

TELCO EXPERTS, LLC

VA SCC Tariff No. 1  
Original Title Page

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**TELCO EXPERTS, LLC**

**REGULATIONS AND SCHEDULE OF CHARGES  
APPLYING TO LOCAL EXCHANGE COMMUNICATION SERVICES WITHIN  
THE COMMONWEALTH OF VIRGINIA**

This tariff is on file with the Virginia State Corporation Commission and can be viewed at their Division of Communications located in the Tyler Building – 9th Floor, 1300 East Main Street, Richmond, Virginia 23219. In addition, this tariff is available for review at the Company's principle place of business, Monday - Friday, 9:00 AM – 5:00 PM, local time, located at 438 Park Avenue, 2nd Floor, Rutherford, New Jersey 07470.

1-800-795-6500

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CHECK SHEET

The sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
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## EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) – Indicates changed regulation.
- (D) – Indicates discontinued rate or regulation.
- (I) – Indicates rate increase.
- (M) – Indicates a move in the location of text.
- (N) – Indicates a new rate or regulation.
- (R) – Indicates a rate reduction.
- (T) – Indicates a change in text only.

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**TARIFF FORMAT**

- A. Leaf Numbering - Leaf numbers appear in the upper right corner of the page. Leaves are numbered sequentially. However, new leaves are occasionally added to the tariff. When a new leaf is added between leaves already in effect, a decimal is added. For example, a new leaf added between leaves 14 and 15 would be 14.1.
- B. Leaf Revision Numbers – Revision numbers also appear in the upper right corner of each page. These are used to determine the most current leaf version on file with the Commission. For example, the 4<sup>th</sup> revised Leaf 14 cancels the 3<sup>rd</sup> revised Leaf 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current leaf number on file with the Commission is not always the tariff page 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)

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**DEFINITIONS**

**AUTHORIZED USER**

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

**ATTENDANT**

An operator of a PBX console or telephone switchboard.

**CALL INITIATION**

The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

**CALL TERMINATION**

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

**CARRIER or COMPANY**

Telco Experts, LLC, the issuer of this tariff.

**CENTRAL OFFICE**

An operating office of the Company where connections are made between telephone exchange lines.

**CENTRAL OFFICE LINE**

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

**CHANNEL**

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

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**COMMISSION**

The Virginia State Corporation Commission.

**CUSTOMER or END USER**

The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

**CUSTOMER PREMISES EQUIPMENT ("CPE")**

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

**DIRECT INWARD DIAL ("DID")**

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

**DIRECT OUTWARD DIAL ("DOD")**

A service attribute that allows individual station users to access and dial outside numbers directly.

**DSL (Digital Subscriber Line)**

A high-speed Internet service that provides online access to local customers over standard copper telephone lines.

**DUAL TONE MULTI-FREQUENCY ("DTMF")**

The pulse type employed by tone dial station sets. (Touch tone)

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**EXCHANGE**

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

**EXCHANGE ACCESS LINE**

A central office line furnished for direct or indirect access to the exchange system.

**EXCHANGE SERVICE**

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

**FINAL ACCOUNT**

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

**FLAT RATE SERVICE**

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

**GROUND START**

A method of signaling from a terminal or subscriber local loop to a telephone exchange, where a cable pair is temporarily grounded to request dial tone.

**INTEGRATED T1**

Also called channelized T1, this is a digital carrier method in which a T1 line is divided into 24 channels, each having a maximum data speed of 64 Kbps. It allows an enterprise to run several services, such as local telephone, long-distance telephone, Internet, and voice over IP (VoIP) over a single circuit at the same time.

**INTERFACE**

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

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**INTERRUPTION**

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

**LATA**

Local Access and Transport Area. The area within which the Company provides local and long distance (“intraLATA”) service. For call to numbers outside the area (“interLATA”) service is provided by long distance companies.

**LINK**

The physical facility from the network interface on an end-user’s or carrier’s premises to the point of interconnection on the main distribution frame of the Company’s central office.

**LNP (LOCAL NUMBER PORTABILITY)**

the ability of a telephone customer in the U.S. to retain their local phone number if they switch to another local telephone service provider. Subject to availability of area code and prefix of the telephone number.

**LOCAL CALL**

A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

**LOCAL CALLING AREA**

The area, consisting of one or more central office districts, within which a subscriber For exchange service may make telephone calls without a toll charge.

**LOCAL SERVICE**

Telephone exchange service within a local calling area.

**LOOP START**

Describes the signaling between the terminal equipment or PBX/key system interface and the Company’s switch. It is the signal requesting service.

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**LOOPS**

Segments of a line which extend from the serving central office to the originating and to the terminating point.

**MOVE**

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

**MULTILINE HUNT**

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

**MULTIPOINT SERVICE**

Service that connects three or more Customer-designated premises through a company hub.

**OFF-NET**

Telecommunications services transported over facilities that are not installed by the Company.

**ON-NET**

Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

**POINT-TO-POINT SERVICE**

A service that connects two Customer-designated premises, either on a direct basis or through a hub where multiplexing functions are performed.

**PORT**

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

**PRI (PRIMARY RATE INTERFACE)**

A standardized telecommunications service level within the Integrated Services Digital Network (ISDN) specification for carrying multiple DS0 voice and data transmissions between a network

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and a user. PRI is the standard for providing telecommunication services to offices. It is based on the T-carrier (T1) line in the US and has 23 b channels and 1 d channel

**PRIVATE BRANCH EXCHANGE SERVICE (“PBX”)**

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

**RATE CENTER**

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

**REFERRAL PERIOD**

The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

**REMOTE CALL FORWARDING**

A service feature that allows calls coming to a remote call forwarding number to be automatically forwarded to any answering location designated by the call receiver. Customers may have a remote-forwarding telephone number in a central switching office without having any other local telephone service in that office.

**SDSL (Symmetric Digital Subscriber Line)**

An Internet access service using copper telephone lines with matching upstream and downstream data rates.

**T1**

Digital signal 1 (DS1, also known as T1, sometimes "DS-1") is a signaling scheme used in the US. T1/DS1 is a widely used standard in telecommunications in North America to transmit voice and data between devices. Can be offered as a PRI (23 B Channels and 1 D Channel) or as a standard 24 B Channel Circuit.

**TOLL CALL**

Any call extending beyond the local exchange of the originating caller, which is rated on a toll schedule by the Company.

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SECTION 1 - APPLICATION OF TARIFF

1.1 APPLICATION OF TARIFF

This Tariff sets forth the regulations and rates applicable to service offerings, terms and conditions provided by Telco Experts, LLC, as follows:

The furnishing of intrastate local exchange communications services for business customers only by virtue of one-way and/or two-way information transmission between points within the Commonwealth of Virginia.

1.1.1 Service Territory

The Company will provide local exchange and data services statewide.

1.1.2 Availability

Service is available where facilities permit. Only those services for which rates are provided are currently available.

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## SECTION 2 - GENERAL RULES AND REGULATIONS

### 2.1 USE OF FACILITIES AND SERVICE

#### 2.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within the Commonwealth of Virginia.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein. The furnishing of service under this Tariff 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.

The Company shall not be required to furnish, or continue to furnish, facilities of 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.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

#### 2.1.2 Limitations on Liability

##### 2.1.2.A Furnishing of the Services

The liability of the Company for damages arising out of the furnishing of the services, including but not limited to mistakes, omissions, interruptions, delays or errors, or other defects, representations, or use of these services or arising out of

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**SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)**

the failure to furnish the service, whether caused by acts or omissions, shall be limited to the extension of credits for interruption as set forth in this tariff. The extension of such credits for interruption shall be the sole remedy of the customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

**2.1.2.B Indemnification by Customer**

1) The customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, invasion of privacy or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company or the customer. In the event any such infringing use is enjoined, the customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

2) The Company shall be indemnified, defended and held harmless by the customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or

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**SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)**

by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or customer equipment or facilities or service provided by the Company.

**2.1.2.C Customer-Provided Equipment**

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, acts, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided equipment, facilities or premises wire.

**2.1.2.D Use of Facilities of Other Companies**

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

**2.1.2.E Force Majeure**

The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond the control, including but not limited to acts of God, fire, flood, explosion or other catastrophes, any law, order, regulation, direction, action or request of the United States Government of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal state, or local governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages or other labor difficulties.

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SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.1.2.F Third-party Equipment

The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's customers' facilities or equipment used for or with the services the Company offers.

2.1.2.G Defacement

The Company is not liable for any defacement of or damage to customer premises resulting from furnishing services or equipment on such premises or installation or removal thereof unless such defacement or damage is caused by negligence or willful misconduct of the company's agents or employees.

2.1.2.H Claims for loss or damage

The Company is not liable for any claims for loss or damages involving:

1. Breach in privacy or security of communications transmitted over the Company's facilities;
2. Injury to property or injury or death to persons, including claims for payments made under Workman's Compensation law or under any plan for employee disability or death benefits arising out of or caused by any act or omission of the customer or the construction, installation, maintenance, presence, use or removal of the customer's facilities or equipment connected or to be connected to the Company's facilities;
3. Any representations made by Company employees that do not comport, or that are inconsistent, with provisions of this tariff;
4. Any act or omission in connection with the provision of 911, E911 or similar services;
5. Any non-completion of calls due to network busy conditions.

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SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.1.2 Limitations on Liability (cont'd)

2.1.2.I Explosive Atmosphere

The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the customer or by any other party, for any environmental contamination, whether owned by the personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

2.1.2.J Facilities Under Control of Other Entities

The company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the customer, even if the Company acted as the customer's agent in arranging for such facilities or services.

2.1.2.K Errors in Billing

1. 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 discontinued, to a refund of the amount erroneously billed.

2.1.2.L Extent of Liability

1. Company's entire liability with respect to any service provided to customer (including without limitation, installation, delay,

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SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.1.2 Limitations on Liability (cont'd)

provisioning, termination, maintenance, repair interruption or restoration of any such service) shall not exceed the amount equal to the applicable charge for the period during which services were affected.

2. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.2.M Emergency Calling

Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted or asserted by Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including but not limited to, the

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SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)

identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

2.1.2N Representations and Warranties

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.3 Use Of Service

Any service provided under this Tariff may not be resold but may be shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage

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SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)

caused by agents, employees or independent contractors of the customer through any negligence.

2.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.

- A. Operator records: For free or additionally charged listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three to five business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.
- B. Credit limitation: The total amount of the credit provided for the preceding paragraphs 2.1.5 and 2.1.5A shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 2.1.5D, for the line or lines in question.
- C. Definitions: As used in Paragraphs 2.1.5, 2.1.5A and 2.1.5D, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.

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**SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)****2.1.5 Directory Errors (cont'd)**

- D. Notice: Such allowances or credits as specified in Paragraphs 2.1.5, 2.1.5A and 2.1.5B above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

**2.2 MINIMUM PERIOD OF SERVICE**

All services are offered on a minimum of a one year basis or the customer may choose to commit to a service term of 24 or 36 months. Service will automatically renew at the end of the respective contracted term. Company services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers may subscribe to services on a one, two or three year term agreement. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises or alternate location after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the

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**SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)****2.2 Minimum Period of Service (cont'd)**

remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished. The Company may offer services which require a minimum monthly fee ("MMF") wherein the Subscriber agrees, in writing, to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MMF will be billed for the difference between the contracted MMF and what was actually billed during the month pursuant to the MMF agreement. Should the subscriber choose to terminate their contract prior to expiration of the term agreed to in the MMF agreement, the Subscriber will be liable for the minimum usage requirements contained in the contract multiplied by the number of months remaining in the term. If a subscriber terminates business switched or dedicated services to include private branch exchange trunk service and PRI T-1 or comparable services, in whole or in part, before the expiration of the contract period, the subscriber shall pay to the Company an early termination charge for each disconnected service(s) or feature(s) equal to the applicable monthly rate charged by the Company for the service(s) or feature(s) multiplied by the number of months remaining in the contract term.

**2.3 PRICING****2.3.1 General**

Pricing sets current and maximum rates that can be charged for telephone service.

**2.3.2 Conditions**

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- B. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.

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**SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)**

- C. A rate shall not be changed unless it has been in effect for at least 30 days.
- D. A customer can request that the Company disconnect service that is provided due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

**2.4 PAYMENT FOR SERVICES RENDERED****2.4.1 Responsibility for All Charges**

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge. Assuming no carrier-related issues of network security, when a customer's phone system is not secure, resulting in unauthorized usage or other charges, then the customer is responsible for the associated charges. The Company reserves the right to provide a courtesy credit to the customer based upon a negotiated amount between the Company and the client, provided the customer agrees to add verified account codes to their services

**2.4.2 Deposits**

Subject to special provisions as maybe set forth below and in Sections 2.10 and 2.11 of this Tariff, any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service. If the minimum

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**SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)**

period of service for the requested facilities and service is more than one month, as specified in this Tariff, the customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the customer.

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

**A. Interest on Deposits**

Simple interest at 3% per annum shall be credited or paid to the customer while the Company holds the deposit.

**B. Inadequate Deposit**

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request.

**C. Return of Deposit**

Deposits will be returned to a business customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit, is applied against the final bill, and any balance is returned to the customer. When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check

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SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)

D. Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the customer shall pay the reasonable attorney fees and costs incurred by Company in prosecuting such proceedings and any appeal therefrom. If the Company is required to use a collection agency to collect fees owed, customer shall pay collection agency's fees. If objection is not received by the Company within thirty days after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection maybe considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

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**SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)****2.4.3 Return Check Charge**

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service. When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$ ~~20~~5.00.

**2.4.4 Late Payment Charges**

- A. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge will be applied. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts.
- C. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- D. Late payment charges do not apply to final accounts.

**2.4.5 Customer Overpayments**

The Company will provide interest on customer overpayments that are not refunded within 30 - 60 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next

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regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

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SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.4.6 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on Customer unless written 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, 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. 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 disconnection.
- 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 Virginia State Corporation Commission. The Commission's address is:

1300 East Main Street  
Richmond, VA 23219  
[www.scc.virginia.gov](http://www.scc.virginia.gov)  
(804) 371-9376

If dispute fails to be resolved and Company initiates legal proceedings to collect any amount due hereunder, and Company substantially prevails in such proceedings, then Customer shall pay the reasonable attorneys' fees and costs incurred by Company in prosecuting such proceedings and any appeals therefrom.

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SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.5 INSTALLATION SERVICE

The Company provides a Full-Day Installation Plan and cannot guarantee time technician will arrive, which offers customers appointments for connection of Commission regulated services involving a customer premise visit.

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**SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)****2.6 ACCESS TO CUSTOMER'S PREMISES**

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

**2.7 TELEPHONE SURCHARGES****2.7.1 General**

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges and taxes may apply to the customer's monthly billing statement. The Customer is responsible for payment of any fees, charges, surcharges, contributions and taxes designated (including without limitation universal service contributions, telephone relay service contributions, sales, use, gross receipts, excise, access or other fees but excluding taxes on the Company's net income) imposed by any local, state or federal governmental entity on or based upon the provision, sale or use of the Company's services. Fees, charges and taxes imposed by a city, county or other political subdivisions will be collected only from those customers receiving service within the boundaries of that subdivision.

**2.8 INVOICE OPTIONS**

A customer's invoice information is presented in paper or electronic format as chosen by the customer. Upon customer request, additional copies of the invoice or bill reprints will be provided if available at the per page rates listed below as well as an additional service fee. If the customer elects to receive the additional copy or reprint in CD format, only the service fee will apply

**Rates**

A customer can choose a one-page summary with a remittance slip for no charges. All other paper invoice reprint charges are as follows:

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## SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)

	Current	Maximum
2—4 pages	\$ 3.33	\$10.00
5—19 pages	\$ 5.00	\$15.00
20+ pages	\$ 6.67	\$20.00
Service Fee	\$10.00	\$30.00

## 2.9 SUSPENSION OR TERMINATION OF SERVICE

## 2.9.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- A. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the customer.
- B. Suspension will not be made until at least 8 days after written notification has been mailed to the customer.

Telephone service shall only be suspended between 8:00 AM and 4:00 PM, on Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

## 2.9.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- B. Nonpayment for service for which a bill has not been rendered;

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- C. Nonpayment for service which have not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.
- E. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.
- F. Nonpayment of back billed amounts.

2.9.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- A. The Company has verified that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and

The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the, opening of business on that day.

2.9.4 Termination For Cause Other Than Nonpayment

- A. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

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1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification. See Section 2.11.7 regarding Deferred Payment Agreements.

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;

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4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
  - a. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
  - b. Permitting fraudulent use.
5. Abandonment or Unauthorized Use of Facilities
  - a. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
  - b. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
    - i. No charge shall apply for the period during which service had been terminated, and
    - ii. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.
6. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a

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customers' service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

2.9.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons.

The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.9.6 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Tariff.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer. Company's Transfer of Ownership Form must be completed by both parties prior to execution of telephone number change.

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**SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)****2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

**2.10.1 Credit for Interruptions**

- A. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- C. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 24 hours or more. Credit allowances will be calculated as follows:
  - 1. if interruption continues for 24 hours:
    - a. 1/30th of the monthly rate if it is the first interruption in the same billing period.
    - b. 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

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2. if interruption continues for more than 24 hours:
  - a. if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
  - b. for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

Two or more interruptions during any one 24-hour period shall be considered as one interruption

Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

3. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or

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improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power.

2.10.2 Limitations on Credit Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or facilities used by the Company;
- B. interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- C. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D. interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- E. interruptions of service due to circumstances or causes beyond the control of the Company.

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SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.11 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND  
PROVISIONING TELECOMMUNICATIONS SERVICE PRIORITY

2.11.1 General

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions. Under the rules of the TSP System, the Company is authorized and required to provide and restore services with TSP assignments before services without such assignments.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

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B. The TSP program has two components, restoration and provisioning.

1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

2.11.2 TSP Request Process:

2.11.2.A TSP Request Process – Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

1. determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
  - a. National Security Leadership
  - b. National Security Posture and U.S. Population Attack Warning
  - c. Public Health, Safety, and Maintenance of Law and Order
  - d. Public Welfare and Maintenance of National Economic Posture

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**SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)****2.11.3 TSP Request Process:**

2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
5. Submit the SF 315 to the OPT.
6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service, order to the Company requesting restoration of NS/EP services.

**2.11.2.B TSP Request Process - Provisioning**

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.10.1.a. above for restoration priority assignment except for the following differences. The user should:

1. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.A(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

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SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.11.2.B TSP Request Process - Provisioning

2. Verify that the Company cannot meet the service due date without a TSP assignment.
3. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

2.11.13 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- B. Identify telecommunications services requiring priority.
- C. Request, justify, and re-validate all priority level assignments. Validation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- D. Accept TSP services by the service due dates.
- E. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- F. Pay the Company any authorized costs associated with priority services.
- G. Report to the Company any failed or unusable services with priority levels.
- H. Designate a 24-hour point of contact for each TSP request and apprise the OPT.

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SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)

- I. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and re-validation.

2.11.4 Responsibilities of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control service and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.

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SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)

- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

2.11.5 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

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**SECTION 3 - CONNECTION CHARGES****3.1 General**

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

**3.1.1 Service Call and Premises Visit Charges**

- A. A Service Call charge applies per customer order for any/all requested work or services ordered to be provided at one time, on the same premises, for the same customer. This charge recovers the cost of receiving, recording and processing a customer's request for service
- B. A Premises Visit charge applies to a customer's order when the Company must dispatch an employee or subcontractor to complete customer-requested installation or service changes. Customer is charged only once per Service Order.
- C. When a customer initiates a trouble ticket and the Company finds no cause for initiating the trouble ticket, the Customer may be responsible for payment of a charge for the Company dispatching personnel without cause.
- D. Expedite fees vary depending on the type of order being submitted. Payment of an expedite fee does not guarantee that Company will be able to comply with requested timing. All expedite requests are handled on a "best efforts" basis and rely on the cooperation of and accommodation by external service providers. Expedite fees are incurred as a result of initiating the request and are therefore not refundable even if the expedite is unsuccessful.

**3.1.2 Exceptions to the Charge**

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's

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SECTION 3 - CONNECTION CHARGES (cont'd)

exchange.

- B. The Company may from time to time waive or reduce the charge as part of a promotion.

3.1.3 Special Construction Charge

Should there be a basis for Special Construction for a customer, charges for special construction will be based on the costs incurred by the Company and may include nonrecurring charges, recurring charges, termination liabilities or a combination thereof. Costs may also include the installed cost of the facilities to be provided including estimated costs for rearrangement of existing facilities. Installed cost includes cost of:

- A. Equipment and materials provided or used;
- B. Engineering, labor and supervision;
- C. Transportation;
- D. Right-of-way charge;
- E. Maintenance;
- F. Depreciation on the estimated costs of the installed facilities provided, based on the anticipated useful service life of the facility with an allowance for the estimated net salvage value;
- G. Administration, taxes and uncollectible revenue on the basis of reasonable average costs for associated items.

3.1.4 Advance Payments.

Advance Payments from Customer may be required for Special Construction.

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SECTION 3 - THREE CONNECTION CHARGES (cont.)

3.2 Reconnection Fee

A reconnection charge applies each time a service is restored after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 2.9.1 of this Tariff.

Current Rate for Basic    \$79.00  
Business Line Service

Maximum Rate for PRI    \$150.00  
Service

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SECTION 3 - CONNECTION CHARGES (cont'd)

3.3 Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Any issue arising from a Move, Add or Change of Company's equipment or facilities performed by customer, including, but not limited to, interruption of service, will be the sole responsibility of the customer. Move, Add and Change are defined as follows:

- Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.
- Add: The addition of services and/or products to existing equipment and/or service at one location.
- Change: Change - including rearrangement or reclassification - of existing service at the same location.

Basic Business Line Service	Move	Add	Change
Current:	\$15.00-\$30.00 per line	\$25.00/line	\$25.00/line
Circuit Services			
Current:	\$499.00	\$499.00	\$500.00
Maximum:	\$1,500.00	\$1,500.00	N/A

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SECTION 3 - CONNECTION CHARGES (cont'd)

3.4 Cutover Fees

Cutovers can be schedule to commence Monday through Friday (excluding company observed and national holidays) between 7 AM and 6 PM in the time zone of the end user. Cutovers are planned with the objective of being concluded by 7 PM in the time zone of the end user.

3.4.1 Cutovers that are aborted because end user personnel are unavailable and less than 24 hours of that unavailability is given will be charged to customer in an amount up to \$500.00 depending on the type of service cut over and regardless of third party responsibility for failure to execute the cut-over.

3.4.2 Failure to join the conference bridge for a scheduled cut-over without prior notice will result in a charge to customer of up to \$750.00 depending on the type of service.

3.5 Cancellation Charges

Customer may incur two types of cancellation charges, the cancellation fee and the early termination fee. The cancellation fee applies each time a service is ordered and then canceled by the customer. An early termination fee applies when a customer cancels service prior to the end of their service agreement. Upon cancellation or early termination of a service, customer will owe the monthly recurring charge for the service multiplied by the number of months remaining in the contract term.

3.6 Disconnection of Service

Following submission of a disconnection order to the Company, billing will stop 30 days thereafter. If disconnection occurs prior to completion of the contract term, Customer is liable for an early termination fee as noted in Section 3.5.

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**SECTION 3 - CONNECTION CHARGES (cont'd)****3.7 Record Order Charge**

A Record Order Charge applies to any work performed by the Company in connection with receiving, recording and processing customer requests. A Record Order Charge does not apply when a Service Order Charge also applies. Such charges include, but are not limited, to any of the following:

- a. Addition of directory listings.
- b. Change in listed name.
- c. Change of address.
- d. Change of billing party.
- e. Change of listed service to non-published service not involving a change in telephone number.

	Business
Current:	\$15.00
Maximum:	\$30.00

**3.8 Trouble Isolation Charge**

When a visit to Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician or a technician acting on behalf of the Company, and the problem is attributable to Customer's equipment or inside wiring, a separate charge of \$150/hour of technician time will be assessed in addition to any/all other charges for the visit and an additional charge of \$95.00/business line.

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SECTION 3 - CONNECTION CHARGES (cont'd)

3.9 Primary Interexchange Carrier Change Charge

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. This service is offered on a non-discriminatory basis and is at the sole discretion of the Customer. The Customer's request for this service must be clearly set forth on a Letter of Authorization. If request is ordered or changed via the Company's toll-free number, Customer must also follow up with a Letter of Authorization sent via email or fax to the Company and signed by a party authorized to make changes to Customer's account. The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's intraLATA or interLATA service after the initial installation of service.

Current: \$3.00

Maximum: \$6.00

3.10 Non-recurring Installation and Activation Charges

The following charges attach upon service installation and activation:

Non-recurring Charge	Current	Maximum
Metro Ethernet	\$1,000.00	\$3,500.00
SDSL	\$449.00	---
Channel T1	\$300.00	\$900.00
T1 (PRI and Standard)	\$300.00	\$900.00
Dynamic Integrated T1	\$300.00	\$900.00
Equipment Installation	\$125.00	\$300.00
Toll-Free Number	\$5.00*	\$10.00*
Toll-Free Number Order Charge	\$20.00	\$40.00

\*Per month

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## SECTION 4 - SUPPLEMENTAL SERVICES

## 4.1 CUSTOM CALLING FEATURES

## 4.1.1 Description of Services

## A. Caller ID or Caller ID with Name for Digital Service (PRI)

The Caller ID and Caller ID with Name services allow a customer to see a caller's name and number previewed on a display screen before the call is answered, allowing Customer to prioritize and/or screen incoming calls. These features have the ability to display the name, number, date and time of each incoming call-including calls that are not answered by the customer. Caller ID service requires the use of specialized CPE not provided by the Company. It is the responsibility of the customer to provide the necessary CPE. Additionally, it is necessary for the customer to ensure correct programming of the feature(s). The charge for this service is currently \$150 per trunk per month with a maximum of \$300.00 per trunk per month.

## B. Account Codes

This feature adds an account number (code) to Customer's outbound calling for calls originating from the Customer's service network. The number of digits in a Customer's account code group will be defined by the Company. Customer can choose to have verified account codes (predetermined codes set by the Customer) or non-verified account codes (random digits) but the same quantity of digits. The charge for this service is \$25.00 per month for an unlimited number of account codes.

C. Call Forward **Busy**

This feature allows Customer to designate a telephone number to which their call will be forwarded in the event that their number is already in use. The Customer assumes financial responsibility for all calling charges generated by the use of this feature.

Current Charge	\$ 4.95 per month
Maximum Charge	\$14.85 per month

**Commented [A1]:** This is for business line service

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Section 4--SUPPLEMENTAL SERVICES (Cont'd)

D. Call Forward No Answer

This feature allows the customer to designate a telephone number to which their calls are forwarded after a predetermined time with no answer. The Customer assumes financial responsibility for all calling charges generated by the use of this feature.

Current Charge	\$ 4.95 per month
Maximum Charge	\$14.85 per month

Commented [A2]: This is for business line service

Call Forward Variable

This feature enables a customer to program their telephone to forward their calls to another telephone number. The Customer assumes financial responsibility for all calling charges generated by the use of this feature

Current Charge	\$ 4.95 per month
Maximum Charge	\$14.85 per month

Commented [A3]: This is for business line service

E. Call Waiting

The Call Waiting feature enables a Customer already on a call to be notified of another call by the sound of a Call Waiting tone. The Customer depresses the switchhook to answer the new call, placing the original call on hold.

Current Charge	\$ 4.95 per month
Maximum Charge	\$14.85 per month

Commented [A4]: This is for business line service

F. Direct Trunk Overflow (PRI)

Optional feature where Customer can elect to have inbound calls routed to an alternate telephone number should the primary service fail to avoid interruption of service. Customer may subscribe to this feature at the time it enters into a Service Agreement with Company or may elect to request the feature at any time thereafter provided a written request by an

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## Section 4--SUPPLEMENTAL SERVICES (Cont'd)

authorized party is sent to the Company. The charge for this service is currently \$29.95 per month with a maximum of \$49.95 per month.

Commented [A5]: Should be 34.95

## 4.2 SERVICE AND PROMOTIONAL TRIALS

## 4.2.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

## 4.2.2 Regulations

- A. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- B. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- C. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.

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Section 4--SUPPLEMENTAL SERVICES (Cont'd)

- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- E. The Company retains the right to limit the size and scope of a Promotional Trial.

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Section 4--SUPPLEMENTAL SERVICES (Cont'd)

## 4.3 DIRECTORY LISTING SERVICE

- 4.3.1 The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 4.3.2 The Company may limit the length of any listing in the directory by the use of abbreviations when in its sole discretion, the clarity of the listing or the identification of the Customer is not impaired thereby.
- 4.3.3 The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify the Customer prior to withdrawing any listing which is found to be in violation of this subpart.
- 4.3.4 In order for listings to appear in a directory, Customer must furnish the listing to Company in time to meet the directory publishing schedule.

## 4.4 DIRECTORY ASSISTANCE SERVICE

## 4.4.1 General

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired. Customer may request two telephone numbers per call.

## 4.4.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

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Section 4--SUPPLEMENTAL SERVICES (Cont'd)

- A. Calls from pay telephones.
- B. Requests for telephone numbers of non-published service.
- C. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the company of the error in order to receive credit.
- D. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory, up to a maximum of 50 requests per month.

4.4.3 Rates

The directory assistance charge applies:

Switched services: \$1.50/per call

Dedicated services: \$1.25/per call

4.5 NUMBER SERVICE

Customers may request that the Carrier make a particular telephone number available. Carrier's Gold Service provisions numbers that are directly available to the Carrier for assignment. Carrier's Platinum Service provisions numbers that are not directly available to the Carrier.

	Current Monthly Charge	Maximum Monthly Charge
Gold Service	\$10.00	\$25.00
Platinum Service	\$25.00	---

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## Section 4--SUPPLEMENTAL SERVICES (Cont'd)

## 4.6 RECURRING AND NONRECURRING CHARGES

Nonrecurring charges are implemented for the provisioning, maintenance, installation, etc as well as service order charge per main billing account as described in Section 3.1 of this Tariff.

## 4.7 BLOCKING SERVICE

## 4.7.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. Blocking Service or a telephonic block can only be added or removed pursuant to a written request by the customer of record, or the customer of record submitting the request with the original Service Agreement for Service. The following blocking options are available to business customers:

- A. 900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.
- B. 900, 700 & 976 Blocking - allows the subscriber to block all calls beginning with the above prefixes from being placed.
- C. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- D. Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it.

Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.

- E. Toll Restriction Plus - provides subscribers with Toll Restriction, as described in 4.8.1.D, and blocking of 411 calls.

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Section 4--SUPPLEMENTAL SERVICES (Cont'd)

- F. Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

4.7.2 Regulations

- A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- B. Blocking Service is available where equipment and facilities permit.

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**SECTION 5 - LOCAL EXCHANGE SERVICES****5.1 BUSINESS SERVICE - GENERAL**

Business Service provides a business customer with a connection to the Company's switching network which enables the customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's local calling service;
- c) access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- d) access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX). At the time Customer enters into its initial Service Level Agreement, Customer shall designate a Primary Interexchange Carrier (PIC) for intra-LATA and inter-LATA toll service. If Customer does not select an intra-LATA or inter-LATA PIC, and does not request and does not request "No PIC" and does not request blocking of intra-LATA or inter-LATA toll calls, the Company shall be deemed to have been designated as the Customer's intra-LATA PIC. If the Customer elects to access a provider on an ad hoc basis without a pre-existing account, Customer will be responsible for all associated charges.

Business Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges as described in Section 2 apply to all service on a one-time basis unless waived pursuant to this Tariff.

**5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES**

Business Service access options include, but are not limited to:

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## SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)

## 5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)

## Basic Business Line Service

## PBX Trunks

## T1 (PRI &amp; Standard)

## Integrated voice and data T1 (Channel T1)

## Point to Point

Basic Business Line Service is offered with per minute local service. PBX trunks are offered with per minute local service. Digital PBX trunks are offered on a separate rate basis only.

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

## 5.2.1 Basic Business Line Service

## A. General

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a message usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines. Each Basic Business Line has the following characteristics:

1. Terminal interface: 2-wire.
2. Signaling type: Loop Start

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SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)

5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)

- 3. Pulse type: Dual-tone Multifrequency (DTMF)
- 4. Directionality: Two-way, In-only or Out-only at the option of the customer.

B. Description

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge.

C. Recurring and Nonrecurring Charges

Charges for each Service line include a monthly recurring Base Line Charge and usage charges for completed calls originated from the customer's line based on total number of call minutes during the billing period. In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Under certain circumstances, service to Customer may require the use of a link and/or number portability arrangement provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to Customer will be the greater of Company's Base Service Line charge set forth below or the charge to Company by the Incumbent Local Exchange Carrier for the link used to serve Customer. If Customer is served through a Number Portability Arrangement, the monthly charge to Customer will be increased by the Incumbent Local Exchange Carrier's corresponding charge to the Company.

	Current	Maximum
Nonrecurring Connection Charge per line	\$56.00	\$85.00
Monthly Recurring Charges:		
-Each Base Service Line	\$35.00	

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## SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)

## 5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)

## 3. Usage Charges for Dedicated Service

	<u>Current</u>	<u>Maximum</u>
Intrastate Rate Plan	\$.035/minute	\$.09/minute
Intra LATA Regional Plan	\$.029/minute	\$.087/minute
Local Calling Plan	\$.015/minute	\$.045/minute

## 4. Usage Charge for Switched Service

	<u>Current</u>	<u>Maximum</u>
Intrastate Rate Plan	\$0.059/minute	\$0.069/minute
Intra LATA Regional Plan	\$0.059/minute	\$0.069/minute
Local Calling Plan	\$0.019/minute	\$0.025/minute

5. Local Calls are billed in one minute increments. Intrastate and Intra LATA calls are billed in six second increments with a thirty second minimum. Toll-free Intra LATA, Inter LATA and Interstate are also billed in six second increments with a thirty second minimum.

6. Short Call Duration for Switched and Dedicated Services---If more than 10% of calls made per month are under 6 seconds in length, there will be a surcharge of \$.01 for each such call.

## 5.2.2 PBX Trunk Service

## A. General

Analog and/or digital PBX trunks are provided for connection of customer-provided PBX terminal equipment. Analog trunks are delivered on a DS0 level and digital trunks are delivered at the DS1 level. All trunks are equipped with multiline hunting.

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## SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)

## 5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers.

Each DS0 level Trunk has the following characteristics:

Terminal Interface: 2-wire or 4-wire, as required for the provision of service.

Signaling Type: Loop, Ground, E&M I, II, III

Pulse Type: Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)

Directionality: In-Coming Only (DID), Out-Going Only (DOD) or Two-Way.

B. Standard T1 Service-Dedicated Usage Rates

A digital trunked service with all 24 channels allocated as bearer channels for the circuit. This configuration does not support Caller ID and does not allow for Direct Trunk Overflow.

1. Supported Services:

- a. Direct Inward Dialing (DID)-DID provides one-way inbound calling only terminating directly at a PBX station.
- b. Direct Outward Dialing (DOD)- DOD provides for one-way outbound calling only. Outbound long distance calls will follow the IXC code for the trunk group in its entirety, not per channel.

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SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)

5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)

- c. DID/DOD-This service allows for both inbound and outbound calling. Outbound long distance calls will follow the IXC of the trunk group, not the individual channels. This service is also referred to as two-way or combination trunks.

2. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Charges also include a monthly recurring charge and charges for completed calls originated from the customer's billing number based on the total minutes of use during the billing period. Some plans bundle service with minutes of use into the monthly recurring charge.

	<u>Current</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$300.00	\$900.00
Monthly Recurring Charges:	\$450.00	\$575.00

C. Integrated T1/Channelized T1

Customers are provided with a T1 line that is divided into 24 channels, each having a maximum data speed of 64 Kbps, and each capable of supporting a unique application that can run concurrently with, but independently of, other applications on different channels. For example, an enterprise is able to run several services, such as local telephone, long-distance telephone, Internet and voice over IP over a single circuit at the same time. Integrated/Channel circuits can be divided into many options; this allows the customer to select the quantity of channels for voice and the quantity of channels for data use.

Installation Charge

Current	Maximum
\$300.00	\$900.00

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## SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)

## 5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)

## Monthly Recurring Charge

Current	Maximum
\$300.00	\$900.00

## D. ISDN PRI – Dedicated Usage Rates

Customers are provided with simultaneous access, transmission and switching services via channelized transport. PRI is usually arranged into twenty-three 64-kilobit channels and a spare 64-kilobit channel for signaling and back-up.

## 1. Supported services

- a. Receive caller ID telephone numbers on every call.
- b. Combine local and long distance calling on a single circuit
- c. ISDN PRI T-1 service can support one-way inbound (DID), one way outbound (DOD) or two-way (DID/DOD) traffic.
- d. DID provides one-way inbound calling only terminating directly at the PBX station.
- e. DOD provides for one-way outbound calling only. Outbound long distance calls will follow the IXC code for the trunk group in its entirety, not per channel.
- f. DID/DOD allows for both inbound and outbound calling. Outbound long distance calls will follow the IXC of the trunk group, not the individual channels. This service is also referred to as two-way or combination trunks. Direct Trunk Overflow for calls being routed to an alternate number(s) to receive inbound calls.
- h. Account Codes (verified and non-verified)
- i. Multiple trunk Groups
- j. Customized routing for inbound and outbound calls

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## SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)

## 5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)

## 2. Recurring and Non-Recurring charges

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Charges also include a monthly recurring charge and charges for completed calls originated from the customer's lines based on the total minutes of use during the billing period. Some plans bundle service with minutes of use into the monthly recurring charge.

Nonrecurring Connection Charge:	<u>Current</u> \$300.00	<u>Maximum</u> \$900.00
Monthly Recurring Charges:	<u>Current</u>	<u>Maximum</u>
12 Months	\$450.00 plus loop cost	\$1,350.00
24 Months	\$400.00 plus loop cost	\$1,200.00
36 Months	\$375.00 plus loop cost	\$1,125.00

## E. Dynamic Internet Protocol (IP)

This service allows customers to integrate data, voice, Internet and virtual private network services on a single IP connection.

## 1. Supported Services

- a. Data and voice services share all bandwidth with no defined limits on the customer's number of business lines.
- b. Dynamic IP is supported through T-1, DS-3 or higher service connections.
- c. Direct Trunk Overflow, Dialed Number Identification Service and account codes may be available at additional charges as noted in the rate schedule.

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SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)

5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)

2. Recurring and non-recurring charges

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Charges also include a monthly recurring charge and charges for completed calls originated from the customer's lines based on the total minutes of use during the billing period. Some plans bundle service with minutes of use into the monthly recurring charge.

	<u>Current</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$500.00	\$1,500.00

	<u>Current</u>	<u>Maximum</u>
Monthly Recurring Charges:		
12 Months	\$450.00 plus loop cost	\$1,350.00
24 Months	\$400.00 plus loop cost	\$1,200.00
36 Months	\$375.00 plus loop cost	\$1,125.00

F. Point-to-Point Service

The service connects two Customer-designated premises, either directly or through a hub where multiplexing functions are performed.

G. Multipoint Service

The service connects three or more Customer-designated premises through a Company hub. There is no limitation on the number of locations connected, however, when more than three points are provided in tandem, the quality of service may be degraded. If Company determines that it is not technically possible to provide multipoint service, Customer will be advised and given the opportunity to change the service order within 60 days.

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SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)

5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)

H. Direct Inward Dialing (DID)

1. Recurring and Nonrecurring Charges

Terminal Numbers:  
 1-20 lines in terminal group  
 100 lines in terminal group

	Individual DID #	DID 20 Block	DID 100 Block
Nonrecurring Connection Charge	waived or max \$1.50	\$30.00	\$30.00
DID Monthly Recurring Charge	\$0.50	\$5.00	\$25.00
DID Trunk Termination	\$56.00	\$56.00	\$56.00

Commented [A6]: NRC will be 50.00

I. Digital Subscriber Line Services (SDSL)

These services provide customers with a variety of copper-based high speed data capabilities. Service options include asynchronous and synchronous upload and download speeds.

All SDSL services are subject to availability and are not guaranteed to a customer until they are installed at the customer's premise and are working.

	<u>Current</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$199.00	\$500.00
Monthly Recurring Charges:	\$209.00	\$249.00

J. Term Liability/Termination Charges

Several of the services offered pursuant to this Tariff are available at reduced prices if the Customer agrees at the time the order is placed to

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**SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)****5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)**

continue service for a specified period of time ("term"). If the Customer terminates service prior to the end of the term, in part or in whole, then termination charges may apply. If a customer disconnects service prior to the fulfillment of the term plan contracted, then a termination liability will be due to Company from Customer. The termination liability will be the difference between the monthly rate of the highest term period which could have been satisfied prior to service discontinuance and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect. The monthly rates used for this calculation will be those in effect at the time the service is disconnected.

**5.3 LOCAL CALLING PLANS**

Carrier offers customers ordering business services bundles of local calling minutes at rates dependent on service type and term the following plans:

	Minimum	Maximum
10K Local Minutes	\$49.95	\$150.00
20K Local Minutes	\$40.00	\$120.00

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SECTION 6 - SPECIAL ARRANGEMENTS

6.1 SPECIAL CONSTRUCTION

6.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- A. nonrecurring charges;
- B. recurring charges;
- C. termination liabilities; or
- D. combinations of (a), (b), and (c).

6.1.2 Basis for Cost Computation

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - 1. engineering, labor, and supervision;
  - 2. equipment and materials provided or used;
  - 3. transportation; and
  - 4. rights of way and/or any required easements.
- B. Cost of maintenance.
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

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D. Administration, taxes, and uncollectible revenue on the basis of

SECTION 6 – SPECIAL ARRANGEMENTS

6.1 SPECIAL CONSTRUCTION (cont'd)

reasonable average cost for these items.

E. License preparation, processing, and related fees.

F. Tariff preparation, processing and related fees.

G. Any other identifiable costs related to the facilities provided; or

H. An amount for return and contingencies.

I. Advance payments if the underlying carrier requests an advance payment.

6.1.3 Advance Payment

Advance Payment may be required for Special Construction.

6.1.4 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

6.1.3.A The period on which the termination liability is based is the estimated service life of the facilities provided.

6.1.3.B The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

a) equipment and materials provided or used;

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- b) engineering, labor, and supervision;
- c) transportation; and

SECTION 6 - SPECIAL ARRANGEMENTS (cont'd)

6.1 SPECIAL CONSTRUCTION (cont'd)

- d) rights of way and/or any required easements;  
license preparation, processing, and related fees;
- 2. tariff preparation, processing and related fees;
- 3. cost of removal and restoration, where appropriate; and
- 4. any other identifiable costs related to the specially constructed or rearranged facilities.

6.1.3.C The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.3.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 9.1.3.2 preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation, provisioning and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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6.3 Individual Case Basis (ICB) Arrangements

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 tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

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