

INTEREXCHANGE SERVICE

Grasshopper Group, LLC

NEBRASKA TELECOMMUNICATIONS TARIFF

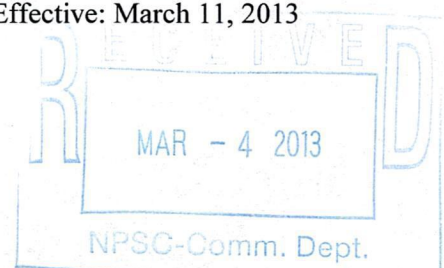
This tariff contains the rates, terms and conditions applicable to Resold Interexchange Telecommunications Services provided by **Grasshopper Group, LLC**, with principal offices at 197 1st Avenue, Suite 200, Needham, Massachusetts 02494.

This tariff applies for services furnished within the State of Nebraska. This tariff is on file with the Nebraska Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

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Effective: March 11, 2013

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INTEREXCHANGE SERVICE

CHECK SHEET

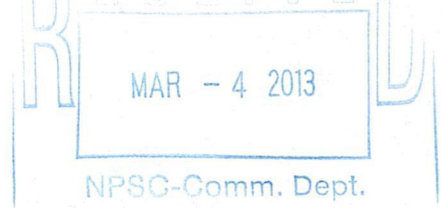
Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE NO.	REVISION	PAGE NO.	REVISION
1	Original*		
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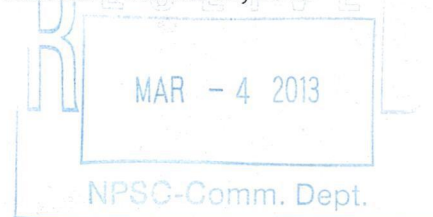
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INTEREXCHANGE SERVICE**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (C) - To signify Changed Regulation
- (D) - Delete or Discontinue
- (I) - Change Resulting in an Increase to a rate
- (M) - Moved from another tariff location
- (N) - New
- (R) - Change resulting in a Reduction to a rate
- (S) - Matter Appearing Elsewhere or Repeated for Clarification
- (T) - Change in Text But No Change to Rate or Charge
- (V) - Signifies Vintage Tariff
- (Z) - Correction

TARIFF FORMAT

A. Page Numbering – Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff.

B. Page Revision Numbers – Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 14 cancels 3rd Revised Page 14.

C. Paragraph Numbering Sequence – There are various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding. For example:

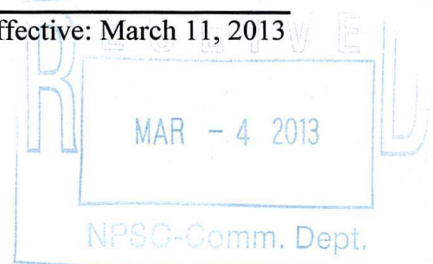
2.
2.1
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2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)

D. Check Sheets – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current page on file with the Commission.

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INTEREXCHANGE SERVICE

SECTION 1 - DEFINITIONS

Call – A completed connection established between a Calling Station and a Called Station.

Carrier or Company - Grasshopper Group, LLC, unless otherwise indicated by the context.

Commission – Refers to the Nebraska Public Service Commission.

Customer - A person, firm or corporation, or other entity which purchases or uses the Company's Services and is responsible for the payment of charges and/or compliance with tariff regulations.

Service or Services – The services of Grasshopper Group, LLC, described in Section 3 of this Tariff.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, metering, or any other form of intelligence.

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INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications at specified points within the state of Nebraska under terms of this tariff.

The Company operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Customer is responsible for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary resold facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control, or when the Customer is using the Services in violation of provisions of this tariff, or in violation of the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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INTEREXCHANGE SERVICE**SECTION 2 - RULES AND REGULATIONS****2.3 Use**

Services provided under this Tariff may be used for any lawful purpose consistent with the transmission and switching parameters of telecommunications facilities utilized in the provision of Services. The Services may be used solely to transmit communications of the Customer in a manner consistent with the terms and conditions of this Tariff and the policies and regulations of the Commission. The Services are furnished subject to the condition that they will be used only for authorized and lawful purposes by the Customer. The use of the Company's Service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited. The use of the Company's Service without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false credit cards is prohibited. The Company's Services are available for use twenty-four hours per day, seven days per week.

2.4 Liabilities of the Company

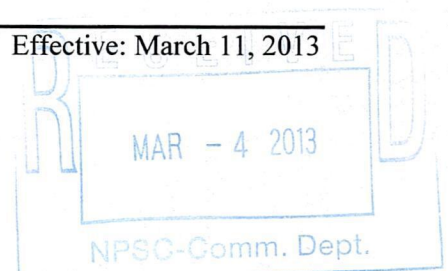
2.4.1 Limitation of Liability: In no event shall the company, its parents, subsidiaries, affiliates or their respective members, managers, directors, officers, employees, stockholder, or agents be liable for any damages, including but not limited to direct, compensatory, indirect, incidental, consequential, special, exemplary or punitive damages (including, without limitation, damages for loss of profits, business interruption, loss of information) for: (1) any injuries to persons or property arising from use of the services, or any equipment used in connection with the services; (2) Customer's inability to use the services; (3) Customer's misuse of the service; (4) nonperformance or a failure of the services caused by acts or omissions of another service provider; (5) equipment or software failure or modification; (6) telecommunications or computer equipment failures, or (7) acts of God or other causes beyond the Company's control. The foregoing shall even if the Company has been advised of the possibility of such damages.

2.4.2 No Warranties: The services provided under this Tariff are provided "as is." The Company makes no warranties regarding the services whatsoever and disclaims any and all express or implied warranties of any kind, including any warranties of merchantability, non-infringement of intellectual property, fitness for a particular purpose, or warranties arising by course of dealing or custom or trade. The Company does not authorize anyone to make a warranty of any kind on the Company's behalf and Customer should not rely on any such statement.

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INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS

2.4 Liabilities of the Company (Cont'd)

2.4.3 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.

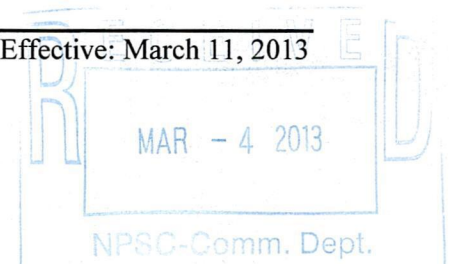
2.4.4 The Company shall be indemnified and held harmless by the Customer against:

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
- (B) All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.

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INTEREXCHANGE SERVICE**SECTION 2 - RULES AND REGULATIONS****2.5 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed on Customer bills as separate line items and are not included in the quoted rates.

2.6 Billing and Payment

2.6.1 Customer is responsible for paying all charges on its account for services provided by the Company, including, but not limited to, long distance, directory assistance charges, regulatory and government fees, and for all taxes and surcharges, including regulatory recovery fees, imposed on the services or the Company as a result of Customer's use of the services. The Company collects any applicable initiation fees and monthly recurring charges automatically in advance of the month of usage. Customer will also be billed for additional minutes used (which exceed the number of calling minutes in the Customer's plan), either in the month following such usage or upon the usage of an additional 1000 minutes, whichever comes first. Usage charges are billed in arrears.

2.6.2 Any objection to billed charges should be promptly reported to the Company. Notice of any disputes must be in writing and received by the Company within thirty (30) days after the invoice date or the dispute will be waived. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Customer must pay all undisputed amounts in full to avoid late payment charges or default.

2.6.3 Company will charge a late payment charge on any amounts unpaid by the due date of the lesser of: (1) 1.5% per month or 18% per annum or (2) the highest amount allowed by law.

2.6.4 The Company will bill Customer's credit card on the date payment is due or if a Customer exceeds its threshold billing level. If the card fails, the Company will provide notice to the Customer by electronic mail and will attempt to bill the Customer's card as follows:

Due date + 1 day – The Company will attempt to bill the card, if the card fails, the Company will advise the Customer by electronic mail;

Due date + 6 days – The Company will attempt to bill the card, if the card fails, the Company will advise the Customer by electronic mail;

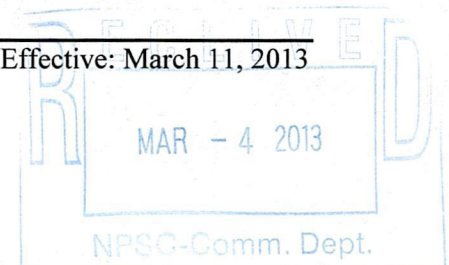
Due date +14 days – The Company will attempt to bill the card, if the card fails, the Company will advise the Customer by electronic mail;

Due date + 21 days - The Company will attempt to bill the card, if the card fails, the Company will cancel the account and send notice to the Customer via electronic mail.

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INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS

2.7 Disconnection of Service by Carrier

The Company, upon 5 working days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

2.7.1 If Customer fails to remit by the due date any sum due to carrier for regulated service.

2.7.2 A violation of any regulation governing the service under this tariff.

2.7.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.

2.7.4 Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

2.8 Disconnection of Service by Customer

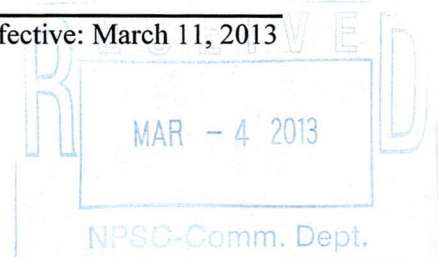
The Customer may terminate service at any time upon one (1) day written notice.

2.9 Deposits

The Company does not require a deposit from the Customer.

2.10 Advance Payments

The Company collects initiation fees and monthly recurring charges in advance of the month of usage.



INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS

2.11 Restoration of Service

The Company will provide or restore the Services when the Customer is in compliance with the provisions of this Tariff and all applicable laws, rules, regulations and policies of pertinent government authorities and the Company determines that the Services can be provided without undue risk to the Company or the Services provided to other Customers of the Company.

2.12 Customer Service and Billing Inquiries

Customer inquiries regarding Service or billing may be made in writing or by calling the toll free number listed below:

Grasshopper Group, LLC
197 1st Avenue, Suite 200
Needham, Massachusetts 02494
Toll-Free: (800) 820-8210

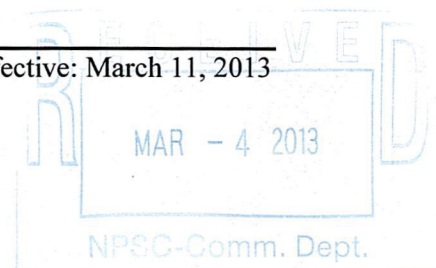
Customers who are dissatisfied with the response to their complaint may contact the Nebraska Public Service Commission for resolution of the issues at the following address:

Nebraska Public Service Commission
1200 N. Street, Suite 300
Lincoln, NE 68508
Telephone: (402) 471-3101
Fax: (402) 471-0254

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SECTION 2 - RULES AND REGULATIONS

2.12 Customer Service and Billing Inquiries (Cont'd.)

2.12.1 Company Response to Customer Complaints

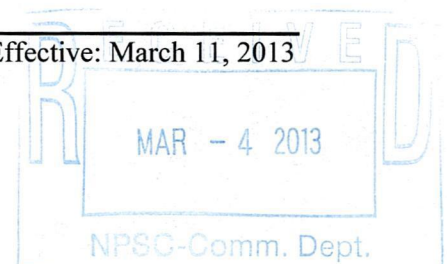
The Company shall promptly respond to Customer complaints. The Company shall:

- 2.12.1.A** Receive trouble reports twenty-four (24) hours a day and all other complaints during normal business hours, without toll or any other charge.
- 2.12.1.B** Investigate all Customer complaints fully and promptly.
- 2.12.1.C** Handle all Customer complaints in an efficient and courteous manner.
- 2.12.1.D** Advise a Customer who has exhausted the Company's internal procedures and expresses dissatisfaction with the Company's resolution of the issue of the Customer's right to have the complaint considered and reviewed by the Commission, providing the Commission's address and telephone number for the Customer's convenience.
- 2.12.1.E** Investigate and respond within thirty (30) days to any Customer complaint transmitted by the Commission to the Company, either by letter or by telephone.
- 2.12.1.F** Maintain an accurate record of each Customer complaint, including the complainant's name, the date and nature of the complaint, and its disposition. The record shall be kept for a period of two (2) years following the final settlement or disposition of the complaint.

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SECTION 2 - RULES AND REGULATIONS

2.13 Other Rules

2.13.1 Regulatory Changes

The Company reserves the right to discontinue Service, limit Service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the ICC and the Federal Communications Commission.

2.13.2 Refunds or Credits for Service Outages or Deficiencies

2.13.2.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or due to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in Subsection 2.4.1. It shall be the Customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or equipment, if any, furnished by the Customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

2.13.2.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

2.13.2.3 The Customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

$$\text{Credit} = A/720 \times C$$

"A" - outage time in hours

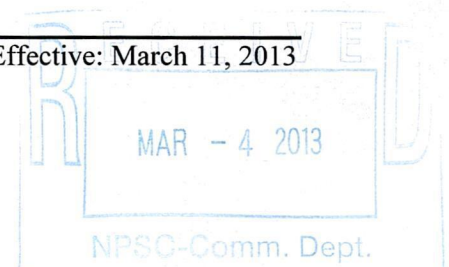
"B" - each month is considered to have 720 hours

"C" - total monthly charge for affected facility

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INTEREXCHANGE SERVICE

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and End For Phone Calls

The Customer's usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver (i.e. when 2 way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

The minimum call duration for billing purposes is 18 seconds for a connected call and calls beyond 18 seconds are billed in 6 second increments.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each invoice.

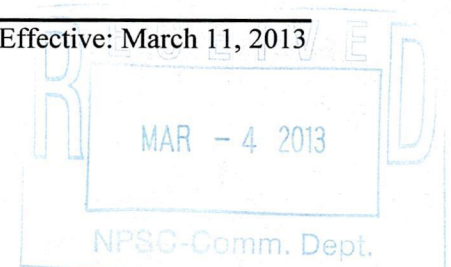
3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

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INTEREXCHANGE SERVICE**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.2 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

FORMULA:

The square
root of:
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

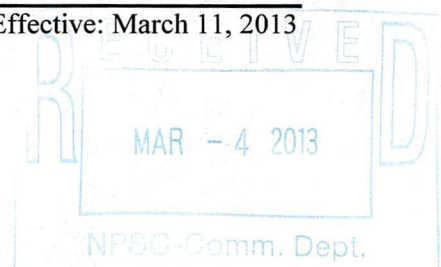
3.3 Service Offerings**3.3.1 Inbound 800/Toll-Free and Long Distance Service**

Company's Service Plans are offered to business Customers. Each service plan includes at least one toll-free and/or local number, a specified number of minutes of use per month, unlimited extensions and access to all features. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in 6 second increments. A monthly recurring service charge applies. Rates for Company's service plans are set forth in Section 4 of this Tariff.

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SECTION 4 - RATES

4.1 Inbound 800/Toll-Free and Long Distance Service

Rates listed in this tariff are for in-state calls only.

Bundled Plan (100-10,000 minutes) – Monthly charge \$12.00-\$2000.00

Usage above Plan Allowance – \$0.04 to \$0.09 per minute

Activation Fee – \$25.00 (may be waived for certain plans)

4.2 Payment of Calls

4.2.1 Late Payment Charges

A late payment Charge of the lesser of (1) 1.5% per month or (2) the highest amount allowed by law, will be assessed on all unpaid balances more than thirty days old, except that such late payment charge will not be applied to any previously-applied late payment charges. Late payment charges will be assessed without discrimination.

4.3 Special Promotions

The Company will, from time to time, offer special promotions to its customers waiving certain charges, including activation/set-up fees, reduced overage usage rates, and discounted subscription rates

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