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COMPETITIVE ACCESS PROVIDER SERVICES

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**Cablevision Lightpath LLC**  
**COMPETITIVE ACCESS PROVIDER CARRIER**  
**REGULATIONS AND SCHEDULE OF CHARGES**  
**FOR BUSINESS AND ENTERPRISE SERVICES**

The Company's tariff is in concurrence with all applicable State and Federal Laws and with the Commission's applicable Rules, Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

This tariff has been filed with the Michigan Public Service Commission. Copies are available for inspection at the Company's place of business located at 1111 Stewart Avenue, Bethpage NY 11714.

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Issued under authority of the Michigan Telecommunications Act, Act 179 of 1991, as amended.

Issued: February 10, 2026

Effective: February 11, 2026

Issuing Officer  
**Cablevision Lightpath LLC**  
1111 Stewart Avenue  
Bethpage, NY 11714  
[care@lightpathfiber.com](mailto:care@lightpathfiber.com)  
1-866-611-3434



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**CHECK SHEET**

The pages of this Tariff are effective as of the date shown below. Original pages comprise all changes from the original tariff in effect on the date indicated.

<u>Page</u>	<u>Revisions</u>	<u>Page</u>	<u>Revisions</u>
Title Page	Original	34	Original
1	Original	35	Original
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\* Indicates new or revised page with this filing.

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**TARIFF FORMAT**

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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**EXPLANATIONS OF SYMBOLS**

The following symbols shall be used in this Tariff for the purposes indicated below:

- (C) To signify changed listing, rule, or condition which may affect rates or charges
- (D) To signify discontinued material, including listing, rate, rule or condition
- (I) To signify increase in rates
- (M) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition
- (N) To signify new material including listing, rate, rule or condition
- (R) To signify reduction in rates
- (T) To signify change in text but no change in rate, rule or condition

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Michigan Public Service  
Commission

Feb 19, 2026

Received

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**APPLICATION OF TARIFF**

This Tariff applies to the furnishing of Competitive Access Provider intrastate services supplied to Customers for origination and termination of traffic to and from the facilities and wire centers of Cablevision Lightpath LLC ("Lightpath" and "Company").

This Tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origin and termination are located within the State of Michigan.

**SERVICES OFFERED**

Company is a facilities-based provider of wholesale competitive access services. Service is offered via the Company's facilities or in combination with transmission facilities of other companies. The dedicated high-speed digital service provided includes the furnishing of intrastate interLATA and intraLATA Dedicated Telecommunications services in connection with one-way and/or two-way information transmission originating from nonresidential user points within the State of Michigan. Company may also lease its dedicated and private line communications infrastructure to enterprise Customers for high-bandwidth, secure voice, video and data networks.

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**1. DEFINITIONS**

Advance Payment - Part or all of a payment required before the start of service.

Access Services - The Company's intrastate communications services offered pursuant to this tariff.

Authorized User - A person, firm, corporation or other entity authorized by the Customer to receive or send communications. Where the term "Customer" is used throughout this Tariff it is considered to also include an Authorized User.

Channel or Circuit - A communications path or paths between two or more points.

Commission – Michigan Public Service Commission

Company – Cablevision Lightpath LLC

Customer - The person, firm, corporation, or other entity which orders service under this Tariff and which is responsible for the payment of charges and for compliance with the Company's regulations.

Dedicated - A facility or equipment system or subsystem set aside for the sole use of a specific customer.

Data - The term "Data" denotes the representation of information as characters that are in a digital or analog form and to which meaning can be assigned.

Division - Division of Public Utilities and Carriers.

Ethernet Private Line ("EPL") - EPL Service provides secure, high-performance network connectivity between two Customer Locations. EPL is a highly scalable service that enables Customer to connect its Customer Equipment using industry standard Ethernet UNI. EPL Service provides an EVC between Customer Locations that enables Customer to use any VLANs without coordination with Lightpath.

Expedite - A service description plus the accompanying Installation or change to related circuits processed in a time period shorter than Company's standard service interval, upon request by a Customer.

FCC - Federal Communications Commission.

Individual Case Basis (ICB) – A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

Installation - The connection of a circuit, dedicated access line, or port for a new service, a change of service, or an additional service.

Installation Charge - A non-recurring charge made at the time of Installation of communications service which may apply in place of or in addition to service charges and other applicable charges for service or equipment.

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**1. DEFINITIONS (Cont'd)**

**Interruption** - A condition whereby the service or portion of service is inoperative, beginning at the time of notice by the Customer to Company that such service is inoperative, and ending at the time of restoration.

**Intrastate Service** - Provides for a point-to-point communications path between a Customer's Premises or a collocated interconnection location and an end-users Premises for originating and terminating communications services within the state.

**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

**Network** - Refers to the Company's facilities, equipment, and services provided under this Tariff.

**Nonrecurring Charge** - A one-time charge associated with a specific item of equipment or service. This charge applies to Installation (Installation Charge) and to subsequent modifications.

**On-Net** - An originating or terminating point on Company owned facilities.

**Physical Change** - The modification of an existing circuit at the request of a Customer and requiring some physical change or re-termination.

**Premises** - The space designated by a Customer at its, or its Authorized User's, place or places of business for termination of Company service whether for the Customer's or its Authorized User's communications needs.

**Service Acceptance Date** - The date Lightpath will make commercially reasonable efforts to accommodate Customer's requested Service availability date. Lightpath will notify Customer of Lightpath's best estimate of when the Service will be available for Customer's use ("Projected Availability Date"). Failure to meet the Projected Availability Date will not constitute a breach of this Standard Service Agreement or Service Order, and Lightpath will not be liable to pay Customer any credits, penalties, or damages. The "Service Acceptance Date" for each Service purchased by Customer will be the earliest of: (i) the date on which Lightpath informs Customer that the Service is ready for use; (ii) the date Customer first uses the Service; (iii) the date on which the Customer provides notice of acceptance of the Service; or (iv) in the event that Customer has notified Lightpath in writing of a Defect in the Service within four (4) days of the date that Lightpath notifies Customer that the Service is ready, the date on which such Defect in the Service is cured. Notwithstanding the foregoing, in the case of Customer's renewal of an existing Service, the Service Acceptance Date for the renewed Service will be the later of: (a) thirty (30) days from the Effective Date of the applicable Service Order, or (b) the day immediately following the expiration date of the then-current Service Term of such Service, unless otherwise detailed in the applicable Service Order. A "Defect" exists if the Service fails to materially perform in accordance with its technical specification as set forth in the applicable Service Attachment.

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**1. DEFINITIONS (Cont'd)**

Service Order - The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Acceptance Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Service Order Cancellation - A Customer-initiated request to discontinue processing a Service Order, either in part or in its entirety, prior to commencement of service.

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**2. REGULATIONS****2.1 Undertaking of the Company**

- 2.1.1 The Company undertakes to furnish dedicated point to point access in accordance with the terms and conditions set forth in this Tariff.
- 2.1.2 The Company installs, operates, and maintains the communications Services provided under this Tariff in accordance with the terms and conditions set forth under this Tariff. When authorized by the Customer, Company may at its option act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, as required in the Commission's rules and orders, to allow connection of a Customer's location to the Company network.
- 2.1.3 The obligation of the Company to furnish Service is conditioned upon its ability to secure and retain suitable facilities and is subject to the provisions of this Tariff. The Company reserves the right to limit or to allocate the use of existing facilities or additional facilities offered by the Company, when necessary, because of a lack of facilities or due to any other cause beyond the Company's control.
- 2.1.4 Customers and users may use Services and facilities provided under this Tariff to obtain access to Services offered by other service providers. The Company shall only be responsible for Installation, operation and maintenance of the Service it provides and the Company assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own Services, or to communicate with its own Customers.
- 2.1.5 The Company reserves the right, upon written notice, to discontinue furnishing Service when necessitated by conditions beyond its control, legal requirements, changes in law or lawful governmental orders or proceedings or when a Customer is using the Service in violation of the provisions of this Tariff, an ICB arrangement, or applicable law.

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**2. REGULATIONS (Cont'd)****2.2 Terms and Conditions**

- 2.2.1 Hours of Service; Service Period. Service is furnished twenty-four (24) hours per day, seven (7) days per week. The minimum service period for Services offered in this Tariff is twelve (12) months. For the purpose of computing charges in this Tariff, a month is considered to have 30 days. All Services for periods longer than one (1) year will be provided on an individual case basis.
- 2.2.2 Service Orders. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.2.3 Expiration of Service Order. At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- 2.2.4 Choice of Law. This Tariff shall be interpreted and governed by the laws of the State of Michigan regardless of its choice of laws provision.
- 2.2.5 Lightpath Obligations. Lightpath will perform (or cause to be performed) maintenance and repair of the Lightpath Network, and Lightpath will provide, install, maintain, repair, operate and control Lightpath Equipment. Unless specified otherwise in a Service Order, Lightpath will have no obligation to install, maintain or repair Customer Equipment.
- 2.2.6 Service Issues. In the event that Customer experiences any Service-related issues, Customer may contact Lightpath through its Network Maintenance Center ("NMC") at +1 (866) 611 - 3434, which may be amended by Lightpath from time-to-time upon written notice to Customer. Upon receipt of notice of Service problems, Lightpath will initiate diagnostic testing to determine the source and severity of any degradation of Service. If there is a Service Outage, Lightpath and Customer will cooperate to restore Service. If Lightpath dispatches a field technician to Customer Location to perform diagnostic troubleshooting and the problem resides with the Customer's Equipment or facilities or the failure is due to Customer's or end-user's acts or omissions or the acts or omissions of Customer's or end-user's invitees, licensees, customers or contractors, Customer will pay Lightpath for any and all associated time and materials at Lightpath's then-current standard rates.
- 2.2.7 Scheduled Maintenance. Lightpath will endeavor to conduct (or cause to be conducted) scheduled maintenance that is reasonably expected to interrupt Service outside of regular business hours during the maintenance window of 12:00 midnight and 6:00 a.m.

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local time or, upon Customer's reasonable request, at a time mutually agreed to by Customer and Lightpath. Lightpath will use commercially reasonable efforts to notify Customer of scheduled maintenance that is reasonably expected to interrupt Service via telephone or e-mail, no less than ten (10) business days prior to commencement of such maintenance activities. Customer will provide a list of Customer contacts for maintenance purposes, which will be included on the Service Order, and Customer will provide updated lists to Lightpath, as necessary.

- 2.2.8 Emergency Maintenance. Lightpath may perform emergency maintenance in its reasonable discretion, with or without prior notice to Customer, to preserve the overall integrity of the Lightpath Network. Lightpath will notify Customer as soon as reasonably practicable following any such emergency maintenance activity that impacts the Service.
- 2.2.9 Other Emergency Actions. If Lightpath determines, in its sole discretion, that an emergency action is necessary to protect the Lightpath Network as a result of Customer's transmissions, Lightpath may block any such Customer transmissions that fail to meet generally accepted telecommunications industry standards. Lightpath will have no obligation or liability to Customer for any claim, judgment or liability resulting from such blockage. Lightpath will notify Customer as soon as practicable of any such blockage. The Parties agree to mutually cooperate to resolve the underlying cause of the blocking, comply with generally accepted telecommunications industry standards and restore the transmission path as soon as reasonably possible, with a completion goal of forty-eight (48) hours.
- 2.2.10 Ownership of Facilities. Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. The Customer shall not have, nor shall it assert any right, title or interest in, any facilities and equipment provided by the Company hereunder. Equipment furnished by Company shall be returned to Company whenever requested, within a reasonable period following the request, in good order subject to normal wear and tear.

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**2. REGULATIONS (Cont'd)**

**2.2 Terms and Conditions (Cont'd)**

- 2.2.11 Transfers and Assignments. The Customer may not assign or transfer its rights or duties in connection with the Services and facilities provided by Company without the written consent of Company.
- 2.2.12 Use of Service or Channels for Unlawful Purpose. The Services and channels of Company are furnished subject to the condition that they will not be used for any unlawful purpose.
- 2.2.13 Conflict between Tariff and Service Order. Except as provided for in Section 4.3 herein, any conflict between the Tariff and any Service Order shall be resolved in favor of the Tariff.

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**2. REGULATIONS (Cont'd)****2.3 Liability of Company**

- 2.3.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing Service shall in no event exceed an amount proportionate to the recurring charge to the Customer for the service during the period when such mistakes, omissions interruptions, delays, errors, or defects in transmission occurred. The remedy of the Customer with respect to the provision of Service by the Company shall be limited to that expressly provided under this Tariff to the exclusion of any and all other remedies. No agreement varying or extending such warranties, the remedies expressly provided, or these limitations, will be binding upon the Company unless in writing and signed by the Company and the Customer.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in Service as set forth in this Tariff, the Company shall not be liable for any indirect, special, incidental, punitive, or consequential damages under this Tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including any delay or interruption of service or any failure in or breakdown of facilities associated with the service; or for any mistakes, omissions, delays, errors or defects in transmission occurring in the course of furnishing service.
- 2.3.3 The Company will not be responsible for any lost profits of the Customer or against the Customer by any other party, even if made aware of the possibility of such lost profits.
- 2.3.4 The Company is not liable for any act, omission, or negligence of any local exchange or interexchange carrier or other provider whose facilities are used in furnishing any portion of the service received by Customer. The Company is not liable for the quality of service provided by any local exchange or other interexchange carrier.
- 2.3.5 Under no circumstances whatsoever shall the Company or its officers, agents, or employees be liable for indirect, incidental, special, punitive, or consequential damages, however caused, and regardless of theory of liability.

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**2. REGULATIONS (Cont'd)****2.3 Liability of Company (Cont'd)**

- 2.3.6 The Company is providing service without respect to the volume, quantity, content or value of signals transmitted over the Service. The payments provided to the Company are based solely on the value of the service, and are unrelated to the nature, content, volume or value of any signals or communications transmitted over the service. The Company is not liable for losses which may occur in cases of malfunction or non-function of the service or the Company's facilities, even if due to the Company's negligence or failure of performance, except as expressly provided herein.
- 2.3.7 It would be impractical and extremely difficult to fix actual damages which may arise in situations where there may be a failure of the service, due to the uncertain nature of the volume, nature, content and value of messages, signals or communications transmitted over the service. Therefore, if any liability is imposed on the Company, such liability shall be limited to the amount expressly stated herein. The payment or credit of this amount shall be the Company's sole and exclusive liability regardless of whether loss or damage is caused by the performance or nonperformance of the Company's obligations under this agreement, or by negligence, active or otherwise, of the Company, its employees, agents or representatives.
- 2.3.8 Except for credit allowances for interruption of Service described in Section 2.4, the Company shall not be liable for, and shall be excused from performance during, any failure, delay or interruption of service hereunder due to causes beyond its control including, but not limited to Acts of God: fire, flood, earthquakes, hurricanes, tornadoes, atmospheric conditions or other phenomena of nature, such as radiation; civil disorders: national emergencies, insurrections, riots or wars; labor problems; strikes, lockouts, or work stoppages. In addition, the Company shall not be liable for any failure of performance hereunder due to necessary network reconfiguration; system modifications due to technical upgrades; or regulations established or actions taken by any court or government agency having jurisdiction over the Company.

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**2. REGULATIONS (Cont'd)****2.3 Liability of Company (Cont'd)**

- 2.3.9 The company makes no representation or warranty, express or implied (including, without limitation, an implied warranty regarding merchantability or fitness for a particular purpose), regarding any Service provided under this Tariff. The company expressly disclaims all such warranties.
- 2.3.10 The Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the Installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used; provided however that the Customer shall not indemnify and hold Company harmless against any loss or injury caused solely by the affirmative negligent acts of Company.
- 2.3.11 The Company shall be indemnified and held harmless by the Customer against:
- (a) any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (3) common carriers;
  - (b) claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's channels;
  - (c) patent infringement claims arising from combining or connecting Company-furnished channels with apparatus and systems of the Customer; and
  - (d) all other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.
- 2.3.12 The Company assumes no responsibility for the availability or performance of any facilities or services under the control of other entities, or for other facilities or services provided by other entities used for service to the Customer, except to the extent that such nonperformance or non-availability is the result of a willful act of the Company.

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**2. REGULATIONS (Cont'd)****2.3 Liability of Company (Cont'd)**

2.3.13 The Company is not liable for any defacement of, or damage to, the Premises of a Customer resulting from the furnishing of communications facilities or the attachment of instruments, apparatus, and associated wiring furnished by Company on such Customer's Premises or by the Installation or removal thereof, when such defacement or damage is not the result of Company's negligence. No agents or employees of the other participating Company's shall be deemed to be agents or employees of Company.

2.3.14 All claims must be submitted within ninety (90) days of the invoice date and Customer waives the right to dispute any charges if the claim is not received within such ninety (90) day period. In the event the dispute is resolved against Customer, Customer will pay such amounts plus interest at the rate set forth above within ten (10) days of the resolution of the dispute. Any disputed amounts resolved in favor of Customer will be credited to Customer's account on the next invoice following resolution of the dispute.

2.3.15 The Company shall not be liable for any claims for loss or damages involving:

- (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (b) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
- (c) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- (d) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

2.3.16 Nothing in this Section 2.3 shall be construed to limit the Company's liability in cases of gross negligence or reckless or willful misconduct.

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1111 Stewart Avenue  
Bethpage, NY 11714  
[care@lightpathfiber.com](mailto:care@lightpathfiber.com)  
1-866-611-3434



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**2. REGULATIONS (Cont'd)****2.4 Credit Allowances for Interruptions in Service**

Credit allowances for interruption of Service which are not due to the Company's inspection or testing, to the negligence or willful misconduct of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this Tariff.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in Service for which the Customer desires a credit allowance. Before giving such notice, the Customer shall ascertain that the trouble is not within its control, or is not in wiring or equipment, if any, furnished by the Customer. Credit allowance for failure of Service starts when Customer notifies Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer. Credits must be requested by the Customer in writing within thirty (30) days after the interruption and may be applied to any amounts then owed by the Customer to the Company.

Customer will not receive any credit for a Service Outage or delay in performing repairs, arising from or caused, in whole or in part, by the following events:

- (i) Customer's (including its Affiliates, agents, contractors and vendors) negligence, intentional act, omission, default and / or failure to cooperate with Lightpath in addressing any reported Service problems, including failing to take any remedial action in relation to a Service as recommended by Lightpath, or otherwise preventing Lightpath from doing so;
- (ii) Failure on the part of Customer Equipment, end-user equipment or Customer's vendor's equipment;
- (iii) Election by Customer, after requested by Lightpath, not to release the Service for testing and repair;
- (iv) Lightpath's inability to obtain access required to remedy a defect in Service;
- (v) Scheduled maintenance and emergency maintenance periods;
- (vi) Scheduled upgrade of Service at the request of Customer;
- (vii) Force Majeure Event;
- (viii) Disconnection or suspension of the Service by Lightpath pursuant to a right provided under the Standard Service Agreement, this Service Attachment, or Service Order;
- (ix) Lightpath's inability to repair due to utility safety restrictions;
- (x) All Type II related service issues; and / or
- (xi) No trouble found or where the fault of the trouble is undetermined

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**2. REGULATIONS (Cont'd)****2.5 Provision of Equipment and Facilities**

- 2.5.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.5.2 The Company shall use reasonable efforts to maintain the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.5.3 The Company may substitute, change or rearrange any equipment or facility at reasonable times, but shall not thereby alter the technical parameters of the Service provided to the Customer.
- 2.5.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- 2.5.5 The Customer shall be responsible for the payment of Service Charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 2.5.6 Customer Equipment. Customer will, at its own expense, procure all equipment necessary to utilize the Service ("Customer Equipment"). Lightpath is not responsible for providing, installing, connecting, maintaining or repairing Customer Equipment connected with any Lightpath Service. Service charges will continue to apply regardless of the interoperability and / or availability of any Customer Equipment. Customer is responsible for ensuring that Customer Equipment connected to Service Equipment and facilities meets network interface requirements and operates in accordance with the manufacturer's specifications and with FCC regulations applicable to the Customer Equipment. Customer represents and warrants that it is certified to do business in all jurisdictions in which it conducts business and is in good standing in all such jurisdictions..
- 2.5.7 Subject to the arrangements of the Company and to all of the regulations contained in this Tariff, special construction may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:
- a) Where facilities are not presently available, and there is no other requirement for the facilities so constructed;
  - b) Of a type other than that which the Company would normally utilize in the furnishing of service;
  - c) Over a route other than that which the Company would normally utilize in

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furnishing of its services;  
d) In a quantity greater than that which the Company would normally construct;

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[care@lightpathfiber.com](mailto:care@lightpathfiber.com)  
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Michigan Public Service  
Commission

Feb 19, 2026

Received

**2. REGULATIONS (Cont'd)**

**2.6 Prohibited Uses**

- 2.6.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.6.2 The Company may require applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.6.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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**2. REGULATIONS (Cont'd)****2.7 Specific Obligations of the Customer**

- 2.7.1 The Customer shall be responsible for, unless otherwise specifically negotiated by the Customer and the Company:
- (a) payment of all charges for services in accordance with this Tariff.
  - (b) reasonable care for the equipment of Company on the Customer's Premises;
  - (c) without cost to Company, the power required to operate Company's equipment installed on the Premises of the Customer;
  - (d) space, heating and cooling, conduit, electrical wiring and power outlets for safe operation of Company's equipment located on the Premises of the Customer;
  - (e) access to the Customer's Premises for tests and inspection of services and/or maintenance of Company's equipment at a time agreeable to both the Company and the Customer. No credit allowance will be made for the period during which the service may be interrupted for such purposes;
  - (f) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
  - (g) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for Installation of facilities and equipment used to provide Services to the Customer from the property line to the location of the equipment space. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit Installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting a Service Order;
  - (h) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from Installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or Installation work;
  - (i) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities.

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**2. REGULATIONS (Cont'd)**

**2.7 Specific Obligations of the Customer (Cont'd)**

- 2.7.2 The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with Company facilities.
- 2.7.3 The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection unless otherwise specifically negotiated by the Customer and the Company.
- 2.7.4 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

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**2. REGULATIONS (Cont'd)****2.8 Termination**

2.8.1 In the event that Service is terminated by Company pursuant to Sections 2.10 or 2.13 of this Tariff, or that service is terminated by the Customer for convenience, the Customer shall be responsible for all charges and expenses incurred to the date of termination.

**2.8.2 Termination Liability**

In the event that the Customer terminates Service prior to the expiration of the term of the Service Order or Company terminates service pursuant to the provisions of this Tariff, the Customer shall be liable to Company for:

- (a) all unpaid non-recurring charges reasonably expended by the Company to establish service to the Customer; plus
- (b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- (c) all recurring charges specified in the applicable Service Order incurred prior to disconnection, cancellation or termination, plus
- (d) the number of months or portion of month remaining within the term of the Service Order, times the then current monthly charge or pro-rata monthly charge payable on the effective date of Customer termination or Company cancellation.

These charges shall become due and owing as of the effective date of the cancellation or termination. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of service order shall survive such termination.

**2.9 Termination of Service by a Customer**

2.9.1 A Customer may cancel service upon 30 days written notice to the Company. Notices will be deemed received upon actual receipt by the Company. The Customer shall retain responsibility for service and equipment charges until the day and time on which Service is requested to be discontinued, subject to the provisions of Section 2.8. If the Customer fails to provide the Company with proper notice or access to the Premises, the Customer shall continue to be responsible for equipment and service rendered.

2.9.2 If, based on an order by a Customer, any construction has begun or been completed, but no Service provided, the nonrecoverable cost of such construction shall be borne by the Customer and Customer shall reimburse the Company for such expenses and costs.

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**2. REGULATIONS (Cont'd)****2.10 Termination for Cause by the Company**

- 2.10.1 Upon a violation of any law or of the provisions governing the furnishing of Service under this Tariff, Company may, without incurring liability, immediately cease the furnishing of such Service.
- 2.10.2 Upon nonpayment of any sum owing to Company, Company may, without incurring liability, cease the furnishing of all services upon five (5) days written notice to Customer. Notice will be deemed received upon actual receipt by the Customer. In the event Company ceases Service, Customer shall incur the termination charges as specified in Section 2.8, as well as all reasonable costs of collection.
- 2.10.3 With notice, the Company may disconnect Service to any customer for any reason stated below:
- (a) for failure of the Customer to meet the Company's deposit and credit requirements;
  - (b) for the Customer's violation of any of the Company's rules on file with the Commission;
  - (c) when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction;
  - (d) for failure of the Customer to provide the Company reasonable access to its equipment and property;
  - (e) for the Customer's breach of the contract for service between the Company and the Customer;
  - (f) for failure of the Customer to furnish such Service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the Company as a condition of obtaining Service; or
  - (g) in the event of tampering with the Company's equipment; or
  - (h) in the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.

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## 2.11 Payment Arrangements

### 2.11.1 Payment for Service

The Customer is responsible for payment of all charges for facilities and Services furnished to the Customer. Charges for Installations (Installation Charges), physical changes, expedites, or for cancellation of orders (Service Order Cancellation) are payable upon completion. If, because of any such activity a non-Company carrier or supplier levies additional charges, these charges shall be passed on to the Customer. Recurring charges are billed in advance of the month in which the Service is provided.

### 2.11.2 Billing and Collection of Charges

The Company shall render a bill during each billing period to every Customer. The billing period shall be monthly. Non-recurring charges are due and payable from the Customer within (30) days after the invoice date, unless otherwise agreed to in advance. Billing will be payable upon receipt.

- (a) Except as otherwise provided in subdivision (b) of this Section, late payment rate of 1.5% per month (unless proscribed by law, in which event, at the highest rate allowed by law) will accrue upon any unpaid amount commencing thirty (30) days after the date of billing.
- (b) For billing and collection purposes, every month is considered to have thirty (30) days.
- (c) When Service does not begin on the first day of the month, or end on the last day of the month, Service will be furnished and billed on a pro rata basis.

Billing and collection Services may be provided by the Company or provided by others including the Customer's local exchange carrier on behalf of the Company. When billing and collection are the responsibility of the local exchange carrier or party other than the Company, Company shall assume no liability for any injury arising from the local exchange carrier's or other party's billing and collection practices. Payments owing by Customer under this Tariff may be offset so that only the net amount shall be paid by the Customer during the relevant period.

### 2.11.3 Nonrecurring Charge

To safeguard its interests, the Company may require a Customer to make an advance payment ("Nonrecurring Charge") before Services and facilities are furnished. Advance payments may be required by the Company for the construction of facilities and furnishing of special equipment or for temporary Service for short-term use. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. An advance payment may be required in addition to a deposit.

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Bethpage, NY 11714  
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**2. REGULATIONS (Cont'd)****2.11 Payment Arrangements (Cont'd)****2.11.4 Deposits**

The Company may require Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment. The deposit will not exceed an amount equal to two months estimated charges for a Service. Company retains the right to request Customer to submit to Company updated financial information to ensure Customer's creditworthiness. Company may also require an additional deposit during the term of a Service Order based on changed circumstances. In addition, to satisfy Customer's payment responsibilities under the Tariff, Company require Customer to provide and maintain in effect during the term of any Service Order a confirmed, irrevocable letter of credit or other alternative form of security proposed by and acceptable to Company that is consistent with commercial practices and that adequately protects Company against the risk of Customer's non-payment. When a Service is discontinued, the amount of a deposit, plus interest, will be applied to the Customer's account and any credit balance remaining will be refunded. Deposits held will accrue simple interest at a rate prescribed by the Commission.

**2.11.5 Surcharges and Taxes**

The Customer is responsible for the payment of any local, state or federal sales, excise, access or other surcharges or taxes imposed on or based upon the provision, sale or use of services provided pursuant to this Tariff, unless otherwise exempt as a matter of law.

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1111 Stewart Avenue  
Bethpage, NY 11714  
[care@lightpathfiber.com](mailto:care@lightpathfiber.com)  
1-866-611-3434



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**2. REGULATIONS (Cont'd)****2.11 Payment Arrangements (Cont'd)****2.11.6 Disputed Bills**

All bills are presumed accurate, and shall be absolutely binding on the Customer unless Company receives objection from the Customer within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may take the following course of action within thirty (30) days of the billing date:

- A. First, the Customer may request, and Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)
- B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Company, the Customer may file an appropriate complaint with the Commission. The Commission's address is:

Michigan Public Service Commission  
MPSC Customer Assistance  
P.O. Box 30221  
Lansing, MI 48909  
800-292-9555  
Online: <https://mpsc.my.site.com/complaints/complaintform>

- C. In the case of a billing dispute which cannot be settled with mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection.

2.11.7 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

**2.12 Restoration of Service**

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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**2. REGULATIONS (Cont'd)****2.13 Violation of Regulations**

Where any Customer-provided equipment and/or communications system is used with Company's facilities in violation of the provisions of this Tariff, the Company will take such immediate action as may be necessary for its protection and will promptly notify the Customer of the violation. The Customer shall discontinue such use of equipment or communications systems which it provides, or shall correct the violation and confirm in writing to the Company within ten days following notice of violation from Company, that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or to correct the violation and to give the required written confirmation to Company within the time stated above shall result in suspension of the Customer's service until such time as the Customer complies with the provisions of this Tariff.

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### 3. DESCRIPTION OF SERVICES

#### 3.1 General

The various types of Service offered by the Company are described below. The Company's Services are billed at predetermined monthly rates, unless there is a contract for a longer billing period. Recurring charges are billed in advance of the month in which the Service is provided. Any optional features and extraordinary Installation costs other than recurring and Nonrecurring Charges may apply as described herein. Customers requesting these Services may subscribe to Services on a month-to-month basis, or on an Individual Case Basis as described in Section 3.6.

#### 3.2 Service Configurations

There are two types of Service configuration over which Company's Services are provided: point-to-point and multipoint Service.

##### 3.2.1 Point-to-Point Service

Point-to-Point Service connects two Premises designated by the Customer, either on a directly-connected basis, or through a hub where multiplexing functions are performed.

##### 3.2.2 Point-to-Multipoint

Multipoint Services connect three or more Premises designated by the Customer through a Company hub.

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**3. DESCRIPTION OF SERVICE****3.3 Service Descriptions and Technical Specifications**

The Company plans to offer the following services:

**3.3.1 100Mbps, 1Gbps, and 10Gbps Ethernet Service**

The Company provides point-to-point broadband communications Services through 100Mbps, 1Gbps, and 10Gbps Ethernet circuits, provided between locations designated by the Customer and/or between such locations and a Company hub, through fiber optic cable owned or controlled by Company.

**3.3.2 DS-1 through OC-192 Private Line Service**

The Company provides Private Line Service designed to transport high-bandwidth voice, data, and video applications that demand the full-time availability of a dedicated Service. This provides point-to-point or point to multi-point dedicated connections between two or more of your locations or local access to an interexchange carrier (IXC) point of presence (POP).

**3.3.3 2.5Gbps and 10Gbps Wavelengths**

The Company provides point-to-point Wavelength Services provided between locations designated by the Customer and/or between such locations and a Company hub, through fiber optic cable owned or controlled by Company.

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)****3.4 Rate Categories**

There are six rate categories that may apply to the Company's Services.

**3.4.1 Monthly Recurring Charges ("MRC")**

Monthly Recurring Charges are charges invoiced to the Customer on a monthly basis for all months the Service is in place.

**3.4.2 Nonrecurring Charges ("NRC")**

Nonrecurring Charges are one-time charges to the Customer that do not occur on a recurring basis. Service Installation charges, special construction and Customer premise visits are included in Nonrecurring Charges. Nonrecurring Charges will be charged on a time and materials basis.

**3.4.3 Channel Terminations**

The Channel Termination Rate category provides for the communications path between two Premises designated by a Customer. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Company's Service is to be connected, and the type of signaling capability (if any). One Channel Termination charge applies per Customer designated Premises at which the Service is terminated.

**3.4.4 Channel Mileage**

The Channel Mileage Rate category provides for the transmission facilities between two or more Premises designated by a Customer.

**3.4.5 Optional Features and Functions**

The Optional Features and Functions Rate category provides for optional services which may be added to a Customer's Service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but represent the end result in terms of performance characteristics that may be obtained. These characteristics may be derived using various combinations of equipment.

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.4 Rate Categories (Cont'd)

3.4.6 Extraordinary Charges

From time to time, Customers may request special services not addressed specifically by rate elements in this Tariff, or services to locations that may cause Company to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges on an ICB.

3.4.7 Term Discounts

Customers will be eligible for discounts for executing Service Orders with terms longer than one year, as follows:

<u>2 Year Term</u>	<u>3 Year Term</u>	<u>5 Year Term</u>
5% discount	10% discount	15% discount

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.5 Application of Rate Elements

The rate categories described in Section 3.4 of this Tariff will be applied as follows, when applicable:

3.5.1 Point-to-Point Services

- Channel Terminations
- Channel Mileage
- Optional Features and Functions
- Extraordinary Charges
- Volume Discounts
- Term Discounts

3.5.2 Multipoint Services

- Channel Terminations
- Channel Mileage
- Optional Features and Functions
- Extraordinary Charges
- Volume Discounts
- Term Discounts

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)****3.6 Individual Case Basis**

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, Installation, special construction and recurring charges for Company's services may be established at negotiated rates on an Individual Case Basis ("ICB"). Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual Customer contracts. Rates and terms for services that the Company offers to Customers may vary depending on a number of factors, which may include:

- length of circuit(s)
- volume and/or term commitments
- varying equipment types and configurations
- special construction
- type of service(s)
- cost differences (labor, taxes, fees paid to LEC for interconnection, etc.)
- customer-specific billing arrangements
- other miscellaneous fees and charges (e.g. rights-of-way charges, franchise fees and building rights-of-way costs, etc.)
- market conditions and/or competitive considerations
- availability of existing facilities

However, unless otherwise specified in the individual Customer contract, the terms, conditions, obligations and regulations set forth in this tariff other than this Section 4 shall be incorporated into, and become part of, said contract, and shall be binding on Company and Customer. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis. In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing or maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

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Issuing Officer  
**Cablevision Lightpath LLC**  
1111 Stewart Avenue  
Bethpage, NY 11714  
[care@lightpathfiber.com](mailto:care@lightpathfiber.com)  
1-866-611-3434



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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)****3.7 Temporary Promotional Programs**

The company may from time to time engage in special promotional service offerings designed to attract new Customers or to increase existing subscriber awareness of a particular tariff offering. These offerings may be limited to certain dates, times, and/or locations and may be available, if at all, on an individual case basis. Promotional service offerings shall not have a duration period of longer than six months in any rolling twelve month period which commences as of the effective date of the filed promotion.

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**SECTION 4. RATES AND CHARGES**

## 4.1 General Regulations

4.1.1 Except as specifically indicated, the rates set forth in this section are for private line Services where the originating and terminating points are on Company's existing network. In all other situations, special construction charges may apply in order to connect locations to Company's network.

4.1.2 Services may be provided using one, or a combination of rate elements as outlined in this Tariff.

## 4.2 Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges

From time to time, Customers may request changes to pending Service Orders, rearrangements to existing Service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse the Company for the increased expenses incurred on an ICB.

## 4.3 Special Construction

## 4.3.1 Bases for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

4.3.2 The costs referred to in Section 4.4.1 may include one or more of the following items to the extent that they are applicable:

A. Installed cost of the facilities, including estimated costs for the rearrangement of existing facilities. Cost installed includes the cost of:

1. equipment and materials provided or used,
2. engineering, labor and supervision,
3. transportation, and
4. rights-of-way;

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**SECTION 4. RATES AND CHARGES (Cont'd)**

4.3 Special Construction

- B. cost of maintenance;
- C. depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes, and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing, and related fees;
- F. tariff preparation, processing, and related fees; or
- G. any other identifiable costs related to the facilities provided.

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**SECTION 4. RATES AND CHARGES (Cont'd)**

## 4.4 Rates

Rates shown are the maximum rates for On-Net Services in a metropolitan area, where capacity is available.

## 4.4.1 Ethernet Services

<u>Bandwidth</u>	<u>MRC</u>	<u>NRC</u>
10Mbps	ICB	ICB
20Mbps	ICB	ICB
30Mbps	ICB	ICB
40Mbps	ICB	ICB
50Mbps	ICB	ICB
100Mbps	ICB	ICB
200Mbps	ICB	ICB
300Mbps	ICB	ICB
400Mbps	ICB	ICB
500Mbps	ICB	ICB
600Mbps	ICB	ICB
700Mbps	ICB	ICB
800Mbps	ICB	ICB
900Mbps	ICB	ICB
1000Mbps	ICB	ICB
10Gbps	ICB	ICB

## 4.4.2 Private Line Services

<u>Bandwidth</u>	<u>MRC</u>	<u>NRC</u>
DS-1	ICB	ICB
OC-3	ICB	ICB
OC-12	ICB	ICB
OC-48	ICB	ICB
OC-192	ICB	ICB

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 Bethpage, NY 11714  
[care@lightpathfiber.com](mailto:care@lightpathfiber.com)  
 1-866-611-3434



**SECTION 4. RATES AND CHARGES (Cont'd)**

4.4.3 Wavelength Services

<u>Bandwidth</u>	<u>MRC</u>	<u>NRC</u>
2.5Gbps	ICB	ICB
10Gbps	ICB	ICB

4.4.4 Service Elements

4.4.4.1 Nonrecurring Charges

Administrative Charge:	\$ICB
Design and Central Office Connection Charge:	\$ICB

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