

TITLE PAGE

REGULATIONS AND SCHEDULE OF INTRASTATE ACCESS RATES
WITHIN THE STATE OF NEW JERSEY.

BY

SPECTROTEL OF NEW JERSEY, LLC
D/B/A ONE TOUCH COMMUNICATIONS
D/B/A SURFTONE
D/B/A TOUCH BASE COMMUNICATIONS

3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Issued: January 22,
2013

Effective February 1, 2013
:

Issued By: Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

NJa1301

CHECK SHEET

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

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Issued: May 27, 2021
Issued By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, NJ 07753

Effective: July 1, 2021

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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2013

Effective February 1, 2013
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NJa1301

EXPLANATION OF SYMBOL

- (C) To signify changed rate, regulation or condition.
- (D) To signify discontinued rate, regulation or condition.
- (I) To signify an increase.
- (M) To signify text relocated without change.
- (N) To signify new material, including a listing, rate, regulation, rule or condition.
- (R) To signify a reduction.
- (T) To signify a change in the text, but no change in the rate, rule or condition.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.5 Use of Service

- 2.5.1** Service may be used for any lawful purpose by the Customer or by any End User.
- 2.5.2** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- 2.5.3.** Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.5.4** Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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NJa1301

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.12 Payment of Deposits

- 2.12.1** The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guaranty of the payment of rates and charges. No such deposit will be required of a Customer which has established credit and has no history of late payments to the Company.
- 2.12.2** The Company may require a deposit from Customers to protect against uncollectible accounts. The maximum amount of any deposit shall not exceed the equivalent of the customer's estimated liability for two months usage.
- 2.12.3** The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Board.
- 2.12.4** At the option of the customer making a security deposit, the Company shall annually make either direct payment to the customer of all accrued interest, or shall credit same to the customer's account. Customer deposits may be refunded by a utility at any time. Residential Customers' deposits should not be held longer than one year and all other deposits should not be held longer than two years provided the customer has established satisfactory credit during the period.
- 2.12.5** If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

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2013

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.15 Liability of the Company

- 2.15.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.15.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.15.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.15.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the FCC or the Board's Rules and Regulations.
- 2.15.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

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2013

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.16 Liability of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

- 2.16.1** Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- 2.16.2** Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- 2.16.3** All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users, or customers, in connection with any service or facilities or equipment provided by the Company.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

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

2.19.10 Identification and Rating of VoIP-PSTN Traffic

A. Scope

VoIP-PSTN Traffic is the traffic exchanged in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90 et. al., FCC No. 11-161 (November 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "VoIP-PSTN Access Traffic") from the Customer's traditional intrastate access traffic, so that such VoIP-PSTN Access Traffic can be billed in accordance with the FCC Order.

B. Rating of VoIP-PSTN Traffic

The VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable interstate switched access Tariff FCC No. 4.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

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

2.19.10 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

C. Calculation and Application of Percent-VoIP-PSTN Usage Factor

The Company will determine the number of VoIP-PSTN Access Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection B., above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU (however determined – either based on call detail information or PIU) exchanged between the Company and the Customer. The PVU will be derived and applied as follows:

1. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the whole number percentage of the total access MOU that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originates in IP format; or (b) is received from the Company and terminates in IP format. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
2. Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total access MOU in the State that the Company originates or terminates in IP format. This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
3. The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the percentage of total access MOU exchanged between the Company and the Customer that is originated or/or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The effective PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

Issued: January 22,
2013

Effective February 1, 2013
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Neptune, New Jersey 07753

NJa1301

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

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

2.19.10 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

C. Calculation and Application of Percent-VoIP-PSTN Usage Factor. (Cont'd.)

4. The Company will apply the effective PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-A is 40% and the PVU-B is 10%. The effective PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. The Company will bill 46% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

Example 2: The PVU-A is 0% and the PVU-B is 10%. The effective PVU factor is $0\% + (10\% \times 100\%) = 10\%$. The Company will bill 10% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the effective PVU is 100%. The Company will bill 100% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

5. If the Customer does not furnish the Company with a PVU-A pursuant to the preceding paragraph 1, the Company will utilize an effective PVU equal to the PVU-B.
6. The Customer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic.

Issued: January 22,
2013

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NJa1301

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.3 Rate Categories, (Cont'd.)

3.3.5 Switched Access Optional Features

Following are the various optional features that are available, where the technical capability exists, at the rates specified in 3.9.5:

- (a) Supervisory Signaling
- (b) Alternate Traffic Routing
- (c) Cut-Through
- (d) Service Class Routing
- (e) FGD with 950 Access
- (f) Signaling System Seven (SS7)
- (g) Basic Initial Address Message Delivery
- (h) Called Directory Number Delivery
- (i) Flexible Automatic Number Identification Delivery

Other optional features may be available on an individual case basis.

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2013

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.4 Access Ordering

This section sets forth the regulations for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff.

The Company reserves the right to require that services offered under this tariff be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- Customer name and Premises address(es);
- Billing name and address (when different from Customer name and address); and
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

3.4.1 Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

A. Standard Interval

The Standard Interval for Switched Service will be ten (10) business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

Issued: January 22, 2013

Effective: February 1, 2013

Issued By: Jacob J. Dayan, Chief Executive Officer
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Neptune, New Jersey 07753

NJa1301

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.4 Access Ordering, (Cont'd.)

3.4.1 Access Service Date Intervals, (Cont'd.)

B. Negotiated Interval

The Company will negotiate a Service Date interval with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. There is no existing facility connecting the Customer Premises with the Company; or
3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

Issued: January 22,
2013

Effective February 1, 2013
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NJa1301

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.4 Access Ordering, (Cont'd.)

3.4.2 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

Issued: January 22,
2013

Effective February 1, 2013
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NJa1301

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.5 Special Construction, (Cont'd.)

Cost Computation - Special Construction costs may include one or more of the following items to the extent that they are applicable:

- a. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
 - (1) equipment and materials provided or used;
 - (2) engineering, labor and supervision;
 - (3) transportation;
 - (4) rights of way; and shipping and delivery.
- b. cost of maintenance;
- c. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- d. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- e. license preparation, processing and related fees;
- f. tariff preparation, processing and related fees;
- g. any other identifiable costs related to the facilities provided; or
- h. an amount for return and contingencies.

Issued: January 22,
2013

Effective February 1, 2013
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NJa1301

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.9 Rates and Charges

3.9.1 Switched Access Rates

A. Per Originating Minute

1. Verizon Territory

	<u>Non 8YY</u>	<u>8YY</u>	(C)
Tandem-Switched Transport - Termination, per minute	\$0.000000	Note 1	
Tandem-Switched Transport - Facility, per minute per mile	\$0.000002	Note 1	
Access Tandem Switching, per minute	\$0.001574	\$0.001000 (R)	
CMUX, per minute	\$0.000000	\$0.000000	
CTP, per minute*	\$0.001688		
7/1/2021 – 6/30/2022		\$0.001688	
7/1/2022-6/30/2023		\$0.000844 (R)	
7/1/2023		\$0.000000 (R)	
Local Switching, per minute*	\$0.002406		
7/1/2021 – 6/30/2022		\$0.002406	
7/1/2022-6/30/2023		\$0.001203 (R)	
7/1/2023		\$0.000000 (R)	
Composite Terminating End Office Charge, per minute	N/A		
Host-Remote Transport - Terminating, per minute	\$0.000000		
Host/Remote, per minute per mile	\$0.000000		

2. CenturyLink Territory

	<u>Non 8YY</u>	<u>8YY</u>	(C)
Tandem-Switched Transport - Termination, per minute	\$0.000449	Note 1	
Tandem-Switched Transport - Facility, per minute per mile	\$0.000022	Note 1	
Access Tandem Switching, per minute	\$0.001438	\$0.001000 (R)	
CMUX, per minute	\$0.000469	\$0.000469	
CTP, per minute	\$0.000490		
7/1/2021 – 6/30/2022		\$0.000490	
7/1/2022-6/30/2023		\$0.000245 (R)	
7/1/2023		\$0.000000 (R)	
Local Switching, per minute	\$0.003892		
7/1/2021 – 6/30/2022		\$0.003892	
7/1/2022-6/30/2023		\$0.001946 (R)	
7/1/2023		\$0.000000 (R)	
Host-Remote Transport - Termination, per minute	\$0.000449	\$0.000000	
Host-Remote Transport - Facility, per minute per mile	\$0.000022	\$0.000000	
Host/Remote - CMUX per minute	\$0.000469	\$0.000000	
Host Remote - CTP per minute, per termination	\$0.000490		
7/1/2021 – 6/30/2022		\$0.000490	
7/1/2022-6/30/2023		\$0.000245 (R)	
7/1/2023		\$0.000000 (R)	(C)

Note 1 Included in Tandem Switching per minute rate.

(M) – Material previously found on this page is now found on page 49.

Issued: May 27, 2021

Effective:

July 1, 2021

Issued By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, NJ 07753

(T)

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.9 Rates and Charges, (Cont'd.)

3.9.1 Switched Access Rates

(M)

B. Per Terminating Minute**

Verizon Territory

Tandem-Switched Transport - Termination, per minute	\$0.000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.000000
Access Tandem Switching, per minute	\$0.000000
CMUX, per minute	\$0.000000
CTP, per minute*	\$0.000000
Local Switching, per minute*	\$0.000000
Composite Terminating End Office Charge, per minute	\$0.000000
Host-Remote Transport - Terminating, per minute	\$0.000000
Host/Remote, per minute per mile	\$0.000000

CenturyLink Territory

Tandem-Switched Transport - Termination, per minute	\$0.000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.000000
Access Tandem Switching, per minute	\$0.000000
CMUX, per minute	\$0.000000
CTP, per minute	\$0.000000
Local Switching, per minute	\$0.000000
Host-Remote Transport - Termination, per minute	\$0.000000
Host-Remote Transport - Facility, per minute per mile	\$0.000000
Host/Remote - CMUX per minute	\$0.000000
Host Remote - CTP per minute, per termination	\$0.000000

(M)

3.9.2 [Reserved for Future Use]

*Terminating Common Trunk Port and Local Switching elements are reflected in the Composite Terminating End Office Charge (CTEOC) which may be billed as the CTEOC or Local Switching element.

(M)

**All terminating FG Access will be assessed switched access rates at the rates set forth in the Company's Federal Access Tariff, FCC Tariff No. 4, as amended from time to time.

(M)

(M) - Material now found on this page was previously found on page 47.

Issued: May 27, 2021

Effective:

July 1, 2021

Issued By:

Jacob J. Dayan, Chief Executive Officer
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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.9 Rates and Charges, (Cont'd.)

3.9.3 [Reserved for Future Use]

3.9.4 Toll-Free 8XX (8YY) Data Base Access Service (T)

Verizon Territory (C)

Per Query			
7/1/2021 – 6/30/2022	\$0.0021540		
7/1/2022 – 6/30/2023	\$0.0011770 (R)		
Beginning 7/1/2023	\$0.0002000 (R)		(C)

CenturyLink Territory (C)

Per Query			
7/1/2021 – 6/30/2022	\$0.0021540		
7/1/2022 – 6/30/2023	\$0.0011770 (R)		
Beginning 7/1/2023	\$0.0002000 (R)		(C)

3.9.5 Switched Access Optional Features

Optional Features are provided on an Individual Case Basis pursuant to Section 7.1.

3.9.6 [Reserved for Future Use]

3.9.7 Processing Service Order Charge (PSOC)

When a customer disconnects their service from the Company and switches to another service provider, the Company must perform order processing, technical assistance (in selected instances) to complete the port and administrative functions including P.I.C.C. Coordination and billing reconciliations. a non-recurring Processing Service Order Charge will be imposed on the customer’s new service provider for each transaction on a per order and per line basis.

UNE-P customers	Residential	Business
Per Order	\$0.92	\$0.92
Per Line	\$1.57	\$1.57
Resale		
Per Order	\$37.89	\$37.89
Per Line	\$0.00	\$0.00

Certain rates previously found on this page are now incorporated with the rates listed on Page 47.

Issued: May 27, 2021

Effective: July 1, 2021

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SECTION 4 - DEDICATED TRANSPORT

4.1 General

The Company provides intrastate Dedicated Transport Service with transmission speeds ranging from 2.4 Kbps to 2.4 Gbps. Dedicated transport services are offered on a point-to-point basis. Each Dedicated Transport Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

All Dedicated Transport Services are offered and priced on a Special Assembly Basis.

Issued: November 9, 2015

Effective November 10, 2015

Issued By: Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
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SECTION 5 - MISCELLANEOUS CHARGES

5.1 Reserved for Future Use

Issued: November 9, 2015

Effective November 10, 2015

Issued By: Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
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SECTION 6 - PROMOTIONS

6.1 Promotions - General

The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted service. No individual promotional offering will exceed six (6) months in duration, and any promotional offering will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offer.

At the Company's option, a letter outlining the promotion may be filed with the Board Staff in lieu of filing language in the tariff.

6.2 Demonstration of Service

From time to time the Company shall demonstrate service by providing free channels for a period of time, not to exceed one (1) month.

Issued: November 9, 2015

Effective November 10, 2015

Issued By: Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
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SECTION 7 - SPECIAL ARRANGEMENTS

7.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

7.2 Special Assembly

The Company may provide a unique intrastate service arrangement for a customer where no tariffed service exists for the service. The unique service can be provided via a Special Assembly.

Issued: November 9, 2015

Effective November 10, 2015

Issued By: Jacob J. Dayan, Chief Executive Officer
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