

BIF IV Intrepid OpCo LLC  
11001 W 120<sup>th</sup> Avenue, #305  
Broomfield, CO 80021

TERMS AND CONDITIONS FOR FURNISHING  
INTRASTATE TELECOMMUNICATIONS SERVICES  
WITHIN THE STATE OF NEW JERSEY

This service guide contains the terms and conditions applicable to the furnishing of intrastate telecommunications services and facilities provided by BIF IV Intrepid OpCo LLC with principal offices at 11001 W 120<sup>th</sup> Avenue, #305, Broomfield, CO 80021. This Service Guide is available on the Company's website at [www.intrepidfiber.com](http://www.intrepidfiber.com). Copies may be inspected during normal business hours at the Company's principal place of business.

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Per Authorization Granted by the New Jersey Board of Public Utilities in Docket No. TE23110861.  
Effective: April \_\_\_\_, 2024

Issued By:  
Eric Voss, Director, Market Expansion  
11001 W 120<sup>th</sup> Ave., #305  
Broomfield, CO 80021

**CHECK SHEET**

The sheets inclusive of this service guide 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 service guide and are currently in effect as of the date on the bottom of this sheet.

Page	Number of Revision	Page	Number of Revision
Title	Original		
1	Original	28	Original
2	Original	29	Original
3	Original	30	Original
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**Service guide Format**

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the service guide. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
- D. **Check Sheets** -. The Check Sheet lists the pages contained in the service guide, 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 service guide user should refer to the latest Check Sheet to find out if a particular page is the most current.

**Explanation of Symbols**

- (C) - To signify changed administrative regulation
- (M) - To signify text relocated without change
- (N) - To signify a new regulation or other text
- (S) - To signify matter reissued or repeated for clarification
- (T) - To signify a change in text
- (Z) - To signify a correction

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## DEFINITIONS

"Applicant" refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

"Business Hours" refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays

"Company" or "Intrepid" refers to BIF IV Intrepid OpCo LLC.

"Board" refers to the New Jersey Public Utilities Board.

"Customer" refers to any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

"Delinquent or Delinquency" refers to an account for which payment has not been paid in full on or before the last day for timely payment.

"Facility" refers to one or all of the elements of a physical plant used to provide telecommunications services.

"ICB" refers to pricing arrangements made on an individual case basis.

"On-Net" refers to services where all originating and terminating points are on existing Company owned or operated facilities.

"Service" refers to any telecommunications service(s) provided by the Company under this service guide.

"Subscriber" refers to the firm, company, corporation, or other entity that contracts for service under this service guide and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this service guide.

"Service Guide" refer to the service guides, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company's website in accordance with the regulations of a state or federal regulatory authority.

**SECTION 1. APPLICATION OF SERVICE GUIDE**

- 1.1 This service guide governs the services provided by BIF IV Intrepid OpCo LLC that originate and terminate within the State of New Jersey. Specific services are described elsewhere in this service guide.
- 1.2 The Company installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this service guide. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- 1.3 The Company's services are available to large enterprise, government and wholesale Customers only.

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**SECTION 2. RULES AND REGULATIONS****2.1 Undertaking of the Company**

This service guide contains the terms and conditions applicable to resold and facilities-based competitive telecommunications services provided by the Company in the State of New Jersey.

**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 pursuant to this service guide.
- 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 the noncompliance by the Customer, 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.

**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.2 Obligations of the Customer (Cont'd)

2.2.1 (Cont'd)

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.

2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. 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 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.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.2 Obligations of the Customer (Cont'd)**

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 service guide) 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 service guides 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 service guide 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 In view of the fact that the Customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.3 Liability of the Company (Cont'd)****2.3.1 (Cont'd)**

- (A) The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Company's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Company, shall not result in the imposition of any liability upon Company.
  
- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this service guide, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.3 Liability of the Company (Cont'd)****2.3.1 (Cont'd)**

- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Company will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Company, which furnishes services, facilities, or equipment used in connection with Company's services or facilities.
- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS SERVICE GUIDE, COMPANY MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (E) IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

**2.3.2 Limitation of Liability**

- 2.3.2.1 Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action or request of the government, or any department, agency, Board, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each, a "Force Majeure Event"). The Party claiming relief under this Section shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the termination of such event. In the event Company is unable to deliver Services as a result of a Force Majeure Event, Customer shall not be obligated to pay for

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.3 Liability of the Company (Cont'd)****2.3.2 Limitation of Liability**

the Services so affected for as long as the Company is unable to deliver the Services.

**2.4 Application for Service****2.4.1 Minimum Contract Period**

2.4.1.1 Except as otherwise provided in an accepted Service Order, the minimum initial contract period is one year for all services furnished. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

2.4.1.2 The Company may require a minimum initial contract period longer than one year in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

**2.4.2 Cancellation of Service**

2.4.2.1 Where the applicant cancels an order for service at least ten (10) days prior to the Company's delivery of a firm order commitment date ("FOC Date"), the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

A. The total costs of installing and removing such facilities; or

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.4 Application for Service (Cont'd)****2.4.2 Cancellation of Service**

B. The monthly charges for the entire initial contract period of the service ordered by the Customer as provided in this service guide plus the full amount of any applicable third-party installation and termination charges.

2.4.2.3 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions. As used in this Section 2.4, region shall mean geographic service territories for which the Company has been approved by the Board to provide service.

2.4.2.4 In the event the Company plans to exit a current region, the Company shall obtain any required Board approval and provide Customer with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services, without penalty, in the affected region upon receiving notice. If Customer so requests, Company will assist Customer in transitioning its services to another provider.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.5 Payment for Service**

- 2.5.1 Company will bill Customer monthly, unless there is a contract for a longer billing period, with recurring charges being billed in advance and any usage charges billed in arrears. All amounts due Company are payable in full within thirty (30) days ("Due Date") from the date of invoice ("Bill Date").
- 2.5.2 Payments are past due if not received by the Company by the Due Date. Any outstanding, undisputed amounts past due will be subject to a late payment charge accruing until paid. The Company will not assess a late fee on a previously unpaid late fee. In addition, invoices not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this service guide, may result in suspension of service until the overdue payment and any additional charges that may be imposed to restore service, have been paid. Customer agrees to pay all reasonable costs, including but not limited to, collection agency and attorney fees, incurred by Company in collecting any unpaid amounts. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and Company shall notify Customer in writing and allow five (5) days for Customer to cure a monetary breach, and if default remains uncured, Company may terminate services hereunder for nonpayment.
- 2.5.3 The Customer is responsible for payment of all charges for service furnished to the Customer. Charges based on actual usage during a month will be billed monthly, unless there is a contract for a longer billing period, in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.4 The Company reserves the right to require advance payment from an applicant for nonrecurring charge(s), which may include construction charges, installation charges, permitting charges, etc. The Company shall not require advance payment of any monthly recurring charges.



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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.6 Customer Deposits**

2.6.1 The Company may require a deposit or guarantee of payment from any Customer or applicant who has not established good credit with the Company. Deposit or guarantee of payment requirements as prescribed by the Company must be based upon standards which bear a reasonable relationship to the assurance of payment.

A deposit shall not exceed an estimated two months gross bill or existing two months bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company will not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return.

The Company may determine whether a Customer has established good credit with that Company, except as herein restricted:

- 2.6.1.1 A Customer, who within the last 12 months (i) has not had service suspended or disconnected for nonpayment of a bill, (ii) has not had late payments more than 3 of the preceding 12 months and (iii) has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.
- 2.6.1.2 The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.6 Customer Deposits (Cont'd)**

2.6.1.3 The Company shall not use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a Customer's credit history without the permission in writing of the Customer. Any credit history so used shall be mailed to the Customer in order to provide the Customer an opportunity to review the data. Refusal of a Customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the Company as to that Customer's credit history.

2.6.1.4 Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within thirty (30) days to the customer.

**2.6.2 Return of Deposit**

The Company shall review a customer's account once every two years and return any deposit if the customer has met requirements of establishing credit. Upon termination of service, if a deposit is still being held, the deposit with accrued interest shall be credited to the Customer's final invoice and the balance shall be returned within 45 days 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 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. RULES AND REGULATIONS (Cont'd)****2.6 Customer Deposits (Cont'd)****2.6.3 Guarantee of Payment**

The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement, is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the Customer has closed and paid the account with the Company, or at the guarantor's request upon 60 days' written notice to the Company. Upon termination of a guarantee contract or whenever the Company deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the Customer.

The service of any Customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Board Rules. The Company will provide written notice to Customer by first class mail or personal delivery at least ten (10) days before the disconnection of service, excluding Sundays and legal holidays. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account he has guaranteed unless the guarantor waives such notice in writing.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.7 Customer Complaints and Billing Disputes**

2.7.1 In the event that Customer disputes any charges, Customer must submit a written claim or telephone the Company describing the disputed amount. Customers with complaints or inquiries may contact the Company at the address and telephone number below. The Company will provide customers with access to live customer service agents during normal business hours via their toll free number. The Company's bills will also include the toll-free number of the Board together with a statement advising customers that they may contact the Board if they are unable to resolve a billing inquiry with the carrier. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Company within one hundred eighty (180) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Company shall investigate and resolve all disputes within ten (10) days of receipt of the dispute, or notify the customer that additional ten (10) business days are needed, and Company's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by Company must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

2.7.2 Customers may register any inquiry or complaint at:

BIF IV Intrepid OpCo LLC,  
11001 W 120<sup>th</sup> Avenue, #305  
Broomfield, CO 80021  
Telephone: 866-371-1860

2.7.3 Customers unable to resolve a dispute with the Company should provide the following information to the Boarder's office: Name, Address, Parish, Phone Number; Email Address; Name of Company you are complaining about; a brief statement of facts.

## **SECTION 2. RULES AND REGULATIONS (Cont'd)**

### **2.7 Customer Complaints and Billing Disputes (Cont'd)**

Complaints may be submitted by regular postal or electronic mail, phone/fax as follows:

New Jersey Public Utilities Board  
Division of Customer Assistance  
44 South Clinton Ave.  
P.O. Box 350  
Trenton, NJ 08625-0350  
Utility Complaints (Toll Free): (800)-624-0241  
online <http://www.state.nj.us/bpu/assistance/complaints/inquiry.html>

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.8 Credits for Interruptions in Service**

2.8.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.8.2 The following credits are provided for interruptions in service, as specified for particular services furnished solely by the Company:

2.8.2.1 In the event that any service provided by the Company becomes unavailable due to a Service Outage, as defined below, for reasons other than an Excused Outage, as defined below, Customer will be entitled to a service credit off of the monthly recurring charge for the affected circuit(s) based upon the cumulative length of time of the Service Outage in a given month as set forth below:

Length of Service Outage (in hrs:mins:secs)	Credit for Protected Services	Credit for Unprotected Services
0:00:01 — 1:00:00	0%	0%
1:00:01 — 2:00:00	2%	0%
2:00:01 — 3:00:00	5%	0%
3:00:01 — 4:00:00	10%	0%
4:00:01 — 8:00:00	20%	10%
8:00:01 — 24:00:00	50%	20%
24:00:01 — 48:00:00	75%	30%
More than 48 hours	100%	40%

For the purposes of this Section, "Protected" means a Service that has end to end fiber path diversity and protected handoffs and "Unprotected" means a Service that does not meet the Protected definition above.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.8 Credits for Interruptions in Service (Cont'd)****2.8.2 (Cont'd)**

2.8.2.2 For purposes of this Section, "Service Outage" means the break in transmission measured from the first ten (10) consecutive severely erred seconds ("SESs") on the affected Company circuit until the first ten (10) non-SESs which is known by the Company. An SES is measured with a bit error ratio of greater than or equal to 1 in 1000. To be eligible for a credit under this Section, the Service Outage must last for more than sixty (60) consecutive minutes. Service credits shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the next bill to Customer. Customer will provide Company with the information necessary to validate the Service Outage and whether a credit is due under this Section. If the Customer reports Services or a facility or circuit to be unavailable but declines to release it for testing and repair, it is considered to be impaired, but shall not be deemed a Service Outage.

2.8.2.3 Service credits shall not apply to "Excused Outages", which are defined as outages (i) caused by the negligence or acts of Customer and/or its end user, affiliates, agents or representatives, (ii) the failure or malfunction of equipment or systems that are owned or controlled by Customer or Customer's agents or other third party (including off-net facility providers); (iii) a Force Majeure Event; (iv) during any period in which the Company is not given access to the service premises; or (v) a planned Service Outage, including planned network testing or maintenance, and unscheduled emergency, maintenance, alteration or implementation.

2.8.2.4 Within sixty (60) days after the Service Outage occurs, Customer shall provide a written or oral request to the Company for a service credit. If Company confirms the Service Outage qualifies for a credit hereunder, the Company will grant the service credit within thirty (30) days from receipt of said notice. Unless otherwise specifically stated, Service Outages are not aggregated for purposes of determining the credit allowance. Any credit for a service outage lasting more than 72 hours will be made to the Customer, without need for the customer to make a request.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.8 Credits for Interruptions in Service (Cont'd)**

The Company agrees to provide a written Service Outage report within three (3) business days to a designated Customer contact list when requested by Customer. The service outage report will identify the impaired Circuit(s), the beginning and ending time/date of the Service Outage and the root cause of the Service Outage. The maximum service credit in a calendar month for any affected circuit shall not exceed one hundred percent (100%) of the corresponding monthly recurring charge for the affected circuit.

The Company shall notify the Board of any major interruptions in service that affect the Company's entire system or any major division, on the same day as the outage occurs or at the start of the next business day if outage occurs after normal business hours. Major interruptions are those that affect or more 1000 Customers and lasting longer than thirty (30) minutes. If an interruption occurs that affects 10,000 or more customers or certain infrastructure as described in N.J.A.C § 14:3-3.7, the Company shall report such outage to the Commission within 30 minutes,

The Company may temporarily and without notice interrupt service for an operational emergency, necessary and unavoidable network maintenance, or reasons related to the public safety and welfare.

**2.9 Taxes, Fees and Surcharges**

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

2.9.2 If a municipality, other political subdivision or local agency of government, or the Board imposes and collects from the Company a gross receipts tax, occupation tax, real estate 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.

2.9.3 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.



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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.10 Returned Check Charge**

The charge for a returned check is \$20.00.

**2.11 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 service guide, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

**2.12 Disconnection and Termination of Service****2.12.1 Disconnection of Service**

Company shall have the right consistent with New Jersey law to refuse or discontinue telephone service or service arrangements if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Company or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay.

Company will provide written notice by first class mail or personal delivery at least ten (10) days before the disconnection of service, excluding Sundays and legal holidays, identifying the date of disconnection, the reasons for disconnection, and the methods, if any, for avoiding the disconnection, and the Customer's right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. Company may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.12 Disconnection and Termination of Service (Cont'd)****2.12.2 Disconnection of Service Requiring Notice**

Disconnection notices issued by the Company will inform the Customer facing service disconnection of the total amount which the Customer would need to pay in order to avoid disconnection of service. Such notices shall also inform the Customer of the Company's legal obligation, if applicable, to provide service to customers whose access service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.

2.12.2.1 The Company may disconnect service for any of the following reasons provided it has notified the Customer of its intent, in writing, to disconnect service and has allowed the Customer a reasonable time of not less than ten (10) days in which to remove the cause for disconnection:

- A. Non-compliance with Regulations. For violation of or non-compliance with Board's rules and regulations or for violation of or non-compliance with the Company's service guides on file with the Board.
- B. Failure on Contractual Obligations. For failure of the Customer to fulfill his contractual obligations for service or facilities subject to regulation by the Board.
- C. Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment and property.
- D. Failure to meet the utility's deposit and credit requirements.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.12 Disconnection and Termination of Service (Cont'd)****2.12.2 Disconnection of Service Requiring Notice****2.12.2.1 (Cont'd)**

- E. For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection, and has given the Customer written notice by first class mail or personal delivery at least ten (10) days before disconnection (excluding Sundays and legal holidays) identifying the date of disconnection, the reason(s) for disconnection and the methods, if any, for avoiding disconnection. Service disconnections shall not be made on Friday, Saturday, Sunday, a legal holiday, or at any time the utility's business offices are not open, except in the case of an emergency.
- F. 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.

**2.13 Unlawful Use of Service**

2.13.1 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. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a Customer when:

- 2.13.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- 2.13.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

**SECTION 2. RULES AND REGULATIONS (Cont'd)**

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Issued By:  
Eric Voss, Director, Market Expansion  
11001 W 120<sup>th</sup> Ave., #305  
Broomfield, CO 80021

## 2.13 Unlawful Use of Service (Cont'd)

2.13.2 If service has been physically disconnected by law enforcement officials at the Customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

## 2.14 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.

## 2.15 Overcharges and Undercharges

When a Customer has been overcharged, the amount shall be refunded or credited to the Customer. When it has been determined that the Customer was charged an incorrect rate that is lower than the correct rate, the Customer shall be allowed to repay the amount over a period no shorter than the time period for which the billing was incorrect or pursuant to payment arrangements made by mutual agreement.

## 2.16 Notices

Any notice required or permitted to be given under this service guide shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the Customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

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**SECTION 3. DESCRIPTION OF SERVICES****3.1 General**

The various types of service offered by the Company are described below. The Company's services are billed at monthly rates negotiated on an ICB, unless there is a contract for a longer billing period. Recurring charges are billed in advance of the month in which the service is provided. Any optional features and extraordinary installation costs other than recurring and nonrecurring charges may apply as described herein. Customers requesting these services may subscribe to services on an individual case basis as described in Section 3.5.

**3.2 Service Configurations**

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

**3.2.1 Point-to-Point Service**

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

**3.2.2 Multipoint Service**

Multipoint Services connect three or more premises designated by the Customer through a Company hub. While there is no limitation on the number of locations that may be connected through multipoint service, the quality of service may be degraded when more than three points are connected. Multipoint services may be provided where it is technically possible to provide those services. However, if the Company determines that the requested multipoint service is not feasible, the Customer will be notified and provided an opportunity to change the order within forty-five (45) days.

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

3.3 Service Descriptions and Technical Specifications. The Company plans to offer the following services:

3.3.1 100Mbps through 1Gbps (in 100Mb increments) and 10Gbps Ethernet Service

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

3.3.2 1.0 Gbps, 2.5Gbps and 10Gbps Wavelengths

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

3.3.3 Wholesale Fiber-to-the-Premise Access (Residential)

The Company will build Fiber to the Home and allow an Open Access structure where the Company will provide High Speed Data Services access to Internet Service Providers (ISP). Open Access provides an ISP access to a Home to sell High Speed Data Services, for a fixed monthly rate based on Bandwidth tiers to a household.

3.3.4 Wholesale Fiber-to-the-Premise Access (Small Business)

The Company will build Fiber to the Small Business and allow an Open Access structure where the Company will provide High Speed Data Services to Commercial Internet Service Providers (ISP). Open Access provides an ISP access to a Small Business to sell Broadband, for a fixed monthly rate based on Bandwidth users and based on the Bandwidth Speed to Small Businesses.

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

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

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

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

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

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

**3.4.3 Extraordinary Charges**

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

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

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

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)****3.5 Contract Rates — Special Pricing Arrangements — ICB**

3.5.1 In lieu of the rates, terms and conditions set forth in this Service guide, rates and charges may be established at negotiated rates on an ICB, taking into account 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 use of facilities by other Customers.

Such arrangements shall be considered Special Pricing Arrangements, the term of which will be set forth in individual Customer contracts. Unless otherwise specified in the individual Customer contract, the terms, conditions, obligations and regulations set forth in this Service guide shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer. In the event of a conflict between the terms and conditions of this Service guide and an individual Customer contract, the terms and conditions from the individual Customer contract shall apply unless expressly stated otherwise. Specialized rates or charges will be made available to similarly-situated Customers on a non-discriminatory basis. The Company will file notice to the Board of any contracts with Customers, within ten (10) days after the contract is negotiated and executed. The notice shall include a summary including description of the services to be offered and the prices and a statement confirming that the prices to be charged for the regulated telecommunications services cover the Board-defined cost of providing the service and represent a competitive offer.

3.5.2 In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the telephone company, at the Company's option.

**3.6 Taxes****3.6.1 Sales, Use and Excise Taxes**

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.



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**SECTION 4. RATES AND CHARGES****4.1 General Regulations**

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

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

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

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

**4.3 Special Construction****4.3.1 Bases for Rates and Charges**

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

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**SECTION 4. RATES AND CHARGES (Cont'd)****4.3 Special Construction (Cont'd)**

4.3.2 Costs as set out on an ICB may include one or more of the following items to the extent that they are applicable:

- A. Installed cost of the facilities, including estimated costs for the rearrangement of existing facilities. Cost installed includes the cost of:
  - 1. equipment and materials provided or used,
  - 2. engineering, labor and supervision,
  - 3. transportation, and
  - 4. rights-of-way;
- B. cost of maintenance;
- C. depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes, and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing, and related fees;
- F. service guide preparation, processing, and related fees; or
- G. any other identifiable costs related to the facilities provided.

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Issued By:  
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