

Bluestem Fiber, LLC

Nebraska PSC Tariff No. 1
Competitive Local and Interexchange Services
Original Page 1

BLUESTEM FIBER, LLC
NEBRASKA
TARIFF SCHEDULE
APPLICABLE TO LOCAL AND INTEREXCHANGE SERVICES

Received

OCT 20 2016

NPSC Comm. Dept.

ISSUED: October 20, 2016

EFFECTIVE: January 1, 2017

By: Gregory A. Dynek
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CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NONE

OTHER PARTICIPATING CARRIERS

NONE

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CHECK SHEET

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EFFECTIVE: January 01, 2017 2016

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NPSC Comm. Dept.

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ISSUED: October 20, 2016

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EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify increased rate.
- (M) To signify material relocated from or to another part of Tariff Schedule with no change in text, rate, rules or conditions.
- (N) To signify new materials including listing, rate, rule or condition.
- (R) To signify reduced rate.
- (T) To signify change in text but no change in rate, rule or condition.

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OCT 20 2016

NPSC Comm. Dept.

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SECTION 1. APPLICATION OF TARIFF

- 1.1 This Tariff applies to the furnishing of Competitive Local Exchange and Interexchange Services by Bluestem Fiber, LLC (the “Company”) within the State of Nebraska. Local Exchange Services are furnished for the use of business and residential end users in placing and receiving local telephone messages within a local calling area. Pursuant to this Tariff and as described in more detail in subsequent sections, the Company provides local service to customers via leasing of unbundled network elements and purchase of services purchased from the incumbent local exchange carrier (“ILEC”), including dial tone, emergency services (9-1-1), and CLASS features and long distance service via resale of interexchange services purchased from an underlying interexchange carrier (“IXC”). Upon completion of its network facilities, the Company may provide local service to customers via its own facilities in addition to or in the alternative to its current leasing arrangement.
- 1.2 This Tariff applies only for the use of the Company’s services for communications within local, intraLATA and interexchange calling areas and to accommodate both switched and special access services and to obtain access to the intrastate services offered by other service providers.
- 1.3 The provision of Local Exchange and Interexchange Services is subject to the regulations specified in this Tariff, and may be revised, added to, or supplemented by superseding issues.
- 1.4 All offered services described herein are subject to available facilities and authorization from the local municipalities in the jurisdictions where the services are offered.
- 1.5 The Company may offer various unregulated services in conjunction with or ancillary to its regulated services.
- 1.6 When services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as a part of the regulated or unregulated services offered by that company, the Company’s regulations apply only to the use of the Company’s services and facilities.

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SECTION 2. DEFINITIONS

Certain terms used generally throughout this Tariff are defined below.

Authorized User: A person, firm or corporation which is authorized by the Customer or Joint User to be connected to the service of the Customer or Joint User, respectively.

Bluestem: Bluestem Fiber, LLC

Calls: Telephone messages completed by Customers.

Central Office: A unit of Bluestem's system that provides service to the general public and has the necessary equipment and operating arrangements for terminating and interconnecting Customer lines and trunks or trunks only. More than one (1) central office may occupy a building.

Charges: Monthly recurring and nonrecurring amounts billed to Customers for services.

Commission: The Nebraska Public Service Commission.

Company: Bluestem Fiber, LLC, the issuer of this Tariff.

Customer: Any person, firm, association, corporation, agency of the federal, state or local government, or legal entity responsible by law for payment of rates and charges and for compliance with the regulations of Bluestem.

DA: Directory Assistance.

Disconnect or Disconnection: The disabling of circuitry to prevent outgoing and/or incoming calls.

Due Date: The last day for payment of a bill without unpaid amounts being considered delinquent or subject to additional efforts. The due date may be designated by "due by," "pay by," "if paid by," or other such language on the Customer's bill.

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Exchange: A unit established for the administration of local communication services.

Exchange Service: A local communications service furnished by means of a local exchange plant and facilities.

FCC: The Federal Communications Commission.

FCC Rules: That part of Title 47 of the Code of Federal Regulations pertaining to the Federal Communications Commission.

ILEC: Incumbent local exchange carrier.

Inside Station Wiring or Inside Wiring: Wiring on the premises beyond the demarcation point.

Interexchange Service: The provision of intrastate telecommunications services and facilities between local exchanges, excluding EAS.

IXC: Interexchange carrier.

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

Local Calling Area: The area, consisting of one or more Central Office districts, within which a subscriber for Exchange service may make telephone calls without a long distance charge.

Local Service: Telephone service furnished between points located within an area where there is no toll charge.

Message: A telephone call made by a Customer.

Month: For billing purposes, a month is considered to have thirty (30) days.

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Network: The Company's facilities, equipment and services provided under this Tariff.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Point of Connection: A location designated by the Company for the connection of Customer-provided wiring and terminal equipment to the services ordered under this Tariff.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

PSC or Commission: The Nebraska Public Service Commission.

Rates: The usage amounts billed to customers for regulated services and/or equipment.

Recurring Charges: The fixed and variable charges to the Customer for services and facilities, which continue for the agreed-upon 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 of service. The parties 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 herein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date.

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Suspend or Suspension: To disconnect or impair a service temporarily in order to disable either outgoing or incoming calls or both.

Timely Payment: A payment of the Customer's account made on or before the due date shown on a current bill for rates and charges or by an agreement between the Customer and Bluestem for a series of partial payments to settle a delinquent account.

User: A Customer, Authorized User or Incidental User, or any other person authorized by the Customer to use services provided under this Tariff.

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SECTION 3. GENERAL REGULATIONS

3.1 Undertaking of the Company

- A) The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
- B) Customers and Users may use services and facilities provided under this Tariff to obtain access to services offered by other companies. The Company is responsible only for the services and facilities provided under this Tariff, and for unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) 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.
- C) The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services described herein, including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

3.1.1 Shortage of Equipment or Facilities

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, on a non-discriminatory basis.

The furnishing of service under this Tariff is subject to 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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3.1.2 Terms and Conditions

- A) Service is provided for a minimum period of at least one (1) month, twenty-four (24) hours a day. A month is considered to have thirty (30) days unless otherwise specified.
- 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 may 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 tariffed month-to-month rates, unless terminated by either party. 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) In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E) This Tariff shall be interpreted and governed by the laws of the State of Nebraska.

3.1.3 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, other defects, or representations by the Company, or use of the services or damages arising out of the failure to furnish the services, whether caused by acts of commission or

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omission, shall be limited to the extension of allowances for interruption as set forth in this Tariff. 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 a Customer may suffer as a result of any Company service 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 failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood 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 governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; strikes, lock-outs, work stoppages, or other labor difficulties; or preemption of existing services to restore services in compliance with Title 47, Code of Federal Regulations.
- 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 or Users facilities or equipment used for or with the services the Company offers, or for the acts or omissions of other 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 User or due to the failure or malfunction of Customer- or User-provided equipment or facilities.
- E) The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory

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approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

- F) The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with services provided by the Company.
- G) The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one (1) year after the service is rendered.
- H) 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 paragraph as a condition precedent to such installations.
- I) The Company is not liable for any defacement of or damage to Customer or User 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.
- J) The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated

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wiring unless the damage is caused by the Company's willful misconduct or negligence.

- K) **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 AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**

3.1.4 Notice of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive 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-affecting activities. The Company will work cooperatively with the Customer to determine 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.

3.1.5 Provision of Equipment and Facilities

- A) The Company shall use reasonable efforts to make services available 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 the services 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 tamper with any of the facilities and equipment provided by the Company, except upon the written consent of the Company.

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- C) The Company may substitute, change or rearrange any equipment or facility from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer
- D) Equipment the Company provides or installs at the Customer's 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 agents or employees to the Premises of the Customer or User 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 or User.
- F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer- or User-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 services offered under this Tariff and to the maintenance and operation of such facilities. Subject to the foregoing, the Company shall not be responsible for:
 - * the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
 - * the reception of signals by Customer-provided equipment; or
 - * Network control signaling where such signaling is performed by Customer-provided equipment.

3.1.6 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

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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.

3.1.7 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in any of the fiber optic or other facilities and associated equipment provided by the Company.

3.1.8 Optional Rates and Information Provided to the Public

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their service. Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address.

3.1.9 Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one (1) day, the Customer will, if feasible, be notified in writing, by mail, at least one (1) week in advance.

3.1.10 Governmental Authorizations

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it.

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The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the FCC, the PSC or any other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

3.2 Obligations of the Customer

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 of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's 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 the Company facilities and equipment installed on the Premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises.
- D) Any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company-provided facilities. The Customer's use of such right-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including, without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may

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require the Customer to demonstrate its compliance with this section prior to accepting a Service Order.

- E) Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's 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.
- 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 the Company's facilities and equipment in any Customer or User Premises or the rights-of-way for which Customer is responsible under subsection 3.2(D); and granting or obtaining permission for the Company's agents or employees to enter the Premises of the Customer or any User 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 or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.
- H) Making the Company's 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.

3.2.1 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 or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

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- B) The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.
- C) A Customer or User may not assign, or transfer in any manner, the service provided by the Company or any rights associated with such 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 Charges as stated in this Tariff will apply.

3.2.2 Claims

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

- A) Any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees.
- B) Any claim, loss, damage, expense or liability for infringement of any copyright, patent or trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or User, 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.
- C) Any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this Tariff.

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ISSUED: October 20, 2016

EFFECTIVE: January 1, 2017

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3.3 Customer Liability for Unauthorized Use of the Network

3.3.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) 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; or (2) when a person or entity that otherwise has actual, apparent, or implied authority to use the Network makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B) The following activities constitute fraudulent use:
- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - 3) Toll-free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
 - 4) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX (private branch exchange) fraud perpetrated by Users who gain access to a Customer's facilities,

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ISSUED: October 20, 2016

EFFECTIVE: January 1, 2017
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account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

3.3.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is responsible for payment of all outbound call charges arising from the calls placed to a Customer's toll free service number, whether or not calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
- C) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- D) 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, incurred as a result of unauthorized use of the Network.

3.3.3 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.

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- B) The Customer must give the Company notice that unauthorized use of a Company calling card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Company calling card has occurred or may occur as a result of loss, theft or other reasons.
- C) The Company may, but is not required to, advise the Customer of abnormal calling patterns or other possible unauthorized use of Company calling cards assigned to the Customer. In addition, the Company may, but is not required to, block calls on Company calling card authorization codes which the Company believes to be unauthorized or fraudulent.

3.3.4 Liability for Credit Card Fraud

- A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided (1) the credit 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 a 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 unauthorized use of a credit card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a credit card has occurred or may occur as a result of loss, theft or other reasons.

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3.4 Customer Equipment and Channels

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 telecommunications 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 except as otherwise specifically stated in this Tariff, the Company does not guarantee that its services will be suitable for purposes other than telecommunications.

3.4.1 Customer 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's Point of Connection.
- B) The Customer is responsible for ensuring that Customer-provided equipment connected to the Company's equipment and facilities is compatible with such equipment and facilities. The operating characteristics of Customer-provided equipment or communications systems connected to the Company's services must not interfere with, or impair, any of the services offered by the Company. Additionally, connected Customer-provided equipment must not endanger the safety of the Company's employees or the public, damage or interfere with the proper functioning of the Company's equipment, or otherwise injure the public in its use of the Company's services.
- C) Customer-provided equipment may be attached to services provided by the Company under this Tariff subject to applicable FCC Rules and to any applicable provisions of this Tariff, and is the sole responsibility of the Customer.
- D) The Company is not responsible for malfunctions of Customer-owned telecommunications devices or other Customer-provided equipment, or for

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misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

3.4.2 Interconnection of Facilities

- A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing services and the channels, facilities, or equipment of others shall be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.
- B) 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) Services furnished under this Tariff may be connected to Customer-provided equipment in accordance with the provisions of this Tariff. All such Customer-provided equipment shall be subject to FCC Rules, and all User-provided wiring shall be installed and maintained in compliance with those Rules.

3.4.3 Tests and Adjustments

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

3.4.4 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 User is complying with the requirements set forth herein for the installation, operation, and

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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 (10) 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.

3.5 Payment for Service

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

3.5.1 Billing and Collection of Charges

- A) Non-Recurring Charges are due and payable within thirty (30) days after the date an invoice is mailed to the Customer by the Company.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice is mailed.
- C) Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within thirty (30) days after the invoice is mailed.

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- D) 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 thirty (30) days.
- E) Billing of the Customer by the Company will begin on the Service Commencement Date, 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.
- F) 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, 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, net of taxes, not compounded, multiplied by a late factor of one per cent (1%).

3.5.2 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 equal to the Non-Recurring Charge(s) and the first month's Recurring Charges for the service or facility. 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 and may be required in addition to a deposit.

A Customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due and may be required to pay reconnect charges.

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3.5.3 Deposits

- A) The Company may, in order to safeguard its interests, require an applicant to make a suitable deposit to be held by the Company as a guarantee of payment of charges. A deposit will be required under the following conditions:
- 1) Applicant has had no previous service with the Company.
 - 2) Applicant does not have verifiable credit with the Company or any affiliate within the United States in the same or similar business.
 - 3) Applicant has had previous service with the Company or any affiliate anywhere within the United States, but has an outstanding and unpaid bill for service; or has not established satisfactory credit. Satisfactory credit for a prospective Customer is defined as twelve (12) consecutive months of service without a suspension of service for nonpayment or with no more than one (1) notification of intent to suspend service for nonpayment. An applicant for nonresidential service will be given credit for previous nonresidential service only if the applicant is same business entity to which such service was previously accorded.
 - 4) Applicant is a candidate for political office or is a person or organization acting on behalf of a candidate for political office and is ordering nonresidential service to accommodate this condition. A security bond or bank letter of credit equal to the Company's deposit requirement will be the only acceptable substitute for a cash deposit.
- B) The amount of the deposit shall be based on two (2) months' average previous billing for service, or on the estimated charges for two (2) months' service, whichever is greater.

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- C) An initial deposit or an additional deposit will be required of an existing Customer when high risk is indicated and existing security is insufficient. Such requirement will be imposed only under the following circumstances:
- 1) When one (1) month's toll usage exceeds by twenty per cent (20%) or more, or \$100, whichever is greater, the toll amount used as the basis for the deposit, and
 - (a) Length of present service is twelve (12) months or less; or
 - (b) Length of present service is more than twelve (12) months, but payment history includes a suspension of service for nonpayment, or more than one (1) notification of intention to suspend service for nonpayment, during the previous twelve (12)-month period.
 - 2) When the Customer is a candidate for political office or is a person or organization acting on behalf of a candidate for political office, the deposit requirement will be adjusted monthly to reflect twice the current month's actual billing. Under this circumstance, a security bond or bank letter of credit equal to the Company's deposit requirement will be the only acceptable substitute for a cash deposit.
- C) When the combined deposits for all of the Company's services subject to this section exceed \$100.00 per access line, the applicant or Customer shall not be required to pay more than one-half (1/2) of the deposit prior to the provision of service. The remainder of the deposit shall be due not less than thirty (30) days after the date the agreement is executed or the provision of service, whichever is later.
- D) Any deposit required of an existing Customer is due and payable within ten (10) days after the requirement is imposed. This requirement shall be in writing and the payment date shall be on or after the due and payable date for the current bill. If said deposit or installment thereof, as appropriate, is not paid within the aforementioned

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time frame, the Company may suspend service of the Customer without further notice. The following are exceptions to this provision:

- 1) In the event service is suspended for a Customer for nonpayment in accordance with this Tariff, an initial or additional deposit shall be required prior to the restoration of service if existing security is insufficient.
 - 2) In the event prior indebtedness or prior unsatisfactory credit has been determined subsequent to the initial establishment of service due to misrepresentation of the facts by the Customer, a deposit shall be due and payable within five (5) days upon verbal notification and written confirmation or within fifteen (15) days when notification can only be provided in writing. The fifteen (15)-day period shall be measured from the mailed date of the written notice. If said deposit is not paid within the aforementioned time frame, the Company may suspend service of the Customer without further notice.
- E) When it is determined that a deposit is required under the conditions specified above, the applicant or Customer may, in lieu of or in addition to making the deposit, arrange for an acceptable third party to guarantee payment of its charges by executing on its behalf a Guarantee of Payment Agreement with the Company. An acceptable third party guarantor is a current Customer with at least two (2) years' continuous service, whose payment history for the most recent twelve (12)-month period is satisfactory.
- F) A guarantor of the payment of charges for telephone services that are furnished to a Customer shall be responsible for the payment of all unpaid charges for said Customer's telephone services. The Company may transfer a Customer's unpaid charges that have been guaranteed to be paid by a guarantor to any account that the guarantor has with the Company. If the guarantor fails to promptly pay the Customer's unpaid charges or the transferred charges, or fails to make installment payments that the Company considers to be due on reasonably frequent dates and in reasonably sufficient amounts toward the dissolution of said charges, the Company

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may suspend, discontinue, and refuse to provide its services to the guarantor and remove any or all of its facilities and equipment from the guarantor's Premises. In the event it becomes necessary for service to be discontinued to a guarantor for the nonpayment of any telephone charges, including any telephone Customer's charges that the guarantor has guaranteed would be paid, a written notice of at least seven (7) days (measured from the date of mailing) shall be given to the guarantor with notice of the amount that is due and the date by which the amount that is due must be paid. Any aforesaid action of the Company shall constitute neither an abridgment nor waiver of any of the Company's rights, interests or remedies at law.

- G) The fact that a deposit has been made in no way relieves the applicant or Customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation.
- H) The deposit will bear simple interest computed from the date of its receipt by the Company to the date the deposit is refunded, service is terminated, or annually upon request of the Customer. In the event that a deposit is retained during time periods having different rates of interest, the interest accrued on the deposit will be calculated using the interest rate applicable to each time period.
- I) The rate of interest paid will be established annually by the Commission.
- J) When the service is terminated, the amount of the initial or additional deposit, with any interest due, will be credited to the Customer's account and any credit balance which may remain will be refunded. After an existing Customer has established satisfactory credit, the amount of the deposit, with any interest due, will be either credited to the account, or at the option of the Customer, refunded. Satisfactory credit will be established after twelve (12) consecutive months of timely payment.

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3.5.4 Discontinuance of Service

- A) Upon nonpayment of any amounts owing to the Company for services herein, the Company may, by giving ten (10) days' 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 thirty (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, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability. The Company may, under the following conditions, discontinue service to a Customer without notice:
 - 1) If a condition immediately hazardous to life, physical safety, or property exists;
 - 2) Upon order by any court, the Commission, or any other duly authorized public authority;
 - 3) If service was obtained fraudulently or without the authorization of the provider or is being use for, of suspected of being used for, fraudulent purposes.
- D) 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 without incurring any liability.
- E) Upon the Company's discontinuance of service to the Customer under paragraphs (A) or (B) above, the Company, in addition to all other remedies that may be

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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 which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six per cent (6%)).

3.5.4.1 Application of Partial Payments

If a Customer continues to pay all current bills, defined as that portion of the amount owed by the Customer for services contained herein that is not more than thirty (30) days overdue, the Company shall not discontinue service for non-payment of a past due amount for the Company's services when the Customer has entered into an amortization agreement with the Company. Payments for current bills shall first be credited to the Company's basic Local Exchange Service. Past due amounts collected under the amortization agreement will first be applied by the Company to eliminating any overdue payments for basic Local Exchange Service. A reasonable period of amortization of past due amounts shall be three (3) months for business service. Amortization is not appropriate unless the past due amount of the Customer is greater than twice the average monthly bill for the class of service to which the Customer belongs over the last six (6) months for the use of the Company's services contained in this Tariff.

3.5.4.2 Notification of Discontinuance

Upon ten (10) days' notification of discontinuance of service in accordance with the provisions set forth above, the Customer shall receive notification on how to contact the Company to resolve any dispute, the amount and due date of any nonpayment, information concerning the violation of any rule, and, in addition, the notice will advise the Customer of its rights as follows:

- A) The right to make a formal complaint to the Commission staff by letter, by telephone, or in person.

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- B) The right to request, in writing, a hearing before the Commission conducted in accordance with the Rules of Commission Procedure. If a hearing is requested, the Company may request the Commission to order the applicant for a hearing to post an additional deposit or bond with the Company in an amount the Commission deems reasonable under the circumstances. Further, the Commission may order the Company not to terminate service pending a hearing at the discretion of the Commission. Ordinarily, an order not to terminate service will be issued only if:
- 1) The Customer has posted a deposit or bond with the Company equal to the amount in dispute or as otherwise prescribed by the Commission; or
 - 2) The Customer has previously made an informal complaint to the Commission staff and staff investigation of the complaint indicates probable success of the Customer.

3.5.5 Cancellation of Application for Service

- A) Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel 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 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 six per cent (6%)).

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- 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 paragraphs B through C above will be calculated and applied on a case-by-case basis.

3.5.6 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.

3.5.7 Taxes

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and all taxes, fees, and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates.

3.5.8 Disputed Bills

The Customer may dispute a bill only by written notice to the carrier delivered within ninety (90) days after the statement date. Unless such notice is received in the timely fashion indicated above, the bill statement shall be deemed to be correct and payable in full by

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Customer. Any Customer who has a dispute shall be advised by the Company that the Customer may file a formal or informal complaint with the Commission.

3.6 Interruptions in Service

- A) Interruptions in service which are not due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer or of an authorized or Joint User, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.
- B) 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 when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- C) For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- D) A credit allowance will be given for interruptions of thirty (30) minutes or more. Credit allowances shall be calculated as follows:

1) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 4 hours	None
4 hours up to but not including 8 hours	1/3 of a day

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8 hours up to but not including 12 hours	½ of a day
12 hours up to but not including 16 hours	2/3 of a day
16 hours up to but not including 24 hours	1 day

2 or more interruptions of the same type to the same line/equipment of 2 hours or more during any 24-hour period shall be considered as 1 interruption. In no event shall such interruption credits for the same line/equipment exceed 1 day's fixed Recurring Charges for such line/equipment in any 24-hour period.

2) Interruptions Over 24 Hours

Switched Services interruptions over 24 hours will be credited 4 hours for each 4-hour period or fraction thereof. No more than 1 full day's credit will be allowed for any period of 24 hours.

E) No credit allowance will be made for:

- 1) Interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer, User, or other common carrier providing service connected to the service of the Company;
- 2) Interruptions 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;
- 3) Interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, Authorized User, Joint User, or other common carrier providing service connected to the service of the Company;
- 4) Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

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- 5) Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 6) 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;
- 7) Interruption of service due to circumstances or causes beyond the control of the Company; or
- 8) Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

3.7 Use of Customer's Service by Others

3.7.1 Resale and Sharing/Unauthorized Use

Any individual who uses or receives the Company's services other than under the provisions of an accepted application for service and a current Customer relationship shall be liable for the appropriate rates and charges for the service received and for the Company's costs of investigation and collection. The Customer remains solely responsible for all use of services ordered by it or billed to its account pursuant to this Tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use. Business rates apply to all service that is resold or shared.

3.7.2 Joint Use Arrangements

Joint use arrangements may be considered by the Company upon request. 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.

ISSUED: October 20, 2016

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3.7.3 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 and any appropriate authorizations, if necessary, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer or substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

3.8 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 3.6), the Customer agrees to pay to the Company the following costs, fees, and expenses reasonably incurred in connection with:

- A) All Non-Recurring Charges as specified in this Tariff, 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 this Tariff for the balance of the then-current term.

3.9 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 the Company may

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EFFECTIVE: January 1, 2017

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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.

3.10 Reserved

3.11 Special Construction and Special Arrangements

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this Tariff, or for the provision of service on an expedited basis or in some other manner different from the normal Tariff conditions. 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;

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- 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.

3.11.1 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in this Tariff, charges will be based on the costs incurred by the Company and may include: (1) Non-Recurring Charges; (2) Recurring Charges; (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

3.11.2 Basis for Cost Computation

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

- A) Installation cost of the facilities to be provided, including estimated costs for the rearrangement of existing facilities. Installation includes the cost of:
 - 1) Equipment and materials provided or used;
 - 2) Engineering, labor and supervision;
 - 3) Transportation;

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- 4) Rights of way; and
 - 5) Any other item chargeable to the capital account;
- B) Annual charges, including the following:
- 1) Cost of maintenance;
 - 2) 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;
 - 3) Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
 - 4) Any other identifiable costs related to the facilities provided; and
 - 5) An amount for return and contingencies.

3.11.3 Termination Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the Customer if and only if such liability is clearly stated in a written agreement between the Company and the Customer.

- A) The maximum termination liability is equal to the total cost of the special facility as determined under this Tariff, adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided.
- B) The maximum termination liability as determined in paragraph (1) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's

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termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six per cent (6%), plus applicable taxes.

3.11.4 Term

The minimum term for any Company-provided service shall not be less than one (1) month, unless otherwise agreed by the Company. The Customer and Company may agree to longer minimum terms for particular services.

3.12 Temporary Promotional Programs

The Company may establish temporary promotional programs to introduce present or potential Customers to a service not previously received by Customers. During specific promotional periods, an offer may be made to reduce Non-Recurring or Recurring Charges on a non-discriminatory basis, up to the full amount, for optional products and services. Written notice of such offerings will be provided to the staff of the Commission prior to the date upon which the offer is to commence.

3.13 Privacy

All communications between Customers are considered confidential in nature. The Company will take all reasonable action to minimize the potential access of other entities to those communications.

Operators or employees of the Company will not listen to any conversation between Customers except when an operating necessity. Operators shall not repeat or divulge the nature of any local or long distance conversation, nor divulge any information inadvertently overheard.

3.14 Termination Liability

The Customer will furnish the Company with thirty (30) days' prior notice should it desire to terminate an application or contract, in whole or in part, for facilities or usage commitments. Customers who terminate any such application or contract will be subject to an early termination charge as follows:

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- A) Upon the Customer's discontinuance of a term agreement for facilities prior to the expiration of the agreed-upon term, the termination liability will be equal to the monthly charge multiplied by the number of months remaining on the contract discounted at a net present value of six per cent (6%).
- B) In the event that a Customer has a term commitment for usage and disconnects service prior to the expiration of the usage term, the termination liability with respect to minutes of use charges shall be a monthly usage charge applied for the remaining months of the usage contract discounted at a net present value of six per cent (6%). The monthly usage charge will be determined by calculating the average monthly usage of the first six (6) months of the term. In the event that a Customer disconnects within the first six (6) months of its usage term, the monthly usage liability charges will be calculated by averaging total usage dollars divided by the number of months activated.

3.15 Application for Service

3.15.1 Contract for Service

The Company may offer customized service packages under special arrangements on a case-by-case basis. Service offered under this Tariff provisions will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Tariff.

3.15.2 Application for Service

A. Information Required

When applying for service, each prospective Customer will be required to furnish Bluestem with the following information:

- (1) The name of the party who will be responsible for payment for the service provided.

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- (2) The address or addresses or exact location of the premises where service is to be provided and billed.
- (3) Any information required to make a proper determination of appropriate creditworthiness.

3.15.3 Initiation of Service

Service shall be deemed to be initiated upon the service activation date specified in billings from the underlying carrier to Bluestem.

SECTION 4. DESCRIPTION OF SERVICES OFFERED

4.1 Local Service

4.1.1 Nature of Service

Local Service is a telephone service that allows customers to originate non-toll calls at locations within the service areas in which Bluestem has been approved for certification and terminate calls within the local calling area and EAS area of those locations, and within the LATA in which the call originates.

4.1.2 Availability

Bluestem offers this service in the service areas in which it has been certified by the Nebraska Public Service Commission.

4.1.3 Specific Local Service Options

The following services comprise Local Service:

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A. Local Line Service

Local Line Service will allow Customers to make local calls from the Customer's new telephone station. In addition to the completion of local calls, the following features will be available within certain technical limitations as to combination of service, to equipment in certain areas, and to certain restrictions.

(1) Call Forwarding Busy/Don't Answer/Variable

Call forwarding is the ability to forward an incoming call to a pre-selected station if the called station is unable to receive the call. "Call forwarding busy" will forward the call if the called station is in use, "call forwarding don't answer" will forward the call after a predetermined number of rings, "call forwarding variable" will forward the call regardless of the status of the called station. This feature is not available from all central offices.

(2) Call Rejection

Enables a customer to reject call attempts from up to 15 numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the customer from these numbers will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A customer may also reject future calls from the most recent call received by dialing a code after completing the call.

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B. Additional Options

(1) Call Transfer

Enables a customer to transfer an incoming call to a third party or add a third party to an existing call, forming a three party connection, and then to leave the connection without disconnecting the call.

(2) Call Waiting

Call waiting is the ability of the called station to generate a tone when the called station is in use to alert the user that another call is waiting to connect with the called station.

(3) Caller Identification – Name and/or Number

Allows for the automatic delivery of a calling party's name and telephone number (including nonpublished and nonlisted telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The name and number are displayed on customer provided equipment.

(4) Complete Blocking or Selective Blocking

Allows customers, in areas where Caller – ID Number is available – to inhibit the delivery of their telephone number to an identification device, by activating blocking.

(5) Continuous Redial

Allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the

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feature will redial the called number for a limited period of time. A tone alerts the customer when the called number becomes available.

(6) Dial Call Waiting

Allows a customer with a line equipped with the feature to direct a Call Waiting tone or a Distinctive Alert signal to a line equipped with Distinctive Alert. The feature is activated by dialing a preset access code and the telephone number of the line to which the signal is directed.

(7) Directed Call Pick Up/Barge In

Allows a customer to answer a call, during the ringing cycle (Pick Up) or after pick up (Barge In), that is directed to another line by dialing a preset access code and the telephone number of the line to be answered. The originating line and the line to be answered must be equipped with the feature.

(8) Distinctive Alert

Allows a customer to receive an audible Call Waiting tone or Distinctive Ringing signal from a line equipped with Dial Call Waiting. If the called line is idle, a Distinctive Ringing signal will be heard. If the called line is busy, the called line receives a call waiting tone.

(9) Hot Line Service

Allows a customer to establish a switched connection to a predetermined number when the customer's telephone goes off-hook.

(10) Last Call Return

Allows a customer to dial a code that will cause the feature to automatically redial the number of the last incoming call to that line, whether the call was answered or not.

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(11) Last Number/Save Number Redial

Permits the customer to dial a code which automatically places a call to the last called number stored. Each time a customer dials, the most recent number is stored. Save Number Redial allows the customer to store the called number by dialing a code at any point during the call, or upon encountering a busy or no answer condition. A customer wishing to reinitiate a call to the party whose number was stored dials a code and the call is place automatically.

(12) Priority Call

Allows a customer to assign a maximum of 15 callers' telephone numbers to a special list. The customer will hear a distinctive ring at their location, when calls are received from callers' telephone numbers on that list.

(13) Remote Access Forwarding

Allows all incoming calls to be forwarded to another telephone number. It allows the customer to remotely change the termination of their incoming calls.

(14) Scheduled Forwarding

Allows all incoming calls to be forwarded to another telephone number. It allows a customer to remotely change the termination of their incoming calls and base the termination upon a time schedule.

(15) Selective Call Forwarding

Allows a customer to specify a special list of a maximum of 15 telephone numbers. Incoming calls placed to the customer from telephone numbers on that list will automatically be forwarded to a predefined telephone number.

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(16) Special Call Acceptance

Allows a customer to select a maximum of 12 telephone numbers from which calls are to be received. All other calls are intercepted and routed to a recorded announcement that informs the caller the customer is not accepting calls.

(17) Special Call Forwarding

Is an arrangement which permits a customer to select a maximum of 12 telephone numbers from which incoming calls are to be forwarded.

(18) Special Call Waiting

Allows a customer to choose up to 12 numbers which can activate call waiting.

(19) Speed Calling

Offers the customer storage of frequently called numbers, with the ability to dial the stored numbers by depressing one or two digits, rather than entire telephone numbers. Speed Calling is customer programmable, for either 8 or 30 telephone numbers, offering the customer access to change the stored list whenever it is convenient for the customer, without service order activity.

(20) Three-Way Calling

Offers the capability to add a third party to an existing call, by depressing the switch hook or flash key.

(21) Warm Line Service

Allows a customer to establish a switched connection to a predetermined number if the customer does not dial a number within a specified length of time after going off-hook.

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(22) Hunting

Hunting is the ability to forward an incoming call to the next number in a hunting group if the called number is busy.

C. Directories

(1) Listing Service

A Business Customer is entitled to a one-line listing in the "white" and "yellow" pages of the applicable local telephone directory. Residential customers are entitled to a one-line listing in the "white" pages of the applicable local telephone directory.

(2) Directory Distribution

One local exchange directory will be available to a customer for each access line in service in accordance with Commission Rules and Regulations.

4.2 Telephone Assistance Programs

A. Description

The Nebraska Telephone Assistance Program (NTAP) assists qualified low-income applicants with reductions in their monthly local exchange service rate. The assistance applies for a single telephone line at the applicant's principal place of residence.

B. Eligibility Requirements

To be eligible for assistance, an applicant must participate in one of the following: Medicaid, Supplemental Nutrition Assistance Program, Supplemental Security Income, Federal public housing assistance, Low-Income Home Energy Assistance Program, National School Lunch Program's free lunch, or Temporary Assistance for Needy Families.

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C. Terms and Conditions

An applicant may request telephone assistance through completion of a NTAP form provided by the Nebraska Public Service Commission.

D. Credit

Nebraska Telephone Assistance Credit for qualifying customers will include waiving the federal subscriber line charge and local rates will be reduced by \$12.75 per month.

4.3 Operator Services

Operator services for Bluestem's UNEP resale lines are obtained by dialing "0", which will be answered by an operator of CenturyLink, Windstream, and/or Frontier. Operator services for Bluestem's fiber network lines are obtained by dialing "0.", which will be answered by an Bluestem Customer Service Representative.

Calls placed dialing "00" will be answered by the operator of the designated long distance interexchange carrier. Charges for operator services provided by Bluestem's underlying local and long distance providers will be billed on a pass through basis on the customer's monthly billing statement from Bluestem.

Customers may receive bills directly from other operator service providers whose services the customer may use.

4.4 Directory Assistance

4.4.1 Nature of Service

Directory Assistance ("DA") Service is defined as furnishing aid in obtaining telephone numbers.

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4.4.2 Availability

DA is available to all Customers.

4.4.3 Maximum Number of Requests Per Call

A maximum of two requests for telephone numbers will be accepted per call to the DA operator. A telephone number that is not listed in the DA records will not be available to the Customer.

4.4.4 Operator Limitations

The Directory Assistance operator will not transfer, forward or redial a Customer's call to any other location for any purpose other than provision of DA service.

4.5 Long Distance Interexchange Services

4.5.1 Nature of Service

Bluestem long distance services are interexchange telephone services that allow customers to originate and terminate calls at locations within the state of Nebraska. Usage charges are generally based on the distance, duration, and time of day of each call. Bluestem will examine the Customer's calling patterns, both interstate and intrastate, to determine which of several options would have provided the minimum usage charges based on the Customer's calling patterns, and the Customer will be charged accordingly. The options are certain of the calling plans available from AT&T, MCI, and Sprint, or from Bluestem itself. Periodically, the rates or other aspects for certain or all of the options may be changed by AT&T, MCI, or Sprint. When such a change occurs, Bluestem will notify its customers in accordance with the Commission's rules, and file proposed revisions to this tariff. Usually, but not always, a tariff change can be completed within 90 days.

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4.5.2 Availability

Bluestem offers long distance interexchange services in Nebraska. These services are an add-on to interstate long-distance services provided by Bluestem, and are available as provided in Bluestem 's interstate tariff.

4.6 800 Services

4.6.1 Nature of Services

Bluestem 800 services are inward WATS services that permit intrastate calls to a customer's station in one location from stations in diverse geographical locations, and for which the Bluestem customer is billed for the calls rather than the call's originator. Unless otherwise specified, all Bluestem 800 calls are subject to an initial timing factor of six (6) seconds and a subsequent timing factor of six (6) seconds. In addition, Customers may also order Originating ANI Sorting, which provides the Customer with a detailed monthly analysis of the originating telephone numbers of those placing 800 calls.

4.7 Promotional Offerings

Bluestem may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing customers' awareness of a particular tariff offering. These offerings may be limited to certain dates, times and/or locations. Terms and conditions of all promotions will be stated in this tariff.

In addition to tariffed promotional offerings, Bluestem may, in conjunction with the Most Favored Customer clause in its Bluestem Services Agreement, offer individualized arrangements on a case by case basis where necessary to provide competitive prices, terms, or conditions of service. In such case, the prices offered by Bluestem shall not exceed the prices for similar services contained in this tariff.

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SECTION 5. RATES AND CHARGES [TO BE DETERMINED PRIOR TO EFFECTIVE DATE]

5.1 Annual and Nonrecurring Charges

5.1.1 Early Termination

If a Customer under contract terminates service prior to the expiration of the term of the contract, the Customer will be required to pay an early termination charge in accordance with the customer's contract for service.

5.1.2 Third Party Vendor Charges

Customers may also be charged for certain charges incurred by Bluestem (at the Customer's instruction) in obtaining services from third party vendors. At the earliest opportunity, the Customer will be advised of the nature of the charges and the estimated amount of the charge.

5.1.3 Reconnect Fee

Reconnect Fee charge: \$TBD for each line This charge applies to reconnection of service after dial tone has been suspended or service has been disconnected.

5.1.4 Nonsufficient Funds Charges (NSF Checks)

NSF check charge: : \$TBD

This charge applies when a check has been returned by the bank for nonpayment. The returned check needs to be covered by cash, money order or cashier's check within 10 days of written notification from Bluestem.

5.1.5 Nebraska Universal Service Charge

Towards the ultimate goal that basic service be available and affordable to all citizens of the state, the Nebraska Legislature authorized the Public Services Commission to create a system of support mechanisms to assist in the provision of such service in high-cost

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areas. The Commission has adopted Rules Prescribing the High Cost Support Mechanism. To insure that the mechanism is funded on a non-discriminatory, competitively neutral basis, the Rule directs that a surcharge, called the "Nebraska Universal Service Charge" will be levied on all telecommunications services purchased by end-users. The Nebraska Universal Service Charge may be changed on a quarterly basis.

5.1.6 Trouble Isolation Charge

A Trouble Isolation Charge applies when the Company dispatches either its own or ILEC personnel to a customer premises to test the line from the central office, up to the demarcation point, and the line tests clear (no trouble found in the Company facilities). No Trouble Isolation Charge shall apply if the customer subscribes to an inside wire maintenance plan with the Company.

Trouble Isolation Charge:	UNEP Business Customer:	<u>\$TBD</u>
	UNEP Residential Customer:	<u>\$TBD</u>
	Fiber Business Customer:	<u>\$TBD</u>
	Fiber Residential Customer:	<u>\$TBD</u>

5.1.7 Bill Copies

Additional and alternate bill copies will be available upon a customer's request. An additional bill copy is a secondary copy of the customer's initial bill and an alternate bill copy is an additional bill sent to a different address other than the billing address. Charges for the additional and alternate bill copies are below.

Business Customers	<u>\$TBD</u> per copy
Residential Customers	<u>\$TBD</u> per copy

5.1.8 Non-Recurring Service Order Charges

Service Order Charge	<u>\$TBD</u> Modification of Service
	<u>\$TBD</u> Telephone Number Change
	<u>\$TBD</u> New Service Installation
	<u>\$TBD</u> Move Fee

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5.2 Usage Rates

5.2.1 Local Service

<u>Local Line Rates</u>	<u>NRC (New Service)</u>	<u>Mo to Mo</u>
Business-Single Line	<u>\$TBD</u>	<u>\$TBD</u>
Business-Multi Line	<u>\$TBD</u>	<u>\$TBD</u>
Residential	<u>\$TBD</u>	<u>\$TBD</u>
Long Distance	Interlata	Intralata
	<u>\$TBD</u>	<u>\$TBD</u>
*First <u>TBD</u> Min	<u>\$TBD</u>	<u>\$TBD</u>
<u>TBD</u> Min +	<u>\$TBD</u>	<u>\$TBD</u>

Feature Package

With local line or truck includes Caller ID Name and Number and Call Waiting at no additional cost. The Customer may select the following features for \$2.00 per month per line:

- | | |
|---------------------------|--------------------------------|
| Call Forward Busy | Call Forward Busy/Don't Answer |
| Call Forward Don't Answer | Call Forward Variable |
| Call Rejection | Call Transfer |
| Continuous Redial | Hunting |
| Last Call Return | Speed Call 30 |
| Speed Call 8 | Three-Way Calling |

5.2.2 Long Distance Interexchange Services

A. Chargeable Time

Chargeable time begins when the connection is established between the calling station and the called station. Chargeable time ends when either side of the

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connection is terminated. Chargeable time does not include time lost because of faults or defects in the service.

B. Determination of Mileage

Mileage for distance-sensitive rates is determined on an airline miles basis. Calling distance is measured from the rate center of the originating terminal (instrument from which the call is placed or switch location if autodialed from the instrument location) to the rate center of the destination of the call, regardless of company routing. The rate centers of a call are assigned geographical vertical and horizontal coordinates. These vertical and horizontal points are determined by the underlying carrier of the service.

C. Calculation of Charges

Charges will be calculated according to the rates and call timing set forth in each Rate Table.

D. Time of Day

All periods ending on a specific hour run to, but not including, the stated hour.

(1) Day Rates

Day rates are applicable from 8:00 a.m. to 5:00 p.m., Monday through Friday.

(2) Evening Rates

Evening rates are applicable from 5:00 p.m. to 11:00 p.m, Sunday through Friday.

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(3) Night/Weekend Rates

Night/weekend rates are applicable at all times not listed for day or evening rates.

(4) Peak/Off-Peak Rates

As an alternative to the foregoing time-of-day periods, some options allow for peak rates (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and off-peak rates (all other times).

5.2.3 800 Rates and Charges

A. Monthly Charges

Business Customers are charged \$TBD per month per 800 line. Residential Customers are charged \$TBD per month per 800 line. Customers ordering Area Code Blocking will be charged a one-time \$TBD fee. Customers ordering Originating ANI Sorting will be charged a one-time \$TBD fee.

B. Usage-Sensitive Rates

All incoming calls are charged at the same rate regardless of point of origin. Day or peak rates are applicable from 8:00 a.m. to 5:00 p.m. Monday-Friday. Rates are set forth at Rate Table _____ in Section _____.

5.2.4 Residential Long Distance Service

This service is available to residential customers. These rates include inbound and outbound interexchange service, and travel cards. Calls have an initial timing factor of six (6) seconds and a subsequent timing factor of six (6) seconds.

ISSUED: October 20, 2016

EFFECTIVE: January 1, 2017

By: Gregory A. Dynek
Chief Executive Officer, Bluestem Fiber, LLC
941 O Street, Suite 1018, Lincoln, NE 68508

Received

OCT 20 2016

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