

CROSS RIVER FIBER LLC
P.S.C. No. 1 TELECOMMUNICATIONS
Effective Date: 10/29/2015

Leaf: 18
Revision: 0
Superseding revision: -

- D. Rates, Terms and Conditions for custom network engineering designs and new construction shall be provided pursuant to an ICB as set forth in a Service Order.
- E. The Lease Term shall be as set forth in the applicable Service Order.
- F. The maximum rate for service calls (excluding installation) shall be per ICB plus an additional charge established by ICB per technician, per hour.

5.0 Time and Materials Service

5.1 General

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

The Company shall have no responsibility for maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer time and materials plus charges described in Section 5.2 for any maintenance visits with respect to service problems that are determined to arise from equipment or facilities not provided by the Company.

When a Customer submits a trouble report 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 5.2 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 herein shall apply.