

ACCESS SERVICE

REGULATIONS, RATES AND CHARGES APPLYING TO THE PROVISION OF
ACCESS SERVICE FOR CONNECTION TO INTRASTATE COMMUNICATIONS
FACILITIES AND SERVICES FURNISHED BY

UBIQUITY NEBRASKA, LLC

Issued: November 3, 2022
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CHECK SHEET

The pages of this tariff, as listed below, are effective as of the date shown. Sheets with the effective date blank are effective as of November 14, 2022 the original effective date of this tariff. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

ISSUING CARRIERS

Ubiquity Nebraska, LLC

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

**EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- N To signify new rate or regulation.
- R To signify reduced rate.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by Ubiquity Nebraska, LLC, hereinafter referred to as the Company, to customers within the State of Nebraska.

SECTION 1 – DEFINITIONS AND ABBREVIATIONS

Access Node: A remote node location that interconnects the Interconnect Layer to the Transport Layer via a NID, router or equivalent network equipment and provides the origination of the CPRI protocol provided by the RAN which terminates at one or more Remote Nodes and the Ethernet / IP connection that transports aggregated Customer IP data to the aggregation point, hub or head end.

Annual Rate Escalation: As of the effective date of this Tariff and on the anniversary date of the Effective Date, the Company may, unless otherwise specified by Customer Agreement, increase the recurring charges as defined in the Rate Tables below by an amount that is equal to the greater of three percent (3%) per year or the then current rate as established under the national Consumer Price Index (“CPI”).

Backhaul Layer: As used by Company, the physical fiber connection or virtual connection that delivers the aggregated Ethernet / IP traffic from the router or similar network control equipment located at a Customer PoP, Head End or Aggregation point to the Customer switch center or destination address.

Burst Threshold: The level at which a circuit eclipses the CIR and is dynamically dimensioned for predefined periods of time to allow Customer data to be transported at data rates that exceed the original circuit dimension of record.

Burst Duration: The total amount of time over a billing cycle during which a circuit may exceed the CIR of the original circuit dimension of record prior to dynamically increasing the circuit dimension to a CIR of higher bandwidth and throughput.

Burst Events: The total number of times over a billing cycle during which a circuit may exceed the CIR of the original circuit dimension of record prior to dynamically increasing the circuit dimension to a CIR of higher bandwidth and throughput.

Business Hours: The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday, excluding Holidays.

Business Office: The primary location where the business operations of Company are performed and where the Company makes a copy of the Company’s tariff available for public inspection. The address of the business is: 184 Shuman Blvd, Suite 575, Naperville, IL 60563.

Central Point of Control or C-POC: The physical location of the network Head End where the Customer Radio Access Network (“RAN”) including but not limited to the system controllers, base band units or base transceiver equipment are hosted in a centralized facility. C-POC locations are customarily associated with DAS and D-RRH based wireless network architectures.

Cloud Communications: Internet-based voice and data communications where telecommunications applications, switching and storage are hosted by a third-party which are accessed over the public Internet.

SECTION 1 – DEFINITIONS AND ABBREVIATIONS, CONT'D.

Commission: The Nebraska Public Service Commission (Nebraska PSC).

Committed Information Rate (“CIR”): The amount of bandwidth allocated to a particular circuit which establishes the burstable threshold from which the capacity of a circuit may be increased or decreased in dimension and throughput.

Common Carrier: An authorized company or entity providing telecommunications services as a regulated, telecommunications utility.

Common Public Radio Interface (“CPRI”): A specification that standardizes the protocol interface or interconnect layer between the radio equipment controller and the radio equipment in wireless base stations and between system controllers or base band units and remote radio heads in distributed remote radio network architectures.

Company: The term “Company” means Ubiquity Nebraska, LLC

Competitive Local Exchange Carrier (“CLEC”): A non-dominant, facilities based Common Carrier authorized to provide services as a regulated telecommunications utility within exchange areas.

Customer: The person, firm or corporation that orders and receives service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Agreement: The definitive contract in effect by and between Company and Customer that govern project activity which may include non-recurring charges for services and equipment provided by Company, Annual Rate Escalators, wholesale Dark, Dim or Lit services, special arrangements, Promotional services and recurring rate structures that are not otherwise contemplated in or covered by this Tariff.

Customer Equipment (“CPE”): Equipment, facilities, hardware and network elements that are owned, leased or otherwise controlled by the Customer that are installed within the Customer Premises or installed in, on or within facilities owned, operated, leased, licensed, permitted or otherwise, accessed using the Company’s status and entitlements as a regulated telecommunications utility and Statewide operating authority and are necessary for the Company to provision services under this Tariff and for the Customer operating licensed wireless spectrum to retain operational control of those network resources as a function of Federal Communications Commission rules, policy and procedure.

Customer Premises: A location designated by the Customer for the purposes of connecting to the Company’s services.

Dark Fiber: Service provided by the Company for the maintenance of optical fiber transmission capacity between Customer locations in which the light for the fiber is provided by the Customer on both ends, rather than the Company.

SECTION 1 – DEFINITIONS AND ABBREVIATIONS, CONT'D.

Delinquent or Delinquency: An account for which payment has not been made in full on or before the last day for timely payment.

Demarcation Point (“Demarc”): The physical point at which the Company network connects with the Customer network, generally consisting of a physical network interface or virtual interface where Customer traffic is handed off to a third party or delivered to the Customer PoP.

Dim Fiber: Service provided by the Company for the transport of Customer data between Company and Customer locations in which the light for the fiber is provided on one end by the Customer and the other end by the Company.

Dynamic Bandwidth: A bi-directional circuit consisting of a transmission path of variable throughput, capable of bursting above the Committed Information Rate (“CIR”) for defined periods of time, supported by remotely configurable changes in static circuit dimension as defined within the Customer Service Order and Company billing, that carries Customer traffic between the RAN and Access Nodes over the Transport Layer.

Bandwidth on Demand: As used by Company, the function of dynamically or manually increasing or decreasing the dimensions of circuit and Customer billing based on the Customer’s utilization and consumption of bandwidth through a defined duration over a period of time, billing cycle or busy hour(s).

Distributed Antenna System (“DAS”): As used by Company, a network of interconnected network elements that transmit and receive RF signals from Customer Base Transmission Station (“BTS”) equipment located at a Head End and C-POC, that converts the Customer controlled RF signals to analog or digital optical transmission protocols which are interconnected to and then transported over a fiber optic media, to one or more optical repeaters, installed and hosted at geographically distributed locations. The remote optical repeater then bi-directionally converts the optical signals to RF for transmission to the Customers’ wireless subscribers and converts received RF signals from the Customers’ wireless subscribers to digital or analog optical signals to be transported back to the Customer BTS equipment.

Distributed Point of Control (“D-POC”): The physical locations where the Customer Radio Access Network (“RAN”) including but not limited to the system controllers, base band units or base transceiver equipment are hosted at geographically distributed locations in lieu of a Central Point of Control (“C-POC”) or DAS Head End.

Distributed Remote Radio Heads (“D-RRH”): A used by Company, a network of components including a series of one or more remote radio heads (“RRH”) installed on and hosted at geographically distributed locations which are interconnected to base band units or system controllers in a D-POC or C-POC configuration that converts the Customer controlled RF signals to CPRI transmission protocols which are interconnected to and then transported over a fiber optic media, to one or more remote radio heads, installed and hosted at geographically distributed locations. The remote radio heads then bi-directionally converts the CPRI transmission protocol to RF for transmission to the Customers’ wireless subscribers and converts received RF signals from the Customers’ wireless subscribers to CPRI transmission protocols to be transported to the Customer system controllers or base band units.

SECTION 1 – DEFINITIONS AND ABBREVIATIONS, CONT'D.

Fiber Aggregation: As used by Company, the bundling, provisioning and inter-connection of existing fiber optic network which may include existing fiber owned or controlled by others which are leased, licensed or otherwise acquired via indefeasible right of use (“IRU”) agreement and construction of new fiber optic network facilities owned by Company and the integration of newly constructed facilities with the previously unbundled network elements into a ubiquitous fiber optic network.

Head End: A physical location, building or structure used to house the Company equipment and Customer equipment used to transfer originating and terminating traffic between various network elements of the Company and Customer.

Internet Protocol (“IP”) Backhaul: The digital transport of aggregated Customer data from the backbone network to the Customer Network Core over a broadband internet connection.

Holiday: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Individual Case Basis (“ICB”): Customer-specific arrangements that may vary from tariff in rates, terms and/or conditions according to Customer-specific requirements and service-specific parameters.

Interconnect Layer: As used by company, the physical connection between Customer owned system controller(s), base band unit(s) or BTS and the remote node whereby the CPRI protocol for D-RRH networks or the digital or analog RF over fiber for DAS networks is transmitted and received between the applicable network elements.

Interruption: The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company. Any Interruption allowance provided within this tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company’s facilities or service, or any other reason covered by this tariff or by applicable law.

Interexchange Carrier: A Common Carrier authorized to provide services between exchange areas.

Lambda: A specific wavelength on a fiber optic system.

Lit Fiber: Service provided by Local Exchange Carriers (“LEC”) for the maintenance of optical fiber transmission capacity between customer locations in which the light for the fiber is provided by the Company on both ends.

SECTION 1 – DEFINITIONS AND ABBREVIATIONS, CONT'D.

Mileage Rate: Nonrecurring or recurring Monthly, quarterly or other periodic charges to the Customer for which physical route distances are calculated using the actual, measured fiber distance from one or more centrally located (“C-POC”) or geographically distributed (“D-POC”) system controller(s) or base band unit(s) to each adjacent or daisy chained NID or DEMARC located on or near remote node locations which are rounded up in increments of .1 miles. Mileage Rate charges may be calculated based on route distance or fiber distance per fiber strand or fiber pair per month as applicable and set forth in the Rate Table included below or as specified in the Customer Agreement or individual service order.

Network Interface: A physical connection that interfaces two or more active or inactive network elements.

Network Interface Device: An active network element that is used to aggregate, address and route Customer data over fiber optic network the Transport Layer.

Node: A is an active electronic device used as a connection point, a redistribution point or a communication endpoint. A physical network node is attached to a network, and is capable of sending, receiving, or forwarding information over a communications channel.

Non-Business Hours: The time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, and all day Saturday, Sunday, and Holidays.

Nonrecurring Charges: Charges to the Customer for services and equipment, assessed by the Company once, usually at the origination or termination of services, and/or installation of equipment on a per project basis.

Physical Layer Backhaul: As used by Company, a direct, physical segment of a fiber optic-based telecommunications network that interconnects the Company network

Point of Control (“POC”): The equipment located at one or more physical locations where the Customers control of their RAN equipment connects to and interfaces with the equipment owned and network elements which are operated and controlled by Company, whereby the Customer maintains the ability to configure, reconfigure, modify, enable or disable the transmission of the source of RF signal and operation of their Equipment in compliance with the regulatory requirements and in conformance with Federal Communications Commission (“FCC”) licensing rules and standards compliance.

Pro Rata: As used by Company means those Recurring and Nonrecurring charges which are included in the Customer Agreement which are based upon proportions of the network operating burdens which are calculated on the basis of utilization by Customer as a percentage of the shared facilities or active fibers in use by each Customer under a collocation model.

Radio Access Network (“RAN”): CPE located at one of more physical locations where the Customers control of their licensed RF spectrum connects to and interfaces with the network that connects to the Customer network core and to the Remote Radio Network. The RAN is generally comprised of system controllers, base band units, BTS equipment, eNodeB or related equipment which supplies, transmits and receives RF signals, intelligence and control data.

SECTION 1 – DEFINITIONS AND ABBREVIATIONS, CONT'D.

Radio Frequency (“RF”): A frequency or band of frequencies that are used for radio communications and broadcasting.

Recurring Charges: Monthly, quarterly or other periodic charges to the Customer for services and equipment, which continue for the agreed-upon duration of the service.

Remote Node: A geographically distributed node location that interconnects the Interconnect Layer to the Transport Layer via a NID, router or equivalent network equipment and provides the terminating end point of the CPRI protocol provided by the RAN which originates at one or more geographically distributed Access Nodes or centralized RAN and the Ethernet / IP connection that transports aggregated Customer IP data (“D-RRH”) or the RF over fiber signal (“DAS”) to the aggregation point, hub or head end.

Remote Radio Network (“RRN”): As used by Company, a network of components which transmit and receive RF signals that includes a series of one or more remote radios generally encompassing Wi Fi access points, femto cells, pico cells, micro cells, metro cells, software defined radios and Customer BTS equipment installed on and hosted at geographically distributed locations throughout the service area. Each remote radio may be connected and backhauled to the Customer Network Core via individual Ethernet / IP circuits or may be aggregated over fiber and transported to a designated aggregation point and backhauled to the customer network core.

Right of Way Usage Fees: As used by Company, include but are not limited to qualified Recurring and Nonrecurring fees, charges and impositions which are levied by Federal, State, Municipal, Transportation or other Quasi-municipal agencies which may be itemized and included in the Customer invoice separately from those fees and charges as listed in the Rate Tables included with this Tariff. These fees may include conduit and duct usage fees, franchise fees, Right of Way usage, equipment and antenna attachment fees, private easements and related operating burdens specific to a given network.

Service: Any service or services, singly or in any combination, offered pursuant to the terms of this tariff.

Telecommunications: The transmission of voice and/or data communications between two or more points.

Timely Payment: A payment on Customer’s account made on or before the due date.

Term Agreement: An agreement between the Company and the Customer for a fixed period of time.

Transport Layer: As used by Company, the physical fiber connections that interface with the geographically distributed DEMARC or network interfaces that enable the aggregation, transmission and reception of Ethernet / IP transmission protocols from remote node locations to a NID, router or similar network equipment located within a Customer PoP, aggregation point or Head End.

SECTION 2 – RULES AND REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with the provision of dedicated and shared Interconnect, Transport and Backhaul services configured as point-to-point and point to multi-point between points within the State of Nebraska.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary, because of lack of facilities, or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

2.1.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

2.1.3.2 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.3 Terms and Conditions, Cont'd.**

- 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.1.3.4 Service may be terminated upon written notice to the Customer if:
- (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- 2.1.3.5 This tariff shall be interpreted and governed by the laws of the State of Nebraska regardless of its choice of laws provision.
- 2.1.3.6 No other telecommunications provider may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- 2.1.3.7 To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.4 Liability of the Company**

- 2.1.4.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.1.4.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government or any state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties when it does not involve the Company's employees.
- 2.1.4.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- 2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.4 Liability of the Company, Cont'd.**

2.1.4.5 Explosive Atmosphere. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.5 as a condition precedent to such installations.

2.1.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

2.1.4.7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

2.1.4.8 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.5 Service-Affecting Activities**

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

The Company will perform adequate scheduling so as to provide service to a customer at a mutually agreed upon time. On a monthly basis, 90% of the commitments to customers with respect to the date of installation of primary basic local exchange service shall be met. The Company will take corrective action if the rate of met commitments falls below 90% for 3 consecutive months. Customer-caused delay or customer-missed appointments will not be figured into the rate of met commitments.

Calls requesting local directory assistance shall be answered within 10 seconds. The Company will take corrective action if its average answer time per month for local directory assistance calls is more than 10 seconds for 3 consecutive months.

The Company will maintain service so that the average monthly rate of initial customer trouble reports in any wire center area is not more than 6 per 100 access lines per month, exclusive of all of the following: (a) Reports concerning interexchange calls. (b) Trouble found in equipment that is not the providers. (c) Nonregulated customer premises equipment or inside wiring. For the purpose of administering this rule, each party line customer shall be considered to have 1 local access line. Multiple trouble reports that are attributable to a common cause or defect shall not be aggregated. Rather, a separate report shall be counted for each customer line reported in trouble. A provider shall take corrective action if a customer trouble report rate is more than 6 per 100 access lines per month in a wire center area for 3 consecutive months.

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.6 Provision of Equipment and Facilities**

- 2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.2 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.1.6.3 The Company may substitute, change or rearrange any equipment or facility at reasonable times, but shall not thereby alter the technical parameters of the service provided the Customer.
- 2.1.6.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- 2.1.6.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 2.1.6.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment.

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.7 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Special Construction

Special arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this Tariff. Rates and charges for special arrangements or special construction will be offered to the Customer in writing and on a non-discriminatory basis.

Where the Company furnishes a facility or service under a special arrangement or special construction, charges will be based on the costs incurred by the Company and may include: (1) non-recurring charges; (2) monthly recurring charges; (3) termination liabilities; or (4) combinations thereof.

2.1.8.1 Basis for Cost Computation

Costs for special construction may include one or more of the following items to the extent they are applicable:

- (A) Cost of installed facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs may include:
- installation of equipment and materials provided or used;
 - engineering, labor and supervision during construction;
 - transportation of materials; and
 - rights of way required for transmission facilities;
- (B) Cost of maintenance;

Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.8 Special Construction, Cont'd.**

2.1.8.2 Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

2.1.8.3 License preparation, processing and related fees;

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.2 Prohibited Uses**

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require business applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Nebraska Public Service Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

2.3 Obligations of the Customer**2.3.1 General**

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.3 Obligations of the Customer, Cont'd.****2.3.1 General, Cont'd.**

- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.3 Obligations of the Customer, Cont'd.****2.3.2 Claims**

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

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

2.4 Customer Equipment and Channels - Customers**2.4.1 General**

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

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.4 Customer Equipment and Channels - Customers, Cont'd.****2.4.2 Station Equipment**

- 2.4.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- 2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.4.3.2 Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- 2.4.3.3 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall comply with all applicable federal and state legal and regulatory requirements; and all User-provided wiring shall be installed and maintained in compliance with all such legal and regulatory requirements.

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.4 Customer Equipment and Channels - Customers, Cont'd.****2.4.4 Inspections**

2.4.4.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.5 Payment Arrangements**2.5.1 Nondiscriminatory Service**

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

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

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.5 Payment Arrangements, Cont'd.****2.5.2 Payment for Service****2.5.2.1 Facilities and Service Charges**

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

2.5.2.2 Taxes

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

2.5.3 Billing and Collection of Charges

2.5.3.1 The Company shall render a bill during each billing period to every Customer. The billing period shall be monthly.

2.5.3.2 Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.

2.5.3.3 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

2.5.3.4 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.5 Payment Arrangements, Cont'd.****2.5.3 Billing and Collection of Charges, Cont'd.**

2.5.3.5 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.5.3.6 If service is disconnected by the Company in accordance with Section 2.5.6 and later restored, restoration of service will be subject to all applicable restoration and installation charges.

2.5.3.7 The date of rendition of the Company's bill for local exchange service shall be the date of physical mailing of the bill by the Company. If the last calendar day for remittance falls upon a Sunday, legal holiday, or any other day when the offices of the provider regularly used for the receipt of payment of customer bills are not open to the general public, then the final payment date shall be extended through the next business day. The date of payment of remittance by mail is two (2) days before receipt of the remittance.

2.5.4 Advance Payments

Where special construction is involved, an advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.5 Payment Arrangements, Cont'd.****2.5.5 Deposits**

- 2.5.5.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges, except as stated in 2.5.5.4 below. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed \$150.00 per access line.
- 2.5.5.2 A deposit may be required in addition to an advance payment.
- 2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- 2.5.5.4 The Company will not require a cash deposit or other guarantee as a condition of obtaining local exchange service, unless the prospective customer refuses to produce identification that can be readily and inexpensively verified or if the prospective customer has a history of payment default within the past 60 months for telecommunication services.

2.5.6 Discontinuance of Service

- 2.5.6.1 Upon nonpayment of any amounts owing to the Company, the Company may, by providing the requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.5 Payment Arrangements, Cont'd.****2.5.5 Deposits, Cont'd.**

- 2.5.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.5.6.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service to Customers without incurring any liability.
- 2.5.6.6 In the event of fraudulent use of the Company's network by Customers, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- 2.5.6.7 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

2.5.7 Cancellation of Application for Service

- 2.5.7.1 When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.5.7.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced.

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.5 Payment Arrangements, Cont'd.****2.5.7 Cancellation of Application for Service, Cont'd.**

2.5.7.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, maintenance, taxes, and any other costs associated with the special construction or arrangements.

2.5.7.4 The special charges described in 2.5.7.1 through 2.5.7.3 will be calculated and applied on a case-by-case basis.

2.5.8 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 Allowances for Interruptions in Service

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

2.6.1 Credit for Interruptions

2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins from the time the Customer's service is reported or is found to be out of service. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.6 Allowances for Interruptions in Service, Cont'd.****2.6.1 Credit for Interruptions, Cont'd.**

Over 24 Hours. If a Customer's service is reported or is found to be out of service and remains out of service for more than 24 hours, then 1 of the following adjustments shall be made to the Customer's bill in the next billing period in which it is practicable to do so:

- (A) If the duration of the outage is less than five (5) days of a month, then the appropriate credit shall be the prorated amount of the customer's monthly service rate.
- (B) If the duration of the outage is 5 days or longer, then the appropriate credit is the credit owed pursuant to 2.6.1.3(1) for the first four (4) days of the outage plus an additional \$5.00 per day for the fifth day and each subsequent day of the outage, up to the amount of the customer's monthly service rate.
- (C) A credit adjustment will not be made if the outage is caused by the Customer or if a satisfactory replacement Service is provided to the Customer. Should the Customer elect to use an alternative Service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative Service.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

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

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.6 Allowances for Interruptions in Service, Cont'd.****2.6.3 Cancellation for Service Interruption**

Cancellation or termination of service by Customers due to service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.7 Restoration of Service**2.7.1 Service Restoration**

When a Customer's Local Exchange Service has been shut off in accordance with this Tariff, Service will be restored only upon the basis of the Customer completing a new application for Service and qualifying for Service as if it were a new Customer.

2.8 Use of Customer's Service by Others**2.8.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.9 Cancellation of Service**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.3.

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

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

2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- (A) to any subsidiary, parent company or affiliate of the Company; or
- (B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (C) pursuant to any financing, merger or reorganization of the Company.

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.11 Notices and Communications**

- 2.11.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.11.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.11.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.12 Formal and Informal Procedures

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

2.12.1 Alternative Dispute Resolution

The following provisions apply if the formal complaint is for \$1,000 or less or if the customer elects to pursue an alternative means of dispute resolution:

- (A) The customer shall file a formal written complaint with the Nebraska Public Service Commission.
- (B) If the customer and the Company cannot agree on an alternative means of dispute resolution within 20 days, they shall participate in a mediation proceeding conducted by administrative law judge or other person designated by the Commission.

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.12 Formal and Informal Procedures, Cont'd.****2.12.1 Alternative Dispute Resolution, Cont'd.**

- (C) If mediation is utilized, the mediator will provide a recommended settlement to the parties within forty-five (45) days after the written complaint was filed.
- (D) Within seven (7) days after the date of the recommended settlement, each party shall file with the commission a written acceptance or rejection of the recommended settlement. A party's failure to file a timely acceptance or rejection shall be deemed to be a rejection of the recommended settlement.
- (E) If the parties accept the recommended settlement, then the recommendation will be adopted by the Commission as a final order.
- (F) If a party rejects the recommended settlement, then the complaint shall proceed to a contested case hearing before the Commission.
- (G) If the complaint involves a monetary dispute, the party who rejects the recommended settlement shall pay the opposing party's actual costs of proceeding to a contested case hearing, including attorney fees, unless the final order of the commission is more favorable to the rejecting party than the recommended settlement under this section. A final order is considered more favorable if it differs by 10% or more from the recommended settlement in favor of the rejecting party. If both parties reject the recommended settlement, then each party shall be responsible for its own costs and attorney fees.

2.12.2 Payment of Amount Not In Dispute

- 2.12.2.1 If a customer files a formal complaint with the Commission, then the Company may require the Customer to pay an amount equal to the part of the bill that is not in dispute.
- 2.12.2.2 The amount that is not in dispute shall be mutually determined by the Company and the Customer.
- 2.12.2.3 If the Company and the Customer are unable to mutually determine the amount that is not in dispute, then the Company may require the Customer to pay up to 50% of the amount that is in dispute.

SECTION 2 – RULES AND REGULATIONS, CONT'D.

2.12 Formal and Informal Procedures, Cont'd.

2.12.2 Payment of Amount Not In Dispute, Cont'd.

2.12.2.4 If the Customer fails to pay to the Company either the amount that is not in dispute or 50% of the amount that is in dispute, then the Company may shut off service consistent with this tariff.

2.12.2.5 If the dispute is ultimately resolved in favor of the Customer, in whole or in part, then any excess moneys paid by the Customer shall be refunded promptly, with simple interest paid at the rate paid on United States Savings Bonds, series EE.

2.13 Customer Access to Information

2.13.1 Public Access to Rules and Rates

The Company will keep on file, and provide public access to, a copy of the Nebraska Public Service Commission's rules and a schedule of all rates and service charges at all of its offices that are open to the general public. Upon the request of a customer and at no cost to the customer, the Company will provide a customer with one (1) copy of the rules and the rate schedules applicable to the customer's usage.

2.13.2 Telephone Directories and Information

The Company will not be publishing directories or making arrangements for its customers to be listed in directories. Each of the companies' customers, which are other carriers, will be responsible for providing this information for their end users.

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.14 Special Arrangements and Construction**

Special arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this Tariff. Rates and charges for special arrangements or special construction will be offered to the Customer in writing and on a non-discriminatory basis.

Where the Company furnishes a facility or service under a special arrangement or special construction, charges will be based on the costs incurred by the Company and may include: (1) non-recurring charges; (2) monthly recurring charges; (3) termination liabilities; or (4) combinations thereof.

2.14.1 Basis for Cost Computation

2.14.1.1 Costs for special construction may include one or more of the following items to the extent they are applicable:

2.14.1.2 Cost of installed facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs may include:

- installation of equipment and materials provided or used;
- engineering, labor and supervision during construction;
- transportation of materials; and
- rights of way required for transmission facilities;

2.14.1.3 Cost of maintenance;

2.14.1.4 Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

2.14.1.5 Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

2.14.1.6 License preparation, processing and related fees;

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.14 Special Arrangements and Construction, Cont'd.****2.14.1 Basis for Cost Computation, Cont'd.**

- 2.14.1.7 Tariff preparation, processing and other related regulatory fees;
- 2.14.1.8 Any other identifiable costs related to the facilities provided; and
- 2.14.1.9 An amount for return and contingencies.

2.15 Termination Liability

Unless otherwise mutually agreed to in writing between Company and Customer and to the extent that there is no other requirement for use by the Company, an early termination liability may apply to existing facilities, services and other facilities specially constructed at the request of the Customer.

- 2.15.1 The early termination liability period is the remaining term of the contracts or agreement(s) governing Customers use of Company facilities and services.
- 2.15.2 The amount of the maximum termination liability is equal to the remaining contract value of the agreement including the full amount of any nonrecurring payments due and payable and the total of any recurring payments, discounted to net present value.
- 2.15.3 The applicable termination liability will be calculated based on the following:
 - 2.15.3.1 Multiplying the sum of the amounts determined as set forth in Section 2.5.1 above by a factor related to the unexpired period of liability and the discount rates reducing the recurring payments to net present value and for the return of Company equipment and contingencies.
 - 2.156.3.2 The amount determined in Section 2.5.1 above shall be adjusted to reflect the predetermined estimate net salvage, if any, including any reuse of the facilities provided.
 - 2.15.3.3 The final termination liability is then adjusted to reflect applicable taxes, regulatory fees and other operating burdens which remain, increase or decrease following the Customers early termination of services.

SECTION 2 – RULES AND REGULATIONS, CONT'D.**2.16 Non-Routine Installation and/or Maintenance**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

SECTION 3 - APPLICATION OF RATES**3.1 Description of Service**

Ubiquity Nebraska, LLC (“Ubiquity” or “Company”) services are offered via Dedicated Point-To-Point Communications Services between Points in the State of Nebraska to other carriers pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in Section 4 – Rates and Charge. Depending upon the network architecture, one or more of these services may be offered by Customer agreement.

Service is not offered or available for purchase by residential or business end users.

Service is available 24 hours per day, seven days per week and is subject to the availability of necessary equipment and facilities and the economic feasibility of providing such necessary equipment and facilities.

Services are offered via the Company’s facilities (whether aggregated in various combinations of new or special construction and existing facilities owned, leased, or under contract) where available in combination with resold services provided by other certificated carriers.

Customer may elect to subscribe to Company services in accordance with this tariff or to enter into private agreement(s) with Company for alternative pricing at the Customers option. In the event the Customer elects to enter into private agreements, Company will administer these agreements in compliance with State and Federal law and within the rules, regulations and procedures as set forth by the Commission.

SECTION 3 - SERVICE OFFERINGS, CONT'D.**3.2 Services**

Following is a general description of the services offered by the Company and in Section 4 – Rates and Charges are the rates applicable to each service. The Company provides Interconnect, Transport and direct Backhaul on the Company's fiber optic networks that enable Users to communicate on a real-time basis between points within local calling areas in the State of Nebraska, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services may be performed by resale of services provided by other telephone companies.

The services offered are:

- Interconnect, Transport and Backhaul Services
- Collocation
- Special Construction
- Time and Materials Service
- Individual Case Basis (ICB)

SECTION 4 - RATES AND CHARGES**4.1 Interconnect, Transport and Backhaul Services****4.1.1 Service Description**

Interconnect, Transport and direct Backhaul are available on the Company's fiber optic networks. Depending upon the network architecture, one or more of these services may be offered by Customer agreement.

4.1.2 Monthly Recurring Rate Elements

The following monthly recurring rate elements apply to Company Interconnect services:

4.1.2.1 Dark Fiber Count

The physical number of dark fibers from the RAN to the remote node for a Central Point of Control ("C-POC") based architecture or from the Access Node to each remote node in a Distributed Point of Control ("D-POC") based architecture.

(A) Mileage Rate

The mileage rate is applied based on the number of Route Miles of fiber which includes the Interconnect and Transport network services. An allowance of .5 route miles of fiber per remote node included on a given network represents the mileage allowable prior to the application of the Mileage Rate to the Customer invoice.

The Mileage Rate is calculated based upon the total number or route miles of fiber provisioned above the mileage allowance and is applied on increments of .1 mile.

Example 1: A network that includes 20 remote nodes and is comprised of 10 route miles would not be eligible for the Mileage Rate addition.

Example 2: A network that includes 20 remote nodes and is comprised of 12 route miles would be eligible for a Mileage Rate addition for the 2 additional route miles of fiber over the mileage allowance of .5 route miles per remote node.

[Rates will be finalized after obtaining of interconnection arrangements with the ILEC]

SECTION 4 - RATES AND CHARGES, CONT'D.**4.1 Interconnect, Transport and Backhaul Services – Cont'd.****4.1.2 Monthly Recurring Rate Elements – Cont'd.****4.1.2.1 Dark Fiber Count – Cont'd.****(B) Interconnect Rate**

The Interconnect Rate is applicable to the Interconnect layer of the network and is billable on a per node basis. The Customer may elect to incorporate from 1 to 4 individual dark fibers from the Head End to each remote node for a C-POC architecture or from each remote Access Node to the Remote Nodes in a D-POC architecture.

Interconnect Rates above 4 dedicated dark fibers may be subject to additional discounts which are not contemplated in this Tariff.

The Interconnect Rate may be applied to networks that include Dim or Lit services provided by Company, in which case additional Recurring and / or Nonrecurring equipment charges may be added to the Customer invoice by separate agreement, reflected as Recurring and Nonrecurring Equipment Charges.

Equipment Charges reflected on the Customer Invoice shall be in addition to the Recurring Charges reflected in the rate tables included with this Tariff.

Interconnect Rates	Monthly	Quarterly	Annual
(1) Fiber	\$ 192.00	\$ 768.00	\$2,304.00
Per Additional Fiber	\$ 22.50	\$ 90.00	\$ 270.00
(2) Fibers	\$ 214.50	\$ 858.00	\$2,574.00
(3) Fibers	\$ 237.00	\$ 948.00	\$2,844.00
(4) Fibers	\$ 259.50	\$1,038.00	\$3,114.00
> (4) Fibers	ICB	ICB	ICB
Mileage Rate (each .1 mile over .5 miles Per Node Mileage Rate Allowance)	\$ 38.40	\$ 153.60	\$ 460.80

SECTION 4 - RATES AND CHARGES, CONT'D.

4.1 Interconnect, Transport and Backhaul Services – Cont'd.

4.1.2 Monthly Recurring Rate Elements – Cont'd.

4.1.2.2 Base Transport Rate

The Transport Rate is graduated based on the Committed Information Rate (“CIR”) of the individual circuits as configured which represents the minimum throughput in Mbps per circuit.

Transport Services	Bandwidth on Demand		Base Transport Rate		
	Circuit Dimension	Burst Limit	Burst Threshold	Monthly	Quarterly
50 Mbps	20 Mbps	70 Mbps	\$ 258.00	\$ 774.00	\$ 3,096.00
100 Mbps	20 Mbps	120 Mbps	\$ 298.00	\$ 894.00	\$ 3,576.00
150 Mbps	20 Mbps	170 Mbps	\$ 338.00	\$ 1,014.00	\$ 4,056.00
200 Mbps	20 Mbps	220 Mbps	\$ 378.00	\$ 1,134.00	\$ 4,536.00
250 Mbps	20 Mbps	270 Mbps	\$ 418.00	\$ 1,254.00	\$ 5,016.00
300 Mbps	20 Mbps	320 Mbps	\$ 458.00	\$ 1,374.00	\$ 5,496.00
350 Mbps	20 Mbps	370 Mbps	\$ 498.00	\$ 1,494.00	\$ 5,976.00
400 Mbps	20 Mbps	420 Mbps	\$ 538.00	\$ 1,614.00	\$ 6,456.00
450 Mbps	20 Mbps	470 Mbps	\$ 578.00	\$ 1,734.00	\$ 6,936.00
500 Mbps	20 Mbps	520 Mbps	\$ 618.00	\$ 1,854.00	\$ 7,416.00
550 Mbps	20 Mbps	570 Mbps	\$ 658.00	\$ 1,974.00	\$ 7,896.00
600 Mbps	20 Mbps	620 Mbps	\$ 698.00	\$ 2,094.00	\$ 8,376.00
650 Mbps	20 Mbps	670 Mbps	\$ 738.00	\$ 2,214.00	\$ 8,856.00
700 Mbps	20 Mbps	720 Mbps	\$ 778.00	\$ 2,334.00	\$ 9,336.00
750 Mbps	20 Mbps	770 Mbps	\$ 818.00	\$ 2,454.00	\$ 9,816.00
800 Mbps	20 Mbps	820 Mbps	\$ 858.00	\$ 2,574.00	\$ 10,296.00
850 Mbps	20 Mbps	870 Mbps	\$ 898.00	\$ 2,694.00	\$ 10,776.00
900 Mbps	20 Mbps	920 Mbps	\$ 938.00	\$ 2,814.00	\$ 11,256.00
950 Mbps	20 Mbps	970 Mbps	\$ 978.00	\$ 2,934.00	\$ 11,736.00
1000 Mbps (GigE)	20 Mbps	Not Applicable	\$ 1,018.00	\$ 3,054.00	\$ 12,216.00

SECTION 4 - RATES AND CHARGES, CONT'D.**4.1 Interconnect, Transport and Backhaul Services – Cont'd.****4.1.2 Monthly Recurring Rate Elements – Cont'd.****4.1.2.3 Bandwidth on Demand**

Bandwidth on Demand (“BoD”) is an optional service feature offered to Customers which enable each circuit on the Transport layer to burst above the CIR for defined durations and / or periods of time throughout the billing cycle.

Monthly BoD service is available on a per circuit basis per the rate table below.

(A) Burst Limits

The burst limits on each individual circuit is set to 20 Mbps above the CIR. The burst limit is calculated using an average throughput over a 4 hour period during times of peak Customer traffic (“Busy Hours”).

Provided the burst limit average remains below the 20 Mbps threshold throughout the Busy Hours, no additional BoD charges apply beyond the monthly BoD service charge.

In the event a circuit exceeds the Burst Threshold during the Busy Hours, the consumption based BoD charge would be added to the Customer invoice for each day in the billing month in 5 Mbps increments, rounded up to the next highest increment.

Example 1: A Customer Transport circuit dimensioned for 100 Mbps exceeds the Burst Threshold of 120 Mbps by 10 Mbps, averaging 130 Mbps during the Busy Hour. A BoD charge of \$1.20 would appear on the Customer invoice for that day.

Example 2: A Customer Transport Circuit dimensioned for 100 Mbps exceeds the Burst Threshold of 120 Mbps by 12 Mbps, averaging 130 Mbps during the Busy Hour. A BoD charge of \$1.80 would appear on the Customer invoice for that day.

SECTION 4 - RATES AND CHARGES, CONT'D.

4.1 Interconnect, Transport and Backhaul Services – Cont'd.

4.1.2 Monthly Recurring Rate Elements – Cont'd.

4.1.2.3 Bandwidth on Demand – Cont'd.

(A) Burst Limits – Cont'd.

Transport Services	Bandwidth on Demand				Dynamic Bandwidth Charge Per Circuit (Optional)	Transport Rate with BoD Option		
	Circuit Dimension	Burst Limit	Burst Threshold	Monthly BoD Charge Per Circuit (Optional)		BoD Charge / Per 5 Mbps / Day Over Burst Threshold (Rounded Up)	Monthly	Quarterly
50 Mbps	20 Mbps	70 Mbps	\$ 9.95	\$ 1.03	\$ 14.99	\$ 267.95	\$ 1,071.80	\$ 3,215.40
100 Mbps	20 Mbps	120 Mbps	\$ 9.95	\$ 0.60	\$ 14.99	\$ 307.95	\$ 1,231.80	\$ 3,695.40
150 Mbps	20 Mbps	170 Mbps	\$ 9.95	\$ 0.45	\$ 14.99	\$ 347.95	\$ 1,391.80	\$ 4,175.40
200 Mbps	20 Mbps	220 Mbps	\$ 9.95	\$ 0.38	\$ 14.99	\$ 387.95	\$ 1,551.80	\$ 4,655.40
250 Mbps	20 Mbps	270 Mbps	\$ 9.95	\$ 0.33	\$ 14.99	\$ 427.95	\$ 1,711.80	\$ 5,135.40
300 Mbps	20 Mbps	320 Mbps	\$ 9.95	\$ 0.31	\$ 14.99	\$ 467.95	\$ 1,871.80	\$ 5,615.40
350 Mbps	20 Mbps	370 Mbps	\$ 9.95	\$ 0.28	\$ 14.99	\$ 507.95	\$ 2,031.80	\$ 6,095.40
400 Mbps	20 Mbps	420 Mbps	\$ 9.95	\$ 0.27	\$ 14.99	\$ 547.95	\$ 2,191.80	\$ 6,575.40
450 Mbps	20 Mbps	470 Mbps	\$ 9.95	\$ 0.26	\$ 14.99	\$ 587.95	\$ 2,351.80	\$ 7,055.40
500 Mbps	20 Mbps	520 Mbps	\$ 9.95	\$ 0.25	\$ 14.99	\$ 627.95	\$ 2,511.80	\$ 7,535.40
550 Mbps	20 Mbps	570 Mbps	\$ 9.95	\$ 0.24	\$ 14.99	\$ 667.95	\$ 2,671.80	\$ 8,015.40
600 Mbps	20 Mbps	620 Mbps	\$ 9.95	\$ 0.23	\$ 14.99	\$ 707.95	\$ 2,831.80	\$ 8,495.40
650 Mbps	20 Mbps	670 Mbps	\$ 9.95	\$ 0.23	\$ 14.99	\$ 747.95	\$ 2,991.80	\$ 8,975.40
700 Mbps	20 Mbps	720 Mbps	\$ 9.95	\$ 0.22	\$ 14.99	\$ 787.95	\$ 3,151.80	\$ 9,455.40
750 Mbps	20 Mbps	770 Mbps	\$ 9.95	\$ 0.22	\$ 14.99	\$ 827.95	\$ 3,311.80	\$ 9,935.40
800 Mbps	20 Mbps	820 Mbps	\$ 9.95	\$ 0.21	\$ 14.99	\$ 867.95	\$ 3,471.80	\$ 10,415.40
850 Mbps	20 Mbps	870 Mbps	\$ 9.95	\$ 0.21	\$ 14.99	\$ 907.95	\$ 3,631.80	\$ 10,895.40
900 Mbps	20 Mbps	920 Mbps	\$ 9.95	\$ 0.21	\$ 14.99	\$ 947.95	\$ 3,791.80	\$ 11,375.40
950 Mbps	20 Mbps	970 Mbps	\$ 9.95	\$ 0.21	\$ 14.99	\$ 987.95	\$ 3,951.80	\$ 11,855.40
1000 Mbps (GigE)	20 Mbps	N/A	N/A	N/A	N/A	N/A	N/A	N/A

(B) Dynamic Bandwidth

Dynamic Bandwidth is an optional service feature offered to Customers that enables the Transport Rate to dynamically adjust monthly based on the Customers consumption of bandwidth during the Busy Hours as averaged over the course of the billing cycle.

The calculation used to qualify the amount of Dynamic Bandwidth consumed includes the averaging of the 4 busiest days in a billing cycle (“Busy Days”) and the Busy Hours of each Busy Day to establish the average Dynamic Bandwidth based on Customer traffic and throughput.

The Dynamic Bandwidth average is rounded up to the next highest monthly Transport Rate on the Dynamic Bandwidth rate table below.

SECTION 4 - RATES AND CHARGES, CONT'D.**4.1 Interconnect, Transport and Backhaul Services – Cont'd.****4.1.2 Monthly Recurring Rate Elements – Cont'd.****4.1.2.3 Bandwidth on Demand – Cont'd.****(B) Dynamic Bandwidth – Cont'd.**

Example 1: A monitored circuit reflects the following average Busy Hour consumption statistics over the Busy Days of a billing cycle.

90 Mbps + 120 Mbps + 130 Mbps + 140 Mbps = 480 Mbps

Busy Day 1 Average = 120 Mbps

90 Mbps + 140 Mbps + 145 Mbps + 155 Mbps = 530 Mbps

Busy Day 2 Average = 132 Mbps

100 Mbps + 135 Mbps + 160 Mbps + 180 Mbps

Busy Day 3 Average = 143.75 Mbps

120 Mbps + 148 Mbps + 137 Mbps + 152 Mbps

Busy Day 4 Average = 139.25 Mbps

Total – Busy Day 1 – 4 = 535.5 Mbps Divided by 4 = 133.875 Mbps

Dynamic Bandwidth Transport Rate = 150 Mbps

(C) Circuit Monitoring & Remote Maintenance

Circuit Monitoring and remote maintenance is included in the base Transport Rate and for Bandwidth on Demand and Dynamic Bandwidth service options that utilize Company owned equipment or Company owned equipment that is leased or purchased by Customer.

Circuit Monitoring and remote maintenance is offered as an optional service under separate Customer agreement when Customer elects to utilize CPE in lieu of Company owned equipment.

SECTION 4 - RATES AND CHARGES, CONT'D.**4.1 Interconnect, Transport and Backhaul Services – Cont'd.****4.1.2 Monthly Recurring Rate Elements – Cont'd.****4.1.2.3 Bandwidth on Demand – Cont'd.****(C) Circuit Monitoring & Remote Maintenance – Cont'd**

Bandwidth on Demand and Dynamic Bandwidth service options may not be available when Customer elects to utilize CPE in Lieu of Company owned equipment.

Circuit Monitoring and Remote Maintenance features may be limited based on the Customers equipment selection and election to use CPE within the Company network.

(D) Add/Drop Charges

Add/Drop charges apply to each POP requested by Customer on a SONET Ring or point to multi-point PVC.

4.1.3 Non-Recurring Rate Elements

The following non-recurring rate elements may apply to Dedicated Point-To-Point PVC Transport Service:

4.1.3.1 Lateral Construction Charge

A Lateral Construction Charge applies where POPs requested by Customer are to be integrated into a Company network and the cost of construction of the lateral and/or building riser facilities cannot reasonably be recovered by Company over the expected duration of service to Customer.

4.1.3.2 Lateral Connection Charge

A Lateral Connection Charge applies where POPs requested by Customer are to be integrated into a Company network and the cost of (i) interconnecting to circuits or facilities not owned by Company, and/or (ii) non-standard interconnection requested by Customer, cannot reasonably be recovered by Company over the expected duration of service to Customer.

SECTION 4 - RATES AND CHARGES

4.1 Interconnect, Transport and Backhaul Services – Cont’d.

4.1.3 Non-Recurring Rate Elements – Cont’d.

4.1.3.3 Network Connection Charge

A Network Connection Charge applies where Company provides certain specified network integration and connection services to integrate and optimize the physical and virtual connections between Company and Customer equipment.

SECTION 4 - RATES AND CHARGES, CONT'D.

4.1 Interconnect, Transport and Backhaul Services – Cont'd.

4.1.4 Rates

	<u>PVC RATE ELEMENT</u>	<u>MONTHLY RECURRING CHARGE</u>	<u>CHARGING BASIS</u>
1.1	<u>SIGNAL CONVERSION RATES</u>		
1.1.1	Local Signal Conversion Rate)	\$500.00	Per Month Per POP
1.1.2	Remote Signal Conversion Rate	\$2,000.00	Per Month Per POP
1.2	<u>COMMITTED INFORMATION RATES</u>		
1.2.1	Tier 1: 5 MHZ	\$2,000.00	Per Month Per POP
1.2.2	Tier 2: 10 MHZ	\$2,275.00	Per Month Per POP
1.2.3	Tier 3: 15 MHZ	\$2,425.00	Per Month Per POP
1.2.4	Tier 4: 20 MHZ	\$2,575.00	Per Month Per POP
1.2.5	Tier 5: 25 MHZ	\$2,725.00	Per Month Per POP
1.2.6	Tier 6: 30 MHZ	\$2,875.00	Per Month Per POP
1.2.7	Tier 7: 35 MHZ	\$3,025.00	Per Month Per POP
1.2.8	Tier 8: 40 MHZ	\$3,175.00	Per Month Per POP
1.2.9	Tier 9: 45 MHZ	\$3,325.00	Per Month Per POP
1.2.10	Tier 10: 50 MHZ	\$3,475.00	Per Month Per POP
1.2.11	Tier 11: 55 MHZ	\$3,625.00	Per Month Per POP
1.2.12	Tier 12: 60 MHZ	\$3,775.00	Per Month Per POP
1.3	<u>PERMANENT VIRTUAL CIRCUIT ELEMENTS</u>		
1.3.1	Dedicated Fiber Strand	\$5,200.00	Per Month Per Strand
1.3.2	WDM	\$3,900.00	Per Month Per POP
1.3.5	SONET Ring	\$2,080.00	Per Month Per Ring
1.3.6	Add / Drop	\$625.00	Per Month Per Drop
2	<u>NON-RECURRING ELEMENTS</u>	<u>NON-RECURRING CHARGES</u>	
2.1	Lateral Construction Charge	\$200,000.00	Per POP
2.2	Lateral Connection Charge	\$30,000.00	Per POP
2.3	Network Connection Charge	\$100,000.00	Per Network

SECTION 4 - RATES AND CHARGES, CONT'D.**4.2 Collocation****4.2.1 Service Description**

Collocation service allows a Customer to place Customer's telecommunications equipment on certain of the Company's premises and within space allocated at the Company's Head Ends, in designated locations at such premises. Collocation shall be subject to the availability of appropriately sized and located space at such locations. The prices, terms and conditions of collocation shall be negotiated between the Company and Customer on a site-specific basis. The Company shall provide space that is appropriately conditioned for Customer's equipment.

4.2.2 Non-Recurring and Monthly Recurring Rates

ICB

4.3 Special Construction**4.3.1 Service Description**

Special construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance, Special Construction is undertaken:

- (a) where facilities are not presently available,
- (b) where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;
- (c) where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) where the service is in a quantity greater than that which the Company would normally provide;
- (e) where service is requested on an expedited basis;
- (f) where service is requested on a temporary basis until permanent facilities are available;
- (g) where the service requested involves abnormal costs; or
- (h) where service is requested in advance of the Company's normal construction schedule.

4.3.2 Non-Recurring and Monthly Recurring Rates

ICB

SECTION 4 - RATES AND CHARGES, CONT'D.**4.4 Time and Materials Service****4.4.1 Service Description**

This service provides for the Time and Materials charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non-routine.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer time, materials and charges listed in Section 2 for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges as listed in Section 2 for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Materials Charges listed below shall apply.

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Materials Charges listed in Section 2 will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

4.4.2 Non-Recurring and Monthly Recurring Rates

ICB

SECTION 4 - RATES AND CHARGES, CONT'D.**4.5 Individual Contract Basis (ICB)**

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company's services may be established at negotiated rates on an individual contract basis (ICB), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

Upon completion of any contractual arrangements entered into under this section, the Company will file additional tariff sheets as an amendment to this tariff summarizing the services, rates, terms, conditions, and duration of the contract, and will make the contract itself available to the Commission upon the Commission's request. The Company reserves the right to protection from public disclosure of proprietary information contained in such contracts as allowed under law.