

Light Tower Fiber Long Island LLC d/b/a Lighttower Fiber Networks

Schedule J - Connectivity Services - SONET
 Price Line 0010

Standard Pricing Table:

SONET and Private Line Service	Monthly Recurring Cost	One Time Cost
Protected SONET Node Month-Month		
OC3	\$3,000	\$1,000
OC12	\$6,300	\$1,000
OC48	\$10,500	\$1,000
OC192	\$15,750	\$1,000
Protected SONET Node 36 Month		
OC3	\$2,000	\$0
OC12	\$4,200	\$0
OC48	\$7,000	\$0
OC192	\$10,500	\$0
Protected SONET Node 60 Month		
OC3	\$1,200	\$0
OC12	\$2,520	\$0
OC48	\$4,200	\$0
OC192	\$8,925	\$0
Unprotected SONET Node Month-Month		
OC3	\$2,400	\$500
OC12	\$5,040	\$500
OC48	\$8,400	\$500
OC192	\$12,600	\$500
Unprotected SONET Node 36 Month		
OC3	\$1,600	\$0
OC12	\$3,360	\$0
OC48	\$5,600	\$0
OC192	\$8,400	\$0
Unprotected SONET Node 60 Month		
OC3	\$960	\$0
OC12	\$2,016	\$0
OC48	\$3,360	\$0
OC192	\$7,140	\$0
Protected Drop Circuits		
DS3	\$160	\$200
OC3/OC3c	\$340	\$200
OC12/OC12c	\$675	\$200
OC48/OC48c	\$1,620	\$200

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Unprotected Drop Circuits		
DS3	\$105	\$200
OC3/OC3c	\$225	\$200
OC12/OC12c	\$450	\$200
OC48/OC48c	\$1,080	\$200
Digital DS 1 Protected Month-Month	\$200	\$450
Digital DS 3 Protected Month-Month	\$3,500	\$2,000
Digital DS 1 Protected 36 Month	\$170	\$0
Digital DS 3 Protected 36 Month	\$2,975	\$0
Digital DS 1 Protected 60 Month	\$160	\$0
Digital DS 3 Protected 60 Month	\$2,800	\$0
Digital DS 1 Unprotected Month-Month	\$135	\$225
Digital DS 3 Unprotected Month-Month	\$2,300	\$1,000
Digital DS 1 Unprotected 36 Month	\$115	\$0
Digital DS 3 Unprotected 36 Month	\$1,955	\$0
Digital DS 1 Unprotected 60 Month	\$110	\$0
Digital DS 3 Unprotected 60 Month	\$1,840	\$0
Sonet Services Off-Schedule	ICB	ICB

Additional Install Charges	Monthly Recurring Cost	One Time Cost
Fiber Lateral Construction up to 1000 Feet*	\$1,200.00	N/A
Fiber Lateral Construction up to 2640 Feet**	\$3,170.00	N/A
Additional Fiber Lateral Construction per half-mile or fraction thereof beyond 2640 feet	ICB	N/A
Post Installation Move, Add, Change per Hour	N/A	\$120.00
Construction within Lighttower On-Net building	N/A	ICB

* Once a total of 24 months of the Monthly Recurring Cost have been paid by one or more Using Agency(ies) for Services in a given building, the Monthly Recurring Cost for the Fiber Lateral Construction up to 1000 Feet line item for all Using Agencies with Services within that building will be eliminated. The building will then be reclassified as on-net for existing and future Using Agencies.

** Once a total of 24 months of the Monthly Recurring Cost have been paid by one or more Using Agency(ies) for Services in a given building, the Monthly Recurring Cost for the Fiber Lateral Construction up to 2640 Feet line item for all Using Agencies with Services within that building will be eliminated. The building will then be reclassified as on-net for existing and future Using Agencies.

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Billing Structure Description:

All pricing is per-node unless otherwise specified. The standard pricing tables apply only to on-net locations where Lighttower has existing fiber. Special Construction charges may apply for off-net locations. "Off-Schedule" is defined as any existing technology with customized configurations that are not listed in the pricing schedule.

SONET Service - SONET Service can be delivered as protected or unprotected. The Drop Circuits and Digital DS1/DS3 are services which are transported over the SONET Network.

Pricing noted as ICB is done so due to variables that cannot be determined until the scope of the required work has been realized. This pricing will be based on the cost of providing the requested service.

Standard Pricing Tables apply to on-net locations in the following Counties: Bergen, Essex, Hudson, Mercer, Middlesex, Monmouth, Morris, Passaic, Somerset, Union

Notes

1. **Volume Services Discount.** In the event that the total monthly recurring charges paid to Lighttower by all Using Agencies for SONET services under the Contract is greater than or equal to \$50,000 at the time Lighttower and a Using Agency enter into a new agreement for SONET service under the Contract ("New Agreement"), the applicable SONET service fees under the Cost Table shall be reduced by 5% during the initial term of such New Agreement.
2. **Renewal Discount.** If a customer renews a 36 or 60-month initial term agreement for an additional term of 36 months or 60 months, such customer shall be entitled to a 10% reduction in the applicable monthly contract rates for the renewal term. Any such renewal shall be set forth in a renewal service order.
3. "Special Construction" charges may apply where Lighttower must extend its existing fiber network in order to provide service to a customer location. In all such cases, these Special Construction charges will be identified and presented to the customer in the initial proposal for the customer's review and acceptance. Special Construction charges can be settled as a one-time payment or the sum can be broken up over 18 months. In the event that customer terminates a service with Special Construction charges prior to the expiration of the initial term, customer will be required to pay all unpaid Special Construction charges, in addition to the stranded investment charges set forth below, within forty-five (45) days of customer's receipt of the applicable invoice.
4. **Stranded Investment.** If the customer cancels the service prior to the completion of the initial term, the customer will be responsible for the following stranded investment charge: 1) 100% of the monthly recurring charges remaining in months one through twelve of the initial term, 75% of the monthly recurring charges remaining in months thirteen through twenty-four of the initial term, and 50% of the monthly recurring charges remaining in months twenty-five through the end of the initial term; and 2) all disconnection or termination charges payable to any third parties incurred by Lighttower on customer's behalf relating to the service, to the extent such charges are not recouped by Lighttower from the payments made by customer under clause (1) above. Such stranded investment charge shall be paid within forty-five (45) days of customer's receipt of the applicable invoice. Customer will not be responsible for stranded investment charges where customer simultaneously orders a replacement service to a location then served by Lighttower's existing network ("Replacement Service") with equal or greater monthly recurring charges for an equal or greater term as the cancelled service, provided that customer (i) pays all applicable charges in connection with provisioning such Replacement Service, and (ii) reimburses Lighttower for any costs related to the cancelled service, including unpaid Special Construction charges and underlying third-party provider termination fees. Any such Replacement Service shall be documented in an amendment mutually agreed upon and executed by Lighttower and Customer.
5. The customer is responsible for providing cable access via conduit or aerial means to the termination point within the customer's premises. The customer must also provide electrical power and UPS protection if desired. The customer is responsible for any cross-connect charge imposed by third parties, such as telecom hotels, for the interconnection of Lighttower service to the customer's location. Lighttower will pass through such cross-connect charge without mark-up to the customer.
6. Lighttower will provide technician labor for post installation move, add, and change work at \$120 per hour with a four hour minimum.
7. **Time Limited Special Pricing Offer-First Three Months MRC Waived -** If any Using Agency(ies) enters into a sixty-month agreement for services on this Cost Table on or before April 1, 2014, Lighttower will waive the applicable MRC for such services for the first three months of the term, provided that if such Using Agency(ies) terminates the agreement prior to the end of the sixty-month term, it will be responsible for an additional three months under the stranded investment note below. Special construction charges, if applicable, will apply.