



# MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") dated as of \_\_\_\_\_ is by and between Hudson Fiber Network, Inc., a New Jersey Corporation ("Hudson Fiber Network"), and \_\_\_\_\_ a ("Customer").

## 1. Services

a. Customer agrees to purchase from Hudson Fiber Network and Hudson Fiber Network agrees to provide Internet, Data or Colocation Services ("Services") as specified in one or more service orders duly executed in substantially the form Customer Service Orders ("CSO"), attached hereto as Schedule 1. Each proposed Customer Service Order shall be consecutively numbered and include a "Quote Date". To be binding, a Customer Service Order must be executed by both parties within 30 days following the "Quote Date". If a CSO is not fully executed within the 30-day period (or such other period expressly provided in the CSO), the CSO shall be null and void and of no further force and effect.

b. Upon execution in accordance with the provisions of Section 1(a), any such Customer Service Order shall automatically be incorporated as part of this Agreement and shall be subject to all terms and conditions of this Agreement. To the extent that terms or conditions of a Customer Service Order conflict with terms or conditions of this Agreement, or the Additional Terms and Conditions (defined below), the terms and conditions of the Customer Service Order shall govern unless, and only to the extent, expressly provided otherwise in this Agreement, or the Additional Terms and Conditions, as the case may be. If Customer and Hudson Fiber Network execute multiple Customer Service Orders, each additional Customer Service Order will supplement rather than replace the prior Service Order, unless otherwise expressly stated by the parties in writing. Notwithstanding anything in this Agreement to the contrary, Hudson Fiber Network has no obligation to execute any Customer Service Order with Customer.

c. Any modification of a CSO shall be evidenced in writing by a duly executed Move/Add/Change/Delete Order ("MACD Order") in substantially the form hereto attached as Schedule 2. Such MACD Order shall modify the specified Customer Service Order to the extent, and only to the extent, expressly provided in the MACD. All other terms and conditions of the specified Customer Service Order shall remain unchanged and in full effect.

d. The Services will be subject to the Additional Terms and Conditions found on page 2 of the CSO and such Additional Terms and Conditions are incorporated as part of this Agreement. To the extent that terms or conditions of the Additional Terms and Conditions conflict with terms or conditions of this Agreement, the terms and conditions of this Agreement, as the case may be, shall govern unless, and only to the extent, expressly provided otherwise in the Additional Terms and Conditions.

e. Each Customer Service Order shall include a "Requested Install Date" for each product listed on the Customer Service Order. Hudson Fiber Network will in good faith use reasonable efforts to complete installation of each product by the respective "Requested Install Date" but there is no guarantee that installation will be completed by such "Requested Install Date".

## 2. Effective Date and Term

Unless otherwise terminated in accordance with the provision contained herein, (i) the initial term of this Agreement shall begin on the date first set forth above ("Effective Date") and end 12 months from the Effective Date, and (ii) the term of this Agreement and all installed CSOs under this agreement shall thereafter automatically renew for successive one-year periods, unless either party gives written notice to the other party of non-renewal at least sixty (60) days but not more than ninety (90) days before the end of the applicable term. **Notwithstanding anything to the contrary contained in this Agreement** or otherwise, in no case shall this Agreement terminate if there are any outstanding CSOs that will not be terminated contemporaneously with the termination of this Agreement. If notice of termination of this Agreement is timely provided but there are outstanding CSOs at the time this Agreement would terminate, this Agreement shall remain in effect until expiration of all CSOs (in accordance with the termination provisions of the respective CSOs) and then shall automatically terminate.

## 3. General Payment Terms

All Monthly Recurring Charges (as specified on the outstanding CSOs) are due and payable in advance on the last day of the month immediately preceding the month for which the Services are to be provided, and the Initial Payment (as specified on the outstanding CSOs) are due and payable on the date Customer executes the applicable CSO, (in each case, the "Due Date"). Such amounts shall be evidence by invoice and the timing of such invoices shall be as agreed between the parties, but in no case shall the timing of invoices affect the Due Dates specified in this Section 3.

## 4. Burst Usage Payment Terms

Hudson Fiber Network will measure Customer's bandwidth usage in five-minute intervals, for each point of connection between Customer and Hudson Fiber Network (or its up-stream provider) in two categories: incoming and outgoing. At the end of each billing cycle, all data samples in each category will be sorted from highest to lowest and the top 5% of measurements will be discarded. The highest remaining data sample in the higher of the two categories will then constitute the bandwidth usage level for that particular billing cycle. Burst usage is the amount of bandwidth usage for the particular billing cycle exceeding Customer's Minimum Committed Data Amount (as specified on the applicable CSO). Monthly burst usage charges shall be invoiced monthly in arrears and shall be due and payable on the Monthly Recurring Charges Due Date next following the date on which the invoice is received ("Due Date" for burst usage charges).



## 5. Interest; Billing Disputes

Any undisputed amounts not paid in full by the applicable Due Date pursuant to the terms of this Agreement shall bear interest from such Due Date until paid in full at the rate per annum equal to the Prime Rate plus two percent, where Prime Rate means the rate of interest published by The Wall Street Journal as the prime rate in the column entitled "Money Rates", such rate to change automatically effective with each change in such prime rate. Invoices to Customer shall be deemed valid unless Customer disputes amounts so invoiced to Customer in writing within 30 days of the date on which the invoice is received. All billing disputes to be considered MUST be sent to [disputes@hudsonfiber.com](mailto:disputes@hudsonfiber.com) within 30 days of the issued date of the billing or charge.

## 6. Service Level Agreement

Hudson Fiber Network will provide Customer with the same service level guarantees as are provided to Hudson Fiber Network by the carrier set forth in the applicable CSO.

## 7. Default and Termination

A "Customer Default" shall occur if Customer (a) fails to make payment as required under this Agreement and such failure remains uncorrected for 24 hours after the applicable Due Date; (b) fails to perform or observe any material term or obligation contained in this Agreement or under any CSO; (c) uses the Services for any unlawful purpose or in any unlawful manner, or violates Carrier's Acceptable Use Policy, or (d) (i) suffers an involuntary petition in bankruptcy to be filed against it, (ii) files any petition in any reorganization, arrangement, compromise, readjustment, liquidation, or dissolution or similar relief for itself, or (iii) becomes unable to pay its debts generally as they become due. In the event of a Customer Default, Hudson Fiber Network shall have the right (without any liability, and in its sole discretion) to (a) suspend and/or terminate any or all Services being provided to Customer and/or (b) terminate any or all outstanding CSOs and/or this Agreement. If the Customer Default materially, adversely affects the carrier's network, Hudson Fiber Network may take such actions immediately and without prior notice to Customer. If the Customer Default does not materially, adversely affect the carrier's network, Hudson Fiber Network shall provide adequate notice (at least two business days) of Hudson Fiber Network's intentions to suspend and/or terminate service. Such notice may be provided via electronic mail. If this Agreement is terminated due to a Customer Default, such termination shall not reduce or in any other way affect Customer's remaining minimum monthly commitments required under any CSO for fulfillment of the applicable, then current term(s). Hudson Fiber Network shall at all times be entitled to all rights available to it at law and in equity; and, Customer agrees to pay Hudson Fiber Network's reasonable expenses (including attorney and collection agency fees) incurred in the enforcement of Hudson Fiber Network's rights in the event of a Customer Default. If Hudson Fiber Network terminates a Service pursuant to this Section 7, Hudson Fiber Network may, in its sole discretion, agree to resume the discontinued Service after it is reasonably satisfied Customer has cured the breach(es) which gave rise to Hudson Fiber Network's right to suspend the Service. Hudson Fiber Network may charge a reinstatement fee to resume the discontinued Service.

## 8. Taxes and Fees

All charges for Service are exclusive of Applicable Taxes (as defined below). Except for taxes based on Hudson Fiber Network's net income, Customer will be responsible for all applicable taxes, fees, surcharges, or other charges or impositions that arise in any jurisdiction, including, without limitation, value-added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges, however designated, imposed on, incident to, or based upon the provision, sale or use of the Service or equipment (collectively "Applicable Taxes"). Customer shall pay such taxes or charges and indemnify Hudson Fiber Network from any liability or expense incurred by Hudson Fiber Network in connection with such taxes or charges. If Customer is entitled to an exemption from any Applicable Taxes for a particular Service, Customer is responsible for presenting Hudson Fiber Network with a valid exemption certificate in a form reasonably acceptable to Hudson Fiber Network. Hudson Fiber Network will give effect to any such exemption certificate on a prospective basis from and after Hudson Fiber Network receipt of such exemption certificate.

## 9. Regulatory and Legal Changes

In the event of any change in applicable law, regulation, decision, rule or order that materially increases the costs or other terms of delivery of Service, Hudson Fiber Network and Customer will negotiate regarding the rates to be charged to Customer to reflect such increase in cost and, in the event that the parties are unable to reach agreement respecting new rates within thirty (30) days after Hudson Fiber Network's delivery of written notice requesting renegotiation, then (a) Hudson Fiber Network may pass such increased costs through to Customer, and (b) if Hudson Fiber Network elects to pass such increased costs through to Customer, Customer may terminate the affected Service without termination liability by delivering written notice of termination no later than thirty (30) days after the effective date of the rate increase.

## 10. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, HUDSON FIBER NETWORK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF ERROR-FREE, UNINTERRUPTED OR COMPLETELY SECURE USE OR NONINFRINGEMENT. ALL SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED AND PERFORMED ON AN "AS-IS", "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF SERVICES IS SOLELY AT ITS OWN RISK.

## 11. LIMITATION OF LIABILITIES

IN NO EVENT SHALL EITHER PARTY OR ITS PRINCIPALS, SHAREHOLDERS, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AFFILIATES, CONTRACTORS, SUBCONTRACTORS, OTHER AGENTS, SUBSIDIARIES OR PARENT ORGANIZATIONS (THE PARTY'S "GROUP") BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR ANY OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. Hudson Fiber Network shall not be responsible for any liabilities caused by (i) any acts of negligence by Customer, any member of Customer's Group or any other third party; (ii) any act by Customer or any member of Customer's Group in violation of Customer's obligations under this Agreement; (iii) any use of the Services by Customer or any member of Customer's Group for which it is not designed or intended; (iv) any modification, addition or alteration to the Services; and (v) any casualty event out of the control of Hudson Fiber Network. Notwithstanding anything to the contrary, in no event shall Hudson Fiber Network be liable to Customer, any member of Customer's Group or any other third party for any damages for any cause whatsoever, and regardless of form of action, for any amount which when taken in aggregate with all amounts owed or paid by Hudson Fiber Network to Customer or a member of Customer's Group exceeds the highest aggregate amount paid by Customer to Hudson Fiber Network pursuant to this Agreement over the course of the most recently completed calendar year or, if the Agreement has been in place for less than a full calendar year, over the term of the Agreement.



## **12. Compliance with Law**

Use of the Services by Customer or any person accessing Services provided Customer shall be in accordance, and comply, with all applicable laws, regulations and rules. Customer shall obtain all approvals, consents and authorizations necessary or advisable to conduct its business and initiate or conduct any transmissions over any facilities covered by this Agreement.

## **13. Indemnity**

a. Customer and Hudson Fiber Network shall defend, indemnify and hold harmless the other and its respective Group from and against any and all claims for damage to tangible property or bodily injury, including claims for wrongful death, to the extent that such claim arises out of the gross negligence or willful misconduct of the indemnifying party and its respective Group.

b. Customer will defend, indemnify and hold harmless Hudson Fiber Network and its Group from and against any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or un-liquidated, including without limitation, all reasonable costs and expenses incurred including all reasonable litigation costs and attorneys' fees arising out of, resulting from or based upon any complaint, claim, action, proceeding or suit (i) of any third party based upon an alleged defect in or failure of Service, or (ii) arising from or related to Customer's failure to obtain approval, consent or authorization or Customer's violation of any applicable law, rule or regulation.

## **14. Resale of Services**

Customer may resell the Services so long as the service agreement with the end user is not less restrictive than this Agreement and allows Hudson Fiber Network to step into the provider role in the case of a provider default.

## **15. Force Majeure**

Hudson Fiber Network may adjust or suspend its performance to the extent performance is beyond Hudson Fiber Network's reasonable control for reasons including, without limitation, acts of God, fire, explosion, atmospheric conditions such as rain fade, cable cut, governmental action, technological impracticability, national emergencies, war, riot, insurrection, terrorism, vandalism, or labor difficulties such as work stoppages, strikes, or lockouts.

## **16. Confidentiality**

a. Each party hereby acknowledges that, in connection with this Agreement and performance under this Agreement, it may have access to confidential and proprietary material of the other party, its other service providers, carriers, contractors, subcontractors, partners, consultants, employees, or other agents, provided, however, that in no case shall Confidential Information include (i) any information that is or becomes a part of the public domain without breach of a duty of confidentiality; (ii) any information that can definitively evidence was properly in its possession prior to receipt from the other party and is not otherwise subject to a duty of confidentiality; and (iii) any information that a party is under a legal or regulatory duty to disclose to appropriate authorities (in which case, the party shall provide written notice to the other party regarding such duty to disclose as soon as reasonably possible).

b. Each party shall (i) use Confidential Information only for the purpose of performing obligations under this Agreement; (ii) disclose Confidential Information only to its employees and agents who have a need to know the Confidential Information in order to assist in performance under this Agreement and ensure that all such employees and agents understand and adhere to all covenants of this Section 15; (iii) take all reasonable steps necessary to hold and maintain the Confidential Information in strict confidence and, except as otherwise provided, in this Section 15, not disclose any Confidential Information to a third party without prior written consent by the other party; (iv) not use any Confidential Information in a way which would be detrimental to the other party; and (v) return all Confidential Information to the disclosing party upon termination of this Agreement.

c. Each party recognizes and agrees that the ascertainment of damages in the event of a breach or threatened breach of any covenant in this Section 15 would be difficult, if not impossible, and further that the various rights and duties created hereunder are extraordinary and unique so that a party will suffer irreparable injury that cannot adequately be compensated by monetary damages in the event of the other party's breach or threatened breach of such covenants. Each party therefore agrees that the other party, in addition to and without limiting any other remedy or right it may have, shall have the immediate right to obtain a preliminary or final injunction against the disclosing party issued by a court of competent jurisdiction enjoining any such alleged breach or violation without posting any bond that might otherwise be required, and each party agrees that it shall not plead the adequacy of any relief at law (including monetary damages) as a defense to the other party's petition, claim or motion for any injunctive relief.

## **17. Equipment**

If Customer is provided equipment in connection with the provision of Services, the following provisions shall apply:

a. Customer acknowledges that the equipment is owned by Hudson Fiber Network and that the equipment shall, at all times, remain the property of Hudson Fiber Network. Customer shall not pledge, lease, sell, transfer, mortgage, otherwise encumber, give away, remove, relocate, attach any electrical or other devices to, alter or tamper with the equipment (or any notice of ownership thereon). Hudson Fiber Network reserves the right to make such filings or take such other actions as Hudson Fiber Network, in its sole discretion, deems necessary or appropriate to evidence its ownership rights in the equipment. Customer agrees to execute all documents required to make such filings or accomplish such actions.

b. Hudson Fiber Network reserves the right to, at any time, alter the equipment and the features and functionality of the equipment. Hudson Fiber Network will use reasonable efforts to schedule maintenance and replacement of equipment to minimize interference with, or interruption of, Services, but shall have no liability for interruptions in Services arising out of, or related to, maintenance or replacements. Hudson Fiber Network may charge Customer for any repairs or replacement required due to damage or misuse of the equipment (normal wear and tear excepted). In addition, if the equipment is defective, damaged, destroyed, tampered with, involved in an accident, stolen or otherwise removed, Customer shall notify Hudson Fiber Network immediately and may be held liable for repair or replacement if such notification is not immediately provided.

c. Upon termination of Services, Customer will contact Hudson Fiber Network to schedule return of the equipment. All equipment must be returned in undamaged and full working order (normal wear and tear excepted). If not returned in such condition, Customer shall pay Hudson Fiber Network the cost of repair or replacement, at fair market value, as determined by Hudson Fiber Network.

## **18. Regulatory Matters**

Customer acknowledges that the Services will be subject to the laws and regulations of multiple jurisdictions. Hudson Fiber Network may cancel or suspend any Service, without liability, immediately with notice to Customer if provision of that Service, or any portion thereof, is determined to be a violation of any applicable law, rule or regulation.



**19. Relationship of Parties**

Hudson Fiber Network and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Hudson Fiber Network and Customer. Neither Hudson Fiber Network nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Neither Hudson Fiber Network nor Customer grants the other the right to use its trademarks, service marks, trade names, logos, copyrights or other intellectual property rights or other designations in any promotion, publication or press release without the prior written consent of the other party in each case.

**20. Choice of Law/Venue**

Any disputes concerning this Agreement shall be governed by and determined under New Jersey. Exclusive venue for any disputes arising under this Agreement shall be in Paramus, New Jersey.

**21. Miscellaneous**

(a) Customer shall not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Hudson Fiber Network which consent shall not be unreasonably withheld; (b) To the extent otherwise permissible, Hudson Fiber Network shall provide Customer the option of assignment of this Agreement directly to the upstream carrier in the event that Hudson Fiber Network is unable to continue managing the Services; (c) This Agreement will be binding upon and inure to the benefit of all successors and permitted assigns of the parties, who will be bound by all of the obligations of their predecessors or assignors; (d) Hudson Fiber Network will retain title to all parts and materials used or provided by Hudson Fiber Network or third parties acting on its behalf in the performance and/or furnishing of the Services; (e) No rule of construction requiring interpretation against the draftsman hereof shall apply in the interpretation of this Agreement; (f) The provisions of this Agreement are for the benefit only of the parties hereto, and no third party may seek to enforce or benefit from these provisions; (g) If any term or provision of this Agreement shall be determined to be invalid or unenforceable by a court or body of competent jurisdiction, then: (1) this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent; and (2) the remainder of this Agreement shall be valid and enforceable; (h) The failure of either party to enforce any provision hereof shall not constitute the permanent waiver of such provision; (i) Sections 5, 7, 8, 10, 11, 13, 16, 17, 18, 19 and 20 shall survive any termination of this Agreement; (j) This Agreement, appurtenant schedules, annexes, riders and CSOs constitutes the complete and exclusive statement of the understanding between the parties and supersedes all proposals and prior agreements (oral or written) between the parties relating to the content of this Agreement and the provision of the Services; (k) ) Except where otherwise expressly stated in this Agreement, and subject to the limitations set forth in Section 10, the rights and remedies provided for herein are cumulative and not exclusive of any rights or remedies that a party would otherwise have; (l) Captions and paragraph headings are used merely for reference purposes and do not affect and shall not be interpretative of the context in any manner; (m) This Agreement may be signed in counterparts, each of which when executed, shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

**22. Remote Hands Services**

Hudson Fiber Network can provide additional installation and technical services, herein referred to as "Remote Hands", to Customer. Remote Hands services include but are not limited to onsite installation and technical support as well as additional provisioning and engineering services as needed. Hudson Fiber Network will inform Customer if Remote Hands services are required and Customer must agree in writing or email to the charges. Hudson Fiber Network will invoice the Customer at a rate of two hundred dollars (\$200) per hour for Remote Hands services.

**In Witness Whereof, this Master Services Agreement has been entered into by and between the parties as of the date first written above.**

**Customer to complete:**

**Customer Name:** \_\_\_\_\_  
(Complete Legal Name)

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** Sr. Director of IT \_\_\_\_\_

**Street address for notices:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax number:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Hudson Fiber Network to complete:**

**HUDSON FIBER NETWORK, INC.**

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** Keith Lopez \_\_\_\_\_

**Title:** Vice President of Operations \_\_\_\_\_

**Street addresses for notices:** \_\_\_\_\_

12 State Route 17 North, Suite 120

Paramus, NJ 07652

**Phone:** (888) HFN - 4573 \_\_\_\_\_

**Fax number:** (201) 221 - 7567 \_\_\_\_\_

**Email address:** klopez@hudsonfiber.com \_\_\_\_\_



## Process and Installation Terms

This document contains process and installation terms and conditions. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed in the Master Service Agreement dated as of \_\_\_\_\_ by and between Hudson Fiber Network, Inc. ("Hudson Fiber Network") and \_\_\_\_\_ ("Customer").

### **Abbreviations and Definitions**

- CAS:** *Circuit Activation Summary* - Start of service notification document issued by Hudson Fiber Network to Customer indicating installation is complete. A CAS is also issued upon a CNR designation.
- CNR:** *Customer Not Ready* - Status designation indicating a failure by Customer to complete a required step in the installation procedure.
- DLR:** *Design Layout Record* - Document issued by local access and/or IXC provider indicating facilities used in local access design.
- LOA/CFA:** *Letter of Authorization/Carrier Facility Assignment* - Document issued by Hudson Fiber Network (or a third party) to Customer authorizing Customer to order cross connect with specific vendor and also containing specific assignment on Hudson Fiber Network controlled facilities.
- MRC:** *Monthly Recurring Charge* - Amount to be paid on a per month basis to Hudson Fiber Network by Customer for Services. MRC billing will commence as of the date of installation completion as described below or CNR designation, as the case may be.
- OCL:** *Order Confirmation Letter* - Document issued by Hudson Fiber Network to Customer confirming receipt of order and containing Hudson Fiber Network order number and other pertinent circuit information.
- Provisioner:** Hudson Fiber Network installation coordinator who facilitates installation between Customer and carrier.
- Provisioning Document:** Document setting forth technical specifications for installation and operation.

### **Order Confirmation Letter**

Hudson Fiber Network will issue Customer an OCL and a form of Provisioning Document upon completion of an order entry into the Hudson Fiber Network ordering system. The form of Provisioning Document must be completed and returned by Customer within 15 days of receipt of the form. If Customer fails to complete and return the Provisioning Document within the 15-day period, Hudson Fiber Network will designate the order CNR. Upon making such designation, a CAS will be issued to Customer. MRC billing will commence as of the date of the designation. Hudson Fiber Network will continue to work with Customer to complete the installation.

### **Implementation Intervals**

Intervals are dependent on the product type ordered. The Hudson Fiber Network sales representative will make an effort to ensure service is ordered as ONNET with the appropriate upstream carrier based on price-points, capacity, and overall service application needs. The service implementation interval will not begin until the Provisioner receives a completed Provisioning Document, which will be sent after issuance of the OCL. Should any information be missing or incorrect, the Provisioner will work with sales representative and Customer to obtain the necessary items.

### **LOA/CFA Issuance**

The LOA/CFA will be issued once the order has been designed and is ready for cross connect placement. Customer will be responsible for ordering cross-connect and all associated costs. Customer shall place the cross connect and send the DLR to the Provisioner, which will include the cross connect work order ID number, within 10 business days of the date the LOA/CFA is issued. If Customer fails to place the cross connect and send the DLR within the 10-day period, Hudson Fiber Network will designate the order CNR. Upon making such designation, a CAS will be issued to Customer. MRC billing will commence as of the date of the designation. Hudson Fiber Network will continue to work with Customer to complete the installation.

### **Installation**

Once the pre-testing has been completed, a turn up date will be scheduled with Customer and the carrier hosted by the Provisioner. If Customer ordered third-party services, it is the responsibility of Customer to contact the Provisioner to test and turn up the service on the turn up date scheduled. All arrangements for changes regarding the installation of services must be made through the Provisioner at least two (2) business days prior to the turn up date. If circuit installation or test is requested to be performed outside of normal business hours (M-F, 8 a.m. – 6 p.m. MST), Customer must coordinate with Hudson Fiber Network service delivery support or Provisioner at least 48 hours in advance.

### **Customer Ready**

On the designated FOC date/scheduled turn up date, the Provisioner will contact Customer to perform end-to-end testing. Upon completion of successful testing, start of service will commence and a CAS will be issued to Customer. MRC billing will commence as of the date of such completion.

### **Customer Not Ready**

On the designated turn up date, the Provisioner will contact Customer to perform end-to-end testing. In the event the Provisioner is unable to reach Customer's technician or if Customer is not ready to test end-to-end on the designated turn up date, Hudson Fiber Network will designate the order CNR. Upon making such designation, a CAS will be issued to Customer. MRC billing will commence as of the date of the designation. Hudson Fiber Network will continue to work with Customer to complete the installation.