

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

ExteNet Systems, Inc.

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New Jersey B.P.U. Tariff No. 1

Applicable to dedicated point-to-point local telecommunications services
provided by ExteNet Systems, Inc., between points within the State of
New Jersey

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COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

CHECK SHEET

Sheets of this tariff as listed below are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Sheet	Number of Revision	Sheet	Number of Revision	Sheet	Number of Revision
1	1st*	26	1st*		
2	1st*	27	1st*		
3	1st*	28	1st*		
4	1st*	29	1st*		
5	1st*	30	1st*		
6	1st*	31	1st*		
7	1st*	32	1st*		
8	1st*	33	1st*		
9	1st*	34	1st*		
10	1st*	35	1st*		
11	1st*	36	1st*		
12	1st*	37	1st*		
13	1st*	38	1st*		
14	1st*	39	1st*		
15	1st*	40	1st*		
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22	1st*				
23	1st*				
24	1st*				
25	1st*				

* Included in this filing

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

TARIFF FORMAT

This tariff is divided into the following major sections:

- Section 1: Definitions
- Section 2: General Regulations
- Section 3: Rules
- Section 4: Rate Schedules

- A. Sheet Numbering:** Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would 14.1.
- B. Sheet Revision Numbers:** Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the New Jersey Board of Public Utilities. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the New Jersey Board of Public Utilities follows in its tariff approval process, the most current sheet number on file with the New Jersey Board of Public Utilities is not always the tariff sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence:** There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
 - 2.1.1.1.1
 - 2.1.1.1.1.1
 - 2.1.1.1.1.1.1
- D. Check Sheets:** When a tariff filing is made with the New Jersey Board of Public Utilities, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

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COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

Preliminary Statement

This tariff sets forth all effective rates and rules together with information relating to ExteNet Systems, Inc., (referred to herein as “Company” or “ExteNet”).

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ExteNet has been granted authority by the State of New Jersey to provide local and interexchange telecommunications services within the State of New Jersey. This Tariff is on file with the New Jersey Board of Public Utilities (“Board” or “NJBP”), and copies may be inspected during normal business hours at the Company’s principal place of business.

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COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges
- (D) To signify discontinued material, including listing, rate, rule or condition
- (I) To signify increase
- (L) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition
- (N) To signify new material including listing, rate, rule or condition
- (R) To signify reduction
- (S) To signify reissued regulations
- (T) To signify change in text but not change in rate, rule or condition
- (Z) To signify a correction

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

SERVICE AREA

The Company provides local telecommunications services for communications originating and terminating within the State of New Jersey under the terms of this tariff.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

1 DEFINITIONS

Board or NJBPU: The New Jersey Board of Public Utilities.

Business Hours: The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday, excluding Holidays.

Business Office: The primary location where the business operations of Company are performed and where the Company makes a copy of the Company's tariff available for public inspection. The address of the business is: 1901 S. Meyers Road, Suite 190 Oakbrook Terrace, IL 60181.

Board Common Carrier: An authorized company or entity providing telecommunications services to the public.

Company: The term "Company" means ExteNet Systems, Inc.

Competitive Local Carrier: A Common Carrier authorized to provide services within exchange areas.

Customer: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises: A location designated by the Customer for the purposes of connecting to the Company's services.

Dark Fiber: Unactivated optical fiber deployed without optoelectronics and through which no light is transmitted and no signal is carried.

Dim Fiber: Unactivated optical fiber deployed with optoelectronics on one end owned by the Customer, and on one end owned by the Company, and which may carry signals.

Delinquent or Delinquency: An account for which payment has not been made in full on or before the last day for timely payment.

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COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

1 DEFINITIONS (cont'd.)

Distributed Antenna System (“DAS”): As used by Company, a network of components that input an RF signal from Customer equipment located at a Head End, convert it to an optical signal, transport it on fiber optic facilities to one or more remote locations, and then re-convert it back to an RF signal that is transmitted from an antenna at the remote location. This network is bi-directional, and the same components input an RF signal from an antenna at the remote location, convert it to an optical signal, transport it on fiber optic facilities to a Head End, and then re-convert it back to an RF signal that is handed off to Customer equipment located at a Head End.

Head End: A physical location, building or structure used to house the Company equipment and Customer equipment used to transfer originating and terminating traffic between Company and Customer.

Holiday: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Individual Case Basis (“ICB”): Customer-specific arrangements that may vary from tariff in rates, terms and/or conditions according to Customer-specific requirements and service-specific parameters.

Interruption: The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company. Any Interruption allowance provided within this tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company’s facilities or service, or any other reason covered by this tariff or by applicable law.

Interexchange Carrier: A Common Carrier authorized to provide services between exchange areas.

Lambda: A specific wavelength on a fiber optic system.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

1 DEFINITIONS (cont'd.)

Non-Business Hours: The time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, and all day Saturday, Sunday, and Holidays.

Nonrecurring Charges: Charges to the Customer for services and equipment, assessed by the Company once, usually at the origination or termination of services, and/or installation of equipment.

Permanent Virtual Circuit ("PVC"): A bi-directional transmission path of variable bandwidth that carries RF traffic between a Company Head End and one or more remote Point(s) of Presence, provisioned on a Company-provided DAS.

Point of Presence: A physical location at the remote end (i.e., non-Head End) of a PVC that hosts Company and/or Customer RF/optical conversion, fiber interconnect, and/or multiplexing equipment that is connected to the fiber optic system carrying the PVC.

Recurring Charges: Monthly, quarterly or other periodic charges to the Customer for services and equipment, which continue for the agreed-upon duration of the service.

RF: Radio Frequency.

SONET: Synchronous Optical Network standard for optical telecommunications transport services developed by the American National Standards Institute.

Service: Any service or services, singly or in any combination, offered pursuant to the terms of this tariff.

Telecommunications: The transmission of voice and/or data communications between two points.

Timely Payment: A payment on Customer's account made on or before the due date.

Term Agreement: An agreement between the Company and the Customer for a fixed period of time.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

2 GENERAL REGULATIONS**2.1 LIMITATION OF COMPANY LIABILITY**

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

2.1.2 Service Irregularities

2.1.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.1.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.

2.1.3 Claims of Misuse of Service

2.1.3.1 The Company shall be indemnified and saved harmless by the Customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the Customer with facilities of the Company; and against all other claims arising out of any act or omission of the Customer in connection with the services and facilities provided by the Company.

2.1.3.2 The Company does not require indemnification from the Customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

2 GENERAL REGULATIONS (cont'd.)**2.1 LIMITATION OF COMPANY LIABILITY (cont'd.)****2.1.4 Defacement of Premises**

2.1.4.1 The Company is not liable for any defacement of, or damage to, the Customer's premises resulting from the furnishing of 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 the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.1.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.1.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

2 GENERAL REGULATIONS (cont'd.)

2.2 LIMITATIONS OF SERVICE

2.2.1 Service requested by Customers is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.2.2 Subject to Board approval, the Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.

2.2.4 Subject to Board approval, the Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

2.2.5 The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

2 GENERAL REGULATIONS (cont'd.)

2.3 USE OF SERVICE

- 2.3.1** Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- 2.3.3** 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.
- 2.3.4** Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

2 GENERAL REGULATIONS (cont'd.)**2.4 RESPONSIBILITIES OF THE CUSTOMER**

The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) assuring that users comply with tariff regulations; and 4) payment of charges for calls originated from the Customer's telephone lines.

The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.

The Customer is responsible for maintaining its terminal and interconnection equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

2 GENERAL REGULATIONS (cont'd.)**2.5 SPECIAL ARRANGEMENTS AND CONSTRUCTION**

Special arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this Tariff. Rates and charges for special arrangements or special construction will be offered to the Customer in writing and on a non-discriminatory basis.

Where the Company furnishes a facility or service under a special arrangement or special construction, charges will be based on the costs incurred by the Company and may include: (1) non-recurring charges; (2) monthly recurring charges; (3) termination liabilities; or (4) combinations thereof.

2.5.1 Basis for Cost Computation

Costs for special construction may include one or more of the following items to the extent they are applicable:

2.5.1.1 Cost of installed facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs may include:

- (a) installation of equipment and materials provided or used;
- (b) engineering, labor and supervision during construction;
- (c) transportation of materials; and
- (d) rights of way required for transmission facilities;

2.5.1.2 Cost of maintenance;

2.5.1.3 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;

2.5.1.4 Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

2 GENERAL REGULATIONS (cont'd.)**2.5 SPECIAL ARRANGEMENTS AND CONSTRUCTION (cont'd.)****2.5.1 Basis for Cost Computation (cont'd.)**

- 2.5.1.5 License preparation, processing and related fees;
- 2.5.1.6 Tariff preparation, processing and other related regulatory fees;
- 2.5.1.7 Any other identifiable costs related to the facilities provided; and
- 2.5.1.8 An amount for return and contingencies.

2.5.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer, whether or not the Company has begun providing service.

- 2.5.2.1 The termination liability period is the estimated service life of the facilities provided.
- 2.5.2.2 The amount of the maximum termination liability is equal to the estimated cost for installation and operation of the service during its service life. Costs include those items previously listed in Section 2.5.1 above.
- 2.5.2.3 The applicable termination liability will be calculated based on the following:
 - 2.5.2.3.1 Multiplying the sum of the amounts determined as set forth in Section 2.5.1 above by a factor related to the unexpired period of liability and the discount rate for return and contingencies.
 - 2.5.2.3.2 The amount determined in Section 2.5.1 above shall be adjusted to reflect the predetermined estimate net salvage, if any, including any reuse of the facilities provided.
 - 2.5.2.3.3 The final termination liability is then adjusted to reflect applicable taxes or regulatory fees.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

2 GENERAL REGULATIONS (cont'd.)**2.6 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and 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, and/or night hours, additional charges may apply.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

3 RULES

No. 1 DESCRIPTION OF SERVICE

Service is offered for dedicated point-to-point circuits on a Distributed Antenna System pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules of this tariff. Service is not offered or available for purchase by residential and/or business end users.

Service is available 24 hours per day, seven days per week and is subject to the availability of necessary equipment and facilities and the economic feasibility of providing such necessary equipment and facilities.

Services are offered via the Company's facilities (whether owned, leased, or under contract) where available, and may be provided in combination with resold services provided by other certificated carriers.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

3 RULES (cont'd.)**No. 2 APPLICATION FOR SERVICE**

Applicants must initiate service with the Company pursuant to a completed and signed written service order. Prior to finalizing a written agreement for services, the Company will inform Customer of all rates and charges for the desired services and any other rates or charges that will appear on the Customer's first bill.

In addition, within 10 days of initiating service, the Company will provide a new Customer a written statement of all material terms and conditions affecting what the Customer will pay for services provided by Company.

The Company shall provide applicants who are denied service for failure to establish credit or pay a deposit the reason for the denial in writing within 10 days of the service denial.

2.1 Cancellation of Application for Service

Where the applicant cancels an application for service prior to the receipt of final order confirmation, or prior to the start of special construction, no charge applies.

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply. Such charges will be calculated on a case-by-case basis.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

3 RULES (cont'd.)**No. 3 CONTRACTS**

Contracts will be used in special circumstances for Individual Case Basis (“ICB”) service offerings or Special Construction. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 90 days of the contract’s effective date. Each ICB contract is subject to the Board’s rules and regulations for such contracts.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

3 RULES (cont'd.)**No. 4 ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT**

Company may require Customer or potential Customer to provide information pertaining to its financial ability to pay for service. Company may deny service to Customers who do not provide the requested information or who fail to meet Company's financial criteria, unless the Customer is willing to pay a deposit based upon the rules contained in this tariff. If service was discontinued for non-payment of charges, the Company may request additional information from the Customer, and reserves the right to collect an advance payment and/or deposit prior to re-establishing service.

At the time an application for service is made, an applicant may be required to pay an amount equal to one month's service charges and/or the service connection and/or equipment charges which may be applicable, as well as any nonrecurring charges for any required special construction. The amount of the first month's service is credited to the Customer's account on the first bill rendered.

4.1 Credit Information

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits shall not be required if the Customer:

- (a) Provides credit history acceptable to the Company; or
- (b) Provides a cosigner or guarantor with credit history acceptable to the Company in order to establish credit for service.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

3 RULES (cont'd.)**No. 5 DEPOSITS****5.1 History of Late Payments**

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 guarantee of the payment of rates and charges. The Company reserves the right to review a Customer's credit history at any time as part of the Company's determination of whether a deposit is required. No such deposit will be required of a Customer that has established credit and has no history of late payments to the Company.

5.2 Deposit Amount

A deposit will be no greater than twice the estimated average monthly bill for the class of service requested. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills. In the event a Customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer. If the amount of a deposit is proven to be less than required to meet the requirements specified above, due to non-payment, disconnection or both, the Customer shall be required to pay an additional deposit upon request.

5.3 Return of Deposit

Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service, in accordance with N.J.A.C. 14:3-7.5 (a) and (b). Interest at a rate published by the New Jersey Board of Public Utilities as set forth in N.J.A.C. 14:3-7.5(c) is credited or paid to the Customer annually during the continuance of the deposit. If held until discontinuance of service, such deposit, less any and all amounts then due, is upon such discontinuance returnable to the Customer. However, deposits may not receive interest if the Customer has received at least two notices of discontinuance of service for non-payment of bills in a 12-month period.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

3 RULES (cont'd.)**No. 6 RENDERING AND PAYMENT OF BILLS**

The Customer is responsible for payment of all charges for services and equipment furnished by the Company to the Customer. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent upon presentation of the bill. Any objections to billed charges must be reported to the Company or its billing agent within 3 years after receipt of bill. Adjustments to the Customer's bill shall be made to the extent circumstances exist that reasonably indicate that such changes are appropriate.

6.1 Collection Fees & Expenses

In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owned to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the unpaid charges accruing at a rate of one-and-one half percent (1.5%) per month. Collection fees on unpaid charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company. In any legal dispute between the Customer and the Company, the nonprevailing party may be liable for court costs and attorney fees as determined by the court or the Board.

6.2 Bill Payment

Bills are due and payable on the date of presentation. A late payment charge may be applied if payment is not received by the Company on or before the late payment date that shall be prominently displayed on the Customer's bill. The late payment date will be at least 15 days after the date of presentation on the billing envelope. The Company shall credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

3 RULES (cont'd.)**No. 7 DISCONTINUANCE AND RESTORATION OF SERVICE****7.1 Cancellation of Service**

The Customer may have service discontinued upon written notice to the Company on or before the date of disconnection. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a Term Agreement.

At the expiration of the initial term specified in Customer's Service Order, or any extension thereof, service shall continue month-to-month at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of its obligation to pay charges incurred under the Service Order or this tariff prior to termination.

7.2 The Company may discontinue service to the Customer by providing seven (7) days written notice for:

- (a) Violations of any regulation governing the service under this tariff.
- (b) A violation of any law, rule, or regulation of any government authority having jurisdiction over the service.
- (c) Non-payment of bills for telephone service.
- (d) Neglect or refusal to provide the Company reasonable access for the purpose of inspection and maintenance of equipment owned by the Company.
- (e) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

7.3 Fraudulent Use

The Company may discontinue service to the Customer without notice in the event of Customer's unauthorized or fraudulent use of the service, or for providing false credit information.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

3 RULES (cont'd.)**No. 7 DISCONTINUANCE AND RESTORATION OF SERVICE (cont'd.)****7.4 Re-establishment of Credit Worthiness**

Service may be restored after discontinuance for nonpayment if the Customer establishes credit worthiness. Customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due to the Company and may be required to pay reconnect charges.

7.5 Fraud

The Company reserves the right to refuse to re-establish service to Customer for whom service was disconnected due to reasons of fraud, tampering with equipment, violations of rules and regulations, or similar reasons.

7.6 Termination Liability

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:

- (a) One hundred percent (100%) of the unpaid monthly recurring charges applicable to the remaining portion of the term; or
- (b) The difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service.

7.7 Non-Payment

Service may be discontinued for nonpayment of bills if the bill has not been paid by the due date shown on the bill.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

3 RULES (cont'd.)

No. 8 INFORMATION TO BE PROVIDED THE PUBLIC

The Company's tariffs are available for inspection and information regarding the Company's service is available upon request and open to public inspection by inquiring in person or writing to:

ExteNet Systems, Inc.
1901 S. Meyers Road, Suite 190
Oakbrook Terrace, IL 60181

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All optional rate plans will be filed with and approved by the Board prior to the actual offering. Customers may call 630-932-2900 to order or change a service.

No. 9 TEMPORARY SERVICE

From time to time, the Company may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than 30 days. Customer use of such temporary service will be subject to the rates and regulations provided in this tariff.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

3 RULES (cont'd.)**No. 10 CONTINUITY OF SERVICE****10.1 Allowances For Interruptions In Service**

Interruptions in service that are not due to the negligence of or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff.

10.1.1 Credit for Interruptions

a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

c. A credit allowance will be given, upon request of the Customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:

1. if interruption continues for less than 24 hours:

i. 1/30th of the monthly rate if it is the first interruption in the same billing period;

ii. 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period;

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

3 RULES (cont'd.)

No. 10 CONTINUITY OF SERVICE (cont'd.)

2. If interruption continues for more than 24 hours:
 - i. If caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption;
 - ii. For other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions.

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

d. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

3 RULES (cont'd.)**No. 10 CONTINUITY OF SERVICE (cont'd.)****e. "Interruption" Defined**

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff or an ICB agreement, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

10.1.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a. Interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the Customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- b. Interruptions due to the failure or malfunction of non-Company equipment, including service connected to Customer provided electric power;

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

3 RULES (cont'd.)

No. 10 CONTINUITY OF SERVICE (cont'd.)

c. Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

d. Interruptions of service 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;
or

e. Interruptions of service due to circumstances or causes beyond the control of the Company.

10.2 Emergencies

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Board's Rules and Regulations, which specifies the priority system for such activities.

10.3 Prorated Bills

Any prorated bill shall use a 30-day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

3 RULES (cont'd.)**No. 11 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES****11.1 Provisioning Services**

Service furnished by the Company may be interconnected with services or facilities of other Common Carriers and with private systems, subject to the technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other Common Carriers.

11.2 Interconnection

Interconnection with the facilities or services of other Common Carriers shall be under the applicable terms and conditions of the other Common Carrier's tariffs. Customer is responsible for taking all necessary legal steps for interconnecting its Customer—provided terminal equipment or communications systems with the Company's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.

11.3 Customer Equipment

Company's facilities and service may be used with or terminated in Customer-provided connections, terminal equipment and/or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

3 RULES (cont'd.)

No. 12 DEMARCATION POINT

12.1 Network Demarcation Point

The Company will provide facilities, equipment, and services to its network demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the network demarcation point, including those located at that point.

The Customer is responsible for the completion of services beyond the Company's network demarcation point. Customer requested services beyond the network demarcation point may be provided by the Company at the Customer's expense.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

4 RATE SCHEDULES**4.1 SCHEDULE 1: DEDICATED POINT-TO-POINT PERMANENT VIRTUAL CIRCUIT ("PVC") TRANSPORT SERVICE****4.1.1 Service Description**

Dedicated Point-To-Point PVC Transport Service is available on the Company's Distributed Antenna Systems. Dedicated Point-To-Point PVC Transport Service begins at a Company Head End. Customers are responsible for providing or obtaining circuits to connect from their networks to the Company Head End. The Head End contains Customers' circuit terminating equipment, Base Transceiver Station and related peripheral equipment, as well as Company's and/or Customer's RF/Optical conversion equipment. The RF/Optical conversion equipment converts Customers' RF signals into optical signals, and places those signals into a PVC that traverses Company DAS network facilities between the Head End and one or more Points of Presence ("POPs").

4.1.2 Monthly Recurring Rate Elements

The following monthly recurring rate elements apply to Dedicated Point-To-Point PVC Transport Service:

4.1.2.1 Signal Conversion Rate

Signal Conversion Rates apply where Company owns the RF/optical conversion equipment. Signal Conversion Rates are not applicable when the Customer owns the RF/optical conversion equipment.

4.1.2.1.1 Local Signal Conversion Rate

A Local Signal Conversion Rates applies when the RF/optical conversion equipment located at the Head End is owned and operated by Company.

4.1.2.1.2 Remote Signal Conversion Rates

Remote Signal Conversion Rates apply when the RF/optical conversion equipment located at the POPs distributed throughout a Company network is owned and operated by Company.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

4. RATE SCHEDULES (cont'd.)**4.1.2.2 Committed Information Rate**

The Committed Information Rate (“CIR”) of a PVC is the amount of bandwidth selected by Customer to carry the RF traffic that is optically converted and transported over the Company DAS network, stated in MegaHertz (“MHZ”) and made available in Tiers (increments) of 5 MHZ to 60 MHZ per PVC.

4.1.2.3 Permanent Virtual Circuit (“PVC”) Rate Elements

PVC Rate Elements relate to both the physical layer and the bandwidth required to create a PVC to transport Customer’s CIR from the Head End to one or more POPs on the Company DAS network. The rate elements that will apply depend on the type of optical conversion and multiplexing methodology used to aggregate one or more Customer CIR Tiers over a PVC to one or more POPs.

4.1.2.3.1 Dedicated Strand Charge

The Dedicated Strand Charge applies to PVCs utilizing one or more dim or dark fibers between the Head End and the POP(s).

4.1.2.3.2 Wave Division Multiplexed (“WDM”) Charge

The WDM Charge applies to PVCs utilizing one or more lambdas engineered with WDM technology and equipment on a fiber between the Head End and the POP(s). The WDM charge applies to all current and future variations of WDM, including but not limited to Coarse Wave and Dense Wave Division Multiplexing in both analog and digital transport topologies.

4.1.2.3.3 SONET Ring Charge

The SONET Ring Charge applies to a PVC deployed on a SONET ring network configuration, using Dedicated Strand(s) or WDM, engineered in a point to multi-point configuration. SONET Ring PVCs may be provisioned using customary add/drop, physical interconnect or WDM technology for both originating and terminating traffic, from a head end to one or more POPs connected to the SONET Ring.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

4. RATE SCHEDULES (cont'd.)

4.1.2.3.4 Add/Drop Charges

Add/Drop charges apply to each POP requested by Customer on a SONET Ring or point to multi-point PVC.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

4. RATE SCHEDULES (cont'd.)**4.1.3 Non-Recurring Rate Elements**

The following non-recurring rate elements may apply to Dedicated Point-To-Point PVC Transport Service:

4.1.3.1 Lateral Construction Charge

A Lateral Construction Charge applies where POPs requested by Customer are to be integrated into a Company network and the cost of construction of the lateral and/or building riser facilities cannot reasonably be recovered by Company over the expected duration of service to Customer.

4.1.3.2 Lateral Connection Charge

A Lateral Connection Charge applies where POPs requested by Customer are to be integrated into a Company network and the cost of (i) interconnecting to circuits or facilities not owned by Company, and/or (ii) non-standard interconnection requested by Customer, cannot reasonably be recovered by Company over the expected duration of service to Customer.

4.1.3.3 Network Connection Charge

A Network Connection Charge applies where Company provides certain specified network integration and connection services to integrate and optimize the physical and virtual connections between Company and Customer equipment.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

4. RATE SCHEDULES (cont'd.)

4.1.4 Rates

	PVC RATE ELEMENT	MONTHLY RECURRING CHARGE	CHARGING BASIS
1.1	SIGNAL CONVERSION RATES		
1.1.1	Local Signal Conversion Rate)	\$500.00	Per Month Per POP
1.1.2	Remote Signal Conversion Rate	\$2,000.00	Per Month Per POP
1.2	COMMITTED INFORMATION RATES		
1.2.1	Tier 1: 5 MHZ	\$2,000.00	Per Month Per POP
1.2.2	Tier 2: 10 MHZ	\$2,275.00	Per Month Per POP
1.2.3	Tier 3: 15 MHZ	\$2,425.00	Per Month Per POP
1.2.4	Tier 4: 20 MHZ	\$2,575.00	Per Month Per POP
1.2.5	Tier 5: 25 MHZ	\$2,725.00	Per Month Per POP
1.2.6	Tier 6: 30 MHZ	\$2,875.00	Per Month Per POP
1.2.7	Tier 7: 35 MHZ	\$3,025.00	Per Month Per POP
1.2.8	Tier 8: 40 MHZ	\$3,175.00	Per Month Per POP
1.2.9	Tier 9: 45 MHZ	\$3,325.00	Per Month Per POP
1.2.10	Tier 10: 50 MHZ	\$3,475.00	Per Month Per POP
1.2.11	Tier 11: 55 MHZ	\$3,625.00	Per Month Per POP
1.2.12	Tier 12: 60 MHZ	\$3,775.00	Per Month Per POP
1.3	PERMANENT VIRTUAL CIRCUIT ELEMENTS		
1.3.1	Dedicated Fiber Strand	\$5,200.00	Per Month Per Strand
1.3.2	WDM	\$3,900.00	Per Month Per POP
1.3.5	SONET Ring	\$2,080.00	Per Month Per Ring
1.3.6	Add / Drop	\$625.00	Per Month Per Drop
2	NON-RECURRING ELEMENTS	NON-RECURRING CHARGES	
2.1	Lateral Construction Charge	\$200,000.00	Per POP
2.2	Lateral Connection Charge	\$30,000.00	Per POP
2.3	Network Connection Charge	\$100,000.00	Per Network

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

4. RATE SCHEDULES (cont'd.)**4.2 SCHEDULE 2: COLLOCATION****4.2.1 Service Description**

Collocation service allows a Customer to place Customer's telecommunications equipment on certain of the Company's premises and within space allocated at the Company's Head Ends, in designated locations at such premises. Collocation shall be subject to the availability of appropriately sized and located space at such locations. The prices, terms and conditions of collocation shall be negotiated between the Company and Customer on a site-specific basis. The Company shall provide space that is appropriately conditioned for Customer's equipment.

4.2.2 Non-Recurring and Monthly Recurring Rates

ICB

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

4. RATE SCHEDULES (cont'd.)**4.3 SCHEDULE 3: SPECIAL CONSTRUCTION****4.3.1 Service Description**

Special construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance, Special Construction is undertaken:

- (a) where facilities are not presently available,
- (b) where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;
- (c) where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) where the service is in a quantity greater than that which the Company would normally provide;
- (e) where service is requested on an expedited basis;
- (f) where service is requested on a temporary basis until permanent facilities are available;
- (g) where the service requested involves abnormal costs; or
- (h) where service is requested in advance of the Company's normal construction schedule.

4.3.2 Non-Recurring and Monthly Recurring Rates

ICB

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE

4. RATE SCHEDULES (cont'd.)**4.4 SCHEDULE 4: TIME AND MATERIALS SERVICE****4.4.1 Service Description**

This service provides for the Time and Materials charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non-routine.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer time, materials and charges listed in Section 2 for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges as listed in Section 2 for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Materials Charges listed below shall apply.

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Materials Charges listed in Section 2 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, and/or night hours, additional charges may apply.

4.4.2 Non-Recurring and Monthly Recurring Rates

ICB