

Spectrotel of New Jersey, LLC  
d/b/a OneTouch Communications  
d/b/a Surfstone  
d/b/a Touch Base Communications  
3535 State Highway 66, Suite 7  
Neptune, New Jersey 07753

New Jersey Price List  
Original Title Page

Effective: August 25, 2014

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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NEW JERSEY

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

OF

Spectrotel, Inc.  
d/b/a OneTouch Communications  
d/b/a Surfstone  
d/b/a Touch Base Communications

This Price List contains the descriptions, regulations, and rates applicable to the provision of Local Exchange Telecommunications Services provided by Spectrotel, Inc. d/b/a One Touch Communications with principal offices at 3535 State Highway 66, Suite 7, Neptune, New Jersey 07753 for services furnished within the State of New Jersey. This Price List may be inspected, during normal business hours, at the Company's principal place of business or at the Company's website at:

<http://www.spectrotel.com/support/faqs/tariffs/>

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CHECK SHEET

Pages of this Price List, as indicated below, are effective as of the date shown on the respective pages. Original and revised pages, as named below, comprise all changes from the original Price List and are currently in effect as of the date of this page.

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this Price List for the purpose indicated below:

- (C) - To signify changed regulation.
  - (D) - To signify discontinued rate or regulation.
  - (I) - To signify increased rate.
  - (M) - To signify a move in the location of text.
  - (N) - To signify new rate or regulation.
  - (R) - To signify reduced rate.
  - (S) - To signify reissued matter.
  - (T) - To signify a change in text but no change in rate or regulation.
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SECTION 1 - DEFINITIONS

For the purpose of this Price List, the following definitions apply:

Advance payment is a part or all of a payment required before the start of service.

Automatic number identification (ANI) is the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Customer. The primary purpose of ANI is for billing toll calls.

Bit is the smallest unit of information in the binary system of notation.

Board refers to the New Jersey Board of Public Utilities, unless otherwise indicated.

Company refers to Spectrotel of New Jersey, LLC d/b/a One Touch Communications d/b/a Surfstone d/b/a Touch Base Communications, unless otherwise indicated.

Customer or subscriber is the person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Deposit is the cash or equivalent of cash security held as a guarantee for payment of the charges.

DID trunk is a form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of an operator.

Direct inward dial (DID) is a service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct outward dial (DOD) is a service option that allows individual station users to access and dial outside numbers directly.

End office is a location where the Company's switch is installed. The switch is assigned an NPA-NXX code and is the point of interconnection for that NPA-NXX code listed in the Local Exchange Routing Guide.

End user is a customer, joint user or any other person authorized by a Customer to use service provided under this Price List.

Exchange is a geographical area established for the rating of telecommunications.

Exchange telephone company or telephone company is any individual, partnership, association, joint-stock company, trust or corporation authorized by the state regulatory commission to provide public switched communications throughout an exchange area or between exchange areas.

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SECTION 1 – DEFINITIONS, (CONT'D.)

Hearing impaired refers to all persons with communication impairments, including the hearing impaired, deaf, deaf/blind and speech impaired whose impairment prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting is the routing of a call to an idle station line in a prearranged group when the called station line is busy.

IXC or interexchange carrier is a long distance telecommunications services provider that furnishes services between exchange areas.

Kilosegment - A segment is a means of measuring the volume of transmitted information. The segment size is the number of octets of call user data contained in a packet segment. The standard segment size is 64 octets. The number of segments in a packet is determined by dividing the number of octets of call user data in a packet by 64 and rounding up. A kilosegment is one thousand segments.

Local access and transport area (LATA) is a geographical area established under the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

Local Calling is a completed call or telephonic communications between a calling station and any other station within the local service area of the calling station.

Monthly recurring charges are those monthly charges to the Customer for services, facilities or equipment which continue and are billed to the Customer each month for the duration of the service.

Nonrecurring charge (NRC) is the initial charge, usually assessed on a one-time basis, to install equipment and facilities to establish service.

Numbering plan area (NPA) is the same as an area code.

PBX means private branch exchange.

Presubscription is an arrangement whereby a Customer may select and designate to the Company a carrier he or she wishes to access, without an access code, for completing intraLATA and/or interLATA toll calls. The selected carrier is referred to as the Primary Interexchange Carrier.

Recurring charges are the same as monthly recurring charges.

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SECTION 1 – DEFINITIONS, (CONT'D.)

Service commencement date is the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards in the service order or this Price List, in which case the service commencement date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute service commencement date.

Service order is the written request for network services executed by the Customer and the Company. The signing of a service order by the Customer and acceptance by the Company begins the respective obligations of the parties in that order and under this Price List. The duration of the service is calculated from the service commencement date.

Shared refers to a facility or equipment system that can be used simultaneously by several Customers.

Station refers to telephone equipment from or to which calls are placed.

Trunk is a communications path connecting two switching systems in a network, used in the establishment of an end to end communication.

Two-way service includes both outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage based charges are rates for minutes or messages traversing over local exchange facilities.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service under the terms of this Price List with one-way and two-way information transmission originating from and terminating to points within New Jersey.

2.1.2 Shortage of Equipment or Facilities

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- A. Service is provided for a minimum period of thirty (30) days, twenty-four (24)-hours per day. For the purpose of computing charges in this Price List, a month is considered to have thirty (30) days.
  - B. Customers may be required to enter into written or oral service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Price List. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
  - C. Except as otherwise stated in the Price List, at the expiration of the initial term specified in each service order, or in any extension of the service order, service shall continue on a month-to-month basis at the then current rates, unless terminated by either party. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Price List prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
  - D. This Price List shall be interpreted and governed by the laws of New Jersey without regard to any choice of laws provision under a written contract or service order.
  - E. Other carriers may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
  - F. To the extent that either the Company or any other carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

- G. The Company reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume or term discounts.
  
  - H. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- A. In view of the fact that the Customer has exclusive control of his communications over the facilities furnished him by the Company, and other uses for which facilities may be furnished him by the Company, and because of the unavoidableness of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the regulations and limitations specified herein.
  - B. The Company's failure to provide or maintain facilities under this Price List shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control, subject to the interruption allowance provisions under this Price List.
  - C. Defacement of premises - No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
  - D. Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this Price List. With respect to any other claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the Customer's premises and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- E. The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this Price List. With respect to any other claim or suit, by a Customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the Customer under this Price List as an allowance for interruptions. However, any such mistakes, omission, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the Customer, or authorized user, or joint user, or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
  - F. The Company shall not be liable for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.
  - G. Directory Errors - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this Price List. With respect to any other claim or suit, by a Customer or any others, for damages arising from errors or omissions in the making up or printing of its directories or in accepting listings as presented by Customers or prospective Customers, the Company's liability, if any, shall not exceed the amount paid for the directory listing during the period covered by the directory in which the error or omission occurred, or in the case of a free or no-charge listing, credit shall equal two times the monthly rate for an additional listing for the life of the directory or the charge period during which the error, mistake or omission occurred.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- H. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
  - I. The Company makes no warranties or representations expressed or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
  - J. Failure by the Company to assert its rights under a provision of this Price List does not preclude the Company from asserting its rights under other provisions.
  - K. With respect to Emergency Number 911 Service:
    - 1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits, or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
    - 2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies, or municipalities, or the employees or agents of any one of them.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

K. With respect to Emergency Number 911 Service:, (Cont'd.)

3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this Price List, the Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
  - B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
  - C. Equipment the Company provides or installs at the Customer premises shall not be used for any purpose other than that for which the equipment is provided.
  - D. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use with this service shall be so constructed, maintained and operated as to work satisfactorily with the Company's facilities.
  - E. The Company shall not be responsible for the installation, operation or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished under this Price List, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Price List and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
    - 1. the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
    - 2. the reception of signals by Customer-provided equipment; or
    - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this Price List, special construction of facilities may be undertaken on a reasonable effort basis at the Customer's request. Special construction is construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
  - B. of a type other than that which the Company would normally utilize in the furnishing of its services;
  - C. over a route other than that which the Company would normally utilize in the furnishing of its services;
  - D. in a quantity greater than that which the Company would normally construct;
  - E. on an expedited basis;
  - F. on a temporary basis until permanent facilities are available;
  - G. involving abnormal costs; or
  - H. in advance of its normal construction.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.9 Ownership of Facilities

Title to all facilities provided under this Price List remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Board's regulations, policies, orders and decisions.

2.2.3 The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 A Customer or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this Price List will apply.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges under this Price List;
  - B. 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 non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
  - C. providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
  - D. obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(c). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer; the Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
  - E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment; the Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company 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 (e.g., friable asbestos) prior to any construction or installation work;
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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- F. 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 Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
  - G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
  - H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.
  - I. The Customer is responsible for taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any Company service(s) as described herein.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
  - B. To the extent caused by any negligent or intentional act of the Customer as described in paragraph A preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff or price list of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
  - C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Price List including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Price List is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Price List. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Price List.

2.4.2 Station Equipment

- A. Terminal equipment on the Customer's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
  - B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Inspections

- A. Upon suitable 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 under Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C. If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

2.4.4 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
  - B. Service provided herein may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or price lists of the other communications carriers which are applicable to such connections.
  - C. Facilities furnished under this Price List may be connected to Customer-provided terminal equipment in accordance with the provisions of this Price List.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to one (1) month's estimated billing, upon which the advance can be collected and subsequently rebilled. In addition, the advance payment may also include an amount equal to the estimated nonrecurring charges and recurring charges for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's next bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guaranty for the payment of charges under Board rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment. The deposit will not exceed an amount equal to the average monthly charge over an estimated twelve (12) month period increased by one (1) month's average bill. If the actual bills of the Customer subsequently prove the deposit is either insufficient or excessive, the deposit may be changed in accordance with the facts.
  - B. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
  - C. Deposits will accrue interest annually in accordance with Board rules, at a rate specified by the Board. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
  - D. The Company shall annually and automatically refund the deposits of residential Customers who have paid bills for twelve (12) consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the New Jersey gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

Certain telecommunications services, as defined in the New Jersey statutes, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in New Jersey, or both, and are charged to a Customer's telephone number or account in New Jersey.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable upon receipt of the Company's invoice by the Customer.
  - B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable upon receipt. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
  - C. 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. For this purpose, every month is considered to have thirty (30) days.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.2 Billing and Collection of Charges, (Cont'd.)

- D. Customer billing will begin on the service commencement date, which is the day the Company notifies the Customer that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards under this Price List or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
  - E. If any portion of the payment is not received by the Company within sixteen (16) days of the postmark of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a one-time late payment charge of 1.5% per month shall be due to the Company for past due amounts which have not previously been subject to late payment fees. If the last calendar day for remittance falls on a Sunday, legal holiday or other day when the offices of the Company are closed, the final payment shall be extended through the next business day. Pursuant to N.J.A.C. 14:3-7.14(f) (2), late payment charges will not be applicable to any state, county or municipal government entity or any residential customer.
  - F. The Customer should notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Board in accordance with the Board's rules of procedure.
  - G. If service is disconnected by the Company under Section 2.7 and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company under Section 2.7 and later restored, restoration of service will be subject to the rates in Section 4.3.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.2 Billing and Collection of Charges, (Cont'd.)

F. Contents of Bill

Bills rendered for the Company's service(s) will include the following information:

- The telephone number or other numerical or alphabetical designation;
- The date of the assigned billing period;
- Clear identification of each service provider;
- The toll-free number the customer can call with questions;
- Total recurring and non-recurring charges for service and equipment, and the number and total charge for message units, if any;
- A separate line item on a quarterly basis for local service and each optional service item provided, if any;
- Total charge for calls outside the local service area supported by statement;
- Total United States Federal Excise Tax;
- New Jersey Sales Tax;
- Total Subscriber Line Charge, Universal Service Fund, Lifeline, Link-Up America or similar charges or credits; and
- Total charge for advertising in local directories.

2.6.3 Returned Check Charge

A service charge equal to \$25.00 will be assessed under New Jersey law for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Disconnection and Reconnection

2.7.1 Service may be discontinued or refused for any of the following reasons:

- A. As requested by the Customer.
  - B. When a telephone bill becomes delinquent.
  - C. When the Customer misrepresents his or her identity for the purpose of obtaining telephone service.
  - D. When the Customer violates any rule of the Company, and the violation adversely affects the safety of the Customer or other persons, or the integrity of the telephone system.
  - E. When the Customer causes or permits unauthorized interference with or use of telephone service situated on or about the Customer's premises.
  - F. For refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
  - G. When the Customer moves from the premises unless the Customer requests that service be continued.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Disconnection and Reconnection, (Cont'd.)

2.7.2 The following shall not constitute sufficient cause to discontinue service:

- A. The failure of a Customer to pay for any non-tariffed charge.
- B. The failure of the Customer to pay for concurrent service received at a separate residence or location. In the event of discontinuance or termination of service at a separate residence or location in accordance with these rules, Company may transfer any unpaid balance to any other service account with the Customer's written consent, provided that in the event of the failure of the Customer to pay a final bill at a location, the Company may transfer such unpaid balance to any successive service account opened by the Customer for the same class of service (business or residential) and may discontinue or refuse service at such successive service location for nonpayment of such transferred amount.
- C. The failure of the Customer to pay for a different class of service (business or residential) received at the same location, unless the usage of the remaining service substantially increases.
- D. The failure of a Customer to pay a bill which is in dispute; provided that the Customer pays the portion of the bill not in dispute.

2.7.3 The Company shall not discontinue service unless:

- A. At the time of the proposed discontinuance, for one hour after discontinuance, and on the day following the discontinuance the office or personnel identified in notices are open or available to the Customer for the purpose of preventing discontinuance or obtaining reconnection.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Disconnection and Reconnection, (Cont'd.)

2.7.4 Discontinuance in Special Circumstances

A. If a residential Customer notifies Company and establishes that:

Discontinuance would be especially dangerous to the health of the Customer, resident member of the Customer's family or other permanent resident of the premises where service is rendered, and: (1) Such Customer is unable to pay for such service in accordance with the requirements of the Company's billing; or (2) is able to pay for such service only in installments. Company shall either allow payment in reasonable installments or postpone discontinuance of service for at least twenty-one (21) days so the Customer can make arrangements for reasonable installment payments.

B. In determining whether discontinuance would be especially dangerous to health, consideration will be given to Customer's (or other resident's) medical condition, age, or disability.

2.7.5 Notice of Discontinuance of Service

A. Pursuant to N.J.A.C. 14:3-7.17(b), the Customer shall be given at least (10) days written notice before initial discontinuance of service, unless the discontinuance is upon Customer's request or involves a dangerous condition, violation of Company's rules or unauthorized interference or use of services in which case service may be discontinued immediately.

B. Notice of discontinuance of service shall not be served until the expiration of the Board mandated 15 day payment period. Notice shall be sent to the account name and address. Accurate records shall be kept as to the mailing date, and service of notice is complete upon this mailing date.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Disconnection and Reconnection, (Cont'd.)

2.7.6 The notice shall contain the following information:

- A. The name, billing address, telephone number and account number of the Customer being disconnected.
  - B. A clear and concise statement of the reason for the proposed discontinuance of service.
  - C. The date on or after which service will be discontinued unless the Customer takes appropriate action.
  - D. Terms under which the Customer may avoid discontinuance.
  - E. A clear and concise explanation of the charges and conditions for restoral or reconnection of service.
  - F. A statement that discontinuance may be postponed or avoided if a Customer can demonstrate that special circumstances prevent complete payment and satisfactory credit arrangements are made with Company for monies not in dispute.
  - G. Notice to advise the Customer of the availability of an administrative procedure which may be utilized in the event of a dispute or other circumstances, such as provided in 2.7.9.D. The notice will include the address, telephone number and name of the Company office or personnel empowered to review disputed bills, rectify errors, and prevent disconnection. This notice shall state that the Customer may meet with a designated employee and may present his or her reasons for disputing a bill or the Company's reason for discontinuance, request for credit arrangements, or request a postponement of discontinuance.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Disconnection and Reconnection, (Cont'd.)

2.7.7 Immediately prior to initial disconnection or suspension of service, Company shall have its employee(s) make a reasonable effort to:

- A. Contact via telephone or in person and identify him or herself to the Customer or responsible person and announce the purpose of the contact. Attempts at telephone or personal contact will not be required if the Customer has been sent a notice of discontinuance in the prior twelve months;
  - B. Identify and record the name of the person contacted;
  - C. If a personal visit is made and payment of all monies necessary to avert disconnection, including any required collection fee, is tendered, the employee shall either accept such payment or shall contact the appropriate Company employee to allow the Customer or responsible person to make arrangements for such payment and thereby avert disconnection.
  - D. Statements disputing the accuracy of the delinquent bill or company findings shall be recorded;
  - E. Statements concerning the medical condition of any permanent resident of the premises shall also be recorded;
  - F. If contact with the Customer is not made, service may be discontinued as specified in the disconnect notice.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Disconnection and Reconnection, (Cont'd.)

2.7.8 Restoration of Service

- A. Upon the Customer's request, an employee of the Company shall restore service promptly when (a) the cause of disconnection of service has been eliminated, or (b) applicable restoration charges have been paid, or (c) satisfactory credit arrangements have been made. Refer to Section 4.3 for the Restoration of Service charge.
- B. At all times, every reasonable effort shall be made to restore service on the restoration day requested.

2.7.9 Disputes

- A. If a Customer advises Company's office prior to the date of proposed discontinuance that all or any part of any billing as rendered is in dispute, or that the Company's reasons for discontinuance are factually invalid, Company shall:
    - 1. Immediately record the date, time, and place the complaint is made.
    - 2. Postpone discontinuance until a full investigation is completed and the dispute found to be invalid.
    - 3. Investigate the dispute promptly and completely.
    - 4. Attempt to resolve the dispute informally in a manner mutually satisfactory to both parties.
  - B. A Customer may advise Company that a bill is in dispute in any reasonable manner such as a written notice, in person, or by a telephone call directed to appropriate personnel of the Company.
  - C. In attempting to resolve the dispute in a mutually satisfactory manner, Company may employ telephone communications, personal meetings, formal or informal hearings, onsite visits or any other technique reasonably conducive to settlement of the dispute.
  - D. In the event that a dispute is not resolved to the satisfaction of the Customer after a full investigation, the Customer shall be advised by the company of formal and informal proceedings available before the Board. Service may then be discontinued if proper notice has been given.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Disconnection and Reconnection, (Cont'd.)

- 2.7.10 If the Customer orders service requiring special facilities dedicated to the Customer's use and then cancels his order before service begins, or prior to completion of the minimum period, or before completion of some other period mutually agreed upon by the Customer and Company, the Customer will be charged for the nonrecoverable portions of expenditures or liabilities expended on behalf of the Customer by Company and not fully reimbursed. If, based on the order, construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be charged to the Customer. Such charges shall be based on the percentage of work completed.
- 2.7.11 When service has been discontinued for failure to maintain credit as specified above, service will be restored after the service charge has been collected from the Customer.
- 2.7.12 Company reserves the right to cancel service to any Customer who uses or permits the use of obscene, profane or grossly abusive language over the Company's facilities, and who, after a seven (7) day notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
- 2.7.13 Service is furnished subject to the condition that the service will not be used for an unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law and that a formal charge has been filed by competent authority against the Customer. Before discontinuing service to such Customer, Company shall give to Customer no less than three (3) days written notice of its intention to do so. Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.
- 2.7.14 Company may refuse to furnish service to an applicant for service and may discontinue service to a Customer if any of the facilities, appliances, or apparatus on Customer's premise is found to be unsafe or causing harm to Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.
- 2.7.15 Service is furnished subject to the conditions that there will be no abuse or fraudulent use of the service. Company may refuse to furnish or deny service to any person, firm or corporation, who, over the facilities furnished by the Company, abuses or fraudulently uses the service.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Interconnection

- 2.8.1 Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Service furnished by Company is not part of a joint undertaking with such other companies. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.8.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting his Customer-provided terminal equipment or communications systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Cancellation of Application for Service

2.9.1 Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.9.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.9.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.9.4 The charges described above will be calculated and applied on a case-by-case basis.

2.10 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges, which are defined below.

Customer may, after meeting a minimum service period, if any, terminate service by providing 30 days written notice to the Company prior to cancellation. Customers terminating service prior to the expiration of the thirty (30) day notice period will not receive a prorated refund of fixed or recurring monthly charges which are billed in advance.

2.11.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;
  - B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
  - C. all recurring charges specified in the applicable service order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
  - D. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 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 Price List.

2.12.1 The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

2.12.2 A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or authorized user to place calls over the network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

2.12.3 The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss or theft.

2.12.4 The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this Price List, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees or the public.

2.13 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) under any sale or transfer of substantially all the assets of the Company; or c) under any financing, merger or reorganization of the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Allowances for Interruptions in Service

2.14.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.14.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Price List.
  - B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
  - C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
  - D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Allowances for Interruptions in Service, (Cont'd.)

2.14.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. due to the negligence of or noncompliance with the provisions of this Price List by any person or entity other than the Company, including but not limited to the Customer;
- B. due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. due to circumstances or causes beyond the reasonable control of the Company;
- D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- F. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- G. that was not reported to the Company within thirty (30) days of the date that service was affected.
- H. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (under Section 2.14.3), or utilize another service provider.

2.14.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Allowances for Interruption in Service, (Cont'd.)

2.14.4 Application of Credits for Interruptions in Service

- A. If a Customer's service is interrupted other than by the negligence or willful act of the Customer, and it remains out of order for eight (8) normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.

2.15 Listing and Billing Name Rule

When the Customer provides a listing name or a name that will appear in Caller ID systems, the Company reserves the right to suppress names that are intentionally misleading or offensive. The Company will notify the Customer before suppressing the name or prior to initiating service to make alternative arrangements. If the Customer is dissatisfied with the Company's determination, the Customer has the right to appeal to the Board for a decision.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Notices and Communications

- 2.16.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.16.2 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.16.3 Except as otherwise stated in this Price List, all notices or other communications required to be given under this Price List will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.16.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following incumbent LECs:

Verizon New Jersey Inc.  
Windstream

3.2 Rate Groups

Charges for local services provided by the Company may be based, in part, on the Rate Group associated with the Customer's End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office as listed in the following table:

Rate Group	Exchange Access Lines and PBX Trunks In Local Calling Area - Upper Limit
A	0-40,000
B	40,001 to 115,000
C	115,001 to 300,000
D	300,001 and over

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 4 - SERVICE CHARGES

4.1 Service Order and Change Charges

Nonrecurring charges apply to process service orders for new service, for changes in service and for changes to the Customer's primary interexchange carrier (PIC) code. The following charges apply to the Company's services:

Service Ordering Charges:

4.1.1 Verizon-New Jersey

- 1A. Service Order Charge: The Service Order Charge applies for connections, moves, changes of equipment or service, changes of telephone number and wherever line or port, installation, connection, initial or other one time charges apply, except where otherwise specified.
- 1B. Feature Change Charge: Move, Change or Add Service Features or Equipment To Existing Lines/Trunks.
- 1C. Record Order Charge: A Record Order Charge applies for work performed by the Telephone Company in connection with receiving, recording and processing of customer requests where only changes in Telephone Company records are involved.

Central Office Exchange Access Line Charges:

- 2A. Line Connection Charge: Connect New or Additional Exchange Access Lines/Trunks
- 2B. Rewire Charge: Change Existing Exchange Access Lines/Trunks including hunting, changes in access line types; Exchange Access to/from Centrex or Trunks.

Charge per:	1A	1B	1C	2A	2B
	\$52.70	\$5.45	\$14.54	\$44.54	\$19.54

4.1.2 Windstream Territory

Charge per:	TBD
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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 4 - SERVICE CHARGES, (CONT'D.)

4.2 Maintenance Visit Charges

Maintenance visit charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance visit charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the maintenance visit charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for maintenance of service vary by time per Customer request.

4.2.1 Verizon-New Jersey

	Residence	Business
Premises Visit Charge	\$14.50	\$19.18

4.2.2 Windstream

	Residence	Business
Premises Visit Charge	TBD	TBD

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 4 - SERVICE CHARGES, (CONT'D.)

4.3 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

4.3.1 Verizon-New Jersey

	Residence	Business
Per Occasion	\$8.58	\$8.58

4.3.2 Windstream

	Residence	Business
Per Occasion	TBD	TBD

Effective: August 25, 2014

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 5 - GENERAL SERVICE DESCRIPTIONS

5.1 General

The rates, terms and conditions set forth in this Price List are applicable where the Company provides specified local exchange services to Customers through the use of the Company's own facilities. All rates set forth in this Price List are subject to change by the Company pursuant to notice requirements established by the Board.

Basic Local Exchange Services as offered by the Company are contained in Section 6 of this Price List and include, but are not limited to:

- a. Residence Local Exchange Access Lines
- b. Business Local Exchange Access Lines
- c. Business Local Exchange PBX Trunks
- f. Direct Inward Dial (DID) Service for use with PBX Trunks

Supplemental services are contained in other Sections of this Price List and include but are not limited to:

- a. Optional Calling Features
- b. Local Operator Services
- c. Directory Assistance Services
- d. Directory Listing Services
- e. Interexchange Carrier Presubscription
- f. Centrex Services

5.2 Application of Rates

All services offered in this Price List are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated nonrecurring and monthly recurring charges.

5.3 Restrictions

Local service is offered for originating and terminating local calls. Service may not be used for originating or terminating non-local calls without paying applicable access charges and/or toll charges.

5.4 Vanity Telephone Numbers

At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions under Section 2.1.3 H.

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Effective: August 25, 2014

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 5 - GENERAL SERVICE DESCRIPTIONS, (CONT'D.)

5.5 Call Timing for Usage Sensitive Services

5.5.1 Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this Price List:

5.5.2 Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person to Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.

5.5.3 Chargeable time for calls ends when one of the parties disconnects from the call.

5.5.4 Unless otherwise specified in this Price List, the minimum Initial Period for billing purposes is one (1) minute.

5.5.5 Unless otherwise specified in this Price List, billing for Additional Periods (usage after the Initial Period) is in full one (1) minute increments.

5.5.6 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

5.6 Time of Day Rate Periods

The Company does not base its rates on time of day or offer time of day discounts.

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Effective: August 25, 2014

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 5 - GENERAL SERVICE DESCRIPTIONS, (CONT'D.)

5.7 Local Exchange Access Lines and Trunks

Local exchange access lines and trunks provide a Customer with analog, voice-grade telephonic communications channels which can be used to place or receive one call at a time. Local exchange access lines provide a Customer with the ability to connect to the Company switching network which enables the Customer to:

- a. place or receive calls to any calling station in the local calling area;
- b. access 911 and/or Enhanced 911 Emergency Service;
- c. access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- d. access operator assisted services for the local calling area;
- e. access directory assistance for the local calling area;
- f. place or receive calls to 800 telephone numbers;
- g. access Telephone Relay Services; and
- h. entitle the Customer to a directory listing of the main telephone number.

For incoming service, an optional per line hunting feature is available for multiline Customers which routes a call to an idle station line in a prearranged group when the called station line is busy. Where facilities permit, more than one type of optional hunting arrangement may be provided.

Local exchange access lines are provided for the connection of Customer-provided wiring and FCC Part 68 approved devices.

Local exchange access lines are provided on a single party (individual) basis only. No multi-party lines are provided.

PBX Trunks, where facilities permit, may be arranged for inward, outward or two-way operation. Direct Inward Dialing (DID) is offered as an option for Customers subscribing to the Company's PBX Trunk Service.

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Effective: August 25, 2014

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 6 - BASIC LOCAL SERVICE RATES

6.1 Residence Local Exchange Service

Residence Local Exchange Service provides the Customer with analog, voice-grade telephonic communications channels which can be used to place or receive one call at a time. Individual Exchange Access Lines are provided for connection to Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multiline Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate or message rate basis depending on the type of service selected by the Customer. Not all service types (flat vs. message) will be available in all areas.

Recurring charges for Residence Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 6 - BASIC LOCAL SERVICE RATES, (CONT'D.)

6.1 Residence Local Exchange Service, (Cont'd.)

6.1.1 Monthly Recurring Charges

A. Verizon New-Jersey Territory

The following charges apply to Residence Local Exchange Service lines per month. The rates and charges below apply to service provided on a month-to-month basis.

1. Individual Exchange Access Lines, Per Line

RATE GROUP	SERVICE TYPE		
	Flat Rate <sup>1</sup>	Standard Message Rate	Low Use Message Rate
Group A	\$6.75	\$5.44	\$4.40
Group B	\$7.45	\$5.99	\$4.90
Group C	\$7.95	\$6.39	\$5.20
Group D	\$8.19	\$6.58	\$5.39

2. Individual Auxiliary Exchange Access Lines, Per Line

Customers requiring more than one exchange line may obtain Auxiliary Lines from the Company at rates listed in the table below. For message rate services, no additional charge applies for lines configured in a hunting arrangement. For Flat Rate service, additional lines in a hunting arrangement are provided at rates listed in Section A above for Individual Exchange Access Lines.

RATE GROUP	SERVICE TYPE		
	Flat Rate (Non-Hunting)	Standard Message Rate	Low Use Message Rate
Group A	\$6.75	\$5.44	\$4.40
Group B	\$6.95	\$6.39	\$5.20
Group C	\$7.95	\$6.39	\$5.20
Group D	\$7.69	\$6.58	\$5.39

1 Also applies to additional residential lines in a hunting arrangement.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 6 - BASIC LOCAL SERVICE RATES, (CONT'D.)

6.1 Residence Local Exchange Service, (Cont'd.)

6.1.1 Monthly Recurring Charges

B. Windstream Territory

The following charges apply to Residence Local Exchange Service lines per month. The rates and charges below apply to service provided on a month-to-month basis.

1. Individual Exchange Access Lines, Per Line

RATE GROUP	SERVICE TYPE		
	Flat Rate <sup>1</sup>	Standard Message Rate	Low Use Message Rate
Group A	TBD	TBD	TBD
Group B	TBD	TBD	TBD
Group C	TBD	TBD	TBD
Group D	TBD	TBD	TBD

2. Individual Auxiliary Exchange Access Lines, Per Line

Customers requiring more than one exchange line may obtain Auxiliary Lines from the Company at rates listed in the table below. For message rate services, no additional charge applies for lines configured in a hunting arrangement. For Flat Rate service, additional lines in a hunting arrangement are provided at rates listed in Section A above for Individual Exchange Access Lines.

RATE GROUP	SERVICE TYPE		
	Flat Rate (Non-Hunting)	Standard Message Rate	Low Use Message Rate
Group A	TBD	TBD	TBD
Group B	TBD	TBD	TBD
Group C	TBD	TBD	TBD
Group D	TBD	TBD	TBD

1 Also applies to additional residential lines in a hunting arrangement.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 6 - BASIC LOCAL SERVICE RATES, (CONT'D.)

6.1 Residence Local Exchange Service, (Cont'd.)

6.1.3 Usage Sensitive Charges and Allowances

A. Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

B. Message Service

Local message units apply to calls placed between telephone numbers within the same local calling area. Local message units are billed to the party originating the call and not the called party.

One (1) local message unit applies to each initial five (5) minute period, or fraction thereof. One (1) local message unit also applies to each additional five (5) minute period, or fraction thereof.

Customers subscribing to Standard Message Rate Service will receive a usage allowance of seventy-five (75) local message units per line per month. Customers subscribing to Low Use Message Rate Service will received a usage allowance of twenty (20) local message units per line per month. Local usage exceeding these allowances will be billed in arrears according to the following rates:

C. Rates

1. Verizon New-Jersey Territory

For Standard Message Rate Service Per Local Message Unit	\$0.0585
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For Low Use Message Rate Service Per Local Message Unit	\$0.0900
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2. Windstream Territory

For Standard Message Rate Service Per Local Message Unit	TBD
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For Low Use Message Rate Service Per Local Message Unit	TBD
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Effective: August 25, 2014

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 6 - BASIC LOCAL SERVICE RATES, (CONT'D.)

6.1 Residence Local Exchange Service, (Cont'd.)

6.1.4 Home Free Package

A. Description

The Home Free Package of services is available to individual residential line customers. The Home Free Package contains the following services: Unlimited Voice Local Calling\*, Unlimited Voice Regional Toll Calling\*, Call Waiting, Caller ID with Name, Anonymous Call Rejection, Call Waiting ID with Name and Directory Listing. Additional features are available individually at rates exclusive to Home Free Package subscribers. The Home Free Package includes a blocking service that restricts access to discretionary services. The blocked prefixes are 540, 550, 551, 700, 900, 910, 920, 970, and 977. Subscribers may request unblocking of these prefixes at any time.

B. Regulations

1. Package rate applicable per telephone line, up to 3 lines per residence.
  2. Customers with an existing business classification are not eligible for this product. The Company will not allow business customers to change classification to purchase this product.
  3. Lifeline customers are not eligible for this service.
  4. This product is intended for residential voice service only. Internet use is considered data service. Monthly usage in excess of 5,000 minutes is considered Internet usage and will be charged \$0.022 per minute for usage in excess of 5,000 minutes per month.
  5. Unlimited local calling does not include per use features such as Directory Assistance calls, surcharges for \*69, repeat dial, 3 way calling, call trace, Directory Assistance Call Completion, Interrupt, Verification, Operator Services, 500, 900, Follow-Me and other Information Services.
  6. At the time of service connection, the customer will retain their existing eligible calling features at the Home Free per feature rate.
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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 6 - BASIC LOCAL SERVICE RATES, (CONT'D.)

6.1 Residence Local Exchange Service, (Cont'd.)

6.1.4 Home Free Package, (Cont'd.)

C. Recurring and Nonrecurring Charges

Nonrecurring charges and service order charges apply, as described in Section 4 of this Price List. Charges for each Home Free Package line include a monthly recurring charge and applicable usage charges.

	Verizon-New Jersey Territory	Windstream Territory
Monthly Recurring Charges:	\$34.99	TBD

Home Free Package Features:  
Per Line, Per Month

Call Forwarding	\$ 0.99	TBD
Call Forward Busy	\$ 0.99	TBD
Call Forward No Answer	\$ 0.99	TBD
Distinctive Ring 1	\$ 0.99	TBD
Distinctive Ring 2	\$ 0.99	TBD
Speed Dial 8	\$ 0.99	TBD
Speed Dial 30	\$ 0.99	TBD
Per Call Blocking	\$ 0.99	TBD
Ultra Call Forward	\$ 0.99	TBD
Per Use		
Three-Way Calling	\$ 0.75	TBD
Call Return *69	\$ 0.75	TBD
Repeat Call	\$ 0.75	TBD
Call Trace	\$ 1.00	TBD

Monthly Recurring Charges:	\$34.99	TBD
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Home Free Package Features:  
Per Line, Per Month

Call Forwarding	\$ 0.99	TBD
Call Forward Busy	\$ 0.99	TBD
Call Forward No Answer	\$ 0.99	TBD
Distinctive Ring 1	\$ 0.99	TBD
Distinctive Ring 2	\$ 0.99	TBD
Speed Dial 8	\$ 0.99	TBD
Speed Dial 30	\$ 0.99	TBD
Per Call Blocking	\$ 0.99	TBD
Ultra Call Forward	\$ 0.99	TBD
Per Use		
Three-Way Calling	\$ 0.75	\$ 0.75
Call Return *69	\$ 0.75	\$ 0.75
Repeat Call	\$ 0.75	\$ 0.75
Call Trace	\$ 1.00	\$ 1.00

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Effective: August 25, 2014

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 6 - BASIC LOCAL SERVICE RATES, (CONT'D.)

6.2 Business Local Exchange Service

Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Business Local Exchange Service lines or trunks are provided for connection to Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line or trunk Hunting feature is available for multiline Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines or trunks are provided. PBX Trunks are available to Customers as inward, outward or two-way combination trunks where services and facilities permit.

Service is available on a measured rate basis.

Recurring charges for Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line or trunk. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 6 - BASIC LOCAL SERVICE RATES, (CONT'D.)

6.2 Business Local Exchange Service, (Cont'd.)

6.2.1 Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange Service lines per month. The rates and charges below apply to service provided on a month-to-month basis.

A. Verizon-New Jersey Territory

1. Individual Exchange Access Lines, Per Line

RATE GROUP	Standard Measured Rate
Group A	\$12.75
Group B	\$12.75
Group C	\$12.75
Group D	\$12.75

2. Individual Auxiliary Exchange Access Lines, Per Line,

Customers requiring more than one exchange line may obtain Auxiliary Lines from the Company at rates listed in the table below. No additional charge applies for lines configured in a hunting arrangement.

For Customers with Less Than Five (5) Lines

RATE GROUP	Standard Measured Rate
Group A	\$9.18
Group B	\$9.18
Group C	\$9.18
Group D	\$9.18

2. For Customers with More Than Five (5) Lines

RATE GROUP	Standard Measured Rate
Group A	\$9.18
Group B	\$9.18
Group C	\$9.18
Group D	\$9.18

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 6 - BASIC LOCAL SERVICE RATES, (CONT'D.)

6.2 Business Local Exchange Service, (Cont'd.)

6.2.1 Monthly Recurring Charges, (Cont'd.)

A. Verizon-New Jersey Territory

3. PBX Trunks, Per Trunk

The following rates apply to all PBX Trunks provided by the Company, regardless of the number required by the Customer. No additional charge applies for trunks configured in a hunting arrangement.

For message rate service, Initial Trunks do not include a message allowance. Additional Trunks do not include a message allowance. Where the Customer so desires, more than one Initial Trunk may be furnished to the same PBX service.

RATE GROUP	Standard Measured Rate	Measured Rate Addl. Trunk
Group A	\$12.75	\$9.18
Group B	\$12.75	\$9.18
Group C	\$12.75	\$9.18
Group D	\$12.75	\$9.18

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 6 - BASIC LOCAL SERVICE RATES, (CONT'D.)

6.2 Business Local Exchange Service, (Cont'd.)

6.2.1 Monthly Recurring Charges, (Cont'd.)

B. Windstream Territory

1. Individual Exchange Access Lines, Per Line

RATE GROUP	Standard Measured Rate
Group A	TBD
Group B	TBD
Group C	TBD
Group D	TBD

2. Individual Auxiliary Exchange Access Lines, Per Line,

For Customers with Less Than Five (5) Lines

RATE GROUP	Standard Measured Rate
Group A	TBD
Group B	TBD
Group C	TBD
Group D	TBD

2. For Customers with More Than Five (5) Lines

RATE GROUP	Standard Measured Rate
Group A	TBD
Group B	TBD
Group C	TBD
Group D	TBD

3. PBX Trunks, Per Trunk

RATE GROUP	Standard Measured Rate	Measured Rate Addl. Trunk
Group A	TBD	TBD
Group B	TBD	TBD
Group C	TBD	TBD
Group D	TBD	TBD

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SECTION 6 - BASIC LOCAL SERVICE RATES, (CONT'D.)

6.2 Business Local Exchange Service, (Cont'd.)

6.2.2 Other Monthly Recurring Charges

A. Touchtone Service

1.	Verizon-New Jersey Territory		
		Recurring	Installation
	Per Business Line	\$1.80	\$26.25
	Per Business Trunk	\$4.60	\$26.25
2.	Windstream Territory		
		Recurring	Installation
	Per Business Line	TBD	TBD
	Per Business Trunk	TBD	TBD

Note: Installation charges for Touchtone service apply only when added subsequent to the initial installation of the Customer's line or trunk.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 6 - BASIC LOCAL SERVICE RATES, (CONT'D.)

6.2 Business Local Exchange Service, (Cont'd.)

6.2.3 Usage Sensitive Charges and Allowances

A. Measured Rate Service

Measured Rate Service provides for calling within the local calling areas on a per minute basis. Accumulation of local usage time for measured service is done on a per second basis. At the end of the customer's billing period, the sum of accumulated seconds is rounded to the next higher minute.

1. Verizon-New Jersey Territory

Individual Exchange Access Lines, with Measured Rate Service	
Per First Local Minute	\$0.02
Per Additional Local Minute	\$0.02

PBX Trunks, with Measured Rate Service	
Per First Local Minute	\$0.02
Per Additional Local Minute	\$0.02

2. Windstream Territory

Individual Exchange Access Lines, with Measured Rate Service	
Per First Local Minute	TBD
Per Additional Local Minute	TBD

PBX Trunks, with Measured Rate Service	
Per First Local Minute	TBD
Per Additional Local Minute	TBD

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 6 - BASIC LOCAL SERVICE RATES, (CONT'D.)

6.3 Direct Inward Dialing (DID) Service

DID permits calls incoming to a PBX system or other Customer Premises Equipment ("CPE") to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service, as offered by the Company, provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the Customer's responsibility.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and nonrecurring charges for PBX Trunks as shown in Section 6.2. The Customer will be charged for the number of DID Number Blocks regardless of the number of DID numbers used from the available block of numbers.

6.3.1 Verizon-New Jersey Territory

DID Number Blocks	Nonrecurring Charges	Monthly Recurring Charge Month-to-Month
First Block of 20 Numbers	\$400.00	\$18.00
Each Additional Block of 20	---	\$18.00
Trunk Additive Charge Per Trunk Equipped with DID	---	\$35.07

6.3.2 Windstream Territory

DID Number Blocks	Nonrecurring Charges	Monthly Recurring Charge Month-to-Month
First Block of 20 Numbers	TBD	TBD
Each Additional Block of 20	---	TBD
Trunk Additive Charge Per Trunk Equipped with DID	---	TBD

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 6 - BASIC LOCAL SERVICE RATES, (CONT'D.)

6.4 Unlimited Business Calling

6.4.1 General

Unlimited Business Calling plans provide business customers with unlimited\* local calling, regional toll and intrastate long distance. To qualify for Unlimited Business Calling, a business customer must select the Company for local, intraLATA long distance, interLATA long distance and interstate/international long distance. Local calling features may be selected individually, per line, or in a four feature package (excluding voicemail). Available Local Calling Features are listed below.

The monthly recurring charge for Unlimited Business Calling plans includes eligible direct dialed outgoing voice minutes. All other charges for usage and services, including but not limited to International calling, Directory Assistance services, Operator Assisted services, collect or person to person calls, 900,700, 976 calls to access information service, internet usage, fees, line charges, and surcharges are not included in the monthly recurring charge for Unlimited Business Calling plans and will be charged separately.

- A. Unlimited Local Calling  
Unlimited Local Calling provides business customers with unlimited local calling only. Long distance and regional toll usage will be billed at per-minute rates.
- B. Unlimited Local Plus  
Unlimited Local Plus provides business customers with unlimited local calling and unlimited regional calling. All other long distance usage will be billed at per-minute rates.
- C. Unlimited Complete  
Unlimited Complete provides business customers with unlimited local calling, unlimited regional toll and intrastate long distance.

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\* For Voice use only. The Company reserves the right to charge \$0.015 per minute for calls that it deems to be in violation of the regulations of this service, as specified in Section 6.4.5 of this Price List.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 6 - BASIC LOCAL SERVICE RATES, (CONT'D.)

6.4 Unlimited Business Calling, (Cont'd.)

6.4.2 Access Lines

A. Business Line

The Business Line provides the end-user with the ability to place and receive calls over the Public Switched Telephone Network (PSTN). This service provides connectivity between the Central Office and telephone sets, or fax equipment at the customer location. Transmission is analog.

B. Central Office Service

Central Office Service has a 2-line minimum and 25 line maximum. This service consists of standard features that are included on all lines in the system. Optional features are furnished subject to the availability of facilities. Each Central Office System has its own Centrex Group name/number which allows Station-to Station Dialing between the members of that group.

C. A9D Central Office Service

A9D Central Office Service has a 2-line minimum and 25-line maximum. A9D includes an advanced feature that allows a customer to dial directly to a telephone number outside of their A9D system without having to dial 9.

6.4.3 Features

All Unlimited Business Calling plans are available with individual, per line features or a feature package that consists of four features (excluding voicemail). Business customers may select from any of the Company's features as listed in Section 7.1.4 of this Price List to create the four-feature package.

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Effective: August 25, 2014

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 6 - BASIC LOCAL SERVICE RATES, (CONT'D.)

6.4 Unlimited Business Calling, (Cont'd.)

6.4.4 Recurring and Nonrecurring Charges

A. Verizon-New Jersey Territory

Nonrecurring Charges can be found in Section 4.1 of this Price List. Rates for Optional Calling Features are listed in Section 7.1.4 of this Price List.

1. Unlimited Local Calling Monthly Recurring Charges

Business Line, Primary	\$12.75
Business Line, Additional	\$ 9.18
Central Office Service	\$21.60
A9D Central Office Service	\$22.50
Unlimited Local Usage Package	\$13.50
Touchtone Service	\$ 1.80

Per Minute Charges:

Regional Toll Calls	\$0.049
Intrastate Long Distance	\$0.075

2. Unlimited Local Plus Monthly Recurring Charges

Monthly Recurring Charges

Business Line, Primary	\$12.75
Business Line, Additional	\$ 9.18
Central Office Service	\$21.60
A9D Central Office Service	\$22.50
Unlimited Local Plus Usage Package	\$22.49
Touchtone Service	\$ 1.80

Per Minute Charges:

Infinity Intrastate Long Distance	\$0.075
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3. Unlimited Complete Monthly Recurring Charges

Monthly Recurring Charges

Business Line, Primary	\$12.75
Business Line, Additional	\$ 9.18
Central Office Service	\$21.60
A9D Central Office Service	\$22.50
Unlimited Complete Usage Package	\$34.95
Touchtone Service	\$ 1.80

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Effective: August 25, 2014

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 6 - BASIC LOCAL SERVICE RATES, (CONT'D.)

6.4 Unlimited Business Calling, (Cont'd.)

6.4.4 Recurring and Nonrecurring Charges, (Cont'd.)

B. Windstream Territory

Nonrecurring Charges can be found in Section 4.1 of this Price List. Rates for Optional Calling Features are listed in Section 7.1.4 of this Price List.

1. Unlimited Local Calling Monthly Recurring Charges

Business Line, Primary	TBD
Business Line, Additional	TBD
Central Office Service	TBD
A9D Central Office Service	TBD
Unlimited Local Usage Package	TBD
Touchtone Service	TBD

Per Minute Charges:

Regional Toll Calls	TBD
Intrastate Long Distance	TBD

2. Unlimited Local Plus Monthly Recurring Charges

Monthly Recurring Charges

Business Line, Primary	TBD
Business Line, Additional	TBD
Central Office Service	TBD
A9D Central Office Service	TBD
Unlimited Local Plus Usage Package	TBD
Touchtone Service	TBD

Per Minute Charges:

Infinity Intrastate Long Distance	TBD
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3. Unlimited Complete Monthly Recurring Charges

Monthly Recurring Charges

Business Line, Primary	TBD
Business Line, Additional	TBD
Central Office Service	TBD
A9D Central Office Service	TBD
Unlimited Complete Usage Package	TBD
Touchtone Service	TBD

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Effective: August 25, 2014

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 6 - BASIC LOCAL SERVICE RATES, (CONT'D.)

6.4 Unlimited Business Calling, (Cont'd.)

6.4.5 Regulations

- A. Unlimited Business Calling plans are available in Verizon exchanges in New Jersey, for business customers only.
  - B. Qualifying Customers must have no more than 25 lines per service location, and only 10 lines are eligible for Unlimited Business Calling plan. All other lines must select Measured Rate Service on each line.
  - C. Unlimited Business Calling plans are not available on ground start lines, trunks, ISDN, RCF or Flexpath.
  - D. Customers must select the Company for local, regional, and long distance for all of its lines to be eligible for all unlimited calling plans.
  - E. PIC changes render the account ineligible for Unlimited Business Calling plans and the account will be converted to applicable calling plans as described in Section 7 of this Price List.
  - F. Unlimited Business Calling plans are for voice use only and are not available for use with dialed Internet access, modems, dialers, call centers or telemarketers.
  - G. The Company reserves the right to charge customers an additional per-minute rate, for usage violations specified in this Price List.
  - H. The Company reserves the right to terminate a customer's Unlimited Local Usage, Unlimited Toll, or Unlimited Long Distance plan for use with non-voice traffic or other violations as specified in this Price List.
  - I. Unlimited local calling does not include Directory Assistance calls, surcharges for calling features such as \*69, repeat dial, 3 way calling (per use features), Call Trace, Directory Assistance Call Completion, Interrupt, Verification, Operator Services, 500, 900, Follow-Me and other Information Services.
  - J. Unlimited long distance does not include Calling Card, Directory Assistance, Extended Domestic (Hawaii, Alaska, USVI, PR), North American Numbering Plan Calls (Mexico and Canada), or international calls.
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Effective: August 25, 2014

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 7 - SUPPLEMENTAL SERVICES

7.1 Optional Calling Features

The features in this section are made available to Residential and Business Customers on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all uses in some cases.

7.1.1 Feature Descriptions

**Call Block:** Allows the end-user to automatically block incoming calls from up to six (6) end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.

**Call Forwarding - Busy Line:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.

**Call Forwarding - Don't Answer:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.

**Call Forwarding Variable -** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.

**Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every forty-five (45) seconds for up to thirty (30) minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed.

**Call Selector:** Allows a Customer to assign a maximum of 6 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.

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Effective: August 25, 2014

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 7 - SUPPLEMENTAL SERVICES, (CONT'D.)

7.1 Optional Calling Features, (Cont'd.)

7.1.1 Feature Descriptions, (Cont'd.)

**Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.

**Call Waiting:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

**Caller ID - Number:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

**Caller ID - Name and Number:** Permits the end-user to view a Directory Name of the calling party on incoming telephone calls. Information is displayed on specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.

**Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 7 - SUPPLEMENTAL SERVICES, (CONT'D.)

7.1 Optional Calling Features, (Cont'd.)

7.1.1 Feature Descriptions, (Cont'd.)

Repeat Dialing: Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every forty-five (45) seconds for up to thirty (30) minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

Speed Calling: Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.

Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 7 - SUPPLEMENTAL SERVICES, (CONT'D.)

7.1 Optional Calling Features, (Cont'd.)

7.1.2 Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business and Business line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code or taking other appropriate action to activate the feature. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

A. Verizon-New Jersey Territory

Optional Calling Features	Per Feature Activation	
	Residence	Business
Call Return	\$0.75	\$0.75
Call Trace	\$1.00	\$1.00
Repeat Dialing	\$0.75	\$0.75
Three-Way Calling	\$0.75	\$0.75
Calling Number Delivery Blocking, Per Call	No Charge	No Charge

B. Windstream Territory

Optional Calling Features	Per Feature Activation	
	Residence	Business
Call Return	TBD	TBD
Call Trace	TBD	TBD
Repeat Dialing	TBD	TBD
Three-Way Calling	TBD	TBD
Calling Number Delivery Blocking, Per Call	No Charge	No Charge

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 7 - SUPPLEMENTAL SERVICES, (CONT'D.)

7.1 Optional Calling Features, (Cont'd.)

7.1.3 Features Offered on Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

A. Verizon-New Jersey Territory

Optional Calling Features	Residence	Business	
	Each Feature	First Feature	Ea. Addl. Feature
Call Block	\$3.64	\$3.03	\$1.80
Call Forwarding Busy Line	\$1.80	\$1.75	\$1.75
Call Forwarding Don't Answer	\$1.80	\$1.75	\$1.75
Call Forwarding Busy and Don't Answer	\$1.80	\$1.75	\$1.75
Call Forwarding Variable	\$2.07	\$1.75	\$1.75
Call Return	\$3.60	\$3.90	\$3.90
Call Waiting	\$4.13	\$4.97	\$4.97
Caller ID with Number	\$5.90	\$4.25	\$4.25
Caller ID with Name and Number	\$6.75	\$4.75	\$4.75
Multiple Directory Number Distinctive Ringing			
1st Additional Telephone Number	\$4.05	\$3.25	\$3.25
2nd Additional Telephone Number	\$4.05	\$3.25	\$3.25
Speed Calling (8-code)	\$2.07	\$1.35	\$1.35
Speed Calling (30-code)	\$3.09	\$1.92	\$1.92

Note: A non-recurring installation charge of \$23.62 applies when a feature is added subsequent to the initial installation of the Customer's line or trunk.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 7 - SUPPLEMENTAL SERVICES, (CONT'D.)

7.1 Optional Calling Features, (Cont'd.)

7.1.3 Features Offered on Monthly Basis, (Cont'd.)

B. Windstream Territory

Optional Calling Features	Residence	Business	
	Each Feature	First Feature	Ea. Addl. Feature
Call Block	TBD	TBD	TBD
Call Forwarding Busy Line	TBD	TBD	TBD
Call Forwarding Don't Answer	TBD	TBD	TBD
Call Forwarding Busy and Don't Answer	TBD	TBD	TBD
Call Forwarding Variable	TBD	TBD	TBD
Call Return	TBD	TBD	TBD
Call Waiting	TBD	TBD	TBD
Caller ID with Number	TBD	TBD	TBD
Caller ID with Name and Number	TBD	TBD	TBD
Multiple Directory Number Distinctive Ringing			
1st Additional Telephone Number	TBD	TBD	TBD
2nd Additional Telephone Number	TBD	TBD	TBD
Speed Calling (8-code)	TBD	TBD	TBD
Speed Calling (30-code)	TBD	TBD	TBD

Note: A non-recurring installation charge of \$TBD applies when a feature is added subsequent to the initial installation of the Customer's line or trunk.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 7 - SUPPLEMENTAL SERVICES, (CONT'D.)

7.1 Optional Calling Features, (Cont'd.)

7.1.4 Features Offered for Unlimited Business Calling Plans

The following optional calling features are offered to Unlimited Business Calling Plan Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

A. Verizon-New Jersey Territory

Optional Calling Features	Business	
	First Feature	Each Addl. Feature
Feature Pack (4 features)	\$7.95	\$7.95
Call Forwarding Busy Line	\$1.00	\$1.00
Call Forwarding Don't Answer	\$1.00	\$1.00
Call Forwarding Busy and Don't Answer	\$1.00	\$1.00
Call Forwarding Variable	\$1.35	\$1.35
Call Return	\$3.38	\$1.80
Call Waiting	\$3.83	\$3.83
Caller ID with Number	\$4.25	\$4.25
Caller ID with Name and Number	\$4.75	\$4.75
Multiple Directory Number Distinctive Ringing		
1 <sup>st</sup> Additional Telephone Number	\$3.25	\$3.25
2 <sup>nd</sup> Additional Telephone Number	\$3.25	\$3.25
Speed Calling (8-code)	\$1.35	\$1.35
Speed Calling (30-code)	\$1.92	\$1.92

Note: A \$23.62 Service Order Charge applies when a feature is added subsequent to the initial installation of the Customer's line or trunk.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 7 - SUPPLEMENTAL SERVICES, (CONT'D.)

7.1 Optional Calling Features, (Cont'd.)

7.1.4 Features Offered for Unlimited Business Calling Plans, (Cont'd.)

B. Windstream Territory

Optional Calling Features	Business	
	First Feature	Each Addl. Feature
Feature Pack (4 features)	TBD	TBD
Call Forwarding Busy Line	TBD	TBD
Call Forwarding Don't Answer	TBD	TBD
Call Forwarding Busy and Don't Answer	TBD	TBD
Call Forwarding Variable	TBD	TBD
Call Return	TBD	TBD
Call Waiting	TBD	TBD
Caller ID with Number	TBD	TBD
Caller ID with Name and Number	TBD	TBD
Multiple Directory Number Distinctive Ringing		
1 <sup>st</sup> Additional Telephone Number	TBD	TBD
2 <sup>nd</sup> Additional Telephone Number	TBD	TBD
Speed Calling (8-code)	TBD	TBD
Speed Calling (30-code)	TBD	TBD

Note: A \$TBD Service Order Charge applies when a feature is added subsequent to the initial installation of the Customer's line or trunk.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 7 - SUPPLEMENTAL SERVICES, (CONT'D.)

7.2 Local Operator Assisted Service, (Cont'd.)

7.2.3 Rates and Charges for Local Operator Services

A. Usage Charges

The following usage charges apply to local operator assisted calls placed from flat rate and message rate residence and business Customer lines. Local Message Units as specified in Section 6.1.3.B and Local Measured Rate Service in Section 6.2.3.A apply.

1. Verizon-New Jersey Territory

Initial Minute	Additional Minute
\$0.049	\$0.027

2. Windstream Territory

Initial Minute	Additional Minute
\$TBD	\$TBD

Spectrotel of New Jersey, LLC  
d/b/a OneTouch Communications  
d/b/a Surfstone  
d/b/a Touch Base Communications  
3535 State Highway 66, Suite 7  
Neptune, New Jersey 07753

New Jersey Price List  
First Revised Page 78  
Cancels Original Page 78  
Effective: June 4, 2016

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SECTION 7 - SUPPLEMENTAL SERVICES, (CONT'D.)

7.2 Local Operator Assisted Service, (Cont'd.)

7.2.3 Rates and Charges for Local Operator Services, (Cont'd.)

B. Per Call Operator Service Charges

1. AT&T Territory

	Per call charge
Customer Dialed Calling/Credit Card	\$0.45
Operator Dialed Calling/Credit Card	\$0.45

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|  
|  
(D)

2. Windstream Territory

	Per call charge
Customer Dialed Calling/Credit Card	TBD
Operator Dialed Calling/Credit Card	TBD

(D)  
|  
|  
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|  
(D)

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Spectrotel of New Jersey, LLC  
d/b/a OneTouch Communications  
d/b/a Surfstone  
d/b/a Touch Base Communications  
3535 State Highway 66, Suite 7  
Neptune, New Jersey 07753

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Effective: June 4, 2016

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SECTION 7 - SUPPLEMENTAL SERVICES, (CONT'D.)

7.3 [Reserved for Future Use]

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(D)

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 7 - SUPPLEMENTAL SERVICES, (CONT'D.)

7.4 Local Directory Assistance

Directory Assistance is available to Customers of the Company's local exchange services. Two (2) requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call, regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Residential customers are provided four (4) free Directory Assistance calls per month.

7.4.1 Verizon-New Jersey Territory

Per Directory Assistance Call	
Residence per Call (over allowance)	\$1.50
Business per Call (all calls)	\$1.50

7.4.2 Windstream Territory

Per Directory Assistance Call	
Residence per Call (over allowance)	\$1.50
Business per Call (all calls)	\$1.50

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 7 - SUPPLEMENTAL SERVICES, (CONT'D.)

7.5 Directory Listings

7.5.1 General

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the directory assistance records of the Company. Only information necessary to identify the Customer is included in these listings. The Company may use abbreviations in listings. The Company may reject a listing it judges to be objectionable. A name made up by adding a term such as company, shop, agency, works, etc. to the name of a commodity or service will not be accepted as a listing unless the Customer is legally doing business under that name. A name may be repeated in the white pages only when a different address or telephone number is used.

7.5.2 Standard Listing

A standard listing includes a name, designation, address and telephone number of the Customer. It appears in the white pages of the telephone directory and in the Company's directory assistance records.

7.5.3 Free Listings

One listing is provided without charge for each Individual Exchange Access Line, Initial PBX Trunk or Centrex System.

7.5.4 Rates for Additional Listings

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided under Section 7.5.3.

A.	Verizon-New Jersey Territory	Recurring Charge
	Additional Listing Service, per month	
	Per Residence Listing	\$0.95
	Per Business Listing	\$1.05
B.	Windstream Territory	Recurring Charge
	Additional Listing Service, per month	
	Per Residence Listing	TBD
	Per Business Listing	TBD

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Effective: August 25, 2014

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SECTION 7 - SUPPLEMENTAL SERVICES, (CONT'D.)

7.6 Non-Published Service

7.6.1 General

Nonpublished service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's directory assistance records.

7.6.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a nonpublished number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonpublished number in the directory or disclosing it. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonpublished service.

The Customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonpublished service or the disclosing of said number to any person.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 7 - SUPPLEMENTAL SERVICES, (CONT'D.)

7.6 Non-Published Service

7.6.3 Rates and Charges

There is a monthly charge for each nonpublished service. This charge does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

A. Verizon-New Jersey Territory

	Recurring Charge	Non-Recurring Charge
Nonpublished service charge, per month		
Per Residence Telephone Number	\$1.31	\$6.31
Per Business Telephone Number	\$1.45	\$16.50

B. Windsteam Territory

	Recurring Charge	Non-Recurring Charge
Nonpublished service charge, per month		
Per Residence Telephone Number	TBD	TBD
Per Business Telephone Number	TBD	TBD

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Effective: August 25, 2014

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SECTION 7 - SUPPLEMENTAL SERVICES, (CONT'D.)

7.7 Non-Listed Service

7.7.1 General

Nonlisted service means that the Customer's telephone number is not listed in the directory, but it does appear in the Company's directory assistance records.

7.7.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a nonlisted number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonlisted number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

The Customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonlisted service or the disclosing of said number to any person.

7.7.3 Rates and Charges

There is a monthly charge for each nonlisted service. These charges applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

A. Verizon-New Jersey Territory

Recurring Charge

Non-Listed service charge, per month

Per Residence Telephone Number \$0.77

Per Business Telephone Number \$0.85

B. Windsteam Territory

Recurring Charge

Non-Listed service charge, per month

Per Residence Telephone Number TBD

Per Business Telephone Number TBD

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Effective: August 25, 2014

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 7 - SUPPLEMENTAL SERVICES, (CONT'D.)

7.8 Carrier Presubscription

7.8.1 General

Carrier presubscription is a procedure where a Customer designates the carrier which the Customer wants to use for intraLATA and interLATA toll calls, where available. Such calls are automatically directed to the designated carrier, without the need to dial carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an intraLATA or interLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

7.8.2 Presubscription Options

Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance presubscription are offered where available. Availability may be limited based on the capabilities of the Customer's serving central office:

- Option A: Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
  - Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
  - Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
  - Option D: Customer may select a carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.
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Effective: August 25, 2014

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 7 - SUPPLEMENTAL SERVICES, (CONT'D.)

7.8 Carrier Presubscription, (Cont'd.)

7.8.2 Presubscription Options, (Cont'd.)

Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

Option F: Customer may select no presubscribed carrier for intraLATA toll calls, which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

7.8.3 Rules and Regulations

Customers will retain their primary interexchange carrier until they request that their dialing arrangements be changed. Customers may select either Options A, B, C, D or E for intraLATA presubscription. Option F allows the Customer to decline to choose an intraLATA carrier. Customers may change their selected option or presubscribed toll carrier at any time subject to charges specified in 7.8.5.

7.8.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order for local exchange service. The Company will process the Customer's order for service. All new Customer's initial requests for intraLATA toll service presubscription will be provided free of charge.

If a new Customer is unable to select at the time it places an order for local exchange service, the Company will direct the Customer to the local telephone directory to select a carrier. Until the Customer informs the Company of its choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, and will be required to dial a carrier access code to route all toll calls.

7.8.5 Presubscription Changes

After a Customer's initial selection of a presubscribed toll carrier, any change in the Customer's intraLATA or interLATA carriers will incur a \$5.00 change charge and any applicable service order charges specified in Section 4 of this Price List.

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SECTION 8 - INTRASTATE TOLL SERVICES

The Company offers direct dialed (1+) outbound service and inbound toll-free number service for intrastate communications between telephones within the State of New Jersey (State) in accordance with the terms of this Price List.

In addition, miscellaneous services and Promotions may be made available to Customers of the Company.

Customers are billed based on their use of the Company's network and services. Charges may vary by service offering, class of call, time of day, day of week, and/or call duration.

8.1 Timing of Calls

Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this Price List:

Call timing begins when the called party answers the call (i.e., when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

Chargeable time for calls ends when one of the parties disconnects from the call.

For billing purposes, usage after the initial period varies by service and is specified by product or option in subsequent sections of this Price List.

The Company will not bill for unanswered calls, except calls that are picked up by a voice mail service or call forwarded. When a Customer indicates that he/she was billed for an incomplete call, not picked up by a voice mail service or call forwarded, the Company will reasonably issue credit for the call.

There are no time-of-day discounts and calls are billed in full minute increments.

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SECTION 8 - INTRASTATE TOLL SERVICES, (CONT'D.)

8.2 IntraLATA Toll Calling Service

The Company offers direct-dialed intrastate, intraLATA communications service between points in New Jersey in accordance with the terms of this Price List. Customers are billed on their use of the Company's network services. Charges may vary by service offering, class of call and/or call duration.

Usage Charges

Residential

Individual Exchange Access Lines  
Flat Rate, Message Rate and Low Usage Message Rate

Per Regional Toll Minute                      \$0.059

Business

Individual Exchange Access Lines  
Centrex, Measured Rate and PBX Trunks

Per Regional Toll Minute                      \$0.049

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SECTION 8 - INTRASTATE TOLL SERVICES, (CONT'D.)

8.3 Inbound Toll-Free Number Service

Inbound Toll-Free Number Service is an 800/888 number service available for Customer use twenty-four (24) hours a day, seven (7) days a week.

Service is terminated through switched access lines. Calls may originate from any valid exchange and terminate to the Customer's location at no charge to the calling party.

Usage charges apply on a minute of use basis, in accordance with Section 8.1 preceding, to calls placed between local calling areas in New Jersey.

Usage Charges

Intrastate per minute     \$0.075

In addition to this rates, the Customer will be assessed a Public Pay Telephone Surcharge of \$0.35 per call when Inbound Toll-Free Number Service is used from a public pay telephone.

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SECTION 9 - ADVANCED VOICE AND DATA SERVICES

9.1 Centrex Service

Centrex Service is a central office-based PBX service offered to business Customers. Standard pricing plans are offered to Customers with two (2) or more station lines. Centrex configurations and/or features not contained in this Section are offered on an individual case basis, subject to the availability of equipment and facilities necessary to provision the service on a continuing and economically feasible basis. The minimum term commitment for Centrex Service is one (1) month; discounts for term periods not included in this Price List are offered on an individual case basis.

9.1 Centrex Basic Lines

Basic Lines provide intercommunication on a two-digit basis (activated by dialing the appropriate, pre-programmed intercom code for an associated line) in addition to access to and from the exchange network without Customer attendant assistance. Basic Lines are assigned a 7-digit telephone number and are provided with Direct Inward Dialing (DID).

Basic Lines can be provided with the following type arrangements:

- a. Unrestricted - An arrangement that has no restrictions on either incoming or outgoing calling.
- b. Long Distance Message Restricted - An arrangement which permits a Basic Line user to dial local service area calls but prevents the origination of long distance calls. In addition, this arrangement is available both with and without the capability for "zero" dialing.
- c. Fully Restricted - An arrangement that allows intercom-only calling for the Basic Line user.
- d. 700/900/976 Restricted (Originating) - An arrangement which denies the Basic Line user the ability to make outgoing calls to 700/900/976 numbers.

There are two types of Centrex Basic Lines, Central Office and SpectroFlex.

- a. Central Office Lines have a 2-line minimum and 30 line maximum, and allows the customer the ability to place an outbound telephone call without first dialing 9. Intercom or intrasystem dialing is available on a 2-digit dialing basis.
  - b. SpectroFlex service has a 2 line minimum per system. These lines provide four-digit intrasystem or intercom dialing. SpectroFlex customers must first dial 9 before attempting to dial a telephone number outside of their SpectroFlex system.
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SECTION 9 - ADVANCED VOICE AND DATA SERVICES, (CONT'D.)

9.1 Centrex Service, (Cont'd.)

9.1.2 Standard Features

Basic Centrex standard station and line features are provided where facilities permit. All Basic Lines are equipped with the features as indicated below, but the Customer may choose not to active all features. The Basic Line rate applies regardless of the number of features activated by the Customer.

Automatic Callback Calling - An arrangement which permits an originating Basic Centrex line user who attempts an intercommunication call to a busy Basic Centrex line to automatically be connected to that line when both called and calling lines become idle, by dialing an activation code. Automatic Callback Calling will only operate for intercommunication calls between lines of the same system. This feature can be canceled by the originating station user dialing a deactivation code.

Call Forwarding - Busy Line - All Calls or Outside Calls - A fixed arrangement which permits the routing of incoming calls to another specified line of the system if the intended line is in use. With this arrangement, more than one (1) station line can forward to a common station line. This feature can be provisioned for all calls (inside or outside the system) or outside the system only.

Call Forwarding - Don't Answer - All Calls or Outside Calls - A fixed arrangement which permits the routing of incoming calls to another specified line of the system if the intended line is unanswered after approximately three (3) ringing cycles. This feature can be provisioned for all calls (inside or outside the system) or outside the system only.

Call Forwarding - Variable - All Calls - An arrangement which permits a station user to have incoming calls automatically transferred to another line of the system, or to a line outside the system, for temporary periods. The feature is activated by dialing a code, followed by the line number to which the calls are to be forwarded. The feature is deactivated by dialing another code. Reminder Ring provides for a distinctive ringing signal to be provided to the Call Forward - Variable line at the time the call is forwarded.

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SECTION 9 - ADVANCED VOICE AND DATA SERVICES, (CONT'D.)

9.1 Centrex Service, (Cont'd.)

9.1.2 Standard Features, (Cont'd.)

Call Hold - An arrangement which permits an in-progress call to be held for extended period in order that another incoming call on another line may be answered.

Call Park - An arrangement which permits a station line user to park a call against its own telephone number. The parked call can be retrieved from any station by dialing the feature access code for retrieval and the station line number. A parked call that has not been retrieved within the time specified by the Customer will be returned to the station parking the call.

Call Pickup - An arrangement which permits an in-progress call to be held for extended periods by dialing a code.

Call Transfer - All Calls or Inside Calls - An arrangement which permits a station user to transfer a call to another line either within or outside of the system. This feature can be provisioned for all calls (inside or outside of the system) or for inside the system only.

Call Waiting – Originating - An arrangement which permits calls to lines of the system which are in use, originated by a line so equipped, to be "announced" by a short burst of tone (audible only to the called party) and automatically completed upon termination of the in-progress call, or if the in-progress call is placed on Call Hold by the called party.

Call Waiting – Terminating - An arrangement which permits all incoming calls on lines already in use to be "announced" by a short burst of tone (audible only to the called party) and automatically completed upon termination of the in-progress call, or if the in-progress call is placed on Call Hold. This service can be provided for calls originating outside the system or for all calls. Tone Block allows a station user to temporarily deactivate Call Waiting prior to initiating a call or during a call in progress. The Call Waiting will be automatically reactivated when the call or call attempt is terminated.

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SECTION 9 - ADVANCED VOICE AND DATA SERVICES, (CONT'D.)

9.1 Centrex Service, (Cont'd.)

9.1.2 Standard Features, (Cont'd.)

Common Intercept - An arrangement which permits incoming exchange calls to unassigned and/or non-working lines to be intercepted by a standard announcement which informs the calling party that the called number is not in service. Intercommunication calls to unassigned station lines will be intercepted by a standard central office recorded announcement for system calls. This announcement will provide a common message that the number is not in service with advice that the in-house directory should be consulted.

Conference Arrangement - 1 to 6 ports - Per System - An arrangement which permits line users to establish conference connections of up to six (6) lines, including the originating line, by dialing an assigned access code.

Consultation Hold - An arrangement which permits a station user to hold any in-progress call by operation of the switchhook. The station user is automatically returned to the original call upon completion of the second call.

Directed Call Park - An arrangement which permits a station user to park a call against any station number appearance. Station users may be required to enter a security code to retrieve the call if desired.

Directed Call Pickup - An arrangement which provides the ability for a call directed to a station line to be answered by any other station user by dialing a code number followed by the station line number. This feature offered with or without Barge-In as follows:

- a. With Barge-In - If the call has already been answered, a burst of tone is applied to alert the answering party of the impending presence of a third party. The third party is then bridged into the existing connection.
  - b. Non-Barge In - If the call has already been answered, the station user who dialed the access code receives a busy tone.
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SECTION 9 - ADVANCED VOICE AND DATA SERVICES, (CONT'D.)

9.1 Centrex Service, (Cont'd.)

9.1.2 Standard Features, (Cont'd.)

Inside/Outside Ringing - The Distinctive Ring arrangement permits the station user to identify the source of incoming calls by a unique ringing pattern.

Executive Busy Override - An arrangement which allows the station user to invoke an override when encountering a busy condition. The station user gains access to a busy station by flashing the switchhook and dialing a feature code. A warning tone is emitted and a three-way call is established. The station user invoking override can then hang up and the prior conversation will continue, or flash the switchhook, dropping the third party from the conversation.

Last Number Redial - An arrangement which permits a station user to redial the last called number (up to twenty-four (24) digits), by depressing a single button or by dialing an access code rather than dialing the entire number.

Multi-Path Call Forwarding - Up to 5 Paths - A call forwarding option which permits the station user to forward incoming simultaneous messages.

Night Service - An arrangement which permits the routing of calls normally directed to the attendant to be directed to pre-selected lines within the system. This feature is provided on a Call Forwarding - Fixed or Call Forwarding - Variable basis.

Speed Dial Short - An arrangement which permits the user to make calls to frequently dialed numbers by using a two-digit code. A Customer-programmable "short" list (eight (8) numbers) is provided per line.

Speed Dial Long - An arrangement which permits the user to make calls to frequently dialed numbers by using a two-digit code. A Customer-programmable "short" list (thirty (30) numbers) is provided per line.

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SECTION 9 - ADVANCED VOICE AND DATA SERVICES, (CONT'D.)

9.1 Centrex Service, (Cont'd.)

9.1.2 Standard Features, (Cont'd.)

Speed Dial Short – Shared - An arrangement which permits the station user to share the same speed dial eight (8) numbers list with other station users on the system.

Speed Dial Long - Shared - An arrangement which permits the station user to share the same speed dial thirty (30) numbers list with other station users on the system.

Station Line Hunting - An arrangement which permits station lines to be arranged in groups so that calls to a busy line in a group will be completed to another line in the group that is not busy. This feature can be provided in series completion, circular or multi-line arrangements.

Three Way Calling - An arrangement which permits a station user to establish a 3-way conference by placing an in-progress call on hold, through operation of the switchhook, and then dialing another call. By again operating the switchhook, the station user can connect the two calls.

Touch Tone - All lines in Business Plus Centrex are equipped for Touch Tone Calling.

Trunk Answer Any Station - An arrangement which permits the station user to answer an incoming exchange network call directed to the main listed number by any line in the system when the attendant position is in the "night" mode, via the activation of a three (3) digit code.

Uniform Call Distribution - UCD with Queuing - An arrangement which permits the station user to receive more calls than the multi-line hunt group is designed to handle. This is accomplished by providing the Customer with one queue slot.

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SECTION 9 - ADVANCED VOICE AND DATA SERVICES, (CONT'D.)

9.1 Centrex Service, (Cont'd.)

9.1.3 Optional Features

Optional features are offered with each Service Plan in addition to the Standard Features shown in Section 9.1.2 preceding. Optional features are provided where facilities are available and consist of the following:

A. Optional Features

The following CLASS features are offered with Basic Lines: Call Block, Call Return, Call Selector, Preferred Call Forwarding, Repeat Dialing, Caller ID with Number, and Caller ID with Name. Refer to Section 7.1.1 for descriptions applicable to these Optional CLASS Features.

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SECTION 9 - ADVANCED VOICE AND DATA SERVICES, (CONT'D.)

9.1 Centrex Service, (Cont'd.)

9.1.4 Service Requirements

Basic Centrex Service is available to Customers served from a compatible central office where adequate facilities are available. A system must have a minimum of two (2) service lines.

The Customer is responsible for notifying the Company thirty (30) calendar days prior to the termination of service.

One free Directory Listing is provided with each Centrex Service system. Additional listings are available at rates specified under Directory Listing Services elsewhere in this Price List.

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SECTION 9 - ADVANCED VOICE AND DATA SERVICES, (CONT'D.)

9.1 Centrex Service, (Cont'd.)

9.1.5 Basic Line Rates

Centrex Service Basic Lines are offered on a measured rate basis only. No local message unit allowance is included in the monthly rates in this Section. End User Common Line Charges are not applicable to Centrex Basic Lines.

A. Basic Line Rates

1. Verizon-New Jersey Territory

Line Type and Quantity of Lines in System	Per Line Charge Central Office Lines	Per Line Charge SpectroFlex Lines
Fully Unrestricted	\$22.50	\$22.50
Toll Restricted	\$22.50	\$22.50

2. Windstream Territory

Line Type and Quantity of Lines in System	Per Line Charge Central Office Lines	Per Line Charge SpectroFlex Lines
Fully Unrestricted	TBD	TBD
Toll Restricted	TBD	TBD

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SECTION 9 - ADVANCED VOICE AND DATA SERVICES, (CONT'D.)

9.1 Centrex Service, (Cont'd.)

9.1.6 Optional Features Charges

A. Optional CLASS Features

Customers may subscribe to the following CLASS features in addition to standard features offered with Basic Line service. Features (except Caller ID) are offered individually (Column A) or as a package (Column B). Caller ID may be subscribed to along with packaged features at rates listed in Column B of the following table.

1. Verizon-New Jersey Territory

Optional Feature	Per Month Individual Feature	Per Month with Feature Package
Call Block	\$0.75	
Call Selector	\$0.75	\$3.60
Preferred Call Forwarding	\$0.75	
Caller ID with Name and Number	\$3.75	\$3.75

2. Windstream Territory

Optional Feature	Per Month Individual Feature	Per Month with Feature Package
Call Block	TBD	
Call Selector	TBD	TBD
Preferred Call Forwarding	TBD	
Caller ID with Name and Number	TBD	TBD

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SECTION 10 - PROMOTIONAL OFFERINGS

10.1 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration designed to attract new Customers or to increase Customer awareness of a particular service offering.

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SECTION 11 - SPECIAL CONSTRUCTION OR ARRANGEMENTS

11.1 Special Charges

11.1.1 Application of Special Charges

Special charges may apply in addition to the usual service connection charges and monthly rates when unusual investment or expense will be incurred by the Company. Special charges will apply when:

- A. conditions require or the Customer requests the provision of special equipment or unusual or nonstandard methods of plant construction, installation or maintenance or a move of the Company's facilities;
- B. the Customer's location requires the use of costly private right-of-way; and
- C. the proposed service is of a temporary nature, and the plant to be placed would not be useful to the Company in the general conduct of its business after that service was discontinued.

11.1.2 Customer Requirements for Special Charges

- A. The Customer shall be charged the estimated cost of construction and removal of the plant which would not be of value to the Company, less the estimated net recovery value of the material used. The Company may require the Customer to pay the cost of construction plus the cost of removal, less salvage, for temporary construction performed in advance of permanent construction or to provide temporary service.
  - B. The Company shall retain title to all plant constructed, as specified within this Price List, provided wholly or partially at the Customer's expense.
  - C. When attachments are made to poles of other companies, instead of providing construction for which the Customer would be charged under the provisions of this section, the Customer shall pay the Company's cost for such attachments.
  - D. The Customer is required to pay the construction charges made by another telephone company providing facilities to connect with the facilities of the Company.
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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 11 - SPECIAL CONSTRUCTION OR ARRANGEMENTS, (CONT'D.)

11.2 Construction Charges and Other Special Charges

11.2.1 General

Construction charges, where applicable, are in addition to the established nonrecurring charges and monthly rates for the furnishing of service to the Customer.

11.2.2 Construction on Public Highways or Other Easements

The normal method of constructing distribution facilities, i.e., aerial or underground, will be determined by the Company or its underlying carrier according to the conditions in each case, except as provided for under "Extensions to Serve New Customers" in X.1.4(A) following.

The ownership of poles used in the provision of telephone service is vested either in the Company, its underlying carrier, or in some other company with which the Company or its underlying carrier has a joint use agreement.

Normally, no charges apply for extending telephone plant along public roads, highways, rights-of-way or easements, except for Conditions Involving Special Consideration.

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SECTION 11 - SPECIAL CONSTRUCTION OR ARRANGEMENTS, (CONT'D.)

11.2 Construction Charges and Other Special Charges, (Cont'd.)

11.2.3 Construction on Private Property

A. Service Entrance Facilities

1. Charge Treatment for Construction Required for Changes to Existing Service Entrance Facilities

a. Change in Aerial Service Connection

Where it is necessary to remove or relocate the pole at which an aerial service connection terminates, the service connection will be re-established by the Company by the most practicable method, i.e., aerial or underground or a combination of both. Charges based on cost may apply for the work to be done except in those cases where the reason for change is beyond the control of the Customer and the service connection is re-established by the most practicable method. In this event, the service connection is normally re-established at no charge to the Customer.

b. Change in Underground Service Connection

Where it is necessary to remove or relocate the manhole at which an underground service connection terminates, the service connection will be re-established by the Company by the most practicable method, i.e., aerial or underground or a combination of both. Charges based on cost may apply for the work to be done except in those cases where the reason for the change is beyond the control of the Customer and the service connection is re-established by the most practicable method. In this event, the service connection is normally re-established at no charge to the Customer.

c. Change from Aerial to Underground or Underground to Aerial Construction at the Customer's request

The charge treatment is based on cost plus, in all cases, the charge applicable to a new service connection of the facilities.

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SECTION 11 - SPECIAL CONSTRUCTION OR ARRANGEMENTS, (CONT'D.)

11.2 Construction Charges and Other Special Charges, (Cont'd.)

11.2.3 Construction on Private Property, (Cont'd.)

B. Construction Required for Service to an Additional Termination Point (ATP)

1. General

- a. A Customer's main telephone billing number must terminate at the Customer's Rate Demarcation Point (RDP). A Customer's RDP and ATP must be located on the same property. Only supplemental services, billed to the main billing number or billed separately to the same Customer at the same address, may be terminated at an ATP.
  - b. A Customer may request multiple ATPs on the same or different floors in a single or multi-tenant building, or in the same or different buildings on a single or multi-tenant campus.
  - c. If a Customer desires to have services terminated at an ATP, it is the Customer's responsibility to inform the Company that the service is to be terminated at the ATP. If the Customer fails to fulfill this responsibility, the requested installations of the network services will be terminated at the Customer's RDP.
  - d. Eighty-five (85) percent of the cable capacity used to establish an ATP will be available for assignment of network facilities.
  - e. The minimum size cable installed to provide service to an ATP will have a capacity of 100 pairs.
  - f. A subsequent Customer, other than the Customer charged for the construction of the ATP at a location where an ATP exists, and choosing to have network services assigned to the ATP, will be charged an ICB charge.
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SECTION 11 - SPECIAL CONSTRUCTION OR ARRANGEMENTS, (CONT'D.)

11.2 Construction Charges and Other Special Charges, (Cont'd.)

11.2.3 Construction on Private Property, (Cont'd.)

B. Construction Required for Service to an Additional Termination Point (ATP),  
(Cont'd.)

2. Charge Treatment for Construction Required for Service to an ATP

- a. Construction of an ATP will be on an ICB basis.
  - b. Charges based on cost apply to the construction of an ATP and are developed on the individual circumstances in each case.
  - c. The cost of an ATP includes Company-provided maintenance, up to and including the NI.
  - d. Reinforcement of ATP facilities will be at the Customer's expense.
  - e. Charges for changes in aerial or underground service connections to an ATP are in accordance with this Section.
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SECTION 11 - SPECIAL CONSTRUCTION OR ARRANGEMENTS, (CONT'D.)

11.2 Construction Charges and Other Special Charges, (Cont'd.)

11.2.3 Construction on Private Property, (Cont'd.)

C. Maintenance and Repair

Circuits on private property, up to and including the RDP, are maintained and replaced at the expense of the Company except that:

1. Where repair or replacements are made necessary by damages caused by the Customer, his/her employees or representatives, or by water freezing in improperly drained conduit, or by any other circumstances over which the Customer has control, he/she will be required to bear the expense of the repairs or replacement, or if he/she desires, service will be established by means of the normal method of construction at the normal construction charge treatment. In the latter event, the charge applicable to a new service connection of the facilities also applies.
  2. Where wire is buried in a trench provided by the Customer, and the Customer renders access to the circuits unusually expensive, e.g., lays a concrete walk or driveway over the circuits or places expensive shrubbery over them, he/she will be required to bear the unusual expense incurred in opening and closing the trench in connection with maintenance of the circuits, or if he/she desires, the Company will establish service by means of the normal method of construction at the normal method of construction at the normal construction charge treatment. In the latter event, the charge applicable to a new service connection of facilities also applies.
  3. In connection with wire buried by the Company, where repairs or replacements are made necessary under circumstances similar to those in the preceding paragraph, such repairs or replacements will be made by the most practicable method, i.e., buried or aerial, as the case may be. If the most practicable method is aerial and the Customer desires underground, he/she must open and close the trench. Except where the customer opens and closes the trench, the charge applicable to a new service connection of the facilities also applies.
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SECTION 11 - SPECIAL CONSTRUCTION OR ARRANGEMENTS, (CONT'D.)

11.2 Construction Charges and Other Special Charges, (Cont'd.)

11.2.4 Service Entrance Facilities

A. Extensions to Serve New Customers

1. Descriptions / Regulations

- a. Applicant, as used herein, means the subdivider, developer, builder or owner applying for the construction of a telephone distribution system to serve one or more new Customers.
  - b. Extension means the construction or installation of plant and/or facilities by the company to provide service from existing plant and/or facilities to one or more new Customers, and also means the plant and/or facilities themselves. This term includes all plant and/or facilities for transmission and/or distribution, whether located on a public street or right of way, or on private property, including the wire, cable, pipe, conduit or other means of conveying a service from existing plant and / or facilities to each unit or structure to be served. The extension ends at the point where the service connects to the RDP.
  - c. The Company is not required to construct, own, operate or maintain an extension on any property unless the Company is legally authorized to do so, for example through an easement or right-of-way. The applicant shall ensure that the Company is provided with such legal authority, at no cost to the Company and with no requirement for condemnation of the property.
  - d. In construction and operating an extension, the Company shall use equipment and practices that meet all applicable requirements which are consistent with industry best practices and standards and the Company's minimum system design standards, unless requested otherwise by the applicant.
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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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SECTION 11 - SPECIAL CONSTRUCTION OR ARRANGEMENTS, (CONT'D.)

11.2 Construction Charges and Other Special Charges, (Cont'd.)

11.2.4 Service Entrance Facilities, (Cont'd.)

A. Extensions to Serve New Customers, (Cont'd.)

1. Descriptions / Regulations, (Cont'd.)

- e. Connections from the existing telephone distribution system to the underground system installed within the applicant's subdivision are made by an extension of existing facilities in the normal method of construction along the established route which will serve the subdivision. Where the electric utility involved provides such an extension by means of overhead facilities, the Company's facilities may also be provided by means of overhead construction.
  - f. The Company, Customers, applicants, developers, builders, municipal bodies and other persons shall cooperate fully in order to facilitate construction of an extension at the lowest reasonable cost consistent with system reliability and safety. This includes sharing trenches where practicable, and coordinating scheduling and other aspects of construction to minimize delays and to avoid difficult conditions such as frozen or unstable soils.
  - g. If an applicant requests an extension that will serve both a designated growth area and an area not designated for growth, the Company will pay for, or financially contribute to, the portion of the extension that is necessary to serve a designated growth area, except as provided for herein. The Company will not pay for or contribute financially to the portion of the extension that will serve an area not designated for growth unless the area was determined to be exempt under N.J.A.C. 14:3-8.2.
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SECTION 11 - SPECIAL CONSTRUCTION OR ARRANGEMENTS, (CONT'D.)

11.2 Construction Charges and Other Special Charges, (Cont'd.)

11.2.4 Service Entrance Facilities, (Cont'd.)

A. Extensions to Serve New Customers, (Cont'd.)

1. Descriptions / Regulations, (Cont'd.)

h. The Company is eligible to apply for cost recovery under a Targeted Revitalization Incentive Program (TRIP) charge in accordance with N.J.A.C. 14-3-10.

i. The applicant shall furnish the items listed below without charge and in sufficient time in the judgment of the Company for it to meet service requirements:

- Rights-of-way and easements suitable to and without cost to or condemnation by the Company;
  - The preliminary or tentative subdivision map which has been submitted to and approved by the appropriate authorities, showing the full layout of the subdivision to be developed in order to facilitate planning for the cables;
  - The final subdivision map of the section of the subdivision which has received final approval of the appropriate authorities and which the applicant proposes to develop in the immediate future. The map shall be furnished in both paper and electronic (CADD) format;
  - A written estimate of the date on which telephone service will initially be required and the time schedule for full development of the Section; and
  - Documentation, which includes detailed plans of the development to enable the Company to determine if the development is in an "area designated for growth" as defined in N.J.A.C. 14:3-8.2 and depicted on a copy of the most current State Plan Policy map prepared by the State Planning Commission, or is in an area not designated for growth but has been determined to be exempt and eligible for the same treatment as an area designated for growth.
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SECTION 11 - SPECIAL CONSTRUCTION OR ARRANGEMENTS, (CONT'D.)

11.2 Construction Charges and Other Special Charges, (Cont'd.)

11.2.4 Service Entrance Facilities, (Cont'd.)

A. Extensions to Serve New Customers, (Cont'd.)

1. Descriptions / Regulations, (Cont'd.)

- j. An extension to non-residential development shall be made underground if the development does not have service and the extension is located in an area where local government or the Company requires the extension to be underground. It is the property owners' responsibility to provide a suitable path or two (2) four-inch conduits and associated structures in accordance with the Company's layout design and specifications from the public road into the building(s).

The applicant or the Company may request a special exemption from the Board of Public Utilities if this requirement will result in a hardship, inequity, or will be discriminatory to other affected parties.

- k. An extension serving a residential development of three or more units shall be underground if the development does not have service and the extension will be placed along streets that are not already served by overhead facilities. It is the property owners' responsibility to provide a suitable path or two (2) four-inch conduits and associated structures in accordance with the Company's layout design and specifications from the public road into the building(s).

The applicant or the Company may request a special exemption from the Board of Public Utilities if this requirement will result in a hardship, inequity, or will be discriminatory to other affected parties.

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SECTION 11 - SPECIAL CONSTRUCTION OR ARRANGEMENTS, (CONT'D.)

11.2 Construction Charges and Other Special Charges, (Cont'd.)

11.2.4 Service Entrance Facilities, (Cont'd.)

A. Extensions to Serve New Customers, (Cont'd.)

1. Descriptions / Regulations, (Cont'd.)

l. The Company will start construction only after all of the following conditions have been executed and met:

- (i) Advanced construction payment and assigned contract of work;
- (ii) The rights-of-way or easements specified preceding are cleared of trees, tree stumps and other obstruction above or below grade at no charge to the Company to a width sufficient in its judgment to permit the use of machinery and equipment, and graded to within six inches of final grade by the applicant. Such clearance and grading must be maintained by the applicant during construction by the Company, and
- (iii) in a buried environment, furnish a trench meeting the standards and requirements of the Company. Should the applicant want to perform this work prior to the Company's scheduled construction start date, it must (i) obtain approval from the Company, and (ii) provide two (2) four-inch conduits and associated structures in accordance with the Company's layout design and specifications for the Company's use. The Applicant will maintain the trench until all utilities have been installed, after which time the applicant is required to backfill the trench.

m. Where practicable, as determined by the Company and the electric utility involved, electric and telephone facilities may be placed in the same trench. Where joint use of a trench is practical, the Company will not commence work on an underground system unless and until the applicant has satisfied all conditions precedent to the obligation of the electric utility as well as the Company to commence work on their respective underground systems.

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SECTION 11 - SPECIAL CONSTRUCTION OR ARRANGEMENTS, (CONT'D.)

11.2 Construction Charges and Other Special Charges, (Cont'd.)

11.2.4 Service Entrance Facilities, (Cont'd.)

A. Extensions to Serve New Customers, (Cont'd.)

1. Descriptions / Regulations, (Cont'd.)

- n. The charges specified in 2 following are based on the premise that each applicant shall agree to cooperate with the Company in an effort to keep the cost of construction and installation of the underground telephone communication system as low as possible. This includes the scheduling of construction to preclude the necessity for trenching in frozen soils, or in land fill operations before soils have become stabilized.

Should unusual circumstances arise which would unreasonably delay underground device service, temporary wires may be installed in whatever manner is most practical under the circumstances, provided, however, that such temporary wires shall be replaced as soon as practicable with a permanent underground service.

Upon approval by the Board of Public Utilities, excess costs, if any, due to temporary installations will be charged to the applicant.

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SECTION 11 - SPECIAL CONSTRUCTION OR ARRANGEMENTS, (CONT'D.)

11.2 Construction Charges and Other Special Charges, (Cont'd.)

11.2.4 Service Entrance Facilities, (Cont'd.)

A. Extensions to Serve New Customers, (Cont'd.)

2. Charge Treatment

a. Schedule of Charges

- (i) The costs of an extension are the actual costs incurred to construct and install the extension, including materials and labor employed in the design, purchase, constructions, and / or installation of the extension, including overhead directly attributable to the work, as well as overrides or loading factors such as those for back-up personnel for mapping, records, clerical, supervision or general office functions.
  - (ii) The estimated cost of each extension is prepared in the Contract of Work and determined on an individual case basis using the most recent costs. Where pavement cutting and restoration, rock removal, blasting, difficult digging conditions or special back fill is required, charges based on the costs involved may apply.
  - (iii) The charges herein are in addition to the charges show elsewhere in this Price List for the furnishing of the company's services.
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SECTION 11 - SPECIAL CONSTRUCTION OR ARRANGEMENTS, (CONT'D.)

11.2 Construction Charges and Other Special Charges, (Cont'd.)

11.2.4 Service Entrance Facilities, (Cont'd.)

A. Extensions to Serve New Customers, (Cont'd.)

2. Charge Treatment, (Cont'd.)

b. Advance Construction Payments

An applicant will be required to pay deposits contained in the Contract of Work in the form of advance construction payments based on estimated costs. Such deposits will be held without payment of interest. In addition, in all cases, the applicant will be responsible for actual costs in excess of the advance construction payments. In the event that actual costs are less than any advance construction payments, the difference will be refunded to the applicant upon completion of the extension.

Where an applicant plans construction of a development in phases, the applicant shall indicate which phases are to be treated as separate development for the purposes of determining the amount of deposit and calculating any applicable refund formula. The deposit required for each phase of the extension shall be the cost of the extension required to serve that phase of the development.

There are two types of advance construction payments that may be required of an applicant:

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SECTION 11 - SPECIAL CONSTRUCTION OR ARRANGEMENTS, (CONT'D.)

11.2 Construction Charges and Other Special Charges, (Cont'd.)

11.2.4 Service Entrance Facilities, (Cont'd.)

A. Extensions to Serve New Customers, (Cont'd.)

2. Charge Treatment, (Cont'd.)

b. Advance Construction Payments, (Cont'd.)

- (i) Type 1 Deposits – are for extensions in "areas designated for growth" as defined in N.J.A.C. 14:3-8.2, or has been determined to be exempt and eligible for the same treatment as areas designed for growth. Type 1 Deposits may be required by the Company and are subject to a 10-year refund formula. Any portion of a Type 1 Deposit remaining unrefunded 10 years from the date the Company is first ready to render service from the extension involved will be retained by the Company. In no event shall the Company refund more than the total Type 1 Deposit amount to the applicant. The following portions of Type 1 Deposits are not refundable:

- For any extension, the cost of extra service or of extra work required to provide standard service. If an applicant requests service that costs more than that which is standard, or if an extension presents an unusual situation in which providing standard service is substantially more expensive than usual, the Company may charge the applicant or the Customer the extra expense.

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SECTION 11 - SPECIAL CONSTRUCTION OR ARRANGEMENTS, (CONT'D.)

11.2 Construction Charges and Other Special Charges, (Cont'd.)

11.2.4 Service Entrance Facilities, (Cont'd.)

A. Extensions to Serve New Customers, (Cont'd.)

2. Charge Treatment, (Cont'd.)

b. Advance Construction Payments, (Cont'd.)

(i) Type 1 Deposits, (Cont'd.)

- For any extension, the cost of the portion of the extension from the boundary of the property on which the new Customers to be served are located (that is from the subdivision gate, or for an individual lot, from the curb of the lot) to the point where the service connects to the building.
- For an underground extension, the additional cost for underground service over and above the amount it would cost to serve those Customers' overhead.

(ii) Type 2 Deposits – are for extensions in areas not designated for growth and not exempt under N.J.A.C. 14:3-8.2. Type 2 Deposits are required from the applicant for the estimated cost and no portion of the deposit is subject to a refund; provided, however, in the event that the actual costs are less than any advance construction payments, the difference will be refunded to the applicant upon completion of the extension as set herein.

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