

BUSINESS AUTOMATION TECHNOLOGIES, INC.
d/b/a DATA NETWORK SOLUTIONS
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL END-USER
COMMUNICATIONS SERVICES WITHIN
THE STATE OF NEW JERSEY

ISSUED: 13 April 2009

EFFECTIVE: April 20, 2006

Issued By: Isaac Fajerman, President
Business Automation Technologies, Inc.
d/b/a Data Network Solutions
162 E. Newman Spring Road
Red Bank, NJ 07701

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN
THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- M To signify a move in the location of text.
- N To signify new rate or regulation.
- R To signify reduced rate.
- S To signify reissued matter.
- T To signify a change in text but no change in rate or regulation.
- DNS Company Name Abbreviation for Business Automation Technologies, Inc. dba Data Network Solutions a New Jersey Corporation

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by DNS, to customers within the State of New Jersey. The Company will offer service under one of the following names: Business Automation Technologies, Inc., , Data Network Solutions, (also referred to as DNS). All names are service marks of the Company. Certain terms used generally throughout this tariff are defined below.

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Access Line: A transmission path that connects a subscriber location to the carrier's terminal location or switching center.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of a payment required before the start of service.

Authorization Code: A numerical code, one or more of which is assigned to a subscriber to enable DNS Communications to identify use of service on his account and to bill the subscriber accordingly for such service. Multiple authorization codes may be assigned to a subscriber to identify individual users or groups of users on his account.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bandwidth: The total frequency band, in hertz, allocated for a channel.

Bit: The smallest unit of information in the binary system of notation.

Call Back/Camp: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding:

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

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Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company, Carrier,: Business Automation technologies, Inc. dba Data Network Solutions or also referred to as DNS, the issuer of this tariff.

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated Access Lines ("DAL"): A group of leased lines, which interconnect a switching system to a dedicated subscriber.

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer

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jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's Point of Presence (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Digital Signal Level 1 ("DS-1"): A 1.544 Mbit/s signal (T1 carrier).

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Do Not Disturb permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service, which provides for simultaneous transmission in both directions.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Interconnection: The connection of telephone equipment to the network; also, the connection of one carrier with another, i.e., the interface between carriers.

Interexchange Service: Any of the Company's service offerings which provide switched communications between Local

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Exchange Carrier defined exchange service areas. Interexchange Services include, but are not limited to MTS, Toll Free Service and Other Service Arrangements.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by DNS and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No.4.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

On-Net: A customer location or building that is served by the Company's fiber optic network, whether the fiber is owned _N or leased by the Company.

Other Carrier: A person, firm, corporation, or entity regulated by the ICC or the FCC which subscribes to carriers' communications services and facilities and resells these communications services and facilities to the public for a profit. Unless otherwise indicated herein, the term "other carrier" when used in this tariff includes entities which are brokers of the service (act as intermediaries for the purpose of reselling), those entities which are processors of the service (enhance the value of the service through substantial incurred costs) and those entities which are underlying carriers or providers of facilities.

Point of Presence ("POP"): Point at which responsibility for handling traffic changes over from the local telephone operating company to the interexchange carrier.

Premises: The space designated by a Subscriber as its place or places of business for termination of service (whether for its own communications needs or for its resale subscribers).

Primary InterLATA Carrier ("PIC") - Long distance carrier designated by a telephone subscriber to provide him with interLATA service without having to dial a special access code.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon

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duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised 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 this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Shared Inbound Calls: Refers to calls that are terminated via the Customer's LEC-provided local exchange access line.

Shared Outbound Calls: Refers to calls in Feature Group D exchanges whereby the Customer's local telephone lines are pre-subscribed by the local exchange company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's network. Calls to stations within the Customer's LATA may be placed by dialing "10 + XXX or 101XXXX + the 10-digit number".

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed-calling list is customer-changeable.

Station: Allows a station line user to add, change or delete telephone numbers from a speed-calling list. The list is dedicated to the individual station line user.

Subscriber-Provided Equipment - Terminal equipment, as defined herein, provided by a subscriber.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Terminal Equipment - Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets, or microprocessors.

T1 - The basic 24-channel 1.544 Mb/s pulse code modulation system as used in the United States.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person authorized by Customer to use service provided under this tariff.

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SECTION 2: REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of New Jersey.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

- A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one-month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) Except as otherwise stated in this Tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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- D) In any action between the parties to enforce any provision of this tariff, the Company shall be entitled to recover its legal fees and court costs from the customer, in the event the Company prevails in the action.

2.1 Undertaking of the Company (cont'd.)

2.1.3 Terms and Conditions (cont'd.)

- E) Service may be terminated upon written notice to the Customer if:

- 1) the Customer is using the service in violation of this tariff; or
- 2) the Customer is using the service in violation of the law.

- F) New Jersey Bell Telephone Company or any Other Telephone Company of New Jersey must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

- G) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its' customers. At the reasonable request of either party, the Company and the Other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

2.1 Undertaking of the Company (cont'd.)

2.1.4 Liability of the Company

- A) Except as otherwise stated in this Tariff, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.7. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company.
- B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local

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governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

- C) The Company shall not be liable for:
- 1) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or
 - 2) the acts or omissions of common carriers or warehousemen.
- D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.
- E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4(E) as a condition precedent to such installations.
- F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G) The Company shall be indemnified, defended and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, invasion of privacy or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.
- H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than 18 months after the event that gave rise to the liability occurred.
- I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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2.1 Undertaking of the Company (cont'd.)

2.1.4 Liability of the Company (cont'd.)

- J) The Company shall indemnify, defend, and hold harmless the Customer from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for any injury to persons or property, and any interruption of, interference to, or other defect in any service provided by the Company to any third party, if such injury, interruption, interference, or other defect was not caused by any negligent or intentional act or omission of the Customer or any of its officers, employees, agents, invitees, or contractors.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1 Undertaking of the Company (cont'd.)

2.1.6 Provision of Equipment and Facilities

- A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff.
- B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's

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agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

- F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- 1) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment; or
 - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

2.1.7 Non-routine Installation

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, charges based on cost of the actual labor, material, or 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.

2.1.8 Special Construction Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer.

Special construction is that construction undertaken:

- A) Where facilities are presently not available, and there is no other requirement for the facilities so constructed; B) Of a type other than that which the Company would normally utilize in the furnishing of its services; C) Over a route other than that which the Company would normally utilize in the furnishing of its services; D) In a

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quantity greater than that which the Company would normally construct;

2.1.8 Special Construction (cont'd.)

- E) On an expedited basis;
- F) On a temporary basis until permanent facilities are available;
- G) Involving abnormal costs; or
- H) In advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. Equipment furnished by the Company on the premises of a subscriber is the property of the Company.

2.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. The Customer is responsible for obtaining all required governmental approvals, authorizations, licenses, consents and permits. Where applicable the Company may request proof of the customers compliance and if found non-compliant may discontinue services within a reasonable notice and customer shall be responsible for all fines and damages assessed to the Company and end users.
- B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant state and federal laws, FCC rules and regulations and New Jersey Board of Public Utilities regulations, policies, orders, and decisions. Where applicable the Company may request proof of the customers compliance and if found non-compliant may discontinue services within a reasonable notice and customer shall be responsible for all fines and damages assessed to the Company and end users.
- C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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- D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to this tariff;
- B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing,

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inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

- G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

2.3 Obligations of the Customer (cont'd.)

- H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

2.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- D) Neither subscriber's landlord nor landlord's officers, agents or employees, the building management or any party in interest to the lease under which subscriber occupies space in the building shall have any liability to subscriber arising from the provision or operation of the services and service-related equipment referred to herein, or the interruption or failure thereof from any cause whatsoever.

2.4 Customer Equipment and Channels

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2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that 2.4 Customer Equipment and Channels (cont'd.)

its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

- A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- C) Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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2.4 Customer Equipment and Channels (cont'd.)

2.4.4 Inspections

- A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take action, such as it deems necessary, to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to one month's recurring charges and any non-recurring charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit. Advance payments are, in all cases, subject to adjustment to conform to any increase or decrease in nonrecurring charges at the time of the establishment of service or to any increase or decrease in the schedule of rates or charges in force and effect during the period to which the advance payment applies.

2.5.2 Deposits

- A) Deposits will be required and handled in accordance with N.J.A.C. 14:3-3.4 through 14:3-3.5. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - 1) two month's charges for a service or facility which has a minimum payment period of one month; or

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- 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

2.5 Customer Deposits and Advance Payments (cont'd)

- B) A deposit may be required in addition to an advance payment.
- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded to the customer. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D) Deposits held will accrue interest at a rate specified by the New Jersey Board of Public Utilities without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

SECTION 2: REGULATIONS

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all state tax, federal excise tax, and any federally mandated surcharges, such as; the federal Universal Service Fund Charge, FCC Subscriber Line Charge, and Local Number Portability Charge. All such taxes and surcharges shall be separately designated on the Company's invoices.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B) The Company shall present invoices for monthly Recurring Charges as well as usage charges to the Customer for the preceding billing period.

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C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.

D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:

2.6.2 Billing and Collection of Charges (cont'd.)

- 1) a rate of 1.5 percent per month; or
- 2) the highest interest rate which may be applied under state law for commercial transactions in accordance with N.J.A.C. 14:3-7.1(e).

F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.

H) If service is disconnected by the Company in accordance with Section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

2.6.3 Discontinuance of Service for Cause

Discontinuance of Service is in accordance with N.J.A.C. 14:3-3A.1 through 14:3-3A.9. The Company shall, upon reasonable notice, when it can be reasonably given, have the right to suspend or curtail or discontinue service for the following reasons:

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- A) For the purpose of making permanent or temporary repairs, changes or improvements in any part of its system.
- B) For compliance in good faith with any governmental order or directive notwithstanding such order or directive subsequently may be held to be invalid.
- C) For any of the following acts or omissions on part of the customer:
- 1) nonpayment of a valid bill due for service furnished at a present or previous location. The customer(s) or record whose name(s) appear on the bill shall be held responsible for utility service rendered.. however, nonpayment for business service shall not be a reason for discontinuance of residential service, except in cases of diversion of service pursuant to N.J.A.C. 14:3-7.16, and service shall not be discontinued for nonpayment of repair charges, merchandise charges, installation of conservation measures and other non-tariff contracted service charges between the customer and the company, nor shall notice threatening such discontinuance be given;
 - 2) tampering with any facility of the Company;
 - 3) Fraudulent representation in relation to the use of service;
 - 4) Customer moving from the premises, unless the customer requests that service be continued;
 - 5) Providing a Company's service to others without approval of the Company;
 - 6) Failure to make or increase an advance payment or deposit as provided for in these rules or the Company's tariff;
 - 7) Connecting and operating in such manner as to produce disturbing effects on the service of the Company or other customers;
 - 8) Failure of the customer to comply with any reasonable standard terms and conditions contained in the Company's tariff;
 - 9) Refusal to contract for service where such contract is required;
 - 10) Where the condition of the customer's installation presents a hazard to life or property;
 - 11) Failure of customer to repair any faulty facility of the customer
- D) For refusal of reasonable access to customer's premises for necessary purposed in connection with rendering of service, including meter installation, reading or testing, or the maintenance or removal of the Company's property.
- E) Notice of Discontinuance
- 1) The Customer shall be given a period of at least fifteen (15) days for payment after the postmark date indicated on the envelope in which the bill was transmitted. In the absence of a postmark, the burden of proving the date of mailing shall be upon the Company. When a customer mails any payment for the net amount of a bill for service, and such payment is received at the Company's office not more than two full business days after the due date printed on the bill, the customer shall be deemed to have made timely payment. A public utility may discontinue service for nonpayment of bills provided it gives the customer, at least ten (10) days' written notice of it's intention to discontinue.
 - 1) A new notice shall be served by the company each time it intends to discontinue service for nonpayment of a bill except that no additional notice shall be required when, in response to a notice of discontinuance, payment by check is subsequently dishonored. However, in the case of fraud, illegal use, or when it is clearly indicated that the

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customer is preparing to leave, immediate payment of accounts may be required.

- (a) Telephone public utilities shall annually notify all residential customers that, upon request, notice of discontinuance of service will be sent to a designated third party as well as to the customer.
- (b) Telephone public utilities shall make good faith efforts to determine which of their residential customers are over 65 years of age, and shall make good faith efforts to notify such customers of discontinuance of service by telephone in addition to notice by regular mail. This effort may consist of an appropriate inquiry set forth on the notice informing customers that they may designate a third party to receive notice of discontinuance. This provision shall not apply to utilities which make good faith efforts to contact all residential customers by telephone prior to discontinuance and file with the Board a statement setting forth such procedure.

2) When a customer is a public utility under the Board's jurisdiction, the serving utility shall concurrently serve a copy of the notice of discontinuance on the Board.

F) The Customer is responsible for providing adequate access lines to enable the Company to terminate all Toll Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's Toll Free Service, with 30 days written notice.

2.6.4 Notice to Company for Cancellation of Service Customers desiring to terminate service shall provide the Company proper notice of desire to terminate service in accordance with N.J. Administrative code 14:3-3.6, 4(b), et seq., which states as follows: A customer wishing to discontinue service must give notice to that effect. Within 48 hours of said notice, the Company shall discontinue service or obtain a meter reading for the purpose of calculating a final bill. Where notice is not received by the Company, the customer shall be liable for service until the final reading of the meter is taken. Notice to discontinue service will not relieve a customer from any minimum or guaranteed payment under any contract of rate.

Notice should be sent to:
Business Automation Technologies, Inc.
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Attn: Customer Care
800-649-6741

2.6.5 Cancellation of Application for Service

A) When the Customer cancels an application for service prior to the start of service or prior to any special

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construction, no charges will be imposed except for those specified below.

2.6 Payment Arrangements (cont'd.)

- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at a rate determined by the New Jersey Board of Public Utilities).
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.7 Backbilling Procedure

- A) The Company will not include on subscriber's bill any previously unbilled charge for service furnished prior to twenty-four months immediately preceding the date of the bill, except as specified below. C
- B) Subscriber's bill may include charges for service furnished up to five months prior to the date of the bill for:
 - 1) collect calls
 - 2) credit card calls
 - 3) third party calls
 - 4) "error file" calls (calls which cannot be billed due to the unavailability of complete billing information to the Company.)

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- C) Subscriber's bill may include charges for service furnished up to one and a half (1 1/2) years prior to the date of the bill in circumstances involving toll fraud.

2.6.8 Establishment and Re-establishment of Credit

The Company reserves the right to examine the credit record of all applicants and subscribers. A subscriber whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due to the Company and to re-establish credit.

2.7 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance 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 in 2.7.1 for the part of the service that the interruption affects.

2.7.1 Credit for Interruptions

- A) Credit for Interruptions shall be in accordance with N.J.A.C. 14:3-3.9. DNS will grant a one (1) day credit for fixed charges for service allowance for any service interruption due to failure in DNS's facility. DNS will waive (1) month's fixed charges for any service interruption lasting more than five (5) hours in a billing month due to failure in DNS's facility. Credits will be payable only if the Customer has called in a trouble report within 3 days of the occurrence.
- B) A service interruption will be deemed to have occurred only if service becomes unusable to Customer as a result of failure of DNS' facility, equipment or personnel used to provide the service in question, and only where the interruption is not the result of: (i) the negligence or acts of Customer or its agents; (ii) the failure or malfunction of non-DNS equipment or systems; (iii) circumstances or causes beyond the control of DNS; or (iv) a service interruption caused by service maintenance, alteration or implementation. Such credits will be granted only if: (a) Customer affords DNS full and free access to Customer's premises to make appropriate repairs, maintenance, testing, etc.; and (b) Customer does not continue to use the service on an impaired basis.
- C) The foregoing states Customer's sole remedy for service interruption under the Agreement and in no event shall DNS be liable for any direct, indirect, incidental, consequential, punitive or special damages to Customer as result of any DNS service, equipment, facilities, person or system provided or utilized under this Agreement.

2.7.2 Limitations on Allowances

No credit allowance will be made for any interruption in service:

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- A) Due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B) Due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C) Due to the failure or malfunction of non-Company equipment;
- D) 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;
- E) During a period in which the Customer continues to use the service on an impaired basis;
- F) 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; and
- G) Due to circumstances or causes beyond the control of Company; and
- H) That occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12 month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

Upon cancellation or termination of service hereunder, Customer will make service available for removal, which will be accomplished by the Company in a careful and reasonably expeditious fashion. If Customer does not make the service or equipment available for removal by the Company, then in addition to all other remedies at law or equity available to the Company, all obligations of Customer will remain in force and effect until removal is accomplished. Customer will continue to pay charges for services during such period.

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2.8 Cancellation of Service/Termination Liability (cont'd.)

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

A) All unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus; B) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus; C) All Recurring Charges specified in the applicable Service Order for the balance of the then current term determined by the New Jersey Board of Public Utilities. D) Minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation

2.9 Customer Liability for Unauthorized Use of the Network

2.9.1 Unauthorized Use of the Network

Unauthorized use of the Network occurs when a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this tariff.

2.9.2 Liability for Calling Card Fraud

- A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.
- B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.
- C) The Customer must give the Company written notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, theft or other reasons.
- D) The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff. This responsibility is not changed due to any

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use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

- E) The Customer is liable for all charges incurred as a result of unauthorized use of the Network, including 2.9

Customer Liability for Unauthorized Use of the Network (cont'd.)

incidental and consequential damages. In addition, the Customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

2.9.3 Liability for Credit Card Fraud and Other Unauthorized Use

- A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- B) The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- C) The Customer must give the Company written notice that an unauthorized use of the credit card has occurred.

2.10 Use of Customer's Service by Others

2.10.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or New Jersey Board of Public Utilities regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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2.11 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- A) to any subsidiary, parent company or affiliate of the Company; or
- B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- C) pursuant to any financing, merger or reorganization of the Company.

2.12 Notices and Communications

- A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. The bill will also contain for purposes of customer's questions regarding the customer's bill, a customer service number which is 1-888-362-2522.
- C) All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.13 Operator Services Rules

- A) Operator Services will be offered in accordance with N.J.A.C. 14:10-6.1, et. seq., as are currently provided or may be amended in the future.

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Section 3 APPLICATION OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A) Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E) All times refer to local time.

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated Toll Free Service or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.
- B) The airline distance between any two rate centers is determined as follows:
 - 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above-referenced Bellcore document.

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- 2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- 3) Square each difference obtained in step (2) above.

3.3 Rates Based Upon Distance (cont'd)

- 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
- 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

$$\sqrt{(V1 - V2)^2 + (H1 - H2)^2}$$

- 7) FORMULA =

3.4 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 12 of this Tariff.

Business
\$ 25.00 per DID or Telephone # or equivalent POTS line

Residence
\$ 25.00

3.5 MOVES, ADDS AND CHANGES

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

- Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.
- Add: The addition of a vertical service to existing equipment and/or service at one location.
- Change: Change - including rearrangement or reclassification - of existing service at the same location.

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3.5 MOVES, ADDS AND CHANGES (cont'd)

| | | | |
|-----------------------|-------------|------------|---------------|
| Residence Charge per: | <u>Move</u> | <u>Add</u> | <u>Change</u> |
| | \$ 50.00 | \$ 50.00 | \$ 50.00 |
| Business Charge per: | <u>Move</u> | <u>Add</u> | <u>Change</u> |
| | \$ 200.00 | \$ 200.00 | \$ 100.00 |

3.6 CHARGES ASSOCIATED WITH PREMISES VISIT

3.6.1 Terms and Conditions

The customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Residence and Business charges may differ. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

- ☞ 2 to 6 pair inside wire
- ☞ Faceplates
- ☞ RJ11C, RJ14C, RJ11W and RJ14W type station jacks
- ☞ Staples, screws, nail, tape, connectors, etc.

3.6.2 Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

Per Premises Visit, Residence: \$125.00/hr first hour & \$50 each additional 30 minutes

Per Premises Visit, Business: \$125.00/hr first hour & \$50 each additional 30 minutes

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3.7 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

PIC Change Charge: \$ 2.50

SECTION 4: SERVICE AREAS

4.1. Service Territory

Business Automation Technologies, Inc. d/b/a Data Network Solutions will provide service in areas located in the State of New Jersey serviced by Verizon or other facilities based carriers the company contracts with- New Jersey, whose services it will resell.

4.2 Availability

Service is available where facilities permit.

SECTION 5: EXCHANGE ACCESS SERVICE

5.1 General

Exchange Access Service provides a Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- A) receive calls from other stations on the public switched telecommunications network;
- B) access other services offered by the Company as set forth in this tariff;
- C) access certain interstate and international calling services provided by the Company;
- D) access (at no additional charge) the Company's operators and business office for service related assistance;
- E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and

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F) access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company.

F) Exchange Access Service can be used to originate calls to other telephone companies' caller-paid

5.1 General (cont'd.)

information services (e.g. NPA 900, NXX 970, 540, etc.). Calls to numbers "NXX 976" will not be blocked unless otherwise specified by the Customer at the time service is ordered. The Customer assumes full responsibility for any payment if they originate calls to caller-paid or pay per call information services.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises. Monthly access rates for network access lines are determined by class of service.

The following Exchange Access Services are offered: Basic Line Service (both Residential and Business) Basic Trunk Service DID Trunk Service Digital Trunk Service

5.2 End User Common Line (EUCL) Charge End User Common Line Charges as filed for the State of New Jersey pursuant to allowable charges set forth by the FCC will be applicable to all end users.

5.3 Basic Line Service

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line is provided with the following standard features that can be deleted at the Customer's option:

Touch Tone Call Waiting Call Forwarding Three-Way Conference Calling

Non-recurring and Recurring charges per Basic Line apply as follows:

Non-Recurring Charge _____ Recurring Charge (Flat Rate)

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\$77.75

\$15.66

5.4 Reserved For Future Use

5.5 Basic Trunk Service

Basic Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic Trunk is provided with touch-tone signaling and may be configured into a hunt group with other Company-provided Basic Trunks.

For trunks equipped with Direct Inward Dial (DID) capability and DID number blocks, see Sections

5.6 & 5.7.

Non-recurring and Recurring charges per Basic Trunk apply as follows:

| <u>Non-Recurring Charge</u> | <u>Recurring Charge</u> |
|-----------------------------|-------------------------|
| \$77.75 | \$26.53 |

Customers of Basic Line Service may select optional feature Caller Name and Number Delivery for an additional monthly charge. Prior to sending the originating telephone number to a Customer's display unit, the Company will associate that number with an electronic white pages listing, thereby transmitting both the originating number and the associated directory listing.

All Access Areas Monthly Recurring Charge for Calling Name and Number Delivery \$6.00 per line

5.6 DID Trunk Service

DID Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID number blocks apply in addition to the DID Trunk charges listed below.

Non-recurring and Recurring charges per DID Trunk apply as follows:

| <u>Non-Recurring Charge</u> | <u>Recurring Charge</u> |
|-----------------------------|-------------------------|
| \$400.00 | \$20.00 |

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5.7 Digital Trunk Service

Digital Trunk Service provides a Customer with a digital connection operating at 1.544 Mbps which is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Digital Trunks are provided for connection of compatible Customer-

5.7 Digital Trunk Service (cont'd)

provided private branch exchanges (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks. The terminal interface for each Digital Trunk Service is a DSX-1 panel.

Individual channels carried over a Digital Trunk may be equipped with Direct Inward Dial (DID) capability. Additional charges for DID number blocks are set forth in Section 6.2. A different installation charge will apply for the channeled DID option. Monthly recurring rates per Digital Trunk per point, apply as follows:

Digital T1

| <u>T1 Equivalent</u> | <u>1 year</u> | <u>2 year</u> | <u>3 year</u> |
|----------------------|---------------|---------------|---------------|
| 1 – 3 | \$550 | \$523 | \$495 |
| 4 – 6 | 495 | 470 | 446 |
| 7 – 11 | 468 | 444 | 421 |
| 12 – 18 | 440 | 418 | 396 |
| 19 – 27 | 413 | 392 | 371 |
| 28 + | 385 | 366 | 347 |

DID/DOD T1

| <u>T1 Equivalent</u> | <u>1 year</u> | <u>2 year</u> | <u>3 year</u> |
|----------------------|---------------|---------------|---------------|
| 1 – 3 | \$900 | \$855 | \$812 |
| 4 – 6 | 810 | 770 | 731 |
| 7 – 11 | 461 | 723 | 687 |

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| | | | |
|---------|-----|-----|-----|
| 12 – 18 | 716 | 680 | 646 |
| 19 – 27 | 673 | 639 | 607 |
| 28 + | 626 | 594 | 565 |

5.7.1 Digital Trunk Service (cont'd.)

5.7.2 Other charges per Digital Trunk per point apply as follows:

| | <u>Monthly Recurring</u> | <u>Non-Recurring Charge</u> |
|---|--------------------------|-----------------------------|
| Digital T1 & PRI Installation Charges | N/A | \$500.00 |
| Channeled Installation Charge | N/A | \$600.00 |
| ^N Channelized DID's (per channel)* | \$15.00 | N/A |

Customer may, at its option, procure link directly from another service provider other than DNS while subscribing to DNS port elements.

*Channelized DID's are not discounted as the number of T1's increase.

5.8 ISDN Primary Rate Interface (PRI) DNS ISDN PRI is a digital business telecommunications service offered to all customers located within Newark LATA 224. ISDN PRI is a switched service that provides the end user with clear channel signaling (64Kbs) in increments of 24 channels formatted within a T1 (1.544 Mbps) allowing such uses as carrying voice traffic, packetized data, or acting as common trunks. DNS ISDN PRI end users will connect their CPE equipment to DNS's central office via T1 connections.

All Customer Provided Equipment (CPE) used with DNS ISDN PRI is required to conform with the Bellcore Technical Reference Specifications as used by DNS: ISDN Primary Rate Access Transport System Requirements (a module of TSGR, FR-440), Issue Number 01; Technical Reference: TRTSY-000754.

5.8.1. Standard Features for Circuit Switched Voice and Circuit Switched Data Services

A. Call by Call for Trunk Groups

Allows Circuit Switched Voice and Circuit Switched Data Services to enable over the DNS ISDN PRI trunk to share "B" channels and arrange them as a single trunk group.

This allows incoming and outgoing Circuit Switched Voice and Data calls to utilize "B" Channels on a call by call basis. (Without this capability, each service would require "B" channel.) "B" Channel Packet Switched Data Service cannot utilize this capability.

ISDN PRI provides the end user with fractional T1 capabilities by using multiple B channels as required to support the request for aggregate bandwidth of each application thus using SS7 interconnection trunks between DNS and New Jersey Bell Telephone. All of

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the 23 channels (24 where technology permits) are usable as stand alone trunk groups. Trunk groups can be

5.8 ISDN Primary Rate Interface (PRI) (cont'd.)

5.8.1 Standard Features for Circuit Switched Voice and Circuit Switched Data Services (cont'd.)

B. Caller Name and Number Delivery (Caller ID) Capability _T

All calling numbers presented to the services working on the ISDN PRI connection can be delivered to the customer's CPE, including calls made to Direct Inward Dialing Service telephone numbers.

C. Clear Channel Capability

ISDN PRI uses a standard 23b +D channel format providing "B" channels solely used for customer applications, since all signaling and control functions are handled by the "D" channel. This allows up to 64 Kbps access on each "B" channel and multiple B channels can be configured together in order to satisfy bandwidth requirements required to pass customer information to distant end terminations where technically feasible via DNS ISDN PRI connections. ISDN PRI also allows multiple T1s to be configured as one user group using a single D channel for signaling support thus increasing available bandwidth.

D. Digital Voice Transmission

All voice calls are converted from an analog into a digital format to be transported across the network.

E. "D" Channel Control of Multiple Prime

Utilizes a single "D" channel to provide signaling and control for multiple ISDN PRI connections within a defined group. This allows the end user an additional bandwidth of 1.544 Mbps for each additional PRI port connection.

F. Equal Access Calling

Allows the customer to predefine an inter-exchange carrier or randomly access an inter-exchange carrier for each Trunk Group enabled. The carrier designation can be changed for charges as filed for the State of New Jersey pursuant to allowable F.C.C. rules and regulations.

5.8.2 Optional Features for Circuit Switched Voice and Circuit Switched Data Services

A. Backup "D" Channel Arrangement

Provides backup for a primary "D" channel under those circumstances where multiple ISDN Prime

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connections share a "D" single channel. A predetermined "D" channel on another PRI connection would automatically take over call control and signaling functions.

N

Monthly Recurring Charge Non Recurring Charge D-Channel \$50.00 \$50.00_N

5.8 ISDN Primary Rate Interface (PRI) (cont'd.)

B. System Intercommunication Service

Allows DNS ISDN PRI "B" channels to connect to a Centrex business system or another DNS ISDN PRI that originates in the same central office. This feature is offered on a per trunk group basis only.

Rate: Individual Case Basis (ICB)

C. Call by Call for FX and Tie Lines

Allows Foreign District (FX) and Tie Line calls to be directed to and originated from ISDN PRI "B" channels. This provides Call by Call service selection for incoming and outgoing Circuit Switched and Private Facility services.

Rate: Individual Case Basis (ICB)

D. 2B Channel Transfer

Allows the Customer's CPE to more efficiently use PRI trunk connections for ISDN calling. If an inbound call is forwarded or transferred using two channels in a PRI, the channels that were used to make the connection can be dropped and made available to future calls.

Monthly Recurring: \$75.00 Non-Recurring: \$100.00

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5.8 ISDN Primary Rate Interface (PRI) (cont'd.)

5.8.2 Optional Features for Circuit Switched Voice and Circuit Switched Data Services (cont'd.)

E) Caller Name and Number Delivery (Caller ID)

Enables the Customer to receive the name and number of the calling party at a PBX/station equipped with a customer-provided display. The Customer must have a PBX or Key System that is ISDN NI-2 compliant and can accept a PRI.

Monthly Recurring: \$350.00 Non-Recurring Charge: \$50.00

F) Outbound ANI Over T1

Enables DNS outbound Customers to deliver a pre-programmed calling name and calling number over their T1 Trunks. The Customer can request a specific name and number to be delivered when they make an outbound call.

Monthly Recurring: \$50.00 Non-Recurring Charge: N/A

5.8.3 Usage Rates

Voice and circuit switched calls will be subject to the usage charges in the Company's Basic Line Service as shown in Sections 8 and 9 of this tariff.

5.8.4 Line Charges

The rates shown below for DNS PRI are exclusive of local and toll usage charges, DNS T1, and associated customer premises equipment.

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PRI LATA 224 & 220

R

| # of Circuits | 1 YR TERM | 2 YR TERM |
|---------------|-----------|-----------|
| 1 – 6 | \$855.00 | \$812.00 |
| 7 – 18 | \$723.33 | \$639.13 |
| 19 – 27 | \$687.00 | \$607.00 |
| 28 + | \$594.39 | \$565.00 |

5.9 Inbound Digital DID Service From Multiple Rate Centers

Inbound Digital DID Service From Multiple Rate Centers is designed for high volumes of inbound calling. A minimum order of 24 lines is required. This service will support all rate centers per facility or trunk group within DNS's designated service areas.

Customers may choose to have Inbound Digital DID Service from Multiple Rate Center equipped with ISDN Primary Rate Interface (PRI).

Monthly recurring rates per T1 in LATA 224 apply as follows:

| #T-1s | DIGITAL | DID | ISDN PRI | |
|---------|------------------|------------------|------------------|------------------|
| | <u>1 YR TERM</u> | <u>2 YR TERM</u> | <u>1 YR TERM</u> | <u>2 YR TERM</u> |
| 1 - 6 | \$400.00 | \$385.00 | \$855.00 | \$812.00 |
| 7 - 18 | \$360.00 | \$341.00 | \$723.33 | \$687.00 |
| 19 - 27 | \$320.00 | \$297.00 | \$693.13 | \$607.00 |
| 28+ | \$300.00 | \$275.00 | \$597.39 | \$565.00 |

Rates if co-located:

| #T-1s | T1 or PRI | |
|---------|-----------|-------|
| | 1 YR | 2 YR |
| 1 – 6 | \$900 | \$735 |
| 7 – 18 | 750 | 550 |
| 19 – 27 | 600 | 450 |
| 28+ | 525 | 400 |

Other rates per T1 apply as follows:

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| | Monthly Recurring | |
|---------------------------------------|-------------------|------------|
| Digital T1 & PRI Installation Charges | N/A | \$500.00 I |
| Channeled Installation | N/A | \$600.00 N |
| Re-Programming Charge | N/A | \$500.00 |
| DID numbers (charge per number) | \$0.20 | \$ 2.50 |

SECTION 5: EXCHANGE ACCESS SERVICE

5.9 Inbound Digital DID Service From Multiple Rate Centers cont'd

Inbound Digital DID Service From Multiple Rate Centers is designed for high volumes of inbound calling. A minimum order of 24 lines is required. This service will support all rate centers per facility or trunk group within DNS's designated service areas.

Customers may choose to have Inbound Digital DID Service from Multiple Rate Center equipped with ISDN Primary Rate Interface (PRI).

Monthly recurring rates per T1 in LATA 220 apply as follows:

| #T-1s | <u>DIGITAL DID</u> | | <u>ISDN PRI</u> | |
|---------|--------------------|------------|-----------------|------------|
| | 1 YR TERM | 2 YR TERM | 1 YR TERM | 2 YR TERM |
| 1 - 6 | \$1,200.00 | \$1,035.00 | \$1,200.00 | \$1,035.00 |
| 7 - 18 | \$1,025.00 | \$ 850.00 | \$1,025.00 | \$ 850.00 |
| 19 - 27 | \$ 900.00 | \$ 750.00 | \$ 900.00 | \$ 750.00 |
| 28+ | \$ 825.00 | \$ 725.00 | \$ 825.00 | \$ 725.00 |

| | Monthly Recurring | Non-Recurring |
|---------------------------------------|-------------------|---------------|
| Digital T1 & PRI Installation Charges | N/A | \$500.00 I |
| Channeled Installation | N/A | \$600.00 N |
| Re-Programming Charge | N/A | \$500.00 |
| DID numbers (charge per number) | \$0.20 | \$ 2.50 |

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5.8 Inbound Digital DID Service From Multiple Rate Centers (cont'd)

5.9 Monthly recurring rates per T1 in LATA 222 apply as follows:

| #T-1s | DIGITAL DID | | ISDN PRI | |
|-------|-------------|-------|----------|-------|
| | 1 YR | 2 YR | 1 YR | 2 YR |
| 1-6 | \$1,100 | \$935 | \$1100 | \$935 |
| 7-18 | 925 | 750 | 925 | 750 |
| 19-27 | 800 | 650 | 800 | 650 |
| 28+ | 725 | 625 | 725 | 625 |

Rates if co-located:

Other rates per T1 apply as follows:

| #T1's | 1 YR | 2 YR |
|-------|-------|------|
| 1-6 | \$900 | 735 |
| 7-19 | 750 | 550 |
| 20-28 | 600 | 450 |
| 28+ | 525 | 400 |

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| Monthly Recurring | | Non-Recurring |
|---------------------------------------|--------|---------------|
| Digital T1 & PRI Installation Charges | N/A | \$500.00 I |
| Channeled Installation | N/A | \$600.00 N |
| Re-Programming Charge | N/A | \$500.00 |
| DID numbers (charge per number) | \$0.20 | \$ 2.50 |

5.10 Virtual Exchange Service

5.10.1 Description

Virtual Exchange is an inbound foreign exchange (FX) service. The Company assigns telephone numbers (NPA-NXX-XXXX) from a foreign rate center outside the subscriber's geographic exchange area. Virtual Exchange service must terminate on DNS provided DID, DIOD, 2-way or ISDN PRI access facilities.

Virtual Exchange customers must subscribe to DNS DID, DIOD, 2-way or ISDN PRI service and maintain a BTN (Billing Telephone Number) from within their home rate center. Virtual Exchange service is an inbound only feature. All outbound calls originated from a Virtual Exchange customer will be charged at applicable usage rates based upon the customer's home rate center.

Virtual Exchange numbers are available only from existing DNS service areas as defined in this tariff.

5.10.2 Rates

| | Monthly Recurring | Non-Recurring Charge |
|---------------------------------|-------------------|----------------------|
| Rate Center Charge | \$ 50.00 | \$150.00 |
| DID Numbers (charge per number) | \$ 2.00 | \$ 3.00 |

SECTION 5: EXCHANGE ACCESS SERVICE

5.11 Private Line Service

5.11.1 Description

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Private line service provides a dedicated transmission path on a point-to-point basis that does not interface with a Company switch. Private line is an IntraLATA service and is offered on a DS3, OC3, OC12 and OC48 level. Private line service can be utilized either by collocated customers or by customers in a location that is served by the Company's fiber network (On-Net).

5.11.2 Restrictions

The following restrictions apply to private line service: 1.

2. If only one or none of the end-points is On-Net, the private line service is then limited to a DS3 level.

3.

4. Private line service for service levels above OC3 is available on an individual case basis.

5.

5.11.3

| | | |
|---|---------------|---------------|
| Pricing Non-Recurring Charges Installation, Equipment & Fiber Pull (if required) | DC3 \$1000 | OC3 \$2500 |
| Monthly Recurring Charges | \$2500.00 | \$75000.00 |
| Mileage | | |
| 0 mile | 0 | 0 |
| each additional mile | \$ 70 | \$210 |

5.12 Integrated Voice and Data Service

5.12.1 Description

Integrated Voice and Data (IVAD) Service allows a customer to utilize a single high capacity facility¹ to integrate both voice and data services. IVAD service is available in different groups of channels and at varying bandwidth speeds. IVAD is available in groups of 12, 16, 20 or 24 channels.

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5.12.2 Pricing ¹

| Number of Channels | Bandwidth | <u>NJ SOUTHERN LATA 222</u> | | <u>NJ NORTHERN LATA 224</u> | |
|-----------------------|-----------|-----------------------------|------------|-----------------------------|------------|
| | | 1 Year | 2Years | 1 Year | 2Years |
| 12 | 256 | \$ 563.48 | \$ 535.48 | \$ 677.48 | \$ 641.48 |
| 12 | 512 | \$ 743.48 | \$ 715.48 | \$ 857.48 | \$ 821.48 |
| 12 | DS1 | \$1,063.48 | \$1,035.48 | \$1,177.48 | \$1,141.48 |
| 16 | 256 | \$ 638.64 | \$ 606.64 | \$ 784.64 | \$ 744.64 |
| 16 | 512 | \$ 818.64 | \$ 786.64 | \$ 964.64 | \$ 924.64 |
| 16 | DS1 | \$1,138.64 | \$1,106.64 | \$1,284.64 | \$1,244.64 |
| 20 | 256 | \$ 705.80 | \$ 669.80 | \$ 887.80 | \$ 839.80 |
| 20 | 512 | \$ 885.80 | \$ 849.80 | \$1,067.80 | \$1,019.80 |
| 20 | DS1 | \$1,205.80 | \$1,169.80 | \$1,387.80 | \$1,339.80 |
| 24 | 256 | \$ 756.96 | \$ 724.96 | \$ 974.96 | \$ 926.96 |
| 24 | 512 | \$ 936.96 | \$ 904.96 | \$1,154.96 | \$1,106.96 |
| 24 | DS1 | \$1,256.96 | \$1,224.96 | \$1,474.96 | \$1,426.96 |

Installation Charge (NRC) \$ 850.00 ²

Rates for usage, as specified in this tariff, will also apply.

¹ The Company will provision the IVAD circuit to the customer's location, based on the proximity of that location to the Company's local network facilities and by the sole discretion of the Company as to the technology and transmission path utilized to provide the IVAD service.

² Installation charge includes service establishment, installation of circuit, installation of customer premise equipment and battery back-up. The customer is responsible for future replacement of battery back up.

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SECTION 5: EXCHANGE ACCESS SERVICE

5.12 Integrated Voice and Data Service

5.12.3 Integrated Voice and Data Service – DS3 Level

Integrated Voice and Data Service – DS3 Level (IVADs3) is a channelized DS3 facility that will allow a customer to combine both voice and data DS1s onto a single DS3 circuit. Voice circuits can be either digital DS1 or ISDN PRI in any standard format offered by the Company in this tariff. Bandwidth for the data portion of this service is limited to 20Mbps per circuit. A minimum of nine DS1s is required for this service. The circuits can be any combination of data and voice DS1s. The DS1s on an IVADs3 circuit cannot be further multiplexed or channelized to a DS0 service level. Usage charges as listed in section 8.3 of this tariff also apply.

| | 1 Year | 2 Year |
|--|---------------|---------------|
| Base Price, per T1 (Initial 9 T1's) | \$715 | \$650 |
| Additional T1's per T1 | | |
| 10 – 14 | \$501 | \$455 |
| 15 – 19 | \$374 | \$340 |
| 20 – 24 | \$281 | \$255 |
| 25 - 28 | \$209 | \$190 |

5.12.4 This option provides for the installation by the Company of the customer premise equipment including configuration, management and on going maintenance. The Company will maintain the ownership of any customer premise equipment.

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| #T1s | 2 Year Term |
|---------|-------------|
| 1 -9 | \$725 |
| 10 - 14 | \$455 |
| 15 - 19 | \$340 |
| 20 -24 | \$255 |
| 25 -28 | \$190 |

Requests for T1s configured for Inbound Digital DID Service from Multiple Rate Centers will be considered on an individual case basis (ICB) pursuant to Section 13.2 of this tariff.

5.13 Integrated Voice and Data Service – Trunk Option

DNS's IVAD Trunk service options provide Direct Inward Dialing (DID) capabilities for inbound calling. DIDs allow customers to oversubscribe voice channels for inbound calls on their telephone system (PBX or Key System). Customers will order the DNS Trunk service option that relates to the configuration or interface of the customer's telephone system. The charges for number of channels and bandwidth levels as listed for IVAD DS1 service will apply, along with a trunk charge. Installation charges as listed for IVAD DS1 service will also apply.

Circuit Trunk Charge
Digital T1 \$25 MRC per circuit
PRI \$75 MRC per circuit
Analog DID \$50 MRC per circuit

5.14 Hosted IP Voice and Data Service

5.14.1 Description

Hosted IP Voice and Data Service allows a customer to utilize remotely hosted and managed PBX features over single high capacity facility. Hosted IP Voice and Data (HIPV) service is available in **Premium Subscriber License, Standard Subscriber License, Business Line Trunking Subscriber License and Residential SOHO License.**

5.14.1.2 The premium subscriber license comes with all features listed below.

| Inbound Features | Outbound Features | Web Features | Group Features |
|------------------------|---------------------|----------------------|--------------------------|
| Call Forward Always | Speed Dial 8 | Personal Web Portal | Verified Account Codes |
| Call Forward Busy | Speed Dial 100 | Group Administrators | Unverified Account Codes |
| Call Forward Selective | Personal Phone List | | Extension Dialing |
| Selective Rejection | | | Hunt Groups |

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| | | | |
|----------------------|--|--|------------------------------|
| Selective Acceptance | | | Series Completion |
| Alternate Numbers | | | Music On Hold |
| Simultaneous Ring | | | Call Pickup |
| Do Not Disturb | | | Call Park |
| Incoming Caller ID | | | Call Barge |
| Call Notify | | | Voice Portal |
| Priority Alert | | | Inbound Call Control Policy |
| Anonymous Rejection | | | Outbound Call Control Policy |
| Call Waiting | | | Common Phone List |
| Call Return | | | Shared Call Appearance |

5.14.1.3 Standard Subscriber License

The standard subscriber license comes with all the features listed below, this would typically be used for an analog line handoff.

Inbound Features

- Call Forward Always
- Call Forward Busy
- Call Waiting
- Call Return
- Incoming Caller ID

5.14.1.4 Business Line Trunking Subscriber License

The business line trunking subscriber license is used for implementations where the IAD at the customer premises presents a PRI or CAS T1 handoff. One license must be purchased for every call the customer will be allowed to have active at any given time.

5.14.1.5 Associates Services

miPA Subscriber License

The miPA subscriber license provides the ability to use the miPA toolbar for a single user in both Outlook and Internet Explorer.

Telephone Number - Ported

A ported telephone number assigned to the wholesale customer's service provider partition.

Auto-Attendant

An automated receptionist which allows for day and night greeting and automated answering of inbound calls.

miReception Attendant Console

A telephony application that runs on a single computer and allows the user to see the status of users in their group, transfer calls to users, and perform other receptionist functions.

Voicemail Box - Single User

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A voicemail box that can be assigned to any user, for a single user only.

QoS - Per 1.5 Mbps

Expedited Forwarding QoS is available based on egress DSCP marking by the wholesale customer, QoS must be ordered in conjunction with an Internet or Lit Building T1. If QoS is not ordered for a particular Internet or Lit Building T1, the QoS provided will be Best Effort.

E911 - Per DID *REQUIRED LINE ITEM*****

The wholesale customer must, for every telephone number on the platform, order E911/911 services which will allow for the proper routing of calls to emergency services.

5.14.2 - Term Commitments

The term of this agreement shall be twenty four (24) months, upon expiration of the initial term this agreement will automatically renew for additional twelve (12) month terms. In the event that the Customer terminates this service prior to the expiration date, the termination fee incurred will be equal to one half the current monthly pricing commitment multiplied by the number of months remaining.

5.14.3 Features Groups and Rates

**Included is 500 minutes inbound Local & US LD
And 500 minutes outbound Local & US LD cumulative
Across the total of end user licenses**

| Item No. | Service Description | Monthly Recurring | Non Recurring |
|----------|---------------------------------------|-------------------|---------------|
| 1 | Standard License | \$ 49.00 | \$ 25 |
| 2 | Premium License | \$ 65.00 | \$ 25 |
| 3 | Dialtone-Extension License | \$ 19.00 | \$ 25 |
| 4 | Intercom License | \$ 7.50 | \$ 25 |
| 5 | Voice Mail License | \$ 5.00 | \$ 5 |
| 6 | Standard Residential License | \$ 29.00 | \$ 25 |
| 7 | Premium Residentail License | \$ 45.00 | \$ 25 |
| 8 | Mi Reception | \$ 100.00 | \$ 500 |
| 9 | Mi Personal Assistant | \$ 1.50 | \$ 10 |
| 10 | Auto Attendant | \$ 24.99 | \$ 5 |
| 11 | Hunt Group | \$ 20.00 | \$ 10 |
| 12 | Toll Free Number | \$ 5.00 | \$ 25 |
| 16 | T1 Line (LATA 222 & 224) | \$ 250.00 | \$ 350 |
| 17 | Internet Services 1.5Mbps (bandwidth) | \$ 295.00 | \$100 |
| 36 | QOS maintanance | \$ 50 | \$ 50 |

RECURRING MINUTE CHARGES

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Upon request

| | | | |
|----|--|----|-------|
| 18 | International Calling pricing upon request | | |
| 13 | Local & LD Per minute usage rates above thresholds | \$ | 0.045 |
| 14 | IP Based Audio Conference per minute | \$ | 0.10 |

**Non-Recurring
Partial List**

| | | | |
|----|--|----|-------|
| 19 | Hosted Service Configuration Per Extension/DID | \$ | 40.00 |
| 20 | Toll Free Number Setup | \$ | 25.00 |
| 21 | Intercom Configuration | \$ | 60.00 |
| 35 | New POTS line order fee or equal | \$ | 39.00 |

Service Condition and Terms

Note A Prices outside of LATA 224 & 222and Sprint Territory will vary depending upon availability of services

Note B Quantity pricing is negotiable based upon ICB using 5.14.3 Features Groups and Rates (cont'd)

locations and Licenses ordered

Note C All hourly service quotes are estimates and may vary due to custom configurations and unique customer requirements

terms available upon approved credit application otherwise

Note D COD

Note E This is not a complete listing of services. Additional Items are available and any quote will make a best effort to detail all costs.

However, occasionally due to client modifications, product availability, and undetermined expenses additional costs may apply.

Note F Any equipment purchased by customer either used or new and used in the network shall not be the responsibility of DNS, unless purchased from DNS and under a current warranty.

Any part that DNS determined to be incompatible for HIPV service

Note G For any reason by DNS shall be replaced by the client with a DNS

recommended part.

Note H DNS shall provision or recommend the use of Cable or DSL for 2 to 4 License Locations but can't warranty business grade quality

SECTION 6: EXCHANGE ACCESS OPTIONAL FEATURES

6.1 Directory Listings

6.1.1 Primary Listing

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For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no charge. This free primary listing includes a one-line listing in the white pages and a one-line

heading in the yellow pages. It consists of a name and may include a nickname, title, designation, and an address and a telephone number.

6.1.2 Other Directory Listing Services At the Customer's option, the Company will arrange for other directory listing services at the following rates:

| | Non-Recurring Charge | Monthly Recurring Charge |
|-----------------------|----------------------|--------------------------|
| | | Listed Service |
| Additional Listing | \$16.50 | \$1.05 |
| Caption | \$16.50 | \$1.05 |
| Foreign Listing | \$16.50 | \$1.05 |
| Line of Information | \$16.50 | \$1.05 |
| Unlisted Service | N/A | \$0.85 I |
| Non-Published Service | \$10.10 | \$1.45 |

6.2 Direct Inward Dial (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for Basic Trunks or Digital Trunks in Sections 5.2, 5.4 and 5.6, respectively.

So the Company may efficiently manage its number resource, the Company, at its sole discretion, reserves the right to limit the quantity of DID number blocks a Customer may obtain. Requests for 30 or more DID number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

For Customers with multiple premises served by the Company, the Company will arrange for listing of the main billing telephone number at each premise.

The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both, assigned to the Customer,

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whenever the Company deems it necessary to do so in the conduct of its business.

| | <u>Non-Recurring</u> | <u>Monthly Recurring</u> |
|---------------------------------|----------------------|--------------------------|
| DID Numbers (per number charge) | \$2.50 | \$0.20 C |

6.3 Reserved for Future Use

6.4 Reserved for Future Use

6.5 Reserved for Future Use

6.6 Local Number Portability (LNP)

6.6.1 Description

LNP is an intelligent network function that allows a telephone customer the ability to keep their existing phone number while changing their telecommunications service provider. LNP is currently available in the New Jersey LATAs 224 and 222. LNP is available within a rate center or the smallest sub-zone of a rate center. The rate centers mirror those of Bell Atlantic LATAs 224 and 222, and are detailed in the Local Exchange Routing Guide (LERG). The LNP Monthly Charge is being introduced pursuant to the Federal Communications Commission's Third Report and Order in CC Docket No. 95-116, Released May 12, 1998 and will be assessed on a per network access line basis

6.6.2 Regulations

- A. A customer must keep the same address where they currently receive service or if a customer is moving to a new location, the new service address must be within the same rate center as the old service address. The rate centers mirror those of Bell Atlantic, and are detailed in the Local Exchange Routing Guide.
- B. The customer must keep the same level of service (DID, T1, etc.) that they had with the old service provider.

6.6.3 Local Number Portability (LNP) Rate

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Monthly Recurring Charge \$0.21

6.7 Digital Data Service

Description

Digital Data Service (DDS) allows customers to efficiently use PRI trunk connections for various data applications. Customers may utilize full 64K bandwidth of capacity on each B-channel. When a customer makes or receives a DDS call, the Company's switch recognizes the call as DDS and routes it appropriately based on the route characteristic tables set up in translations.

The customer is responsible for insuring that the equipment at the customer's premise is capable of accepting PRI programming, able to perform channel bonding and capable to provide videoconferencing (if necessary for the customer's application). The customer must also ensure that connections to the terminating location are capable of supporting 64k bandwidth transmissions. The Company will make available 64k bandwidth connections on its network. The customer must submit a forecast to the Company if they wish to utilize DDS so that the Company can ensure proper bandwidth capabilities. DDS is not available with calling cards. DDS is available on a one or two year term.

SECTION 6: EXCHANGE ACCESS OPTIONAL FEATURES

DDS is charged at a per channel/per minute rate. A single channel is measured as 64K. The 64K rate should be multiplied times the number of channels needed for each data transmission.

Rates

| | 1Year | 2Years |
|-------------------|----------|----------|
| On Market | \$0.0175 | \$0.0150 |
| Off Market | \$0.1500 | \$0.1425 |
| Toll Free Service | \$0.2300 | \$0.2185 |

6.8 Remote Call Forwarding (RCF)

6.8.1 Description

Remote Call Forwarding (RCF) is a local exchange service feature whereby all calls dialed to a telephone number

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equipped for RCF are automatically forwarded to another dialable number specified by the customer. A calling party pays the applicable charges to call the number equipped with an RCF feature, while the RCF customer pays the applicable charges for the forwarded portion of the call. RCF service is offered subject to availability of facilities. RCF service is not offered where the terminating station is a coin telephone.

Each RCF feature allows for forwarding one call at a given time. An additional path is necessary for each additional call to be forwarded simultaneously. The customer can specify a maximum of 10 paths (i.e., simultaneous phone calls) per DID with RCF. The Company will not provide identification of the originating telephone number to the RCF customer. The customer must have existing telephone service from a telecommunications carrier at the terminating location in order to receive calls. RCF is available with all Company local exchange services. All other line and usage charges associated with local exchange services will apply in addition to the RCF charges.

Transmission characteristics vary depending on the distance and routing necessary to complete the remotely forwarded call. Normal grade end-to-end transmission is not guaranteed on such calls. RCF service is not represented as suitable for satisfactory transmission of data. The customer is responsible to subscribe to sufficient RCF features and facilities at the terminating location to adequately handle calls without interfering with or impairing any services offered by the Company.

6.8.2 Pricing

Set-up per number forwarded (NRC): \$30

Per path charge (MRC): \$15

SECTION 7: RESOLD LOCAL EXCHANGE SERVICE

7.1 Description Resold Local Exchange Service is composed of the resale of exchange access lines and local calling provided by other certificated Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

7.2 Resold telecommunications services by resellers, agents or retailers. Agents resellers or retailers can resell all communications services as components of voice and data services provided they comply with all FCC and New Jersey Board of Public Utility rules that govern the author of this tariff and the company. Resellers agents and retailers shall be responsible to all tax and fees and hold the company harmless for any and all liabilities caused by any improper or illegal failures the reseller agent or retailer commits or omits.

7.3 Cost plus pricing. Resellers, agents and retailers will be charged on a cost plus percentage mark up basis for all telecommunications services purchased. The costs are any and all cost elements that the Company pays to its service provider and a percentage mark up based upon number of equivalent T1 circuits active at the start of any billing cycle.

| | |
|--------|---------|
| # T1's | mark up |
| 1-6 | 30% |

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| | |
|-------|-----|
| 7-18 | 25% |
| 19-28 | 20% |
| 28+ | 15% |

The following additional service and order processing schedule applies;

| | |
|----------------------------------|------------------|
| New T1 order | \$200 plus costs |
| T1 move disconnect and new order | \$200 plus costs |
| T1 Inside Move (same ACTL) | \$100 plus costs |
| T1 Disconnect | \$50 |
| MUX DS3 new order | \$250 |
| DS3 new order | \$500 |
| T1 cross connect fee | \$65 |
| DS3 cross connect fee | \$300 |

7.4 Standard Intervals

| | |
|-----------------------------------|---|
| New T1 or DS3 service | 60 days from verification of facilities |
| Move order same end user location | 30 days from verification of valid ACTL |

SECTION 8: LOCAL CALLING SERVICE

8.1 Description

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the caller's local calling area.

A local area call is a call that originates and terminates within an exchange area (as defined in Section 4.2 of this tariff) and is billed per call according to duration and the rate period in which the call occurs. Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

8.2 Time Periods

Peak, Mid-Peak and Off-Peak rates apply as follows:

Rates From To But Not Days
Including

Peak 8:00 AM 5:00 PM Monday-Friday
Off-Peak 5:00 PM 8:00 AM Monday-Friday

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8:00 AM 8:00 AM Saturday-Sunday
8:00 AM 8:00 AM Holidays*

*Holidays include New Year's Day (January 1), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

8.3 Rates

The rates set forth in this section apply to all direct-dialed local calls. For operator-assisted local calls, the operator charges listed in Section 11.1.3 apply in addition to the charges listed below.

| | <u>1YR</u> | <u>2 YR</u> |
|------------------|-------------------|-------------|
| Rate per minute | \$0.015 | \$0.0143 |
| Volume DiscountS | | |
| | \$0 - \$999 | 0% |
| | \$1,000 - \$2,499 | 5% |
| | \$2,500 - \$3,999 | 10% |
| | \$4,000+ | 15% |

8.4 Reserved for Future Use

SECTION 9: INTRALATA CALLING SERVICE

9.1 IntraLATA Calling Service

9.1.1 Description

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IntraLATA Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in LATA 224.

Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

9.1.2 Rates

The rates set forth in this section apply to all direct-dialed intraLATA calls. For operated-assisted intraLATA calls, the operator charges listed in Section 11.1.3 apply in addition to the charges listed below.

| | 1 YR | 2 YR |
|------------------|----------|----------|
| Rate per minute: | | |
| Local Calling | \$0.0150 | \$0.0143 |
| Regional Calling | \$0.0550 | \$0.0523 |

Volume Discounts

| Monthly Usage | Discounts |
|-------------------|-----------|
| \$0 - \$999 | 0% |
| \$1,000 - \$2,499 | 5% |
| \$2,500 - \$3,999 | 10% |
| \$4,000+ | 15% |

SECTION 10: OTHER SERVICE ARRANGEMENTS

10.1 Other Service Arrangements This Section reserved for Other Service Arrangements.

SECTION 11: MISCELLANEOUS SERVICES

11.1 Operator Services

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, to users accessing pre-subscribed public pay phones or customer provided stations, and to Customers and Users of another local exchange carrier's access lines which the Customer has pre-subscribed to the Company's outbound calling services.

11.1.1 Definitions

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Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Billed to Non-Proprietary Calling Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

11.1.2 Description

Local and intraLATA calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Sections 8 and 9.

For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory

11.1 Operator Services (cont'd)

Assistance, the surcharges specified in Section 11.2.2 and Section 11.3.2 will apply in addition to any applicable Operator charges.

11.1.3 Rates In addition to the usage charges identified above, the following operator-assisted charges will apply:

| | <u>Per Call Charges</u> |
|---|-------------------------|
| Person-to-Person (Customer Dialed) | \$3.50 |
| Station-to-Station (Customer Dialed) | \$1.50 |
| Operator Dialed Charge | \$0.60 |
| (applies in addition to other operator charges) | |
| Billed to Non-Proprietary Calling Card | \$0.50 |
| (additional surcharge) | |

11.2 Busy Line Verify and Line Interrupt Service Upon request of a calling party the Company will verify a busy condition

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on a called line. A) The operator will determine if the line is clear or in use and report to the calling party. B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

11.2.1 Regulations

A) A charge will apply when:

- (1) The operator verifies that the line is busy with a call in progress.
- (2) The operator verifies that the line is available for incoming calls.
- (3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

B) No charge will apply:

- (1) When the calling party advises that the call is to or from an official public emergency agency.
- (2) Under conditions other than those specified in 11.2.1(a).

C) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

11.2.1 Regulations (cont'd)

D. The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

SECTION 11: MISCELLANEOUS SERVICES

11.2 Busy Line Verify and Line Interrupt Service (cont'd.)

11.2.2 Rates

| | |
|---|--------|
| Busy Line Verify Service (each request) | \$2.00 |
| Busy Line Verify and Busy Line Interrupt Service (each request) | \$3.00 |

11.3 Directory Assistance

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11.9 Liability in Providing 9-1-1

- A) The Company's entire liability to the customer or any person for interruption or failure of 9-1-1 service shall be limited by the terms set forth in this section, and in other tariffs of the Company. This 9-1-1 service is offered solely to assist the customer in providing 9-1-1 emergency service in conjunction with applicable fire, police and other public safety agencies. By providing this service to the customer, the Company does not create any relationship or obligation, direct or indirect, to any third party other than the customer.
- B) The Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Company act or omission in the design, development, installation, maintenance, or provision of 9-1-1 service other than an act or omission constituting gross negligence or wanton or willful misconduct. However, in no event shall the Company's liability to any person, corporation, or other entity for any loss or damage exceed an amount equal to the prorated allowance of the tariff rate for the service or facilities provided to the customer for the time such interruption to service or facilities continues, after notice by the customer to the Company. No allowance shall be made if the interruption is due to the negligence of willful act of the customer.
- C) The customer shall indemnify and hold harmless the Company from any damages, or other injuries which may be asserted by any person, business, governmental agency, or other entity against the Company or customer or any of their employees, directors, officers or agents except for Company acts of gross negligence or willful or wanton misconduct in connection with developing, adopting, implementing, maintaining, or operating the 9-1-1 system or for releasing subscriber information in connection with the provision of the 9-1-1 service.
- D) The Company accepts no responsibility for obtaining subscriber record information from private telecommunications systems.
- E) The company shall not be liable or responsible for any indirect, incidental, or consequential damages 11.9 Liability in Providing 9-1-1 (cont'd)

associated with the provision of 9-1-1 service, including, by way of example and without limitation, when a failure or interruption of 9-1-1 service is due to the attachment of any equipment by a customer to Company facilities.

- F) The Company shall not be liable for any civil damages caused by an act or omission of the Company in the good faith release of information not in the public record, including non-published subscriber information to emergency service providers responding to calls placed to a 9-1-1 service or host providers using such information to provide a 9-1-1 service.

11.10 Caller Name and Number Delivery (Caller ID) Blocking

11.10.1 Per-Call Blocking

Per-Call Blocking is available to all customers in the DNS New Jersey territory. This blocking option allows the calling party to block the passage of their telephone number and name on outgoing calls on a per-call basis. To activate Per-Call Blocking, the customer dials a special code prior to placing each call. There is no charge for using Per-Call Blocking, and it is provided on an unlimited basis. Per-Calling Blocking does not prevent the delivery of telephone numbers to 911 emergency service providers.

11.10.2 Per-Line Blocking

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Per-Line Blocking is available to all customers in the DNS serving territory. Per-Line Blocking must be added to a customer's line by placing a service order with the Company. This blocking option automatically prevents the display of the calling number and name on *all* outgoing calls placed from that line, unless the blocking feature is deactivated. Per-Line Blocking is offered free of charge for the first instance, and on a nonrecurring basis thereafter.

A Per-Line Blocking customer can deactivate blocking by dialing a special code. Blocking will be deactivated for that outgoing call only. As facilities permit, a line-blocking customer will be provided with a separate code to deactivate blocking, which is different from the per-call blocking code. Where this separate code is not available, the code for per-call blocking and the code to deactivate line blocking will be the same.

The Per-Line Blocking option can only be added or removed from a customer's line by placing a service order with the Company. When this service is cancelled, the line is automatically converted to the Per-Call Blocking capability. Per-Line Blocking does not prevent the delivery of telephone numbers to 911 emergency service providers.

SECTION 11: MISCELLANEOUS SERVICES

11.10 Caller Name and Number Delivery (Caller ID) Blocking (cont'd)

Per-Call Blocking customers and Per-Line Blocking customers cannot complete calls to Calling Name and Number Delivery subscribers who have activated the Anonymous Call Rejection (ACR) feature. If a blocking customer calls a Calling Name and Number Delivery subscriber who has activated ACR, the caller will hear an announcement that the called party is not accepting blocked calls. To complete a call to a Calling Name Delivery subscriber who has activated ACR: (1) place the call by unblocking the telephone number; or (2) place the call through an operator. Option (2) will involve an operator surcharge in addition to the cost of the call.

11.10.3 Rates Calling Name and Number Delivery Blocking

Nonrecurring Charge (per order, per line)

Per Call \$0.00

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Per Line \$15.00*

* Initial Per-Line Blocking is provided free of charge upon customer request. The nonrecurring charge applies for subsequent requests for Per-Line Blocking for the same customer at the same address

11.11 Labor Charges

The following charges shall apply for labor performed by the Company per Customer request. Labor hours are billed in half-hour increments.

Normal business hours: \$150.00 first ½ hr, \$50.00 each additional ½ hr
(Monday through Friday, 8:00 a.m. to 6:00 p.m., except holidays*)

Off-hour business hours: \$300.00 first ½ hr, \$75.00 each additional ½ hr
(Monday through Friday, 6:00 p.m. to 8:00 a.m., except holidays*)

Saturdays, Sundays, & Holidays*: \$500.00 first ½ hr, \$125.00 each additional ½ hr

*Holidays include New Year's Day (January 1), Memorial Day (the last Monday in May), Independence Day (July 4) Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25).

SECTION 12: SPECIAL ARRANGEMENTS

12.1 Special Construction

12.1.1 Basis for Charges Where the Company furnishes a facility or service for which a rate or charge is not

specified in the Company's tariffs, charges will be based on the costs incurred by the

Company and may include:

- A) Non-recurring type charges;
- B) Recurring type charges;
- C) Termination liabilities; or
- D) Combinations thereof.

12.1.2 Basis for Cost Computation

The costs referred to in 12.1.1 may include one or more of the following items to the extent they are applicable:

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(A) Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities.
Cost installed includes the cost of:

- (1) Equipment and materials provided or used,
 - (2) Engineering, labor and supervision,
 - (3) Transportation, and
 - (4) Rights of way;
- (B) Cost of maintenance;

12.1 Special Construction (cont'd.)

12.1.2 Basis for Cost Computation (cont'd.)

(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) A amount for return and contingencies.

12.1.3 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.

A) The termination liability period is the estimated service life of the facilities provided.

B) The amount of the maximum termination liability is equal to the estimated amounts for:

1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes e cost of:

- (a) Equipment and materials provided or used,
- (b) Engineering, labor and supervision,
- (c) Transportation, and
- (d) Rights of way;

- 2) License preparation, processing, and related fees;
- 3) Tariff preparation, processing, and related fees;
- 4) Cost of removal and restoration, where appropriate; and

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5) Any other identifiable costs related to the specially constructed or rearranged facilities.

- B) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 12.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 12.1.3(B) shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

12.2 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 non-discriminatory basis.

ICB arrangements will be made where Customer-specific requirements involve special facilities, equipment, construction, design and engineering, and/or power or other utility requirements, unusual site conditions, deviations from technical specifications, unique Services or components not specified in this tariff, and other unique or special circumstances, all as determined solely by the COMPANY. Rates and charges for ICBs will reflect the cost incurred by the Company and may include, but are not limited to, monthly rates, nonrecurring charges, or combination thereof.

12.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

SECTION 13: INTRA-NETWORK CALLING

13.1 Reserved for future use

SECTION 14: RESERVED FOR FUTURE USE

14.1 Reserved for future use

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