

Lighttower Fiber Networks II, LLC

Tariff Schedule Applicable to
Facilities-Based and Resold Intrastate Telecommunications Services within the
State of New Jersey

This Tariff supersedes in its entirety any previous tariff with the State of New Jersey Board of Public Utilities filed by Lighttower Fiber Networks II, LLC, including NJ B.P.U. Tariff No. 1.

Issued By: David Mayer, EVP, General Counsel
80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

Tariff Format

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
 - 2.1.1.1.A
 - 2.1.1.1.A.1
- D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Issued By: David Mayer, EVP, General Counsel
80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

Check Sheet

Pages 1 through 37 inclusive of this tariff are effective as of the date shown at the top of the respective page(s).

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	30	Original
2	Original	31	Original
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5	Original	34	Original
6	Original	35	Original
7	Original	36	Original
8	Original	37	Original
9	Original		
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80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

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80 Central Street
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Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

1 General

1.1 Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
- (Z) – To signify a correction

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Company's intrastate telecommunications services that originate and terminate in the State of New Jersey. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to business customers.
- 1.2.3 The Company's service territory is the State of New Jersey.
- 1.2.4 The rates and regulations contained in this tariff apply only to the intrastate telecommunications services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a local exchange carrier or other common carrier for use in accessing the services of the Company. A communication is "intrastate" only if all points of origination and termination are located within the State of New Jersey. This tariff does not cover any unregulated service offered by the Company.

The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.

This tariff will be maintained and made available for inspection at the Company's principal business office at 80 Central Street, Boxborough, MA 01719.

Issued By: David Mayer, EVP, General Counsel
80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

1.3 Definitions

- 1.3.1 "Carrier," "Company" or "Utility" refers to Lightower Fiber Networks II, LLC.
- 1.3.2 "Commission" means the State of New Jersey Board of Public Utilities.
- 1.3.3 "Circuit" means a communications path or paths between two or more points.
- 1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service, and for compliance with the Company's rules and regulations.
- 1.3.5 "F.C.C." means the Federal Communications Commission.
- 1.3.6 "Individual Case Basis ("ICB")" means a service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the Customer.
- 1.3.7 "MRC" means monthly-recurring charge.
- 1.3.8 "Network" means the Company's facilities, equipment, and telecommunications service(s) provided under this tariff.
- 1.3.9 "NRC" means non-recurring charge.
- 1.3.10 "On-Net" means any service that is provided between locations on the telecommunications network owned by Company.
- 1.3.11 "Off-Net" means service provided on a telecommunications network that is not part of the telecommunications network owned by Company, but is used to provide services to a Customer.
- 1.3.12 "Service" means any telecommunications service(s) provided by the Company under this tariff.

Issued By: David Mayer, EVP, General Counsel
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Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

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- 1.3.13 "Service Order" is a written request for services executed by the Customer and the Company in the format required by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to the tariff.
- 1.3.14 "Service Term" is the term for each Service which begins on the date of the acceptance of the Service Order applicable to such Service, or on such other date as may be stated in the Service Order, and remains in effect until the expiration of the initial Service Term specified in the applicable Service Order.
- 1.3.15 "VGE" means Voice Grade Equivalent. The VGE for various circuit types are as follows:

Type of Circuit	VGE
DS-3	672 Channels
OC-3	2,016 Channels
OC-12	8,064 Channels
OC-48	32,256 Channels

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196 Van Buren Street, Suite 250
Herndon, VA 20176

2 Rules and Regulations

2.1 Undertaking of the Company

The Company undertakes to furnish SONET, Wavelength and Ethernet services to business customers within the State of New Jersey. Subject to the approval by the Commission if required, the Company may offer other telecommunications services in the future. To the extent that it is required, such future service offerings will be set forth in transmittals detailing changes to this tariff or other tariffs the Company may have on file with the Commission.

If permitted by an applicable Service Order, Customers may connect services and facilities provided by the Company under this tariff to obtain access to services offered by other providers. The Company is responsible under this tariff only for the services provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

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 and consistent with the authority granted by the Commission.

The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to other causes beyond the Company's control.

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80 Central Street
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Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

2.2 Obligations of the Customer

2.2.1 The Customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges specified in Service Orders executed by the Customer and for charges due pursuant to this tariff.
- 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer or Customer's employees, contractors, agents, or end users; or the noncompliance by the Customer or Customer's employees, contractors, agents, or end users, with these regulations, or by fire or theft or other casualty on the Customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the Customer's premises.
- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

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196 Van Buren Street, Suite 250
Herndon, VA 20176

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- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or, upon termination of service as stated herein, removing the facilities or equipment of the Company and returning the same to the Company.
 - 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at times requested by the Company. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
 - 2.2.2 With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
 - 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
 - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.

Issued By: David Mayer, EVP, General Counsel
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Fernanda H. Biehl, Sr. Director, Regulatory Affairs
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- 2.2.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

- 2.3.1 Because certain errors incident to the services and to the use of Company facilities are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified.

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196 Van Buren Street, Suite 250
Herndon, VA 20176

2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange company except where the Company contracts with such other carrier, in which event the Company shall be liable only to the extent that the Company is able to recover from the other carrier. The Company shall not be liable for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the Customer or failure of equipment, facilities or connections provided by the Customer.

2.3.3 Claims of Misuse of Service

2.3.3.1 The Customer shall indemnify, defend and hold harmless the Company and its employees, agents and managers from and against the following: (i) claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; (ii) claims for infringement of patents arising from combining or using apparatus and systems of the Customer with facilities of the Company; and (iii) all other claims arising out of any act or omission of the Customer in connection with the services and facilities provided by the Company.

Issued By: David Mayer, EVP, General Counsel
80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the Customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.5 Facilities and Equipment in Hazardous or Environmentally Sensitive or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in a hazardous or environmentally sensitive location or atmosphere. Customer shall indemnify, defend and hold harmless the Company and its employees, agents and managers from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, 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 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 in a hazardous or environmentally sensitive area and not due to the gross negligence or willful misconduct of the Company.

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80 Central Street
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Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the Customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The Customer shall indemnify and save the Company, its employees, agents and managers harmless from and against injury to or death of any person or damage to tangible property which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

OTHER THAN WARRANTIES EXPRESSLY SET FORTH IN THIS TARIFF, THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, AND THE COMPANY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

2.3.8 Limitation of Liability

2.3.8.1 The Company's liability for any failure or defect or interruption in service is limited to credits against monthly recurring charges as specifically set forth in Service Orders or other agreements executed by Customer and the Company. In the absence of a different agreement executed in writing, such credits shall be equal to the proportionate amount of monthly recurring charges for the fraction of the month during which the applicable service was unavailable and such unavailability was not due to Force majeure as defined at paragraph 2.3.8.3 below, or to failure of Customer's equipment or failure of Customer to allow Company access to its service locations.

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80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
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2.3.8.2 In no event shall the Company be liable for direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, loss of revenues or profit, loss of goodwill, loss of use of any property, cost of substitute performance, equipment or services, downtime costs or any claim for damages, even if advised of the possibility of such damages.

2.3.8.3 The Company shall not be liable to the Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall be events of Force Majeure and include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm, power failure, or other similar occurrences, any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local governments or of any department agency, board, court, bureau, corporation or other instrumentality of any one or more said governments) or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays.

If the Company's failure of performance by reason of Force Majeure specified above shall be for thirty (30) days or less, then the service shall remain in effect, but an appropriate percentage of charges shall be abated and/or credited in the discretion and determination of the Company; if for more than thirty (30) days, then the service may be canceled by either party without liability.

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Herndon, VA 20176

2.4 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.4.1 Customer Liability for Fraud and Unauthorized Use of the Network

2.4.1.1 Except as provided elsewhere in this tariff, the Customer is responsible for payment of all charges for services provided under this tariff furnished to the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by the Company, users, other third parties, the Customer's employees or the public.

2.4.1.2 The Customer is liable for all costs incurred as a result of unauthorized use of the network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.

2.4.1.3 The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the network.

2.4.1.4 The following activities constitute fraudulent use:

2.4.1.4.A Using or attempting to use the network without payment or with the intent to avoid payment for the service;

2.4.1.4.B Using or attempting to use the network in a manner to violate the law.

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2.5 Application for Service

2.5.1 Minimum Contract Period

2.5.1.1 Except as otherwise provided, the minimum contract period is one year for all services furnished.

2.5.1.2 The Company may require a minimum contract period longer than one year in connection with special arrangements or construction necessary to meet service demands.

2.5.2 Cancellation of Service

2.5.2.1 Customer may not cancel a Service Order unless the Company fails to install the service within ninety (90) days after the installation date set forth on the Service Order; provided that Customer may not cancel the Service Order if such delay is the result of action or inaction of the Customer or Force Majeure.

2.5.2.1 If Customer cancels a Service Order and such termination is not pursuant to paragraph 2.5.2.1, then Customer is responsible for payment of all non-recurring charges and monthly recurring charges that would be due during the term of the Service Order.

Issued By: David Mayer, EVP, General Counsel
80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

2.6 Payment for Service

- 2.6.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the Customer's bill. Service will continue to be provided until canceled by the Customer or discontinued by the Company as set forth in Section 2.15 of this tariff or individually negotiated agreement.
- 2.6.2 The Customer is responsible for payment of all charges for service furnished to the Customer. The Company will invoice Customer for any NRC associated with the Service upon or after execution of the applicable Service Order. The MRC associated with the Service will be billed and shall be payable in advance, except Customer usage based charges (if any) associated with the Service which will be billed in arrears. A MRC charge for a partial month will be pro-rated. Customer shall be responsible for payment of the MRC for the entire Service Term specified in the applicable Service Order.
- 2.6.3 The Company reserves the right to require from an applicant for service advance payments of recurring charges and non-recurring charge(s). The advance payment will not exceed an amount equal to the non-recurring charge(s) and three months' charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the Customer's initial bills.

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80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

2.7 Customer Deposits

- 2.7.1 The Company may require an applicant or a Customer to make a cash deposit to be held by the Company as a guarantee of the payment of charges for service. Deposits are requested when evaluation of credit information supplied by the Customer establishes that the Customer is a credit risk or in the case of unknown credit risk. Risk is evidenced by such occurrences as the Customer's service being interrupted for nonpayment, by tendering to the Company negotiable instruments that become dishonored, by establishing a record of delinquency in the payment for services rendered, either currently or previously, by applying for service with no demonstrable source of income, or by applying for service, having not discharged by agreement or payment any prior indebtedness for service. In the case of new business customers, the decision to require a deposit is based on the applicant's prior payment record for service. Established customers are required to post a deposit as a condition of continuing service, or reestablishing service which has been interrupted for nonpayment, where the Customer's payment or usage record indicate a substantial risk of revenue loss.
- 2.7.2 The amount of deposit generally shall not exceed the amount of charges for service which it is estimated will accrue for a period of three months; however, after service has been established and experience demonstrates that the amount of the outstanding deposit is not adequate, the Company may require an increase of the deposit.
- 2.7.3 Deposits will be credited to Customer's account if a reliable payment pattern of timely payment has developed. A reliable payment pattern is indicated by the absence of collection problems, such as overdue notices or interruption for nonpayment, for a period of twelve months. When the service is terminated, any balance of the deposit remaining after deduction of all sums due the Company will be returned to the Customer. If (and only if) required by Commission rules the return of the deposit will include simple interest for the period during which the deposit is held by the Company.

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2.7.4 Upon request of a deposit, the Company representative will provide detailed information concerning the Company's deposit policy, including a complete description of the Customer's rights and the Customer's right to contact the Commission in the event of a disagreement.

2.7.5 The fact that a deposit is held by the Company shall in no way relieve the applicant or Customer from compliance with the Company's requirements as to advance payments and payment for service, nor constitute a waiver or modification of the regulations pertaining to the discontinuance of service for nonpayment of any sums due the Company for the service rendered.

2.8 Late Payment Charges

2.8.1 The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this tariff. If Customer disputes all or any part of a bill, the Customer must notify the Company in writing within ninety (90) days of Customer's receipt of the bill pursuant to paragraph 2.11.1 below.

2.8.2 If any billed amount is not paid when due (generally within 30 days after invoice date), Customer shall pay the past due amount (including any disputed amount denied by the Company pursuant to paragraph 2.11.2), in addition to a late payment charge equal to the past due amount multiplied by a late factor. The late factor shall be the lesser of a rate of 1.5 percent (1.5%) per month, compounded monthly (or, if lower, the maximum rate allowed by law). Further, Company shall be entitled to recover from Customer all collection costs, including attorney fees.

2.9 Back Billing

The Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, for a period of two years after the service was rendered.

Issued By: David Mayer, EVP, General Counsel
80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

2.10 Overcharge/Undercharge

2.10.1 When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.

2.10.2 When a Customer has been undercharged, the amount shall be billed to the Customer.

2.11 Customer Complaints and Billing Disputes

2.11.1 Customers must notify the Company of billing or other disputes in writing within sixty (60) days of the receipt of the invoice and shall provide detailed information regarding any such disputed amounts. Any amounts disputed in good faith shall not be due and payable until such dispute is resolved as provided herein. All billed amounts not disputed in good faith and in writing by Customer within such sixty (60) days may not be disputed by Customer. All undisputed amounts are due and payable by the due date. The Company's Customer Service representatives may be contacted at:

80 Central Street
Boxborough, MA 01719
Toll-free Telephone: (888) 583-4237
Attn: Accounts Receivable Department

2.11.2 The Company shall respond to billing disputes submitted to it pursuant to paragraph 2.11.1 within sixty (60) days after the Company's receipt of the same. If the Company denies the dispute then the Customer shall pay the disputed amount but may appeal the decision to the Commission.

Issued By: David Mayer, EVP, General Counsel
80 Central Street
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Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

2.11.3 If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Company will inform the Customer of his or her right to file a complaint with the Commission in accordance with the Commission's rules of procedure. Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the Customer to:

State of New Jersey Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Trenton, New Jersey 08625-0350
(800) 624-0241

2.11.4 The Company provides the following toll free number, 1-888-583-4237 (888-LT-FIBER), for customers to contact the Company.

2.12 Taxes and Fees

2.12.1 All state and local taxes and fees shall be listed as separate line items on the Customer's bill.

2.12.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.12.3 Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.

Issued By: David Mayer, EVP, General Counsel
80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

2.13 Dishonored Check Charge

A Dishonored Check Charge applies when any negotiable instrument presented for payment for service or deposit becomes dishonored, and is returned to the Company from the bank.

The Dishonored Check Charge is \$50 per instrument, per return.
This charge is in addition to late payment charges.

2.14 Special Customer Arrangements

In cases where a Customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or non-recurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.15 Termination or Denial of Service:

2.15.1 The Company may decline to provide Service, or may terminate an existing Service, in the following cases:

2.15.1.1 Late Payment or Nonpayment. If Customer fails to pay any charge when due, or is late in payment for more than three months in any twelve month period.

2.15.1.2 Hazardous Condition. For a condition on the Customer's premises determined by the Company to be hazardous.

2.15.1.3 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

2.15.1.4 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.

2.15.1.5 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.

Issued By: David Mayer, EVP, General Counsel
80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

2.15.1.6 Illegal use of Service. Customer's use of service or equipment in a manner that violates the law.

2.15.1.7 Non-compliance with Regulations. For violation of or non-compliance with the Commission's rules or the Company's tariffs on file with the Commission.

2.15.1.8 Failure on Contractual Obligations. For failure of the Customer to fulfill its contractual obligations for service or facilities subject to regulation by the Commission.

2.15.1.9 Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment at a Customer location.

2.15.1.10 Failure to Comply with Service Conditions. For failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.15.2 If service is disconnected or suspended by the Company and later re-installed or restored, re-installation or restoration of service will be subject to all applicable installation charges.

2.16 Unlawful Use of Service

Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

2.17 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

Issued By: David Mayer, EVP, General Counsel
80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

3 Rates and Charges

3.1 Rates Generally: Individual Case Basis (ICB)

Rates and charges, including minimum usage, installation, special construction and recurring charges, for the Company's services are established at negotiated rates on an individual case basis (ICB), which may vary depending upon certain factors, including without limitation, the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and location. The terms of such arrangements shall be set forth in individual customer contracts and Service Orders. Unless otherwise specified, the terms, conditions, obligations, and regulations set forth in this tariff shall be incorporated into and become a part of, said contract, and shall be binding on the Company and Customer. The Company may or may not have an equivalent service in its tariff on file with the Commission and the quoted ICB rates may be different than the tariffed rates. Customers who are similarly situated may have non-discriminatory access to requesting the Company's services under an ICB rate. In the event of a conflict between this tariff and a contract and/or Service Order executed by the Customer and the Company, the contract and Service Order shall govern.

Issued By: David Mayer, EVP, General Counsel
80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

3.2 Calculation of Rates

- 3.2.1 To the extent that mileage is a rate element associated with a particular service, the rates for the mileage element are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by the incumbent local exchange carrier. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- 3.2.2 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis.

3.3 Trial Services

The Company may offer new services, not otherwise tarified, from time to time on a trial basis subject to Commission approval where required. Such trials are limited to a predetermined period of time specified by the Company. At the Company's option, and if permitted by Commission rules, a letter outlining the trial service may be filed with the Commission in lieu of tariff language.

Issued By: David Mayer, EVP, General Counsel
80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

4 Description of Services

4.1 SONET Service

4.1.1 Service Description

4.1.1.1 General

SONET Service provides high speed, synchronous optical fiber-based, full duplex data transmission capabilities. The Service is provisioned over the Company's shared SONET network and provides customers with SONET-based broadband access transport with the following capabilities.

DS3	Transmission services operating at the terminating bit rate of 45 Mbps
OC3, OC3c or STM-1	Transmission services operating at the terminating bit rate of 155.52 Mbps
OC12, OC12c	Transmission services operating at the terminating bit rate of 622.08 Mbps
OC48, OC48c	Transmission services operating at the terminating bit rate of 2,488 Mbps.
OC192, OC192c	Transmission services operating at the terminating bit rate of up to 9,953 Mbps

Issued By: David Mayer, EVP, General Counsel
80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

4.1.1.2 Terms and conditions

- 4.1.1.2.A SONET Service is available for a term period of 1, 2, 3, 4 or 5 years typically. In either case, the minimum service period for SONET Service is one year.
- 4.1.1.2.B Upon the mutual agreement between the Company and the Customer, at the expiration of the term plan, the service will be converted to month-to-month billing and rated at the then prevailing rates for month-to-month service. The Customer will also have the option of subscribing to any then effective term plan billing in lieu of service being provided as month- to-month billing.
- 4.1.1.2.C The installation of SONET Service is based on a negotiated interval.
- 4.1.1.2.D Any additional charges levied to the Company for space and power which are required in order to place add/drop multiplexers on the Company's side of the network interface will be the responsibility of the Customer.
- 4.1.1.2.E The Customer is responsible to specify in its Service Order what service configuration is to be contained in each service connection.
- 4.1.1.2.F Outage Credits for SONET service will be issued in accordance with Section 2.12 preceding.
- 4.1.1.2.G A change in location or change of the type of circuit will be treated as a discontinuance of the existing service and an installation of a new service. All associated non-recurring charges will apply for the new service. A new minimum period will be established for the new service. The Customer will also be responsible for all outstanding minimum service period obligations associated with the disconnected service.

Issued By: David Mayer, EVP, General Counsel
80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

4.1.1.3 Rates and Charges

4.1.1.3.1 Non-Recurring Charges ("NRC")

Protected Node Install	ICB
Unprotected Node Install	ICB
Protected Drop Circuit Install	ICB
Unprotected Drop Circuit Install	ICB
Protected Digital DS11install	ICB
Protected Digital DS3 Install	ICB
Unprotected Digital DS11install	ICB
Unprotected Digital DS31install	ICB

4.1.1.3.2 Monthly Recurring Charges ("MRC")

Protected OC3 Node	ICB
Protected OC12 Node	ICB
Protected OC48 Node	ICB
Protected OC192 Node	ICB
Unprotected OC3 Node	ICB
Unprotected OC12 Node	ICB
Unprotected OC48 Node	ICB
Unprotected OC192 Node	ICB
Protected Drop Circuit- DS3	ICB
Protected Drop Circuit- OC3/OC3c	ICB
Protected Drop Circuit- OC12/OC12c	ICB
Protected Drop Circuit- OC48/OC48c	ICB
Unprotected Drop Circuit- DS3	ICB
Unprotected Drop Circuit- OC3/OC3c	ICB
Unprotected Drop Circuit- OC12/OC12c	ICB
Unprotected Drop Circuit- OC48/OC48c	ICB
Protected Digital DS1	ICB

Issued By: David Mayer, EVP, General Counsel
80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

Protected Digital DS3	ICB
Unprotected Digital DS1	ICB
Unprotected Digital DS3	ICB

4.2 Ethernet Service

4.2.1 Service Description

4.2.1.1 General

Ethernet Service is a high speed, fiber-based data service which uses a shared fiber backbone network to allow for the interconnection of local area networks ("LANs") using the Ethernet protocol defined by IEEE 802.3. Ethernet Service includes, without limitation, the following types of Services:

E-Line:

A port based service providing dedicated UNIs for point to point connections. E-Line supports a single EVC between two (2) UNIs. Bandwidth ranges from 3Mbps to 5Gbps.

Ethernet Virtual Private Line (EVPL):

A VLAN based service providing multiplexed UNIs allowing multiple EVCs per UNI. Bandwidth ranges from 3Mbps to 5Gbps.

Ethernet LAN (E-LAN):

A VLAN based meshed service providing many-to-many services with dedicated or service-multiplexed UNIs. E-LAN supports transparent LAN service and multipoint Layer 2 VPNs. Bandwidth ranges from 3Mbps to 5Gbps.

Issued By: David Mayer, EVP, General Counsel
80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

Metro-E Advanced Private Line (MAPL):

A dedicated point-to-point switched Ethernet service provided within a metro area over dedicated fiber transport. Bandwidth ranges from 1Gbps to 10Gbps.

External Network to Network Interface (E-NNI)

An interconnection point between the Provider and Customer Ethernet networks as defined in MEF Specification 26. E-NNI is typically delivered as a 1Gbps or 10Gbps port.

4.2.1.2 Terms and Conditions

4.2.1.2.A Ethernet Service is available for a term period of 1, 2, 3, 4 or 5 years typically. In either case, the minimum service period for Ethernet Service is one year.

4.2.1.2.B Upon the mutual agreement between the Company and the Customer, at the expiration of the term plan, the service will be converted to month-to-month billing and rated at the then prevailing rates for month-to-month service. The Customer will also have the option of subscribing to any then effective term plan billing in lieu of service being provided as month-to-month billing.

4.2.1.2.C The charges to reroute service will be identical to a new installation.

4.2.1.2.D The network interface is the LAN interface on the Customer's equipment. The interface types are as follows:

10/100T
1000T
1000LX
1000SX
10 GigE

4.2.1.2.E The installation of Ethernet Service is based on a negotiated interval.

Issued By: David Mayer, EVP, General Counsel
80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

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- 4.2.1.2.F The Customer is responsible for any inside wire and associated equipment required in connecting the LAN to the Ethernet Optical Network equipment and the installation operation and maintenance of any Customer provided equipment.
- 4.2.1.2.G Any additional charges levied to the Company for space and power which are required in order to place equipment on the Company's side of the network interface will be the responsibility of the Customer.
- 4.2.1.2.H The Customer is responsible to specify in its Service Order what service configuration is to be contained in each service connection.
- 4.2.1.2.I A change in location or change of the type of circuit will be treated as a discontinuance of the existing service and an installation of a new service. All associated non-recurring charges will apply for the new service. A new minimum period will be established for the new service. The Customer will also be responsible for all outstanding minimum service period obligations associated with the disconnected service.

4.2.1.3 Rates and Charges

4.2.1.3.1 Non-Recurring Charges ("NRC")

Switched Ethernet UNI Install	ICB
Switched Ethernet EVPL EVC Install	ICB
Switched Ethernet ELAN EVC Install	ICB
Bundled Internet Access EVC Install	ICB

Issued By: David Mayer, EVP, General Counsel
80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

4.2.1.3.2 Monthly Recurring Charges (“MRC”)

Switched Ethernet UN110Mb	ICB
Switched Ethernet UN1100Mb	ICB
Switched Ethernet UNI1000Mb	ICB
Switched Ethernet EVPL EVC 10Mbps	ICB
Switched Ethernet EVPL EVC 20Mbps	ICB
Switched Ethernet EVPL EVC 30Mbps	ICB
Switched Ethernet EVPL EVC 40Mbps	ICB
Switched Ethernet EVPL EVC 50Mbps	ICB
Switched Ethernet EVPL EVC 100Mbps	ICB
Switched Ethernet EVPL EVC 150Mbps	ICB
Switched Ethernet EVPL EVC 200Mbps	ICB
Switched Ethernet EVPL EVC 300Mbps	ICB
Switched Ethernet EVPL EVC 400Mbps	ICB
Switched Ethernet EVPL EVC	ICB
Switched Ethernet EVPL EVC 600Mbps	ICB
Switched Ethernet EVPL EVC 700Mbps	ICB
Switched Ethernet EVPL EVC 800Mbps	ICB
Switched Ethernet EVPL EVC 900Mbps	ICB

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80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

Switched Ethernet EVPL EVC 1000Mbps	ICB
Switched Ethernet ELAN EVC 10Mbps	ICB
Switched Ethernet ELAN EVC 20Mbps	ICB
Switched Ethernet ELAN EVC 30Mbps	ICB
Switched Ethernet ELAN EVC 40Mbps	ICB
Switched Ethernet ELAN EVC 50Mbps	ICB
Switched Ethernet ELAN EVC 100Mbps	ICB
Switched Ethernet ELAN EVC 150Mbps	ICB
Switched Ethernet ELAN EVC 200Mbps	ICB
Switched Ethernet ELAN EVC 300Mbps	ICB
Switched Ethernet ELAN EVC 400Mbps	ICB
Switched Ethernet ELAN EVC 500Mbps	ICB
Switched Ethernet ELAN EVC 600Mbps	ICB
Switched Ethernet ELAN EVC 700Mbps	ICB
Switched Ethernet ELAN EVC 800Mbps	ICB
Switched Ethernet ELAN EVC 900Mbps	ICB
Switched Ethernet ELAN EVC 1000Mbps	ICB
Bundled Internet Access EVC 10Mbps	ICB

Issued By: David Mayer, EVP, General Counsel
80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

Bundled Internet Access EVC 20Mbps	ICB
Bundled Internet Access EVC 30Mbps	ICB
Bundled Internet Access EVC 40Mbps	ICB
Bundled Internet Access EVC 50Mbps	ICB
Bundled Internet Access EVC 100Mbps	ICB

4.2.1.3.5 Additional Charges

Additional charges will apply to serve locations that include Off-Net, require construction or lack adequate capacity to fulfill the request. Those specific charges will be quoted on a Customer specific basis.

4.3 Wavelength Service

4.3.1 Service Description

4.3.1.1 General

Wavelength Service uses Wave Division Multiplexing (WDM) technology and involves unique optical signals that are multiplexed and transmitted over a single fiber. At the receiver end, the composite signal is de-multiplexed and the individual unique signals are recovered. Wavelength Service can be delivered as protected or unprotected based on the end user requirements. Wavelength Service includes, without limitation, the following service types:

Point-to-Point:

Wavelength Service is delivered between two endpoints over Company's WDM network using a variety of protocols (Ethernet, SONET, Fiber Channel), in bandwidths ranging from 1Gbps to 100Gbps.

Issued By: David Mayer, EVP, General Counsel
80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

Managed Private Optical Network (MPON)

Managed Private Optical Networks are delivered between two or more endpoints using private fiber and private equipment, in bandwidths ranging from 1Gbps to 100Gbps.

4.3.1.2 Terms and Conditions

- 4.3.1.2.A Wavelength Service is available for a term period of 1, 2, 3, 4 or 5 years typically. The minimum service period for Wavelength Service is one year.
- 4.3.1.2.B Upon the mutual agreement between the Company and the Customer, at the expiration of the term plan, the service will be converted to month-to-month billing and rated at the then prevailing rates for month-to-month service. The Customer will also have the option of subscribing to any then effective term plan billing in lieu of service being provided as month- to-month billing.
- 4.3.1.2.C The installation of Wavelength Service is based on a negotiated interval.
- 4.3.1.2.D Any additional charges levied to the Company for space and power which are required in order to place equipment on the Company's side of the network interface will be the responsibility of the Customer.
- 4.3.1.2.E The Customer is responsible to specify in its Service Order what service configuration is to be contained in each service connection.
- 4.3.1.2.F Outage Credits for Wavelength Service will be issued in accordance with Section 2.12 preceding.

Issued By: David Mayer, EVP, General Counsel
80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

4.3.1.2.G A change in location or capacity will be treated as a discontinuance of the existing service and an installation of a new service. All associated non-recurring charges will apply for the new service. A new minimum period will be established for the new service. The Customer will also be responsible for all outstanding minimum service period obligations associated with the disconnected service.

4.3.1.3 Rates and Charges

4.3.1.3.1 Non-Recurring Charges (“NRC”)

Per Point Node EPL Install	ICB
Bundled Internet Access EVC	ICB

4.3.1.3.2 Monthly Recurring Charges (“MRC”)

Per Point Node EPL 100Mbps	ICB
Per Point Node EPL 1Gbps	ICB
Per Point Node EPL 10Gbps	ICB
Per Point Node EPL40Gbps	ICB
Per Point Node EPL 100Gbps	ICB
Per POP Node EPL 100Mbps	ICB
Per POP Node EPL 1Gbps	ICB
Per POP Node EPL 10Gbps	ICB
Per POP Node EPL 40Gbps	ICB
Per POP Node EPL 100Gbps	ICB

4.3.1.3.5 Additional Charges

Additional charges will apply to serve locations that include Off-Net, require construction or lack adequate capacity to fulfill the request. Those specific charges will be quoted on a Customer specific basis.

Issued By: David Mayer, EVP, General Counsel
80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176