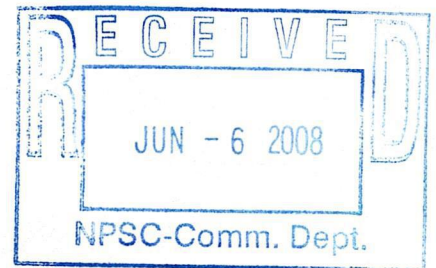


ONVOY, INC.

REGULATIONS AND SCHEDULE OF CHARGES  
APPLYING TO  
INTEREXCHANGE TELECOMMUNICATIONS SERVICES  
FURNISHED  
IN THE STATE OF NEBRASKA



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Issued: June 6, 2008

Effective: June 16, 2008

Senior Regulatory Manager  
300 South Highway 169, Suite 700  
Minneapolis, Minnesota 55426

CHECK SHEET

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s).  
Original and revised sheets as named below comprise all changes from the original Tariff that are currently in effect as of the date on the bottom of this sheet.

Sheet	Revision No.	Effective Date	Sheet	Revision No.	Effective Date
1	First Revised	June 16, 2008	31	First Revised	June 16, 2008
2*	Second Revised	March 20, 2014	32	First Revised	June 16, 2008
3	First Revised	June 16, 2008	33*	First Revised	March 20, 2014
4	First Revised	June 16, 2008	34*	First Revised	March 20, 2014
5	First Revised	June 16, 2008	35*	First Revised	March 20, 2014
6	First Revised	June 16, 2008	36*	First Revised	March 20, 2014
7	First Revised	June 16, 2008	37*	First Revised	March 20, 2014
8	First Revised	June 16, 2008	38*	First Revised	March 20, 2014
9	First Revised	June 16, 2008	39*	First Revised	March 20, 2014
10	First Revised	June 16, 2008	40*	First Revised	March 20, 2014
11	First Revised	June 16, 2008	41*	First Revised	March 20, 2014
12	First Revised	June 16, 2008	42*	First Revised	March 20, 2014
13	First Revised	June 16, 2008	43*	First Revised	March 20, 2014
14	First Revised	June 16, 2008			
15	First Revised	June 16, 2008			
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26	First Revised	June 16, 2008			
27	First Revised	June 16, 2008			
28	First Revised	June 16, 2008			
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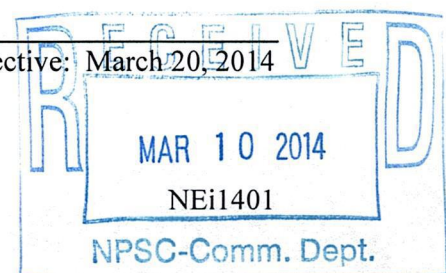
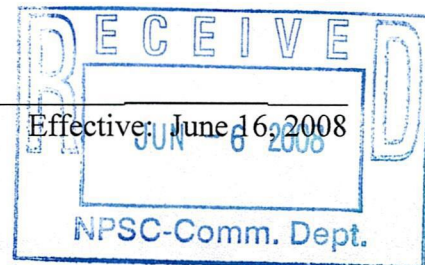


TABLE OF CONTENTS

1.	INTERCONNECTING CARRIERS .....	4
2.	APPLICATION OF TARIFF .....	4
3.	SECTION 1 - DEFINITIONS .....	5
4.	SECTION 2 - GENERAL REGULATIONS.....	10
5.	SECTION 3 – OPERATOR ASSISTED TOLL SERVICES & DIRECTORY ASSISTANCE .....	20
6.	SECTION 4 –PRIVATE LINE SERVICES.....	22
7.	SECTION 5 - ORDERING OPTIONS ACCESS SERVICES.....	26
8.	SECTION 6 – SWITCHED ACCESS SERVICES.....	33

Issued: June 6, 2008

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300 South Highway 169, Suite 700  
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**1. INTERCONNECTING CARRIERS**

**A. CONCURRING CARRIERS**

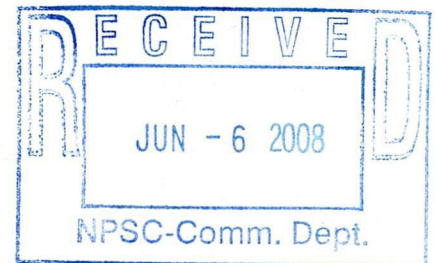
None.

**B. CONNECTING CARRIERS**

Onvoy reserves the right to interconnect its services with those of any authorized Common Carrier, Local Exchange Carrier, or alternate access provider of its choice, and to utilize such services to provide the services described herein.

**2. APPLICATION OF TARIFF**

This tariff applies to interexchange telecommunications services, between and among points within the State of Nebraska furnished by Onvoy, Inc.





## **SECTION 1 - DEFINITIONS**

**Access Circuit:** A switched or dedicated access line provided by the local exchange carrier to Onvoy, or between the customer location and an Onvoy point of presence.

**Access Code:** A uniform five or seven digit code assigned by NANPA to an individual customer. The five digit code has the form 10XXX, and the seven digit code has the form 101XXXX.

**Access Service:** Switched or Special Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

**Access Service Request (ASR):** The industry service order format used by Access Service customers and access providers as agreed to by the Ordering and Billing Forum (OBF).

**Access Tandem (AT):** An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and customers' premises.

**Alternate Access:** Alternate Access has the same meaning as Local Access except that the provider of the service is an entity other than the Local Exchange Carrier authorized or permitted to provide such service. The charges for Alternate Access may be specified in a private agreement rather than in a published or special tariff if private agreements are permitted by applicable governmental rules.

**Authorized User:** Any person, firm, employee, or corporation that is authorized by the customer to place or receive calls under a service agreement with Onvoy.

**Billed Party:** The person or entity responsible for payment of Onvoy service for an operator assisted call, as follows:

- (a) In the case of a Calling Card or Credit Card Call, the holder of the calling card or credit card used by the consumer; and
- (b) In the case of a Collect or Third Party call, the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

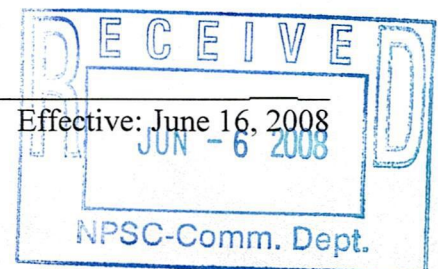
**Bit:** The smallest unit of information in the binary system of notation.

**Cancellation:** Customer-initiated cancellation of a pending service order.

**Channel(s):** An electrical or, in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.

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Senior Regulatory Manager  
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**Common Channel Signaling (CCS):** A high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

**Common Language Location Identifier (CLLI):** The naming convention of telephone switch locations – starts with a 4 character city abbreviation followed by the 2 character state abbreviation followed by a series of alpha-numeric characters.

**Conventional Signaling:** The inter-machine signaling system has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected and the sequence of supervisory signals and out pulsed digits is initiated. No overlap out pulsing ten digit ANI, ANI information digits, or acknowledgment link are included in this signaling sequence.

**Customer:** The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with Onvoy's tariff regulations.

**Dedicated:** A facility or equipment or subsystem set aside for the sole use of a specific customer.

**DS1:** Digital Speed 1, the first tier of high speed digital telecommunications service operating at 1.544 Mb/s.

**Duplex Service:** Service which provides for simultaneous transmission in both directions.

**End User:** An individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service, provided by an Exchange Carrier that does not resell those services.

**Entrance Facility:** The dedicated Switched Access transport facility from the customer premise to the Onvoy serving wire center.

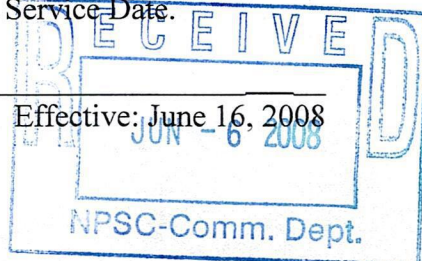
**Exchange Carrier:** Any individual, partnership, association, joint-stock Onvoy, trust, governmental entity or corporation engaged in the provision of interexchange telephone service.

**Fiber Optic Cable:** A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

**Firm Order Confirmation (FOC):** Acknowledgment by Onvoy of receipt of an Access Service Request from the Customer and commitment by Onvoy of a Service Date.

Issued: June 6, 2008

Senior Regulatory Manager  
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**Individual Case Basis (ICB):** A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**Interexchange Carrier (IXC) or Interexchange Common Carrier:** An IXC provides long distance service between LATAs; therefore, an example would be a long distance company. As compared with a Local Exchange Carrier (LEC), an IXC provides the long distance (intraLATA/interLATA) piece of the call, whereas the LEC provides the local piece.

**Kbps:** Kilobits, or thousands of bits, per second.

**LATA:** Local Access Transport Area, a geographical area within which telephone calls can be handled without going through a long-distance carrier. Telephone calls between different LATA lines must go through long-distance carriers.

**Local Access:** The connection between a customer's premises and a point of presence of the Exchange Carrier.

**Local Exchange Carrier (LEC):** An individual, partnership, association, trust, government entity or corporation engaged in the provision of local or interexchange telephone service. LEC entities can include incumbent Local Exchange Carriers (ILECs) or Competitive Local Exchange Carriers (CLECs).

**Local Switching Center:** The switching center where telephone exchange service customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

**Mbps:** Megabits, or millions of Bits, per second.

**MOU: Minutes of Use**

**NPA:** Numbering Plan Area (Area Code).

**Non-Recurring Charges (NRC):** 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.

**Off-Hook:** The active condition of Switched Access or a telephone exchange service line. Example: The receiver of the telephone set is ready to dial a phone number or is ready for a conversation.

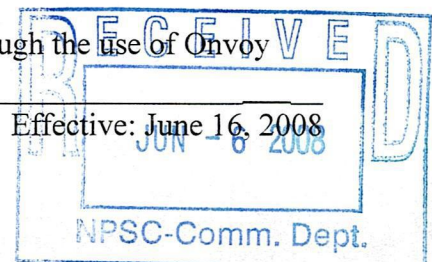
**On-Hook:** The idle condition of switched access or a telephone exchange service line. Example: The status of the receiver of a telephone is ready for an incoming call. It is not possible to hold a conversation during On-Hook status.

**Operator Assisted Call:** Any telephone connection completed through the use of Onvoy

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Senior Regulatory Manager  
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operator services.

**Operator Services:** Any telecommunications service that includes, as a component, any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call through a method other than--

- (a) automatic completion with billing to the telephone from which the call originated; or
- (b) completion through an access code used by the consumer, with billing to an account previously established with the carrier by the consumer.

**Operator Surcharge:** A non-measured (fixed) charge which is added to a measured charge in calculating the total tariff charges due for a completed operator assisted call.

**Point of Interconnection (POI):** The demarcation point or network interface on the Company's premises between the Company's facilities and the Customer's facilities.

**Point of Presence (POP):** Location where the customer maintains a facility for purpose, of interconnecting to Onvoy's Network.

**Premises:** The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

**Presubscription:** An arrangement whereby an End User may select through its Local Exchange Carrier and designate to Onvoy an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC (s) are referred to as the End-User's Primary Interexchange Carrier (PIC). The End User may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the End User.

**Recurring Charges:** The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

**Service Commencement Date:** For Special Access Service and Switched Access Service the first day following the date on which Onvoy 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. If Onvoy does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the customer. **Service Order:** The written request for Network Services executed by the Customer and Onvoy in a format devised by Onvoy, or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff. The signing of a Service Order or submission

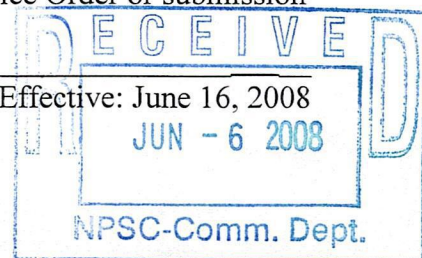
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Senior Regulatory Manager  
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JUN - 6 2008

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of an ASR by the Customer and acceptance thereof by Onvoy initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

**Service(s):** Onvoy's telecommunications Access Services offered on Onvoy's Network.

**Serving Wire Center (SWC):** The Local Exchange Carrier office from which dial tone for local exchange service would normally be provided to the Customer premises.

**Shared Facilities:** A facility or equipment system or subsystem which can be used simultaneously by several customers.

**Signaling Point of Interface:** The Customer designated location where the SS7 signaling information is exchanged between Onvoy and the Customer.

**Signaling System 7 (SS7):** The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

**Signaling Transfer Point Access:** Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

**Special Access Service:** Dedicated access between a Customer's Premises and another Point of Presence for the purpose of originating or terminating communications. Special Access is available to both carriers and end users, as defined in this tariff.

**Switched Access Service:** Access provided to the switched network of an Exchange Carrier for the purpose of originating or terminating communications.

**Tandem Switched Transport (TST):** The transport between the SWC and wire centers or between an access tandem and wire centers that subtend the access tandem.

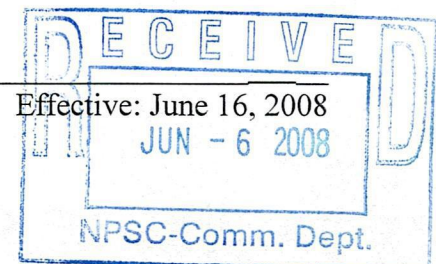
**Trunk:** A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**V & H:** Vertical & Horizontal, the coordinates which identify the location of a city or wire center according to global coordinates. Used to calculate mileage between switch locations for the purpose of mileage rates.

**Wire Center:** A building in which central offices, used for the provision of Telephone Exchange services, is located.

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## **SECTION 2 - GENERAL REGULATIONS**

The regulations set forth herein apply to intrastate telecommunications services and facilities furnished within the State of Nebraska by Onvoy, Inc. hereinafter referred to as the Company, subject to the jurisdiction of the Nebraska Public Service Commission.

When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities furnished by it.

### **2.1 UNDERTAKING OF THE COMPANY**

The Company undertakes to provide the services offered in this Tariff on the terms and conditions and at the rates and charges specified. This undertaking is dependent upon the availability of facilities. The facilities used to provide a particular service shall be chosen by the Company and are not represented to be suitable for any one service.

### **2.2 LIABILITY OF THE COMPANY**

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing telecommunications service and not caused by negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur. No other liability shall in any case attach to the Company. The above described remedies in favor of customer are exclusive and in no event shall the Company, its contractors and agents be liable to or responsible for customer or any other person or entity with respect to any other liability, loss or damage, arising out of, caused or alleged to be caused, directly or indirectly, by the Company, including but not limited to any death, bodily injury, an interruption of service, loss of business or profits or any indirect, special, or consequential damages.
- B. The customer indemnifies and saves the Company harmless (including costs and reasonable attorneys' fees) against the following:
1. Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.
  2. Any defacement or damage to the customer's premises resulting from the existence of the Company's instruments, apparatus and associated wire on such premises, or from the installation or removal thereof, when such

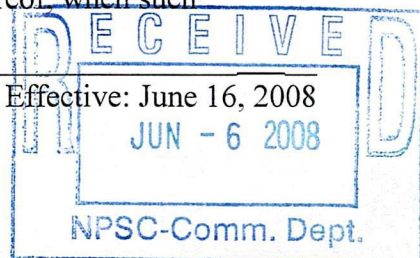
Issued: June 6, 2008

Senior Regulatory Manager  
300 South Highway 169, Suite 700  
Minneapolis, Minnesota 55426

Effective: June 16, 2008

JUN - 6 2008

NPSC-Comm. Dept.





defacement or damage is not the result of the negligence of the Company, or its employees.

3. Any accident, injury, or death occasioned by its equipment or facilities when such is not due to negligence of the Company.
  4. Claims for libel, slander, or infringement of copyright arising directly or indirectly from the material transmitted or recorded over its facilities; claims or infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus, systems and their associated wiring of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
  5. Liability for failure to provide service.
- C. The customer indemnifies and saves the Company harmless against any accident, injury or death caused through the use of apparatus which fail to meet the dielectric requirements as established by the Company when such apparatus is provided by the customer. The Company has the right of refusing to, or ceasing to, render service to a customer if at any time any of the telephones, appliances, lines or apparatus on the customer's premises shall be considered unsafe by Company personnel, or if the use of the service shall be prohibited by or forbidden under any law, ordinance or regulation.
- D. Emergency Services:

The customer also agrees to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion to use of E911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by persons accessing 911 service there under, and which arises out of the negligence or other wrongful act of the customer, its user, agencies or municipalities, or the employees or agents of any one of them.

Under no circumstances shall the Company or its officers, directors, employees or agents have any liability to the county, a person placing an emergency call on the system or to any other person or entity for any loss, damage, injury or liability which they may suffer, sustain, incur or become subject to, arising out of, based upon or resulting from any negligence on the part of the Company or its officers, directors, employees or agents in preparing or furnishing, or any delay in preparing or furnishing any E911 listings and/or updates to the county and/or in responding and/or

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Senior Regulatory Manager  
300 South Highway 169, Suite 700  
Minneapolis, Minnesota 55426

Effective: June 16, 2008

JUN - 6 2008

NPSC-Comm. Dept.

delay in responding to an emergency call, including but not limited to any death or bodily injury or any direct, indirect, incidental, special, consequential or other damages.

## 2.3 USE OF SERVICE

### A. General

Service is furnished for use by the customer and may be used only by others as specifically provided elsewhere in this Tariff.

### B. Unlawful Use of Service

Service shall not be used for any unlawful purpose. The Company may refuse to furnish service to an applicant or may disconnect the service of a customer when:

- 1) A government law enforcement agency, acting within its jurisdiction, advises the Company that such service is being used or will be used unlawfully or for an unlawful purpose, or
- 2) The Company has other information which reasonably causes it to believe that such service is being used or will be used unlawfully or for an unlawful purpose.

### C. Obscenity

Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material which is obscene, lewd, lascivious, filthy or indecent or otherwise not protected by law.

### D. Impersonation

Service shall not be used to impersonate another person with fraudulent or malicious intent.

### E. Harassment

Service shall not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass such other person.

### F. Fraudulent Use

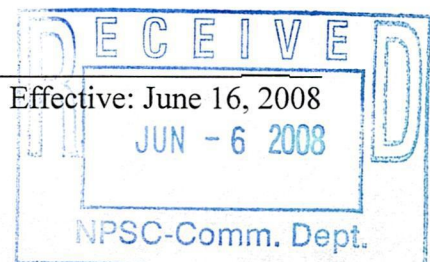
Issued: June 6, 2008

Senior Regulatory Manager  
300 South Highway 169, Suite 700  
Minneapolis, Minnesota 55426

Effective: June 16, 2008

JUN - 6 2008

NPSC-Comm. Dept.



- 1) Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information without payment of the charges applicable to such use.
- 2) No device shall be used by a customer with the service or facilities of the Company for the purpose of avoiding payment of the applicable charge.

G. Interference With or Impairment of Service

Service shall not be used in any manner which interferes with another person in the use of service, prevents another person from using service, or otherwise impairs the quality of service to other customers.

H. Resale of Service

The resale of service is not permitted unless the customer is in compliance and certified under Section 214 of the Communications Act, and as may be excepted in this Tariff.

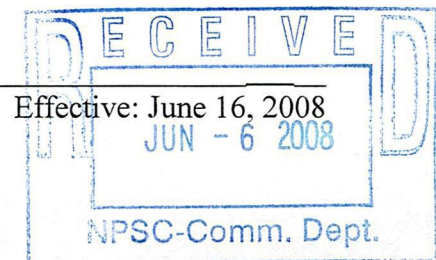
I. Location of Service

Service shall not be located in such a manner as to enable other than authorized users to use the service.

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Issued: June 6, 2008

Senior Regulatory Manager  
300 South Highway 169, Suite 700  
Minneapolis, Minnesota 55426





## **2.4 APPLICATIONS FOR SERVICE**

- A. An application for service made in writing establishes the contract between the Company and the customer on the terms and conditions set forth in this Tariff.
- B. Any change in rates or regulations prescribed by the Nebraska Public Service Commission modifies the terms and regulations of contracts to the extent of such change.

## **2.5 CANCELLATION OF APPLICATION FOR SERVICE PRIOR TO ESTABLISHMENT OF SERVICE**

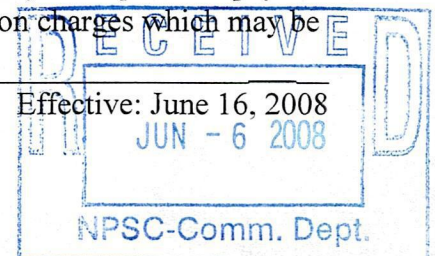
- A. Where the applicant cancels an order for service prior to the start of installation or special construction of facilities, no charge applies.
- B. Where installation of facilities, other than those provided by special construction, has been started prior to the cancellation, the lower of the following charges applies:
  - 1) The total costs (including overheads) in connection with providing and removing such facilities.
  - 2) The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this Tariff plus the full amount of any installation and termination charges applicable.
- C. Where special construction of facilities has been started prior to cancellation, and there is another requirement for the specially constructed facilities in place, no charge applies.
- D. Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction (including overhead) applies. Where one or more, but not all, of the service involved in the special construction are canceled, a charge equal to the cost (including overheads) incurred for the discontinued service applies.
- E. Installation or special construction of facilities for a customer starts when the Company incurs any expense in connection therewith which would not otherwise have been incurred and the customer has advised the Company to proceed with the installation or special construction.

## **2.6 ADVANCE PAYMENTS**

- A. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or installation charges which may be

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Senior Regulatory Manager  
300 South Highway 169, Suite 700  
Minneapolis, Minnesota 55426



applicable, in addition to such special construction and installation charges as are to be borne by the applicant. The amount of the advance payment is credited to the customer's account on the first bill rendered.

- B. Federal, State or Municipal governmental agencies may not be required to make advance payments.

## **2.7 CREDIT POLICY**

- A. Deposit and Guarantee Requirements

The Company will not require deposits from Nebraska customers.

## **2.8 CUSTOMER BILLING**

- A. Regular bills will be issued periodically (monthly, quarterly). For billing purposes each month is presumed to have thirty days.
- B. Special bills for long distance telecommunications service may be issued at any time when charges are unusually high and the Company is uncertain as to the customer's ability to pay such charges.
- C. Services which are charged for at monthly rates are billed in advance for one month's service.
- D. Services which are charged for at other than monthly rates are billed in arrears.
- E. Detail call information, such as the time at which made, duration and destination may be provided for long distance telecommunications message service.
- F. Retroactive billing adjustments will not be made for a period exceeding three years.

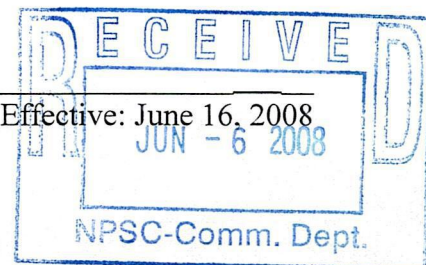
## **2.9 PAYMENT FOR SERVICE**

- A. The customer is responsible for the payment of rates and charges for all services furnished including, but not limited to, calls originated or received at a customer's service location.
- B. Payment is due as stated in the billing statement which shall be no less than 20 days after they are rendered.
- C. Charges for a message originated or accepted at a coin telephone shall be paid by cash deposit in the coin telephone unless arrangements for billing have been made.
- D. Non-sufficient Fund or No Account Checks

Issued: June 6, 2008

Senior Regulatory Manager  
300 South Highway 169, Suite 700  
Minneapolis, Minnesota 55426

Effective: June 16, 2008





E. Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

300 South Highway 169, Suite 700

Minneapolis, MN 55426

Phone (952) 230-4100 or call toll free at 1-877-996-6869

[www.onvoy.com](http://www.onvoy.com)

Any objection to billed charges should be reported promptly to the Company. 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. Where overbilling of a customer occurs, due either to Company or customer error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount over billed.

If after an investigation and review by the Company a disagreement remains as to the disputed charges, the customer may file a complaint, in writing or by telephone, to the Nebraska Public Service Commission at:

Nebraska Public Service Commission  
300 the Atrium,  
1200 N. Street  
Lincoln, NE 68509-4927  
Phone number (402) 471-3101  
Web: <http://psc.nol.org>

**2.11 FAILURE TO PAY FOR SERVICE**

A. Regular Monthly Bills

- 1) A customer is considered to be delinquent in the payment of a regular monthly bill when the sum due is not received on or before the twenty fifth-calendar day following the day the bill is either mailed or delivered by other means.
- 2) When a customer is delinquent in the payment of a regular monthly bill, the Company may disconnect the service after giving a customer five (5) days (excluding Sundays and legal holidays) written notice of intention to disconnect. Written notice may be mailed or delivered by a representative of the Company. Service shall not be disconnected on any Friday, Saturday,

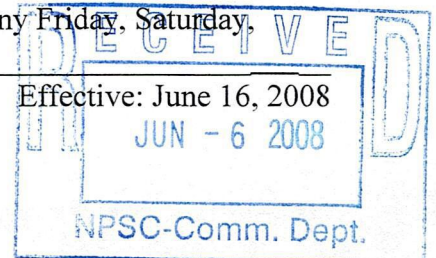
Issued: June 6, 2008

Senior Regulatory Manager  
300 South Highway 169, Suite 700  
Minneapolis, Minnesota 55426

Effective: June 16, 2008

JUN - 6 2008

NPSC-Comm. Dept.





Sunday, or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.

- 3) In the event of a dispute concerning the bill, the Company may require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, the Company and Customer shall attempt to resolve the dispute. Company shall not disconnect service for nonpayment of a disputed amount less than 45 days after rendering of disputed bill. The 45 days may be extended if requested by the Board following the filing of a written complaint by Customer.

## **2.12 ACCESS TO FACILITIES**

The customer shall provide employees and agents of the Company access to Company facilities, at all reasonable times.

## **2.13 REARRANGEMENT, REPAIR, MAINTENANCE, DISCONNECTION AND REMOVAL OF FACILITIES**

- A. All facilities owned by the Company will be maintained by it, except where such facilities are situated, in the judgment of the Company, in hazardous or inaccessible locations.
- B. Customers may not rearrange, disconnect, remove or otherwise tamper with, or permit others to rearrange, disconnect, remove or tamper with any facilities owned by the Company, except with the Company's written consent, or as specified elsewhere in this tariff.

## **2.14 INTERRUPTIONS TO SERVICE**

- A. When service is interrupted and the interruption exceeds a 24-hour period (as measured from the time the interruption is reported to or detected by the Company, whichever occurs first, unless otherwise stated in another Section of this Tariff or that of a connecting company which governs), a credit allowance will be made, at the customer's request, for the service which is rendered useless and inoperative due to the interruption.
- B. A credit allowance will not be given for:
  - 1) Interruptions caused by the negligence or willful act of the customer.
  - 2) Interruptions caused by customer-provided facilities.
  - 3) Interruptions caused by electric power failure where the customer furnishes such electric power.

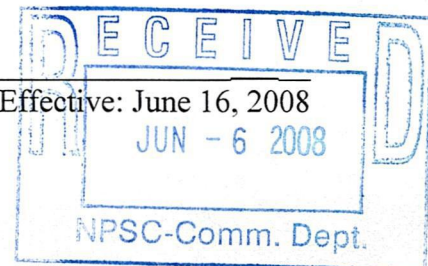
Issued: June 6, 2008

Senior Regulatory Manager  
300 South Highway 169, Suite 700  
Minneapolis, Minnesota 55426

Effective: June 16, 2008

JUN - 6 2008

NPSC-Comm. Dept.



- C. The credit allowance will be based upon the ratio of the duration of the service interruption (measured from the time the interruption is reported to or detected by the Company, whichever occurs first) to the total time in a 30 day month. That ratio, multiplied by the monthly rate for the service affected shall determine the amount of the credit allowance. No other liability shall attach to the Company in consideration of such interruption to service. Retroactive billing adjustments will not be made for a period exceeding three years.

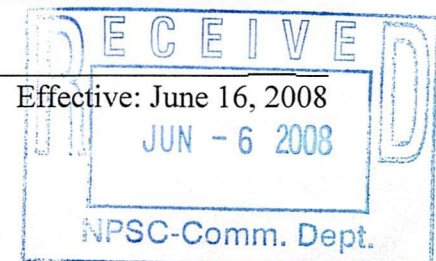
## 2.15 DISCONNECTION OF TELECOMMUNICATIONS SERVICE

- A. The company may discontinue service to a customer under the conditions set forth below in accordance with Nebraska rules. In general the Company will provide five days written notice prior to disconnection. Disconnection without notice will occur under any of the following conditions:
- 1) without notice in the event of tampering with the company's equipment;
  - 2) without notice in the event of a condition determined to be hazardous to the customer, to other customers of the company, to the company's equipment, the public, or to employees of the company; or
  - 3) without notice in the event of a customer's use of equipment in such a manner as to adversely affect the company's equipment or the company's service to others.
  - 4) without notice in the event of unauthorized use;
  - 5) for violation of or noncompliance with the Company's rules in this tariff, the requirements of municipal ordinances or law pertaining to the service.
  - 6) for failure of the customer or prospective customer to furnish service equipment, permits, certificates or rights of way as specified to be furnished as a condition of obtaining service.
  - 7) for failure of the customer to permit the Company reasonable access to Company equipment.
  - 8) for nonpayment of a bill, except as restricted by 22.4 (7) of the Code, provided that the Company has made a reasonable attempt to effect collection and : (1) the Company has provided five days written notice to the Customer, except that disconnection may take place prior to the expiration of the 5-day notice period if the Company determines that usage during the 5-day notice period is so abnormally high that a risk of irreparable revenue loss is created; (2) the Company is prepared to reconnect the same day if disconnection is scheduled

Issued: June 6, 2008

Senior Regulatory Manager  
300 South Highway 169, Suite 700  
Minneapolis, Minnesota 55426

Effective: June 16, 2008





for a weekend, holiday or after 2 p.m.; (3) In the event of a dispute concerning a bill, the Company may require the customer to pay a sum of money equal to the amount of the undisputed portion of the bill.

## **2.16 REFUSAL OF TELECOMMUNICATIONS SERVICE**

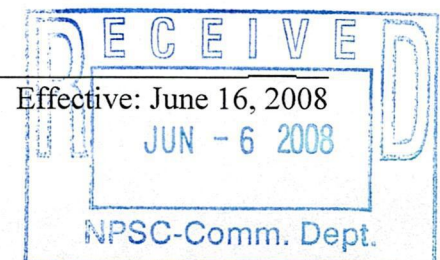
The Company may refuse to furnish telecommunications service if it has reasonable cause to believe that the service will be used in violation of, or noncompliance with, any of the regulations or other conditions contained in this Tariff governing the furnishing of such service. If the Company so refuses to furnish service it will inform the applicant of their right to complain to the Nebraska Public Service Commission. If the Commission shall, upon hearing such complaint, determine that the service will not be used in violation of any of the regulations or other conditions contained in this Tariff, the service will be promptly furnished.

## **2.17 ADJUSTMENTS FOR MUNICIPALITY PAYMENTS**

- A. If at any time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Company and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made subject to such tax, fee or charge.

Issued: June 6, 2008

Senior Regulatory Manager  
300 South Highway 169, Suite 700  
Minneapolis, Minnesota 55426



Effective: June 16, 2008

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**SECTION 3 – OPERATOR ASSISTED TOLL SERVICE AND DIRECTORY ASSISTANCE**

**3.1 DIRECTORY ASSISTANCE SERVICE**

**A. General**

- 1) Telephone calls by customers for telephone number listings will be answered and numbers given if the requested number is listed in the Directory Assistance records.
- 2) The rates below apply for calls to Directory Assistance of the customers local calling area, except as provided below. The charges also apply to customers within such local calling areas in adjacent states that are subject to this Tariff.
- 3) The Company shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished; and the customer shall indemnify and save the Company harmless against all claims (including costs) and reasonable attorney's fees) that may arise from the use of such information.

**B. Rates**

- 1) The Company shall make the schedule of its rates available to customers on the Company's Web site, or by mail, upon request.
2. Charges for Directory Assistance Service are not applicable to calls placed from hospitals or from customers whose physical, visual, mental or reading handicaps prevent them from using the telephone directory. The method of exempting those handicapped customers shall be via the completion of an exemption form and the Company's acceptance of that form.

**3.2 OPERATOR ASSISTED TOLL SERVICES**

**A. General**

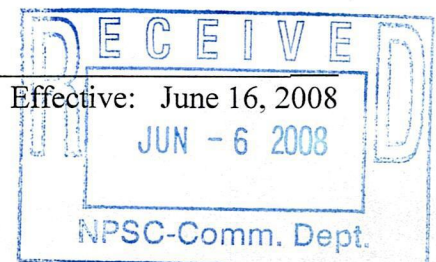
1. Operator Service is furnished to customers upon their request in order to complete calls.
2. There are four classes of operator service offered: Operator Handled Calling Card Call, Operator Dialed Station to Station Calls, Operator Dialed Person to Person Calls, and Coin Sent paid Calls.

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Issued: June 6, 2008

Senior Regulatory Manager  
300 South Highway 169, Suite 700  
Minneapolis, Minnesota 55426

Effective: June 16, 2008





a. Operator Handled Calling Card Call

For a completed calling card call that was dialed 0+ where the operator enters the calling card number.

b. Operator Dialed Station-to-Station Calls

Customer dialed "0" calls where the operator completes the call and arranges billing. Can be billed to the originating telephone number, credit card, collect or to a third number.

c. Operator Dialed Person to Person Calls

Customer dialed "0" calls where the operator completes the call and arranges billing. Can be billed to the originating telephone number, credit card, collect or to a third number.

d. Coin Sent Paid Calls

Calls that originate from a coin operated pay phone where the long distance operator is asked to complete the call.

3. Customers, who identify themselves as being disabled and unable to dial the call, will not be required to pay local operator service charges for sent paid station-to-station calls from public and semipublic coin telephones.

- B. Rates – The Company shall make the schedule of its rates available to customers on the Company's Web site, or by mail, upon request.

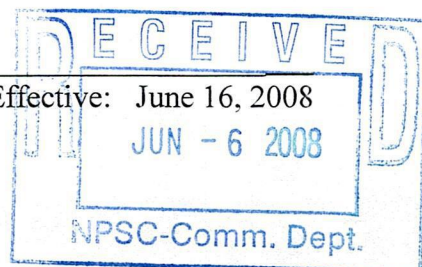
<u>Service</u>	<u>Charge Per Call</u>
Directory Assistance	\$.95
Per call, operator charges:	
Operator dialed Station-to-Station Call	\$3.15
Operator Dialed Person to Person Call	\$6.86
Calling Card or Credit Card	\$1.12
Coin Sent Paid	\$3.15

Applicable taxes levied by state, county and local taxing authorities are in addition to the rates set forth in this tariff.

Issued: June 6, 2008

Senior Regulatory Manager  
300 South Highway 169, Suite 700  
Minneapolis, Minnesota 55426

Effective: June 16, 2008



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**SECTION 4 – PRIVATE LINE SERVICES**

**4.1 GENERAL**

Special Access Service consists of any of the services offered hereunder, either individually or in combination. Each service is offered independently of all others.

**4.2 TRANSMISSION SERVICE**

- A. Transmission Service is offered via Onvoy's facilities for the transmission of one-way and two-way communications.
- B. Digital Channels over Onvoy's Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

56.0 Kbps (DS-0)

1.544 Mbps (DS-1)

44.736 Mbps (DS-3)

Digital Channels operating at speeds other than those listed above may be provided at Onvoy's option on an Individual Case Basis (ICB).

- C. Digital Channels furnished by Onvoy at 1.544 Mbps, interconnections to such Channels and equipment's interfacing to such Channels shall meet the following characteristics:

Line Rate: 1.544 Mbps + 130 ppm

Line Code 1: Bipolar (Alternate Mark) Inversion

Line Code 2: Bipolar 8 zero substitution (B8ZS)

Line Impedance: 100 ohms + 5% balanced

Jitter: The multiplexer will add not more than 0.3 time slot of rms jitter to a DS-1 signal when looped at the DS-3 point.

- D. Digital Channels furnished by Onvoy at 44.736 Mbps, interconnections to such Channels and equipment interfacing to such Channels shall meet the following technical characteristics:

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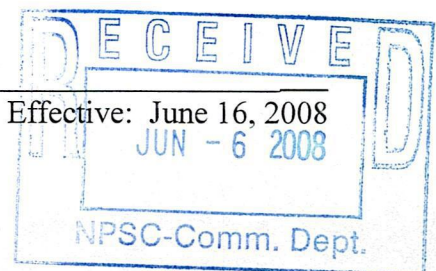
Issued: June 6, 2008

Senior Regulatory Manager  
300 South Highway 169, Suite 700  
Minneapolis, Minnesota 55426

Effective: June 16, 2008

JUN - 6 2008

NPSC-Comm. Dept.





Line Rate: 44.736 Mbps + 20 ppm  
Line Code: Bipolar with three-zero substitution (B3ZS)  
Line Impedance: 75 ohms (+) 5 percent unbalanced

#### 4.3 SPECIAL ACCESS RATES

##### A. Special Construction

###### 1. Basis for Rates and Charges

Rates and charges for special construction will be determined by Onvoy on an Individual Case Basis and based, in part, on the costs incurred by Onvoy and may include (1) non-recurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

###### 2. Termination Liability

To the extent that there is no other requirement for use by Onvoy, a termination liability may apply for facilities specially constructed at the request of the Customer.

- a. The termination liability period is the initial service term with respect to said specially constructed facilities.
- b. The amount of the maximum termination liability is equal to the rates and charges for the initial service term prorated for the unexpired period of liability.

##### B. Rate Elements

###### 1. General

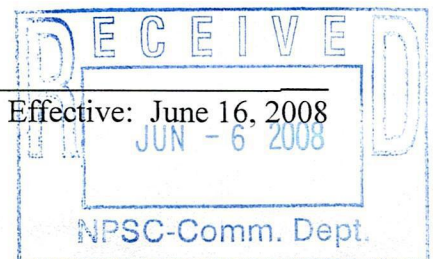
Rates are composed of three elements which may apply to a Customer's service, depending upon the specific service requested and its location.

- a. The Channel termination rate element provides for the termination of the communications path at the Customer designated location. One Channel termination charge applies for each Customer designated location at which a Channel is terminated.

Issued: June 6, 2008

Senior Regulatory Manager  
300 South Highway 169, Suite 700  
Minneapolis, Minnesota 55426

Effective: June 16, 2008



- b. The Channel mileage rate elements are determined by the Vertical and Horizontal Coordinates ("V&H") method, as set forth on the National Exchange Carrier Association Tariff, F.C.C. No. 4. When the calculation results in a fraction of a mile, the total is rounded up to the next whole mile before applying the rate.
- c. Optional Features for which charges are applied only if ordered.

C. DS-1 Service

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

- 1. This service consists of making DS-1 capacity available on a dedicated access basis.
- 2. 

DS-1 Rates	<u>NRC</u>	<u>Monthly Rate</u>
a. Channel Termination	ICB	ICB
b. Channel Mileage Termination		ICB
c. Channel Mileage Facility		ICB
d. Multiplexing DS-1 to Voice		ICB

F. DS-3 Service

DS-3 Service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS-1 Channels or 672 Voice, Analog Data or Digital Data Channels.

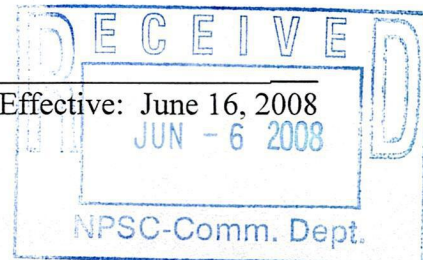
- 1. This service consists of making DS-3 capacity available on a dedicated access basis.
- 2. 

DS-3 Rates	<u>NRC</u>	<u>Monthly Rate</u>
a. Channel Termination	ICB	ICB
b. Channel Mileage Termination		ICB
c. Channel Mileage Facility		ICB
d. Multiplexing DS-3 to DS-1		ICB

Issued: June 6, 2008

Senior Regulatory Manager  
300 South Highway 169, Suite 700  
Minneapolis, Minnesota 55426

Effective: June 16, 2008





#### 4.4 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

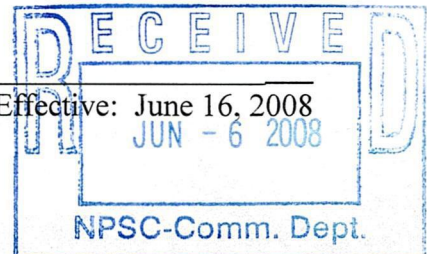
When Onvoy furnishes a facility or service for which a rate or charge is not specified in Onvoy's tariff, charges will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

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Issued: June 6, 2008

Senior Regulatory Manager  
300 South Highway 169, Suite 700  
Minneapolis, Minnesota 55426

Effective: June 16, 2008



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**SECTION 5 - ORDERING OPTIONS FOR ACCESS SERVICES**

**5.1 GENERAL**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Special and Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

**A. Ordering Conditions**

All services offered under this section will be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same Premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for Onvoy to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

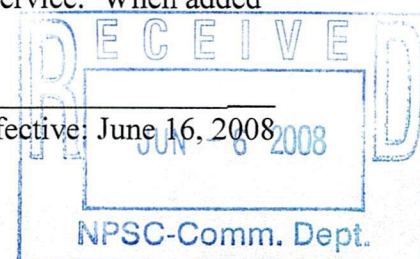
- Customer name and Premise(s) address(es);
- Billing name and address (when different from Customer name and address)
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which Onvoy receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date at the time Onvoy gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within two business days after the date on which all information needed to process the ASR has been received by Onvoy.

**B. Provision of Other Services**

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR.

With the agreement of Onvoy, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added





subsequently, charges for a Design Change as set forth in subsection E and will apply when an engineering review is required.

Additional Engineering is not an ordering option, but will be applied to an ASR when Onvoy determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by Onvoy at the request of the Customer only when a Customer requests additional technical information after Onvoy has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by Onvoy that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the original estimated amount by more than 10 percent.

## 5.2 ACCESS ORDER

Access Order: An ASR is required by Onvoy to provide a Customer with Special and/or Switched Access Service as described herein. An ASR will be required for each new similar service arrangement or group of common circuits. The applicable charges are set forth under in subsection E.

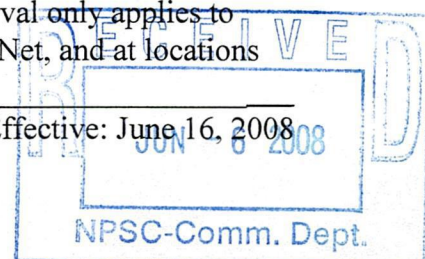
When a Customer requests new or additional Special and/or Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

A. Access Service Date Intervals: Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

Onvoy will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort; Onvoy will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

1. Standard Interval: The Standard Interval for Special Access Service will be ten business days from the Application Date. This interval only applies to standard service offerings for a Customer, which is On-Net, and at locations



where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

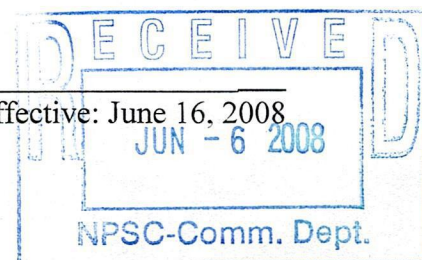
2. Negotiated Interval: Onvoy will negotiate a Service Date interval with the Customer when:
  - a.) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
  - b.) There is no existing facility connecting the Customer Premises with Onvoy; or
  - c.) The Customer requests a service that is not considered by Onvoy to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
  - d.) Onvoy determines that Access Service cannot be installed within the Standard Interval.

Onvoy will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, Onvoy offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

- B. Access Service Request Modifications: The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. Onvoy, in its sole discretion, may accept a verbal modification from the Customer. Onvoy will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access service order modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Special and/or Switched Access Service Channels, Trunks, Direct Connect transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date interval.





1. Service Commencement Date Changes: ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and Onvoy accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charges will apply if the Customer requests a Service Date Change that is more than five business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

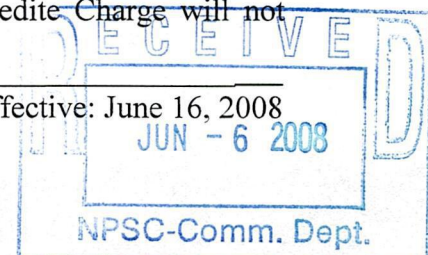
If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by Onvoy on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with Onvoy.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth under subsection E.

2. Design Change Charge: The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions or type of Channel interface. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges are as set forth under subsection E and are in addition to any Service Date Change Charges that may apply.

2. Expedited Order Charge: When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service date, in which case an Expedite Charge will apply. The Expedite Charge will not



apply if the new Service Commencement Date is more than five days from the date of the request to Onvoy of the expedited order request. The request for an earlier service date may be received from the

Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. Onvoy has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled work load, Onvoy agrees to provide service on an expedited basis and the Customer accepts Onvoy's proposal, an Expedite Charge will apply.

If Onvoy is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

In the event Onvoy provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after Onvoy has received the original expedite request, the Expedite Charge will still apply.

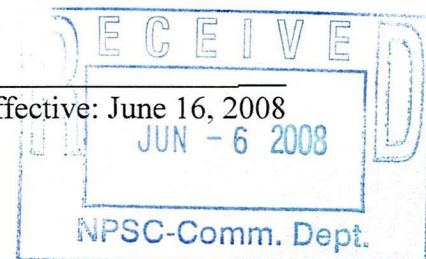
An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in subsection E.

C. Cancellation of an Access Service Request

The cancellation date is the date Onvoy receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten days. A Customer may negotiate an extension of a service date of an ASR for installation of new services or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30





calendar days. On the 31st day beyond the original service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied.

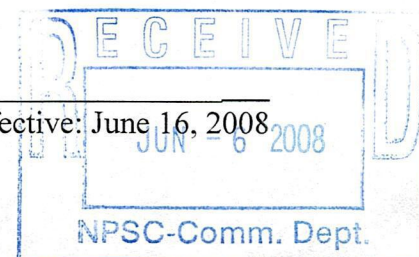
Except as stated herein, Cancellation Charges will apply as specified in subsection E.

If the cancellation occurs prior to Onvoy's receiving the ASR, no charges shall apply.

A Customer may cancel an ASR for the installation of Special and/or Switched Access Service without incurring a charge at any time prior to the acceptance of a Negotiated Interval Service Date by the Customer. Cancellation Charges will apply for Special and/or Switched Access Service if the Customer cancels more than 48 hours after the Application Date. Cancellation Charges for Expedited Orders will be applied for any order canceled from the Application Date forward.

If Onvoy misses a service date for standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, Onvoy shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

- D. Minimum Period of Service: The minimum period for which Access Service is provided and for which charges are applicable is one month.
1. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service and a new minimum period will be established:
    - a.) A change in the identity of the Customer of record;
    - b.) A move by the Customer to a different building;
    - c.) A change in type of service;
    - d.) A change in Switched Access Service Interface (i.e., DS1 or DS3);
    - e.) A change in Switched Access Service Traffic Type;
    - f.) A change in type of Special Access Service Channel Termination;
  2. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

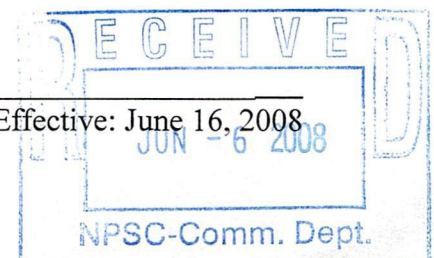


For Special Access Service facilities, the charge for a month or fraction thereof is the applicable monthly charge for the service as set forth in this tariff.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

- E. Charges – The Company shall make the schedule of its rates available to customers on the Company's Web site, or by mail, upon request.

Order Charges	Non-Recurring Charge
1. Access Order Charge	\$89.00
2. Service Date Change Charge	\$100.00
3. Design Change Charge	\$100.00
4. Expedited Order Charge	\$114.00
5. Cancellation Charge	\$50.00





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**SECTION 6 - RESERVED FOR FUTURE USE**

(D)

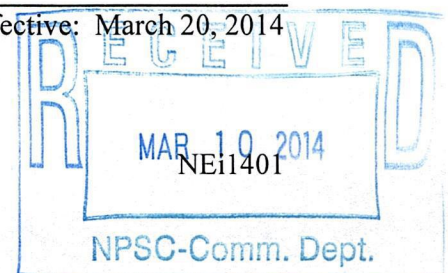
(D)

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(D)

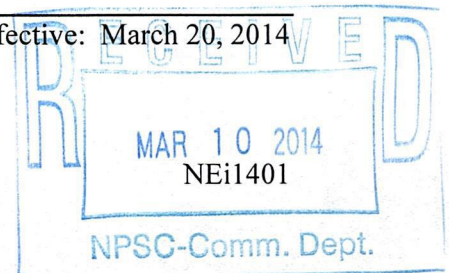
(D)

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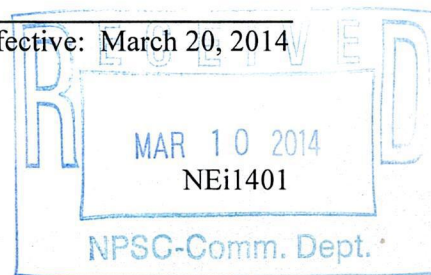
(D)

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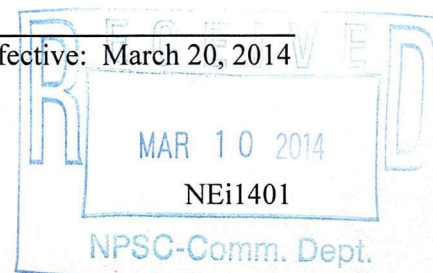
(D)

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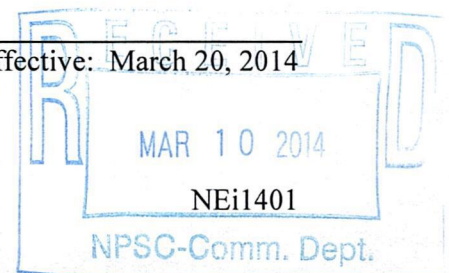
(D)

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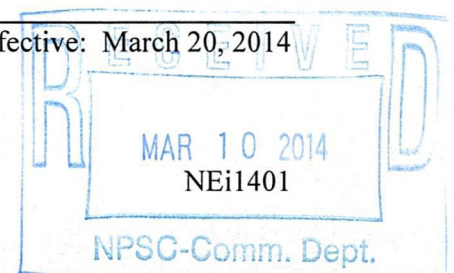
(D)

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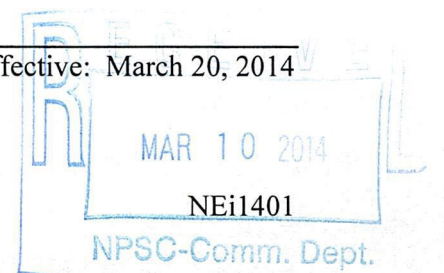
(D)

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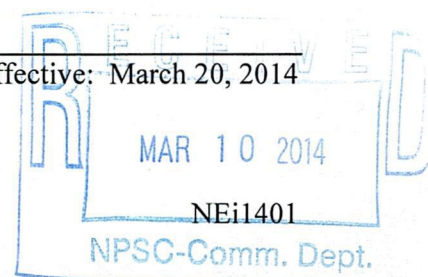
(D)

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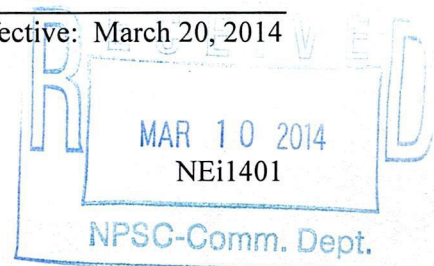
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