

Ripple Fiber New Mexico, LLC

**Regulations and Schedule of Intrastate Charges
Applying to Local End-User Telecommunications Service
Within the State of New Mexico**

Issued: February 20, 2025

Effective: February 20, 2025

Issued by: Josh Runyon, Ripple Fiber New Mexico, LLC,
6000 Fairview Road, SouthPark Towers, Suite 300, Charlotte, NC 28104

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Ripple Fiber New Mexico, LLC

Tariff No. 1

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CHECK SHEET

The pages of this tariff, as listed below, are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

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TARIFF FORMAT

Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 34 cancels the third revised page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. User should consult the check page for the page currently in effect.

Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

- 2.
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Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages (“Check List”) accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). User should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

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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.
- N To signify new rate or regulation.
- R To signify reduced rate.
- T To signify text change

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APPLICATION OF TARIFF

This tariff applies only for the use of Company Services between points within the State of New Mexico and sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of such Services by Ripple Fiber New Mexico, LLC, hereinafter referred to as the Company, to customers within the State of New Mexico.

This tariff is governed and interpreted according to the laws of New Mexico.

The Company has been authorized by the New Mexico Public Regulation Commission to provide competitive telecommunications services to customer throughout the State of New Mexico.

The obligations of the Company to provide Service is dependent on its ability to procure, construct and/or maintain facilities to meet Customer requirements.

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company's services may be established at negotiated ICB rates taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such ICB rates and charges will be offered to the Customer in writing and on a non-discriminatory basis, and will be structured to recover an amount that is not less than the Company's cost of providing the service. Unless otherwise specified in such ICB contracts, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contracts, and shall be binding on the Company and the Customer.

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SECTION 1 - DEFINITIONS

Authorized User – A person, firm, corporation, or other entity who is authorized by the Customer to be connected to the service of the Customer under the terms and regulations of this tariff.

Commission – The New Mexico Public Regulation Commission.

Company – Used throughout this tariff to refer to Ripple Fiber New Mexico, LLC, unless otherwise clearly indicated by the context.

Customer – A person or entity that subscribes to the Company’s Services.

Customer Premises – the Customer’s premises identified in the Service Order and which are to be made available by the Customer for use by the Company for the provision of or Services.

Debit Account – An account which consists of a pre-paid usage balance depleted on a real time basis during each Debit Service Call.

End User – Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Individual Case Basis (ICB) – A service arrangement for Services the Company will make available to customers in a non-discriminatory manner on rates, terms and conditions that may supplement, or supercede, this tariff as determined by individual circumstances.

Interruption – The inability to complete communications due to equipment malfunction or human errors, but shall not include the failure of any service or facilities provided by an entity other than the Company.

Point of Connection – The active network in which Authorized Users access Services.

Services – Any intrastate facilities based point-to-point private line service provided by the Company offered pursuant to the terms of this tariff.

Service Order – A document that outlines Services that the Customer requires.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish Services to Customers pursuant to the terms of this tariff between points within the State of New Mexico.

Customers 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.

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

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) 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 which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this tariff;
 - (2) the Customer is in violation of Company's Policies, Terms and Conditions (See www.ripplefiber.com); or
 - (3) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of New Mexico regardless of its choice of laws provision.
- (F) No other telecommunications provider may 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.

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.3 Terms and Conditions, Cont'd.

- (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.
- (H) Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address.
- (I) The Company may refuse to provide basic local exchange service to anyone that refuses to provide positive identification.

2.1.4 Liability of the Company

- (A) 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 2.6. The extension of such allowances for Interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- (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 any 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 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 when it does not involve the company's employees.

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Liability of the Company, Cont'd.

- (C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- (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 Customer-provided equipment or facilities.
- (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 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 against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (H) **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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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.5 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.

The Company will perform adequate scheduling so as to provide service to a customer at a mutually agreed upon time.

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. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (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 reasonable times, but shall not thereby alter the technical parameters of the service provided the Customer.

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.6 Provision of Equipment and Facilities, Cont'd

- (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 it was provided by the Company.
- (E) The Customer shall be responsible for the payment of service charges as set forth herein or as agreed upon in writing or notification by Company personnel prior to performance of any labor or deployment of any software or hardware in resolution of a service difficulty or trouble report at the Customer's premises resulting from the use of equipment or facilities provided by any party other than the Company, including but not limited to the customer for visits by the Company's 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.
- (G) The Company's responsibility for the maintenance of facilities and equipment used in the provision of service to the Customer shall end at the network interface located on the outside of the customer's premises, unless otherwise expressly provided in these tariffs.

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

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 not presently 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 quantity greater than that which the Company would normally construct;
- (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.

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SECTION 2 - REGULATIONS, CONT'D.

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.
- (B) The Company may require business 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 laws and Commission regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (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.
- (E) Additional prohibitions are included in Company's www.ripplefiber.com or available via written request to Ripple Fiber New Mexico, LLC, 6000 Fairview Road, SouthPark Towers, Suite 300, Charlotte, NC 28104.

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SECTION 2 - REGULATIONS, CONT'D.

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 conduits necessary for installation of fiber optic cable and associated equipment used to provide telecommunication services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with 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's 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;

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SECTION 2 - REGULATIONS, CONT'D.

2.3 Obligations of the Customer, Cont'd.

2.3.1 General, Cont'd.

- (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, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating any liens or other encumbrances on the Company's equipment or facilities; and
- (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 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (A) any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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SECTION 2 - REGULATIONS, CONT'D.

2.4 Customer Equipment and Channels

2.4.1 General

An Authorized 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 or data telephonic signals, except as otherwise stated in this tariff. An Authorized User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic and data communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- (A) Terminal equipment on the Customer's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer 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.

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SECTION 2 - REGULATIONS, CONT'D.

2.4 Customer Equipment and Channels, Cont'd.

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 telecommunication services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (B) Telecommunication services may be connected to the services or facilities of other telecommunications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other telecommunications carriers that 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 comply with all applicable federal and state legal and regulatory requirements; and all Authorized User-provided wiring shall be installed and maintained in compliance with all such legal and regulatory requirements.

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SECTION 2 - REGULATIONS, CONT'D.

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 such action 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 Payment Arrangements

2.5.1 Nondiscriminatory Service

The Company will not discriminate against nor penalize a customer for exercising a right granted under this section or under applicable law. The Company will provide all services described under this tariff in compliance with the following:

- (A) The Company will not make a statement or representation, including an omission of material information, regarding the rates, terms, or conditions of providing a basic local exchange service that is intentionally false, misleading, or deceptive.
- (B) The Company will not charge a customer for a subscribed service for which the customer did not make an initial affirmative order. Failure to refuse an offered or proposed service is not an affirmative order for the service.
- (C) If a customer cancels a service, the Company will not charge the customer for service provided after the effective date that the service was canceled.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd

2.5.2 Payment for Service

(A) Facilities and Service Charges

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

(B) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

(C) Returned Check Charge

A fee of \$25 will be charged whenever a check or draft presented for payment for Service is not accepted by the institution on which it is written.

SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd

2.5.3 Billing and Collection of Charges

- (A) The Company shall render a bill during each billing period to every Customer. Date of rendition of the Company's bill for service shall be the 1st of each calendar month. The final payment date shall be the 1st day of the current month. The billing period shall be monthly unless otherwise specified in Customer's agreement of service.
- (B) Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- (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 rata 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 first day following the date on which the Company notifies the Customer that the service or facility is available for use.
- (E) Billing accrues through, and includes the day of, discontinuance by either party. If service is disconnected by the Company in accordance with Section 2.5.6, and later restored, restoration of service will be subject to all applicable restoration and installation charges.
- (F) If partial payment of a bill is made, then the Company shall first credit the partial payment to the oldest outstanding charges and then as determined by the Company.
- (G) In the adjustment of charges for erroneous billing or for overbilling by the Company, a credit towards client's existing service, shall be made in the amount of excess charges when such amount can be determined for the period of up to one year before the request for an adjustment is made by the Customer. No adjustments, credits, or refunds shall be made for any other prior period of time.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.4 Advance Payments

The Company may require the prepayment of one (1) billing period's charges for service as a condition of service. If a Customer's service is subject to usage-sensitive pricing, then the prepayment shall not be more than the average of charges for similar services purchased in the Customer's exchange during the most recent calendar year for which data are available. 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.

2.5.5 Deposits

- (A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges, except as stated in (E) below. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- (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. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- (D) No deposit will be charged for a lifeline Customer that voluntarily elects to receive toll blocking service.
- (E) The Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address.
- (F) The Company may refuse to provide basic local exchange service to anyone that refuses to provide positive identification.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.6 Discontinuance of Service

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by providing the requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service to Customers without incurring any liability.
- (F) In the event of fraudulent use of the Company's network by Customers, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- (G) Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.7 Cancellation of Application for Service

- (A) When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (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 incurred by the Company, 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 commenced.
- (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 by the Company, 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, maintenance, taxes, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.5.7(A) through 2.5.7(C) will be calculated and applied on a case-by-case basis.

2.5.8 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.

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SECTION 2 - REGULATIONS, CONT'D.

2.6 Allowances for Interruptions in Service

Interruptions in service that are not caused by the Customer, or during which the Company does not provide a satisfactory replacement service, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the Interruption affects.

2.6.1 Credit for Interruptions

- (A) A credit allowance will be made when an Interruption occurs because of a failure of any component furnished by the Company under this tariff. An Interruption period begins from the time the Customer's service is reported or is found to be out of service. An Interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) The Company will consider the duration, extent, nature, and cause(s) of the service Interruption and make a determination whether, and in what amount, a bill credit may be given.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (A) Interruptions due to the cause of, negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, or joint user;
- (B) Interruptions of service during any period in which the Company is not given full and free access by the Customer to its facilities and equipment for the purpose of investigating and correcting Interruptions;
- (C) Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (D) Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (E) Interruption of service during a time period in which the Company provides a satisfactory replacement service.

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SECTION 2 - REGULATIONS, CONT'D.

2.7 Restoration of Service

When a Customer's Basic Local Exchange Service has been shutoff in accordance with this tariff, the Company will restore Service promptly, but not later than one (1) working day after the Customer's request, after the cause for the shutoff of service has been cured or credit arrangements satisfactory to the Company have been made. Before restoring service, the Company reserves the right to require one or more of the following:

- A. Payment of the total amount due on all of the Customer's delinquent and shutoff accounts for basic local exchange service and regulated toll service owed to the Company;
- B. An arrangement or settlement agreement requiring the payment of all amounts owed to the Company for basic local exchange service and regulated toll service;
- C. Payment of a restoration charge and any applicable installation charges;
- D. Payment of an advance payment and/or security deposit pursuant to Section 2.5.4 and 2.5.5 of this tariff.

Any payments required for service restoration may be made by the Customer in any reasonable manner, except that payment by personal check may be refused by the Company if the Customer has tendered payment by a check that had been dishonored during the previous three (3) years, excluding bank error.

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SECTION 2 - REGULATIONS, CONT'D.

2.8 Cancellation of Service

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 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as 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 2.5.3.

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

- (A) all unpaid non-recurring charges reasonably expended by the Company to establish service to the Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- (C) all recurring charges specified in the applicable Service Order tariff incurred prior to disconnection, cancellation or termination; minus
- (D) a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

2.9 Transfers and Assignments

The Customer may not 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.

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SECTION 2 - REGULATIONS, CONT'D.

2.10 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 the 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.
- (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.

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SECTION 2 - REGULATIONS, CONT'D.

2.11 Formal and Informal Procedures

For Residential Customers, informal complaints will be handled by the Company's customer service department, which will use good faith efforts to informally resolve the dispute. If the Company and the Residential Customer are unable to informally resolve the dispute, the customer may file a formal complaint with the Commission.

2.11.1 Alternative Dispute Resolution

The following provisions apply if the formal complaint is for \$10,000 or less or if the customer elects to pursue an alternative means of dispute resolution.

- (A) The customer shall file a formal written complaint with the Commission.
- (B) For a period of 60 days after the date the complaint is filed, the parties shall attempt alternative means of resolving the complaint.
- (C) If the customer and the Company cannot agree on an alternative means of dispute resolution within 10 days, they shall participate in a mediation proceeding conducted by an administrative law judge or other person designated by the Commission.
- (D) If mediation is utilized, the mediator will provide a recommended settlement to the parties within 60 days after the written complaint was filed.
- (E) Within 7 days after the date of the recommended settlement, each party shall file with the Commission a written acceptance or rejection of the recommended settlement. A party's failure to file a timely acceptance or rejection shall be deemed to be a rejection of the recommended settlement.
- (F) If the parties accept the recommended settlement, then the recommendation will be adopted by the Commission as a final order.
- (G) If a party rejects or fails to respond to the recommended settlement, then the complaint shall proceed to a contested case hearing before the Commission.

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SECTION 2 - REGULATIONS, CONT'D.

2.11 Formal and Informal Procedures, Cont'd.

2.11.1 Alternative Dispute Resolution, Cont'd.

- (H) If the complaint involves a monetary dispute, the party who rejects the recommended settlement shall pay the opposing party's actual costs of proceeding to a contested case hearing, including attorney fees, unless the final order of the commission is more favorable to the rejecting party than the recommended settlement under this section. A final order is considered more favorable if it differs by 10% or more from the recommended settlement in favor of the rejecting party. If both parties reject the recommended settlement, then each party shall be responsible for its own costs and attorney fees.

2.11.2 Payment of Amount Not In Dispute

- A. If a customer files a formal complaint with the Commission, then the Company may require the Customer to pay an amount equal to the part of the bill that is not in dispute.
- B. The amount that is not in dispute shall be determined by the Company.
- C. If the Customer fails to pay to the Company the amount that is not in dispute, then the Company may shut off service consistent with this tariff.

2.12 Customer Access to Information

The Company will publish, or will arrange by agreement with the incumbent local exchange carrier or other directory provider to publish, on a page preceding the alphabetical listings in its telephone directories, in a prominent manner, and without charge, all of the following information:

- A. The telephone number and address of the Company where the customer may inquire about telephone service.
- B. The telephone number and address of the Commission where a customer may file a formal complaint regarding a service regulated by the Commission.

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SECTION 3 - SERVICE OFFERINGS

3.1 Service Offerings

The Company will provide point-to-point and point-to-multipoint lit fiber services through fiber optic cable owned or controlled by the Company and connecting a Customer's or User's locations to one another.

3.2 Service Period

The period for which Service will be provided by the Company to the Customer or User shall be the period specified in the contract between the Customer and the Company.

3.3 Individual Case Basis Arrangements

Rates for interexchange dedicated access, private line, or non-switched services may be determined by an ICB. ICB rates will be structured so as not to be less than the amount necessary to recover the Company's cost of providing the service.

3.4 Customer Access to Information

Provision of service may require special construction of Facilities and equipment by the Company. Special construction arrangements of Facilities may be undertaken by the Company at the request of the Customer or User and upon determination by the Company that such arrangements are appropriate in the particular instance.

3.5 Survey and Design

Prior to engaging in any special construction, survey and design studies may be required. Should that be the case, the Company and the Customer may agree to arrange for the performance of those studies, the review and acceptance thereof by both the Company and the Customer, and the appropriate charges, therefore. Failure to agree on the performance or such studies, the acceptability thereof, or the charges, therefore, shall constitute grounds for denial of the requested service by the Company.

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3.6 Charges for Special Construction

All recurring and non-recurring charges for special construction shall be set forth in the contract between the Company and the Customer, and shall be the responsibility of the Customer, regardless of the projected charges for the provision of service by the Company.

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SECTION 4 RATES AND CHARGES

4.1 Service Rates

Company Services not subject to ICB between locations designated by a Customer and/or such locations and a Company facility location are subject to the following monthly rates:

Service	Term	Current Rate	Maximum Rate
2.5G Lit Fiber	12 Months	\$20,000.00	\$45,000.00
	24 Months	\$15,000.00	\$30,000.00
	36 Months	\$12,500.00	\$27,250.00
	50 Months	\$10,000.00	\$25,000.00
5G Lit Fiber	12 Months	\$25,000.00	\$55,000.00
	24 Months	\$20,000.00	\$40,000.00
	36 Months	\$15,000.00	\$35,000.00
	60 Months	\$12,500.00	\$30,000.00
10G Lit Fiber	12 Months	\$30,000.00	\$60,000.00
	24 Months	\$25,000.00	\$55,000.00
	36 Months	\$20,000.00	\$40,000.00
	60 Months	\$15,000.00	\$35,000.00

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SECTION 4 RATES AND CHARGES

4.2 Service Charges

4.2.1 Delinquency Charges

A. For each month for which the customer has a delinquent undisputed unpaid balance the company will apply a \$25 late fee.

B. If the customer has an unpaid balance from a previous bill the company will print a notice upon the customer's bill stating that they are delinquent and must pay the undisputed portion of the bill by the due date upon that bill to avoid a suspension of service.

C. Service will be suspended upon the 23rd of the month, or upon the next business day if the 2nd bill has gone unpaid.

D. The reconnection fee for service, once suspended, will be \$35.00.

E. The customer must pay their unpaid balance in full, or a payment agreement must be agreed upon by both parties in advance of service restoration.

F. The company reserves the right to charge an additional \$150.00 deposit to restore service which will be refunded to the customer after 6 months of good standing.

G. If permanently disconnected all equipment not returned in working order may be charged for at current market rates for restocking purposes.

H. If permanently disconnected and collections action are undertaken, the appropriate court filing fee, the process server's fee and a collection processing fee of \$50.00 will be applied to the customer's account. The company also reserves the right to charge actual expenses incurred to remedy all damages incurred during the collection process.

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4.2 Service Charges

4.2.2 Out-of-Normal Work Hours Charges

The charges specified in this Section 4 do not contemplate work being performed by Company employees at a time when overtime wages apply due to the request of the Customer, nor do they contemplate work once begun being interrupted by the Customer. If the Customer requests labor be performed at hours of the day or days of the week other than during normal working hours or days (8:00 a.m. to 4:30 p.m., Monday through Friday), or during holidays, or if the Customer interrupts work once begun, an additional charge, equal to the actual higher costs incurred by the Company for overtime and materials, may be imposed.

4.2.3 Maintenance and Service Charges

The Customer may be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Customer's premises when the difficulty or trouble results from the equipment or Facilities provided by the Customer, or when failure in the Company's equipment or Facilities is attributable to the Customer or their agents. Said cost shall be based upon the current labor rate and material costs of the Company in effect at the time of the visits.

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SECTION 5 SERVICE AREAS

5.1 Service Areas

The Company has been authorized by the New Mexico Public Regulation Commission to provide Services throughout the State of New Mexico.

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