Crown Castle Fiber LLC

# Tariff Schedule Applicable to

Facilities-Based and Resold Intrastate Telecommunications Services within the

State of New Jersey

No. 1.

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- 1.3.13 <sup>3</sup> 6 H U Y L F His **a** W@tehUequest for services executed by the Customer and the Company in the format required by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to the tariff.
- 1.3.14 <sup>3</sup>6HUYLFH 7HUP' LV WKH WHUP IRU HDFK 6HUYLFH the acceptance of the Service Order applicable to such Service, or on such other date as may be stated in the Service Order, and remains in effect until the expiration of the initial Service Term specified in the applicable Service Order.
- 1.3.15 <sup>3</sup>9\*(´PHDQV 9RLFH \*UDGH (TXLYDOHQW 7KH 9\*(IR types are as follows:

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

NJ B.P.U.

- 2.2 Obligations of the Customer
  - 2.2.1 The Customer shall be responsible for:
    - 2.2.1.1 The payment of all applicable charges specified in Service Orders executed by the Customer and for charges due pursuant to this tariff.
    - 2.2.1.2 Reimbursing the Company for damage to, or loss of, the

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### 2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage WR WKH & XVWRPHU¶V SUHPLVHV UHVXOWLQ service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of other participating carriers shall be deemed to be agents or employees of the Company except where contract-3(e)66(f 4L12.96 791.52 re W\*)-201(o)-3(t)r5nDoFo Q q 0 0 612

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- 2.7.4 Upon request of a deposit, the Company representative will provide GHWDLOHG LQIRUPDWLRQ FRQFHUQLQJ WKH & RPSE D FRPSOHWH GHVFULSWLRQ RI WKH & XVWRPHU¶V right to contact the Commission in the event of a disagreement.
- 2.7.5 The fact that a deposit is held by the Company shall in no way relieve WKH DSSOLFDQW RU &XVWRPHU IURP FRPSOLDC requirements as to advance payments and payment for service, nor constitute a waiver or modification of the regulations pertaining to the discontinuance of service for nonpayment of any sums due the Company for the service rendered.
- 2.8 Late Payment Charges
  - 2.8.1 The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this tariff. If Customer disputes all or any part of a bill, the Customer must notify the Company in writing within ninety (90) GD\V RI & XVWRPHU¶V UHFHLSW RI WKHbeddwOO SXUV
  - 2.8.2 If any billed amount is not paid when due (generally within 30 days after invoice date), Customer shall pay the past due amount (including any disputed amount denied by the Company pursuant to paragraph 2.11.2), in addition to a late payment charge equal to the past due amount multiplied by a late factor. The late factor shall be the lesser of a rate of 1.5 percent

#### 2.10 Overcharge/Undercharge

- 2.10.1 When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.
- 2.10.2 When a Customer has been undercharged, the amount shall be billed to the Customer.
- 2.11 Customer Complaints and Billing Disputes
  - Customers must notify the Company of billing or other disputes in writing 2.11.1 within sixty (60) days of the receipt of the invoice and shall provide detailed information regarding any such disputed amounts. Anv amounts disputed in good faith shall not be due and payable until such dispute is resolved as provided herein. All billed amounts not disputed in good faith and in writing by Customer within such sixty (60) days may not be disputed by Customer. All undisputed amounts are due and SD\DEOH GXH GDWH 7 K H  $\& R P S D Q \setminus \P V$ E\ WKH representatives may be contacted at:

2000 Corporate Drive Canonsburg, PA 15317 Toll-free Telephone: (888) 583-4237 Attn: Accounts Receivable Department

2.11.2 The Company shall respond to billing disputes submitted to it pursuant to SDUDJUDSK ZLWKLQVL[W\ GD\VDIWHUWK same. If the Company denies the dispute then the Customer shall pay the disputed amount but may appeal the decision to the Commission.

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3 Rates and

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## 4.2.1.3.2 Monthly Recurring Charges <sup>3</sup>05 & <sup>′</sup>

Switched Ethernet UN110Mb	ICB
Switched Ethernet UN1100Mb	ICB
Switched Ethernet UNI1000Mb	ICB
Switched Ethernet EVPL EVC 10Mbps	ICB
Switched Ethernet EVPL EVC 20Mbps	ICB
Switched Ethernet EVPL EVC 30Mbps	ICB
Switched Ethernet EVPL EVC 40Mbps	ICB
Switched Ethernet EVPL EVC 50Mbps	ICB
Switched Ethernet EVPL EVC I00Mbps	

#### 1- % 3 8 7DULII 1R &URZQ &DVWOH )LEHU //& (IIHFWLYH 'DWH -XQH

Switched Ethernet EVPL EVC 1000Mbps	ICB
Switched Ethernet ELAN EVC 10Mbps	ICB
Switched Ethernet ELAN EVC 20Mbps	ICB
Switched Ethernet ELAN EVC 30Mbps	ICB
Switched Ethernet ELAN EVC 40Mbps	ICB
Switched Ethernet ELAN EVC 50Mbps	ICB
Switched Ethernet ELAN EVC 100Mbps	ICB
Switched Ethernet ELAN EVC 150Mbps	ICB
Switched Ethernet ELAN EVC 200Mbps	ICB
Switched Ethernet ELAN EVC 300Mbps	ICB
Switched Ethernet ELAN EVC 400Mbps	ICB
Switched Ethernet ELAN EVC 500Mbps	ICB

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#### 1- % 3 8 7DULII 1R &URZQ &DVWOH )LEHU //& (IIHFWLYH 'DWH -XQH

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

### 4.2.1.3.5 Additional Charges

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

### 4.3 Wavelength Service

### 4.3.1 Service Description

### 4.3.1.1 General

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

Point -to -Point:

Wavelength Service is delivered between two HQGSRLQWV RYHU & RPSDQ\¶V :'0 using a variety of protocols (Ethernet, SONET, Fiber Channel), in bandwidths ranging from 1Gbps to 100Gbps.

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#### Managed Private Optical Network (MPON)

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

- 4.3.1.2 Terms and Conditions
  - 43.12A Wavelength Service is available for a term period of 1, 2, 3, 4 or 5 years typically. The minimum service period for Wavelength Service is one year.
  - 43.12B Upon the mutual agreement between the Company and the Customer, at the expiration of the term plan, the service will be converted to month-to-month billing and rated at the then prevailing rates for month-to-month service. The Customer will also have the option of subscribing to any then effective term plan billing in lieu of service being provided as month- to-month billing.
  - 43.12C The installation of Wavelength Service is based on a negotiated interval.
  - 43.12D Any additional charges levied to the Company for space and power which are required in order to place equipment RQ WKH & RPSDQ\¶V VLGH RI WKH QHWZRUN responsibility of the Customer.
  - 43.12E The Customer is responsible to specify in its Service Order what service configuration is to be contained in each service connection.
  - 43.12F Outage Credits for Wavelength Service will be issued in accordance with Section 2.12 preceding.