

NebraskaLink Holdings, LLC Nebraska Services Tariff

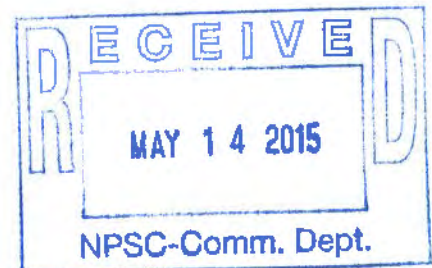
TERMS, CONDITIONS, RATES AND CHARGES

NEBRASKALINK HOLDINGS, LLC

STATE OF NEBRASKA

Effective Date:
Issue Date:

May 5, 2015
May 5, 2015



APPLICATION OF TARIFF

This tariff contains terms, conditions, rates and charges applicable to the provision of services provided by NebraskaLink Holdings, LLC, hereinafter referred to as NebraskaLink, to customers in the state of Nebraska.

1.1 EXPLANATION OF SYMBOLS

- (C) – To signify changed term of condition
- (D) – To signify discontinued material
- (I) – To signify a rate increase
- (M) – To signify a material moved from part of a tariff to another
- (N) – To signify a new material
- (R) – To signify a rate reduction
- (T) – To signify a change in text but no change in term or condition
- (O) – To signify obsolete material

2.1 GENERAL REGULATIONS

2.2 Ordering Procedures

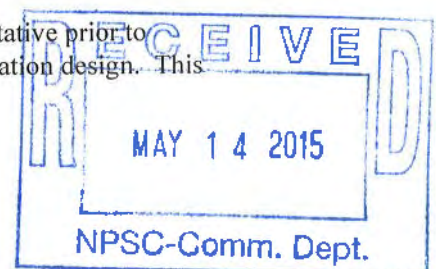
- a. Services can be provided where NebraskaLink facilities are available and technically feasible. Where suitable facilities are not available or technically feasible, special construction may be involved and services may be provided based on ICB (Individual Case Basis) terms, conditions and charges.
- b. All orders for service should be submitted in writing on a NebraskaLink order form with appropriate authorizing signature.
- c. With customer's authorized, written consent, NebraskaLink may substitute equipment of equivalent or superior functionality and performance in the event that any of the equipment ordered is not available at the time of shipment. If customer does not consent, delivery of Services shall be delayed and the installation date shall be postponed until such equipment is available.

2.3 Delivery and Installation

- a. NebraskaLink shall coordinate with the customer for the delivery and storage of equipment as required.
- b. Prior to delivery of services, customer shall prepare all installation sites and shall continue to maintain these sites. NebraskaLink shall remove all debris caused by NebraskaLink.
- c. Customer may arrange for installation by NebraskaLink of customer provided equipment, subject to the then-current standard NebraskaLink charges and conditions.
- d. NebraskaLink's project leader shall meet with customer representative prior to installation to designate and finalize the installation and configuration design. This

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process shall clarify and define in detail the pre-designed network plan. Said design will determine the final project scope.

- e. NebraskaLink and customer will develop a reasonable installation/implementation plan and timeline. NebraskaLink agrees to make all reasonable efforts to meet the installation date. Services will have not met the installation date unless the products are completely and fully installed, tested and certified. NebraskaLink shall coordinate with customer personnel during installation. Customer agrees to reasonable extensions of the installation timeline if installation is delayed due to changes by customer or by circumstances beyond the control of NebraskaLink.
- f. Customer shall provide NebraskaLink an on-site storage area and access to all the facilities seven days a week during the installation phases of the services. This access needs to be scheduled in advance. Customer personnel may accompany NebraskaLink personnel during any after-hour on-site work.

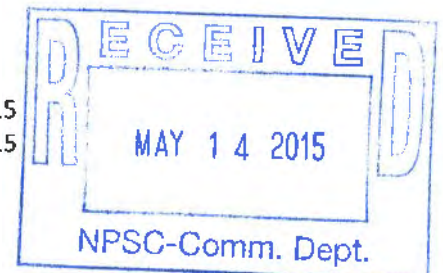
2.4 Billing and Payment

- a. The customer is responsible for payment of all charges for facilities and services furnished, including charges for services originated or charges accepted at such facilities, in accordance with NebraskaLink's regular billing and collection practices.
- b. Unless special arrangements are made, all charges for service, equipment and facilities are payable monthly, in advance.
- c. In the event that payment from a customer is less than the total amount of all charges owing to NebraskaLink and the customer does not specifically designate the manner to apply said payment, then NebraskaLink may apply all or any part of the payment received to such account or indebtedness in any manner NebraskaLink desires.
- d. All charges shall be paid no later than 30 days from the date of the receipt of the invoice. NebraskaLink may impose a late payment charge of one and one-half percent (1.5%) (or the highest rate allowed by law, whichever is less) beginning from the date first due until paid in full.
- e. Any sales, use privilege, excise, franchise or occupation tax or surcharges or similar taxes or impositions now or hereafter levied by the Federal, State or Local government or any political subdivision or taxing authority thereof may be billed by NebraskaLink to the customer on a pro rate basis in the areas wherein such taxes, impositions or other charges shall be levied.
- f. In addition to other general regulations for activation of service, NebraskaLink may deny service to a customer if the customer has existing or previous unpaid debts to NebraskaLink.

2.5 Customer Responsibilities

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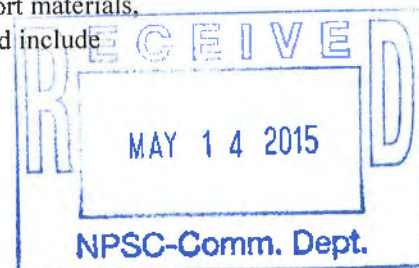
- a. The customer shall be responsible for placing all orders for service, payment of all charges offered herein and compliance with NebraskaLink terms and conditions.
- b. Customer acknowledges it has independently determined that the services ordered under this tariff meet its requirements.
- c. Customer has sole responsibility for use of the services, including operating procedures, audit controls, accuracy and security.
- d. Customer shall ensure that its personnel are, at all times, educated and trained in the proper use and operation of the services and that they are used in accordance with applicable manuals and instruction.
- e. Facilities utilized by NebraskaLink to provide service under the provisions of this tariff shall remain the property of NebraskaLink. Such facilities shall be returned to NebraskaLink by the customer, whenever requested, within a reasonable period following request, in as good condition as reasonable wear will permit.
- f. Customer shall secure and provide all electrical circuits required for the installation of services.
- g. The services and equipment provided under this tariff shall be available to NebraskaLink at times mutually agreed upon by NebraskaLink and customer in order to permit NebraskaLink to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustment.
- h. Customer shall not use services for any unlawful purpose.

2.6 Protection of Proprietary Information

- a. Customer shall keep in confidence and protect proprietary information of NebraskaLink from disclosure to third parties and restrict its use. Customer acknowledges that unauthorized disclosure of proprietary information may cause substantial economic loss to NebraskaLink or its licensors. All materials containing proprietary information shall be marked with "Proprietary", "Confidential", or in a manner that gives notice of its proprietary nature. Proprietary information shall not be copied, in whole or in part, except when essential for correcting, generating or modifying proprietary information in customer's possession.
- b. Upon termination or cancellation of any NebraskaLink services, customer shall destroy (and in writing, certify destruction) or return to NebraskaLink all copies of any related proprietary information in customer's possession.
- c. It is acknowledged, unless purchased by customer, that all support materials, including without limitation, diagnostics, are the property of, and include

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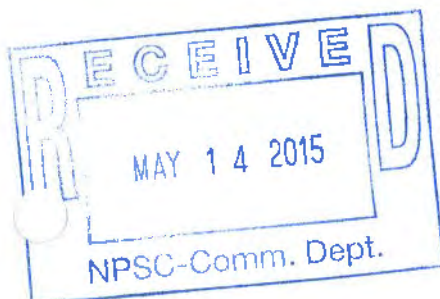


proprietary information of NebraskaLink. Customer agrees that such materials shall be used only by NebraskaLink personnel, and that NebraskaLink has the right to remove such materials from customer's facility at any time.

- d. NebraskaLink shall hold in confidence any and all customer's sensitive information.
- e. Customer and NebraskaLink shall inform their respective employees of their obligations under this Section and instruct them so as to ensure such obligations are met.
- f. This Section shall survive termination or cancellation of services.

2.7 Warranties and Disclaimers

- a. NebraskaLink represents and warrants to customer that all services provided by NebraskaLink during the installation process shall meet or exceed normally accepted industry standards. If any issue should arise, customer shall notify NebraskaLink in writing of such and NebraskaLink shall have 30 days to resolve each issue to customer's satisfaction.
- b. NebraskaLink shall test and verify in writing that all services are in good working condition at the time of initial installation. NebraskaLink warrants that services provided will be available 99% of the time as measured on an annual basis. If service is available for less than 99% of the time measured on an annual basis, NebraskaLink will reimburse the customer on a pro-rated hourly basis for all time service is available less than 99%. At a minimum, restoration efforts will begin within four hours of outage notification to NebraskaLink by customer. NebraskaLink will provide customer with a one day (1) credit for each event that exceeds the above criteria for restoration response. Customer agrees that this is the sole remedy for damages in the event of an outage of service. In no event shall NebraskaLink be responsible for damages related to loss of revenue or business interruption due to an outage of services.
- c. NebraskaLink shall not be liable for lost or damaged data, loss of use of the system or any part thereof, due to circumstances beyond the control of NebraskaLink.
- d. Neither party shall be liable for failure to fulfill its obligations when due to causes beyond the parties' reasonable control which shall include, without limitation, all delays caused by municipal permitting process, labor disputes, riots, civil commotion or insurrection, war or warlike operations, invasion, fire or other casualties, terrorism or any acts of terrorism, collectively, "Acts of God."
- e. NebraskaLink will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to: equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. NebraskaLink will work cooperatively with the customer to determine the reasonable notification requirements.



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- f. NebraskaLink reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on business or economic feasibility of providing service, as determined by NebraskaLink in its reasonable judgement.

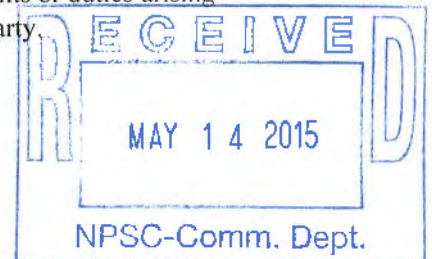
2.8 Alterations and Attachments

- a. Customer shall give NebraskaLink prior written notice of any proposed alterations or attachments to services or NebraskaLink equipment. NebraskaLink has no obligation to provide support services for non-NebraskaLink supplied attachments, or altered services. Should NebraskaLink agree to maintain, support or correct altered services, NebraskaLink may impose additional charges with prior written agreement of customer.
- b. NebraskaLink is not responsible for any malfunction, non-performance or degradation of performances of services, supplies or maintenance support materials, caused by, or resulting directly or indirectly from, any alteration or attachment unless NebraskaLink's maintenance of the alteration or attachment causes the malfunction.
- c. Customer shall be solely responsible for infringement, personal injury or damage to property and equipment resulting from alterations or attachments made by the customer.

2.9 Termination and Cancellation

- a. Without prejudice to other remedies, NebraskaLink may suspend services, cancel any order placed by customer, and repossess NebraskaLink purchased services (excluding services for which the purchase price has been fully paid), if customer fails to make any required payments for billed services and fails to correct such default within 30 days after written notice from NebraskaLink.
- b. NebraskaLink may terminate support services on 30 days prior written notice if NebraskaLink determines that any alterations, attachments, or failure to install a maintenance release will interfere with the provisions of such services.
- c. NebraskaLink may terminate service if customer fails to perform any of its obligations under this agreement.
- d. Customer may terminate services if NebraskaLink fails to satisfactorily perform any of NebraskaLink' responsibilities and obligations under this tariff provided that customer provides NebraskaLink with written notice of such failure and (i) NebraskaLink fails to remedy such failure within 30 days after receiving such notice or (ii) if such failure cannot be remedied within 30 days, NebraskaLink fails to take steps toward remedying such failure within a reasonable time.
- e. Termination or cancellation of services shall not affect any rights or duties arising under it with respect to the proprietary information of either party.

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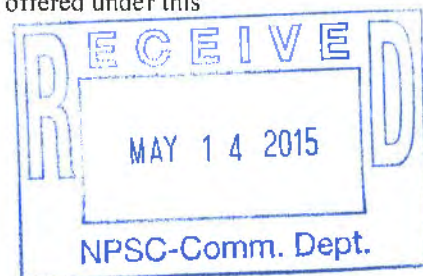
- f. If NebraskaLink terminates service under provisions of this section or if customer terminates service for any reason other than 2.9d, customer shall be responsible for a Termination Charge equal to 100% of the remaining payments due under the contracted fixed period service rate plan. Customer may terminate original contract and avoid termination charges if like services are purchased under a replacement contract whereby new payments are 110% or greater than original services being replaced.

2.10 LIABILITY

- a. The customer shall reimburse NebraskaLink for damages to NebraskaLink facilities utilized to provide services under this tariff, caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the NebraskaLink facilities, or due to malfunction of any facilities or equipment provided by other than NebraskaLink.
- b. With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and hold harmless NebraskaLink from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- c. The customer shall defend, indemnify and save harmless NebraskaLink from and against any suits, claims, losses or damages including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the NebraskaLink's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the wrongful conduct of the customer, its officers, agents or employees.
- d. The customer shall defend, indemnify and save harmless NebraskaLink from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.
- e. NebraskaLink shall be indemnified, defended and held harmless by the customer against any claim, loss, or damage arising from use of services offered under this tariff involving:

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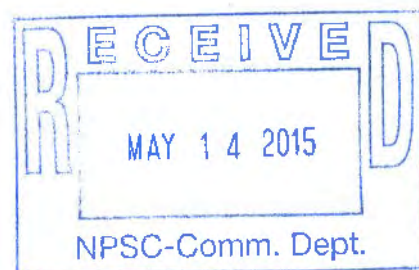
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1. Claims for libel, slander, invasion of privacy and infringement of copyright arising from the material transmitted over the facilities or the customer's.
 2. Claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by NebraskaLink, facilities or equipment furnished by the customer.
 3. All other claims arising out of any act or omission of the customer in connection with the facilities provided by NebraskaLink.
- f. NebraskaLink shall not be liable for any act or omission of any customer providing a portion of a service, nor shall NebraskaLink for its own act or omission hold liable any customer providing a portion of a service.
- g. NebraskaLink is not liable for any defacement of or damage to the premises of a customer resulting from the furnishing of any facilities by NebraskaLink on the premises or by the installation or removal when defacement or damage is not the result of negligence of the agents or employees of NebraskaLink.
- h. NebraskaLink shall not be liable for any lost profits or lost revenues arising out of the performance or failure to perform under this tariff. In no case shall Customer's damages attributable to services under this tariff exceed the fees paid to NebraskaLink for the services giving rise to Customer's claim for damages.
- i. No license under patents (other than the limited license to use) is granted by NebraskaLink or shall be implied or arise by estoppel, with respect to any service offered under this tariff. NebraskaLink will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.
- j. No arbitration proceeding or legal action, regardless of its form, related to or arising out of this tariff, may be brought by either party more than three years after the cause of action first accrued.
- k. Any failure or delay by either party in exercising any rights or remedy shall not constitute a waiver.
- l. Neither customer nor NebraskaLink shall assign or transfer their rights or obligations under this tariff without prior written consent of the other party except that NebraskaLink may assign to an affiliate without prior written consent. NebraskaLink may assign the right to receive payment pursuant to this tariff to any entity providing financing.
- m. The laws of the State of Nebraska and the rules of the Nebraska Public Service Commission shall govern this tariff.

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3. ME (METRO ETHERNET) SERVICES

3.1 DESCRIPTION

3.1.1 GENERAL

ME (Metro Ethernet) Service is a simple, easily expandable transport service that uses the standard Ethernet transport technology. ME allows customers to connect via E-Line point to point or E-Lan multiple enterprise locations within a service area using the standard Ethernet protocol. ME transmission speeds are as low as 5 Mbps and up to 1 Gbps in increments of 10 Mbps from 10 to 100 Mbps and from 100 Mbps to 1,000 Mbps.

3.1.2 SERVICE ELEMENTS

a. Network Interface Device (NID)

The NebraskaLink network interface device is the point of interconnection between NebraskaLink communications facilities and the customer-provided facilities. The network interface device is the point of demarcation on the customer's premises where NebraskaLink's responsibility for the provision of ME Service ends.

b. Access Link

A ME access link connects a customer facility at the NID to an Ethernet port on the ME network with a standard optical or copper connection.

c. ME Port

ME Port is an Ethernet port that is the physical entry point to the shared metro Ethernet network. Customers may choose to connect to an electrical 10/100 port or an electrical or optical 1,000 Mbps port on the NebraskaLink network.

d. Ethernet Virtual Circuit (EVC)

The EVC is bandwidth provisioned over the ME Port. Customers may subscribe to one of the following: 10 Mbps, 20 Mbps, 30 Mbps, 40 Mbps, 50 Mbps, 60 Mbps, 70 Mbps, 80 Mbps, 90 Mbps, 100 Mbps, 200 Mbps, 500 Mbps and 1,000 Mbps. All EVCs require an appropriately scaled ME port.

3.2 GENERAL TERMS AND CONDITIONS

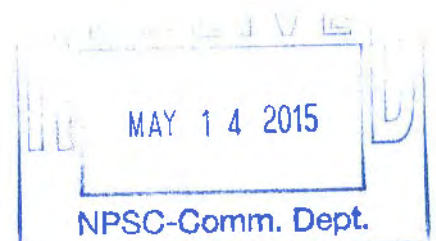
In addition to the general terms and conditions in Section 2 of this tariff, the terms and conditions in this section also apply for ME

- a. ME can be provided where NebraskaLink facilities and equipment are available and technically feasible. Where suitable facilities are unavailable for provision of the service, special ICB (Individual Case Basis) construction of the facilities may be necessary.
- b. For ME, the NebraskaLink customer will provide equipment space furnished by the customer under the terms of Section 2. This location must be accessible exclusively to NebraskaLink, as if NebraskaLink is the tenant.

3.3 RATE ELEMENTS

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a. ME Port

A nonrecurring charge applies per new ME Port. A nonrecurring charge for a ME Port will also be assessed for an electrical 10/100 port or optical 1,000 Mbps port on the NebraskaLink network.

b. Ethernet Virtual Circuit (EVC)

A monthly rate is assessed per bandwidth profile subscribed to and the term plan chosen. Customers may subscribe to one of the following: 10 Mbps, 20 Mbps, 30 Mbps, 40 Mbps, 50 Mbps, 60 Mbps, 70 Mbps, 80 Mbps, 90 Mbps, 100 Mbps, 200 Mbps, 500 Mbps and 1,000 Mbps. All EVCs require an appropriately scaled ME port.

3.4 RATE TERMS AND CONDITIONS

- a. In all cases, price terms for provision of ME Service shall be such price terms as are determined by NebraskaLink and customer as part of a negotiated contract for ME Service. The initial order for ME must be for a fixed-period service rate plan of month to month, one, two, three, four or five year fixed-period service. ME customers will not receive rate decreases if NebraskaLink decreases the rates during their term plan.
- b. A subsequent order to add a ME Port to an existing fixed-period service pricing plan must be for the remainder of the existing fixed-period service pricing plan, provided the remainder of the existing plan is at least the minimum period of twelve months.
- c. A subsequent order to add or change a ME Port during the fixed-period service rate plan will be assessed the nonrecurring charge.
- d. A following order to increase an EVC during the fixed-period service rate plan will not be assessed the EVC nonrecurring charge. The monthly rate will be changed to the new EVC charge. The customer may subsequently decrease the EVC as low as the originally configured bandwidth without being assessed a Termination Charge. If decreased EVC is lower than originally signed for prior to the expiration date of the fixed-period service rate plan the Termination Charge will apply. See Section 2.9 for Termination Charges.

4. MPL (METRO PRIVATE LINE) SERVICE

4.1 DESCRIPTION

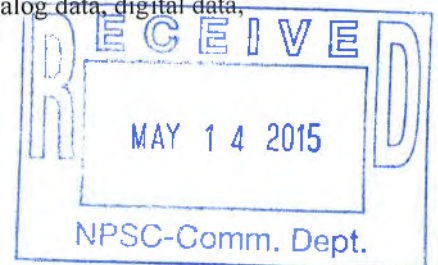
4.1.1 GENERAL

Metro Private Line Services are comprised of 6 types of services:

- a. DS-1 service is a digital transmission facility of 1.544 Mbps with the capacity of up to 24 analog or digital channels. This service supports analog data, digital data, video or voice.

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- b. DS-3 service is a digital transmission facility of 44.736 Mbps that supports up to 28 DS-1 channels, or 672 analog data, digital data, video or voice channels.
- c. OC-3 service is a network line with digital transmission speed of 155.52 Mbps (payload: 150.336 Mbps; overhead: 5.184 Mbps) using fiber optics. It can be provisioned multiplexed or concatenated (carrying the data from a single source) OC-3C.
- d. OC-12 service is a network line with a SONET rate of 621.84 Mbps (payload: 601.344 Mbps; overhead: 20.736 Mbps) using fiber optics. It can be provisioned multiplexed or concatenated (carrying the data from a single source) OC-12C.
- e. OC-48 service is a network line with a SONET rate of 2488.32 Mbps (payload: 2405.376 Mbps; overhead: 82.944 Mbps) using fiber optics. It can be provisioned multiplexed or concatenated (carrying the data from a single source) OC-48C.
- f. OC-192 service is a network line with a SONET rate of 9953.28 Mbps (payload: 9621.504 Mbps; overhead: 331.776 Mbps), using fiber optics. It can be provisioned multiplexed or concatenated (carrying the data from a single source) OC-192C.

MPL service provides customers with dedicated point to point private line connections between two customer locations over a shared fiber optic network. Customer locations can be single buildings, multi-tenant buildings or a carrier POP. Services can be provided where NebraskaLink fiber optic facilities are available and technically feasible. MPL Service can be provided two ways, On-Net to On-Net or On-Net to Off-Net.

- a. On-Net to On-Net is where both ends of customer's service originate in buildings using facilities that have been provisioned by NebraskaLink. Customer sites that are not On-Net but are in the Metro Area can be provisioned to the NebraskaLink MPL Network on an ICB basis.
- b. On-Net to Off-Net is where the customer's ends of service are provided by a building using a facility provisioned by NebraskaLink (On-Net) to a facility that is owned and operated by a third party provider (Off-Net). NebraskaLink will order and provision Off-Net services on the customer's behalf and provide an end-to-end solution for the customer.

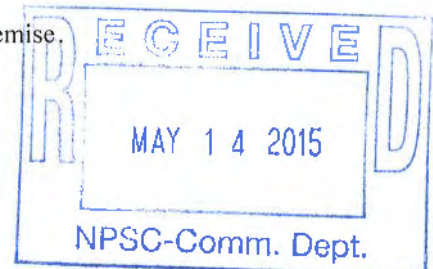
4.1.2 SERVICE ELEMENTS

- a. Node

A point of connection between NebraskaLink and the customer's premise.

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b. Mileage

Mileage is what provides the connection between Nodes. NebraskaLink does not use a Mileage component in pricing MPL.

c. Multiplexing

Multiplexing provides the breakdown of the Service Node into channels of bandwidth as listed:

- 1. DS-3 channelizes to 28 DS-1s
- 2. OC-3 channelizes to 3 DS-3s
- 3. OC-12 channelizes to 4 OC-3s
- 4. OC-48 channelizes to 4 OC-12s
- 5. OC-192 channelizes to 4 OC-48s

d. Port

A Port element applies per Service as listed in section 4.1.1 that is terminated at the customers premise to the Node.

4.2 GENERAL TERMS AND CONDITIONS

In addition to the general terms and conditions in Section 2 of this tariff, the terms and conditions in this section also apply for MPL.

- a. Service can be provided where NebraskaLink facilities and equipment are available and technically feasible. Where suitable facilities are unavailable for provision of the service, special ICB (Individual Case Basis) construction of the facilities may be necessary.
- b. The customer must provide equipment space per the terms of Section 2. This space must be accessible exclusively to NebraskaLink, as if NebraskaLink is the tenant

4.3 RATE ELEMENTS

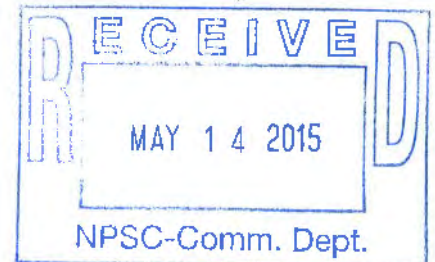
- a. Rates are specified per port. The port is interfaced to the customer's equipment and determines the number and type of services purchased by the customer.

4.4 RATE TERMS AND CONDITIONS

- a. The initial order for MPL must be for a specified fixed period rate plan (month to month, one year, two years, three years, four years or five years). MPL customers will not receive a rate decrease if NebraskaLink decreases rates during the initial term period.
- b. A subsequent order to add an MPL Port to an existing fixed period rate plan must be for the remainder of the existing fixed period rate plan, provided the remainder of the existing plan is at least a minimum period of 12 months.
- c. A subsequent order to add or change an MPL Port during the fixed period rate plan will be assessed the nonrecurring charge (NRC).

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- d. Rates and Charges will be developed on an individual case basis and will be specified in a Service Agreement between NebraskaLink and the customer.

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