

NEW JERSEY
TERMS AND CONDITIONS OF SERVICE GUIDE
OF
EARTHGRID PBC CORPORATION

Terms and Conditions of Service are posted on the Company's website at:
www.earthgrid.io

This Service Guide contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for local and interexchange telecommunication services provided by EarthGrid PBC Corporation for services furnished within the State of New Jersey.

CHECK SHEET

The pages listed below of this Service Guide are effective as of the date shown. Revised pages contain all changes from the original guide that are in effect as of the date indicated.

PAGE	REVISION		PAGE	REVISION	
Title	Original	*	16	Original	*
1	Original	*	17	Original	*
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EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

- (C)** - To signify changed listing, rule, or condition that may affect rates or charges.
- (D)** - To signify discontinued material, including listing, rate, rule, or condition.
- (I)** - To signify an increase.
- (M)** - To signify material relocated from or to another part of guide schedule with no change in text, rate, rule or condition.
- (N)** - To signify new material including listing, rate, rule or condition.
- (R)** - To signify a reduction.
- (S)** - To signify reissued material.
- (T)** - To signify change in wording of text but not change in rate, rule, or condition.

APPLICATION OF SERVICE GUIDE

This Service Guide sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications services to customers within the State of New Jersey by EarthGrid PBC Corporation (hereinafter the Company). EarthGrid's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

SERVICE AREA MAP

Local calling areas are as defined in Section 3 of this guide.

SERVICE GUIDE 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 guide. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 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 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the guide page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** – There are nine 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 filing is made with the Commission, an updated Check Sheet accompanies the filing. The Check Sheet lists the pages contained in the guide, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). 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 guide user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Advance Payment - Payment of all or part of a charge required before the start of service.

Authorized User - A Customer, or any other person, firm, corporation, or other entity authorized by a Customer to use Service provided under this guide or placed in a position by the Customer, either through acts or omissions, to use Service provided under this guide.

Common Company - An authorized Company or entity providing telecommunications services to the public.

Commission – State of New Jersey Board of Public Utilities

Company - Refers to EarthGrid PBC Corporation

Customer - The person or legal entity which subscribes to, utilizes, or enters into arrangements for the Company's telecommunications services and is responsible for payment of the Company's charges for services.

Customer-Provided Equipment (CPE) - Equipment provided by the Customer for use with the Company's Service. CPE can include, but is not limited to, a station set, facsimile machine, key system, PBX, or other information, communication, or power system.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

IXC or Interexchange Company - A long distance telecommunications services provider.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common Company or other entity other than the Company. Any Interruption allowance provided within this guide by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this guide, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this guide or by applicable law.

Joint User - A person, firm, or corporation designated by the Customer as a user of Local Exchange Service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Local Access and Transport Area (LATA) - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0202, within which a local exchange Company provides communications services.

Local Calling - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

Nonrecurring Charges (NRC) - The one-time installation charges for Service or facilities, including but not limited to charges for construction, installation, or special fees, for which the customer becomes liable at the time the Service Order is executed.

Point of Presence (“POP”) - The Point of Presence.

Premises - The space or equipment occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service(s) - Telecommunications Service. Includes services and facilities provided for the origination or termination of any telecommunication regardless of the technology used in transmission.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer’s refusal to accept service which does not conform to standards set forth in the Service order or this guide, in which case the Service Commencement Date is the date of the Customer’s acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this guide.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

Subscriber - The person, firm, partnership, corporation, or other entity that orders telecommunications service from the Company.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment provisioned at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this guide.

EarthGrid – EarthGrid PBC Corporation Corporation, issuer of this guide.

SECTION 2 - RULES AND REGULATIONS**2.1 Application of Service Guide**

- 2.1.1 This Service Guide sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate Local and Interexchange communications services by Company to Customers in the State of New Jersey. Service is furnished for the use of Users in placing and receiving calls within New Jersey.
- 2.1.2 The Company's services may be provided over the telecommunications channels, facilities or services of other facilities-based carriers including the facilities of the incumbent local exchange Company.
- 2.1.3 The rates and regulations contained in this Service Guide apply only to the services furnished by Company to the Customer and do not apply, unless otherwise specified, to the lines, facilities, or services provided by the incumbent local exchange telephone company or other common Company for use in accessing the services of Company.
- 2.1.4 The Customer is entitled to limit the use of Company's services by end users at the Customer's facilities and may use other common carriers in addition to or in lieu of Company.

2.2 Terms and Conditions

- 2.2.1 In furnishing facilities and Service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to Customers for communications.
- 2.2.2 Except as otherwise provided herein, Service is provided on the basis of a minimum period of at least one month, 24 hours per day, and shall continue to be provided until canceled by the Customer. For the purpose of computing charges in this guide, a month is considered to have 30 days. All calculations of dates set forth in this guide shall be based on calendar days, unless otherwise specified herein.

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.3 Undertaking of the Company****2.3.1 Regulatory Compliance**

Company will comply with all applicable billing and termination rules of the Commission, as set forth in D.P.U. 18448.

2.3.2 Scope

- A.** The Company undertakes to furnish telecommunications service in connection with one-way and/or two-way transmission of messages between points within the State of New Jersey under the terms of this Terms and Conditions of Service guide.
- B.** When Service and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the Service or facilities furnished by the Company.
- C.** When Service and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Service and facilities. The Company assumes no responsibility for any service provided by another company that purchases access to the Company's network in order to originate or terminate its own services or to communicate with its own customers.
- D.** This Terms and Conditions of Service Guide applies only for the use of the Company's Service within New Jersey. This includes the use of the Company's network to complete an end-to-end call within New Jersey and to obtain access to the intrastate and interstate telecommunications services offered by the Company.
- E.** The provision of telecommunications services defined herein is subject to the terms and conditions specified in this Terms and Conditions of Service Guide and may be revised, added to, or supplemented by superseding issues.
- F.** The provision of Service by the Company as set forth in this guide does not constitute a joint undertaking with the Customer for the furnishing of any Service.

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.3 Undertaking of the Company****2.3.3 Shortage of Equipment or Facilities**

- A.** The Company reserves the right to limit or allocate the use of existing facilities or of additional facilities offered by the Company, when necessary, because of lack of facilities or due to some other cause beyond the Company's control.
- B.** The furnishing of Service under this guide is subject to the availability on a continuing basis of all the necessary facilities and technical capabilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other Companies to furnish Service from time to time as required at the sole discretion of the Company.
- C.** The Company shall not be required to furnish, or continue to furnish, facilities or Service where the circumstances are such that the proposed use of the facilities or Service would tend to adversely affect the Company's plant, property or Service.
- D.** The furnishing of Service may be subject to the Company's implementation of interconnection agreements with incumbent LECs.

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.4. Use of Services**

- 2.4.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.4.2 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, or schemes is prohibited.
- 2.4.3 The Company services are available for use twenty-four hours per day, seven days per week, except with respect to limited planned outages about which the Customer will be provided advance notice.
- 2.4.4 The Company's does not transmit messages pursuant to this guide, but its services may be used for that purpose.
- 2.4.5 The Company's services may be cancelled for nonpayment of uncontested bill charges or for other violations of this guide or any written service agreement.

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.5 Liability of the Company**

- 2.5.1 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this guide, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other Company, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other conduct revealed to, transmitted by, or used by the Company under this guide; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.
- 2.5.3 The Company shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber, resulting from the furnishing of service, which is not the result of the Company's negligence.
- 2.5.4 Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this guide shall not exceed an amount equivalent to the prorata charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.6 Service Availability**

The Company will provide the Customer reasonable notification of Service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Service. No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service affecting conditions, such as an outage resulting from a loss of power or damage to facilities or equipment, notification to the Customer may not be possible.

2.7 Responsibilities of the Customer

- 2.7.1 The Customer is responsible for placing any necessary orders for complying with Service Guide regulations; for the placement of any stickers or tent cards provided by Company or as required by law; and for assuring that end users comply with Service Guide regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the customer to end users.
- 2.7.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Company on the Customer's behalf.
- 2.7.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Carries.
- 2.7.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Company's services.

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.7 Responsibilities of the Customer (cont'd)**

- 2.7.5 The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or services that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Service Guide and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with communications service, Company will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Company may, upon five (5) days written notice, via first class U.S. mail terminate the Customer's service.
- 2.7.6 The Customer is responsible for payment of the charges set forth in this Service Guide or any written service agreement.
- 2.7.7 The Customer is responsible for compliance with the applicable regulations set forth in this Service Guide and any written service agreement.
- 2.7.8 The Customer shall indemnify and save Company harmless from all liability disclaimed by Company as specified in Section 2.4. above, arising in connection with the provision of service by Company.

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.8 Prohibited Activities and Uses**

- 2.8.1 The Service the Company offers shall not be used for any unlawful purpose or any use as to which Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.8.2 The Company may require a Customer or User immediately to shut down transmission of signals if said transmission is causing interference to others.
- 2.8.3 The Company will 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 applicant's intended use complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.8.4 Customer or User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company may permit a Customer to transfer its existing Service to another person or entity if the existing Customer has paid all charges owed to the Company for Service provided pursuant to this Service Guide. Such a transfer will be treated as a disconnection of existing Service and installation of new Service.

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.9. Claims**

Notwithstanding anything to the contrary in this Service Guide, with respect to any Service, equipment or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and court costs for:

- A.** Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party; to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invitees;
- B.** Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party arising from any act or omission by the Customer or an Authorized User, including, without limitation, use of the Service and facilities in a manner not contemplated by the Agreement between the Company and the Customer; or
- C.** Any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this Service Guide.

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.10 Customer Equipment and Channels****2.10.1 General**

Service includes services and facilities provided for the origination or termination of any telecommunication regardless of the technology used in transmission. Company services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Service Guide. A User may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Service Guide.

2.10.2 Station Equipment

- A.** Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.10 Customer Equipment and Channels****2.10.3 Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Service and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. The Service may be connected to the services or facilities of other communications Companys only when authorized by, and in accordance with, the terms and conditions of this Service Guide and the other communications Company's Service Guide applicable to such connections.
- C. Facilities furnished under this Service Guide may be connected to Customer Provided Equipment in accordance with the provisions of this Service Guide.

2.10.4 Inspections

Upon reasonable notice to the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to assess the Customer's compliance with this Section 2.7. If the protective requirements for Customer-Provided Equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. In the time specified in the notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment, and personnel from harm. If suspension of Service is required, the Company will, when practicable, notify the Customer in advance. Where such prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to suspend the Service forthwith. In no event shall Customer be eligible during any such period of inspection or period of suspension for a credit allowance for interruptions in the Service.

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.11 Cancellation or Interruption of Services**

2.11.1 Without incurring liability, Company may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.7:

- A.** For nonpayment of any sum due Company for more than thirty (30) days after issuance of the bill for the amount due.
- B.** For violation of any of the provisions of this Service Guide or any written service agreement,
- C.** For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over Company's services, or
- D.** By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Company from furnishing its services.

2.11.2 Procedure for Discontinuance of Existing Service

- A.** Company may discontinue service without notice for any of the following reasons:
 - 1.** If a Customer or User causes or permits any signals or voltages to be transmitted over Company's network in such a manner as to cause a hazard or to interfere with Company's service to others.
 - 2.** If a Customer or other user uses Company's services in a manner to violate the law.
- B.** In all other circumstances, Company will provide the Customer with written notice via first class U.S. mail stating the reason for discontinuance and will allow the customer not less than fifteen (15) days to remove the cause of discontinuance. In cases of nonpayment of charges due, the customer will be allowed at least ten (10) days written notice via first class mail that disconnection will take place within five days, excluding Sundays and holidays, and the Customer will be given the opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Company is not prepared to accept payment of the amount due and to reconnect service.

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.11 Cancellation or Interruption of Services (Cont'd)**

2.11.3 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with Service Guide regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.12 Billing Arrangements

2.12.1 Customer will either be billed directly by the Company or its intermediary.

2.12.2 The Company will render bills monthly. Payment is due by the payment due date shown on the bill.

2.12.3 Company may impose a late payment charge of 1.5% per month, or such lower amount as required by law, on any bill not paid by the payment due date shown on the bill.

2.12.4 The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check, draft, or electronic funds transfer submitted by the Customer to the Company which a financial institution refuses to honor.

2.13 Validation of Credit

Company reserves the right to validate the credit worthiness of Customers.

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.14 Contested Charges**

All bills are presumed accurate and will be binding on the Customer unless objection is received by Company 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 or an end user, which cannot be settled with mutual satisfaction, the customer can take the following course of action within thirty (30) days of the billing date:

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 30 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B.** Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the New Jersey Board of Public Utilities, Division of Customer Assistance, 44 South Clinton Ave, 9th Floor, PO Box 350, Trenton, NJ, Telephone 1-800-624-0241.
- C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D.** If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, payment is due within 5 days of notice of resolution or late fees and penalties will apply.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.15 Deposits

The Company does not require deposits.

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.16 Advance Payments**

The Company may require a Customer to make an advance payment as a condition of continued or new service. The Company reserves the right to require, from an applicant for service, advance payments of nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. In addition, where special construction is involved, advance payment of the construction charges quoted, may be required at the time of application.

2.17 Taxes

All federal excise taxes and state, local sales taxes and regulatory fees, are billed as separate items and are not included in the quoted rates.

2.18 Promotions

Company may from time to time offer services at a reduced rate, free of charge, or offer incentives for promotional, market research or rate experimentation purposes. Such offerings will be for a limited duration. All promotional offerings will be filed as a service guide supplement. Promotional service offerings may not have a duration of longer than six months in any rolling 12-month period which commences as of the effective date of the filed promotion.

2.19 Shortage of Equipment or Facilities

- 2.19.1 The Company reserves the right to limit or to allocate the use of existing facilities or of additional facilities offered by the Company, when necessary, because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.19.2 The furnishing of service under this service guide is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

SECTION 3 - SERVICE AREAS

3.1 Service Areas

Dedicated local and interexchange services are offered, subject to availability of facilities and equipment, in all areas currently served by the following incumbent LECs:

- 1) Verizon

SECTION 4 – DESCRIPTION OF SERVICES**4.1 Data Access Service**

Data Access Service provides a Customer with a high-speed conduit to other locations of the Customer or to other telecommunications end user Customers in point-to-point or point-to-multi-point configurations. The Company provides Customers with a standard physical interface that is used to map the Customer to one or more services. This service is available at varying speeds up to 10 Gbps.

4.2 Other Services

Other services, including point-to-point highspeed Internet access, network management services, Co-location service, and Back-haul services may be provided by the Company on an Individual Case Basis (ICB), depending on such factors as geographic area, availability of facilities and other factors.

4.3 Individual Base Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this service guide. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Any such ICB rates will be made available to the Commission upon request.

4.4 Dual Party Relay Service

Not applicable. The Company does not offer switched services at this time.

4.5 911 Emergency Telephone Service

Not applicable, the Company does not offer switched services at this time.

4.6 Transmission Service and Facilities

The Company provides resold and facilities-based intrastate Service and facilities, including private line and network and transmission services, designed and provisioned on an Individual Case Basis (ICB) pursuant to contracts with Customers. ICB rates will be offered to requesting Customers in writing and on a nondiscriminatory basis.

SECTION 5 – RATES AND CHARGES
5.1 Rates**5.1.1 General**

- A. Nonrecurring charges will apply to Customer requests for connecting, moving, or changing Service. These charges are in addition to any other scheduled rates and charges that would normally apply under this service guide.
- B. Charges for the connection, move, or change of Service may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved.
- C. Changes in location of the Customer's Service from one premises to another may be treated as new Service connections with the appropriate Service Charges applying.

<u>Bandwidth</u>	<u>NRC</u>	<u>MRC</u>
Up to 10 Gbps	ICB	ICB
Service Change Fee:	ICB	ICB

SECTION 5 – RATES AND CHARGES (CONT'D)**5.2 Rate Elements**

- A.** Nonrecurring and monthly recurring rates apply for each Dedicated Service furnished by the Company. Monthly recurring rates vary according to the time period for which the Customer commits to take the service.

- B.** Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective Customer for service which vary from arrangements. Rates quoted in response to such requests may be different for services than those specified for such service in the Rate Section. ICB rates will be offered to Customers in writing and will be made available to the Commission upon request.