

**Unite Private Networks, LLC  
Nebraska Services Tariff**

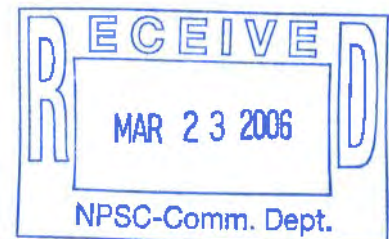
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**TERMS, CONDITIONS, RATES AND CHARGES**

**UNITE PRIVATE NETWORKS, LLC**

**STATE OF NEBRASKA**



Issued: March 22, 2006

Effective: April 1, 2006

Chief Financial Officer  
303 N. Jefferson, Kearney MO 64060

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**1. APPLICATION AND REFERENCE**

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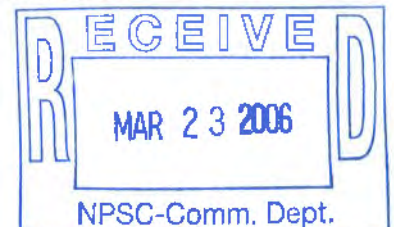
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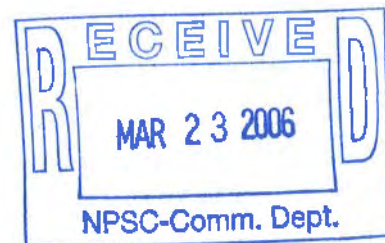
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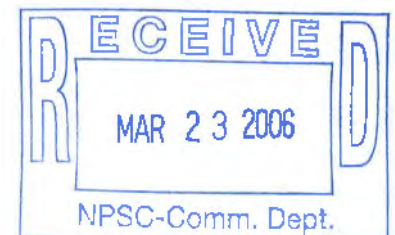
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**1.2 APPLICATION OF TARIFF**

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

**1.3 EXPLANATION OF SYMBOLS**

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



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**2.0 GENERAL REGULATIONS**

**2.1 Ordering Procedures**

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

**2.2 Delivery and Installation**

- a. Unite shall coordinate with the customer for the delivery and storage of equipment as required.
- b. Prior to delivery of services, customer shall prepare all installation sites and shall continue to maintain these sites. Unite shall remove all debris caused by Unite.
- c. Customer may arrange for installation by Unite of customer provided equipment, subject to the then-current standard Unite charges and conditions.
- d. Unite's project leader shall meet with customer representative prior to installation to designate and finalize the installation and configuration design. This process shall clarify and define in detail the pre-designed network plan. Said design will determine the final project scope.
- e. Unite and customer will develop a reasonable installation/implementation plan and timeline. Unite agrees to make all reasonable efforts to meet the installation date. Services will have not met the installation date unless the products are completely and fully installed, tested and certified. Unite shall coordinate with customer personnel during installation. Customer agrees to reasonable extensions of the installation timeline if installation is delayed due to changes by customer or by circumstances beyond the control of Unite.

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- f. Customer shall provide Unite an on-site storage area and access to all the facilities six days a week, during the installation phases of the services. This access needs to be scheduled in advance. Customer personnel shall accompany Unite personnel during any after-hour on-site work.

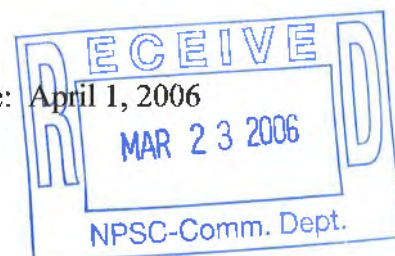
**2.3 Billing and Payment**

- a. The customer is responsible for payment of all charges for facilities and services furnished, including charges for services originated, or charges accepted, at such facilities, in accordance with Unite's regular billing and collection practices.
- b. Unless special arrangements are made, all charges for service, equipment, and facilities are payable monthly, in advance.
- c. In the event that payment from a customer is less than the total amount of all charges owing to Unite and the customer does not specifically designate the manner to apply said payment, then Unite may apply all or any part of the payments received to such accounts or indebtedness in any manner Unite desires.
- d. All charges shall be paid no later than 30 days from the date of the receipt of the invoice. An extension of 15 days shall be allowed provided that customer notifies Unite prior to the 30 days that there will be a delay in payment. Unite may impose a late payment charge of one and one-half percent (1.5%) per month if the payment is not made within this time.
- e. Additional Services (moves, adds or changes) may be rendered outside contracted hours at Customer's request by mutual agreement with Unite and customer. Said services shall be invoiced on a "time and material" basis to include a twenty percent (20%) overhead charge.
- f. Any sales, use privilege, excise, franchise or occupation tax or surcharges or similar taxes or impositions now or hereafter levied by the Federal, State, or Local government or any political subdivision or taxing authority thereof may be billed by Unite to the Customer on a pro rate basis in the areas wherein such taxes, impositions or other charges shall be levied.
- g. In order to safeguard its interests, Unite may require a customer to pay a non-recurring charge, installation fee, or provide a suitable deposit to be held by the Unite as a guarantee of the payment of charges. A deposit may be requested where (a) satisfactory credit has not been established either by not having had previous

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service or through unsatisfactory payment habits on present or previous service; (b) information has not been initially produced indicating financial stability and ability to pay; or subsequent information indicates the lack of good credit or ability to pay. The amount of the deposit generally shall not exceed the estimated charges for the service which will accrue for a two-month period. The fact that a deposit has been made in no way relieves the applicant or customer from complying with Unite's regulations as to advance payments and the prompt payment of bills on presentation. The deposit will bear simple interest at 7% a year computed from the date of its receipt by the Unite, at the time that the deposit is refunded, or service is terminated or annually upon request of the subscriber. When the service is terminated the amount of the deposit with any interest due will be credited to the customer's account and any credit balance which may remain will be refunded. After the customer has established satisfactory credit through prompt payment habits over generally a twelve month period of time Unite will refund the deposit with interest or credit it to the customer's account.

- h. In addition to other General Regulations for activation of service, Unite may deny service to a customer if the customer has existing or previous unpaid debts to Unite.

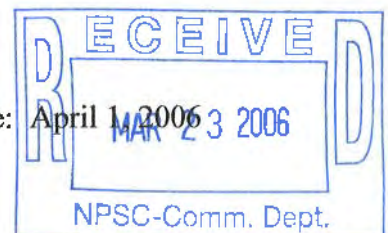
**2.4 Customer Responsibilities**

- a. The customer shall be responsible for placing all orders for service, payment of all charges offered herein and compliance with Unite terms and conditions.
- b. Customer acknowledges it has independently determined that the services ordered under this tariff meet its requirements.
- c. Customer has sole responsibility for use of the services, including operating procedures, audit controls, accuracy and security.
- d. Customer shall ensure that its personnel are, at all times, educated and trained in the proper use and operation of the services and that they are used in accordance with applicable manuals and instruction.
- e. Facilities utilized by the Unite to provide service under the provisions of this tariff shall remain the property of Unite. Such facilities shall be returned to Unite by the customer, whenever requested, within a reasonable period following request, in as good condition as reasonable wear will permit.
- f. Customer shall secure and provide all electrical circuits required for the installation of services.

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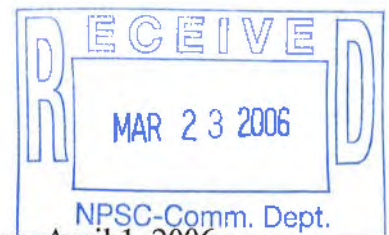
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- g. The services and equipment provided under this tariff shall be available to the Unite at times mutually agreed upon in order to permit Unite to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustment.
- h. Customer shall not use services for any unlawful purposes.

**2.5 Protection of Proprietary Information**

- a. Customer shall keep in confidence and protect proprietary information of Unite from disclosure to third parties and restrict its use. Customer acknowledges that unauthorized disclosure of proprietary information may cause substantial economic loss to Unite or its licensor's. All materials containing proprietary information shall be marked with "Proprietary", "Confidential", or in a manner, which gives notice of its proprietary nature. Proprietary information shall not be copied, in whole or in part, except when essential for correcting, generating or modifying proprietary information in customer's possession.
- b. Upon termination or cancellation of any Unite services, customer shall destroy (and in writing, certify destruction) or return to Unite all copies of any related proprietary information in customer's possession.
- c. It is acknowledged, unless purchased by customer, that all support materials, including without limitation, diagnostics, are the property of, and include proprietary information of Unite. Customer agrees that such materials shall be used only by Unite personnel, and that Unite has the right to remove such materials from customer's facility at any time.
- d. Unite shall hold in confidence any and all customer's sensitive information.
- e. Customer and Unite shall inform their respective employees of their obligations under this Section and instruct them so as to ensure such obligations are met.
- f. This Section shall survive termination or cancellation of services.



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**2.6 Warranties and Disclaimers**

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

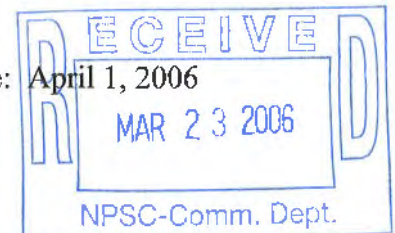
**2.7 Alterations and Attachments**

- a. Customer shall give Unite prior written notice of any proposed alterations or attachments to services or Unite equipment. Unite has no obligation to provide support services for non-Unite supplied attachments, or altered services. Should

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Unite agree to maintain, support or correct altered services, Unite may impose additional charges with prior written agreement of customer.

- b. Unite is not responsible for any malfunction, non-performance or degradation of performances of services, supplies or maintenance support materials, caused by, or resulting directly or indirectly from, any alteration or attachment unless Unite's maintenance of the alteration or attachment causes the malfunction.
- c. Customer shall be solely responsible for infringement, personal injury or damage to property and equipment resulting from alterations or attachments made by the customer.

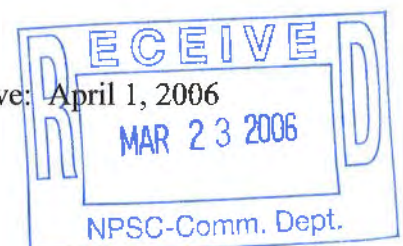
**2.8 Termination and Cancellation**

- a. Without prejudice to other remedies, Unite may suspend services, cancel any order placed by customer, and repossess Unite purchased services (excluding Services for which the purchase price has been fully paid), if Customer fails to make any required payments for billed services and fails to correct such default within 30 days after written notice from Unite.
- b. Unite may terminate support services on 30 days prior written notice if Unite determines that any alterations, attachments, or failure to install a maintenance release will interfere with the provisions of such services.
- c. Unite may terminate service if Customer fails to perform any of its obligations under this agreement.
- d. Customer may terminate services if Unite fails to satisfactorily perform any of Unite's responsibilities and obligations under this tariff provided that customer provides Unite with written notice of such failure and (i) Unite fails to remedy such failure within 30 days after receiving such notice or (ii) if such failure cannot be remedied within 30 days, Unite fails to take steps toward remedying such failure within a reasonable time.
- e. Termination or cancellation of services shall not affect any rights or duties arising under it with respect to the proprietary information of either party.
- f. If Unite terminates service under provisions of this section or if Customer terminates service for any reason other than 2.8d, Customer shall be responsible for a Termination Charge equal to 100% of the remaining payments due under the contracted fixed period service rate plan. Customer may terminate original

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contract and avoid termination charges if like services are purchased under a replacement contract whereby new payments are 110% or greater than original services being replaced.

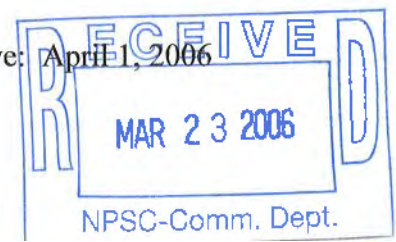
**2.9 LIABILITY**

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

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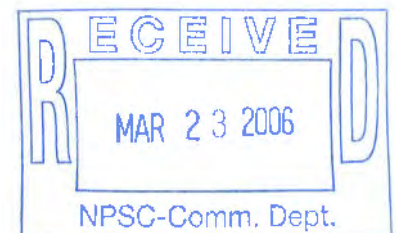
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arising from the material transmitted over the facilities or the customer's.

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



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**3. MOE (METRO OPTICAL ETHERNET) SERVICES**

**3.1 DESCRIPTION**

**3.1.1 GENERAL**

MOE (Metro Optical Ethernet) Service is a simple, easily expandable transport service that uses the standard Ethernet transport technology. MOE allows customers to connect via E-Line point to point or E-Lan multiple enterprise locations within a service area using the standard Ethernet protocol. MOE transmission speeds are as low as 5 Mbps and up to 1 Gbps in increments of 10 Mbps from 10 to 100 Mbps and 100 Mbps from 100 to 1,000 Mbps. A MOE customer may request Special Facilities Routing (i.e., Diversity and Avoidance) as set forth in Section 4 – Private Line Services. Technical Specifications for MOE Service are delineated in Unite Technical Manual.

**3.1.2 SERVICE ELEMENTS**

**A. Network Interface Unit (NIU)**

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

**B. Access Link**

A MOE Access Link connects a customer facility at the NIU to an Ethernet port on the MOE network with a standard optical or copper connection. A customer may request Local Loop Diversity which provides an alternately routed local loop as referenced in Special Facilities Routing as set forth in the Private Line Transport Services tariff, Section 4.

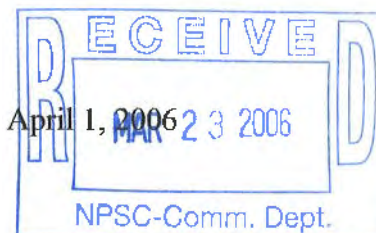
**C. MOE Port**

MOE Port is an Ethernet port that is the physical entry point to the shared Metro Optical Ethernet Network. Customers may choose to connect to an electrical 10/100 port or an electrical or optical 1,000 Mbps port on the Unite network.

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**D. Bandwidth Port**

The Bandwidth Port is bandwidth provisioned over the MOE Port. • 10 Mbps MOE Ports: 5 Mbps, 10 Mbps • 100 Mbps MOE Ports: 10 Mbps, 20 Mbps, 30 Mbps, 40 Mbps, 50 Mbps, 60 Mbps, 70 Mbps, 80 Mbps, 90 Mbps and 100 Mbps • 1,000 Mbps MOE Ports: 10 Mbps, 20 Mbps, 30 Mbps, 40 Mbps, 50 Mbps, 60 Mbps, 70 Mbps, 80 Mbps, 90 Mbps, 100 Mbps, 200 Mbps, 500 Mbps and 1,000 Mbps.

**3.2 GENERAL TERMS AND CONDITIONS**

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

A. MOE can be provided where Unite facilities and equipment are available and technically feasible. Where suitable facilities are unavailable for provision of the service, special ICB (Individual Case Basis) construction of the facilities may be necessary.

B. For MOE, the Unite customer will provide equipment space furnished by the customer under the terms of Section 2. This location must be accessible exclusively to the Unite, as if the Unite is the tenant.

**3.3 RATE ELEMENTS**

**A. MOE Port**

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

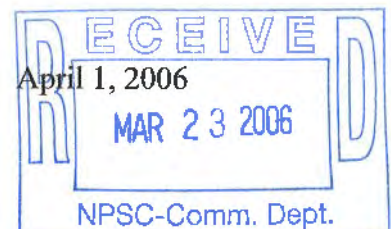
**B. Bandwidth Port**

A monthly rate is assessed per Bandwidth Profile subscribed to and the term plan chosen. Customers may subscribe to one of the following: • 10 Mbps MOE Ports: 5 Mbps, 10 Mbps • 100 Mbps MOE Ports: 10 Mbps, 20 Mbps, 30 Mbps, 40 Mbps, 50 Mbps, 60 Mbps, 70 Mbps, 80 Mbps, 90 Mbps and 100 Mbps • 1,000 Mbps MOE Ports: 10 Mbps, 20 Mbps, 30 Mbps, 40 Mbps, 50 Mbps, 60 Mbps, 70 Mbps, 80 Mbps, 90 Mbps, 100 Mbps, 200 Mbps, 500 Mbps and 1,000 Mbps

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**3.4 RATE TERMS AND CONDITIONS**

A. The initial order for MOE must be for a fixed period service rate plan of month to month, one, three or five year fixed service period. MOE customers will not receive rate decreases if Unite decreases the rates during their term plan.

B. A subsequent order to add a MOE Port to an existing fixed-period service pricing plan must be for the remainder of the existing fixed-period service pricing plan, provided the remainder of the existing plan is at least the minimum period of 12 months.

C. A subsequent order to add or change a MOE Port during the fixed period service rate plan will be assessed the nonrecurring charge.

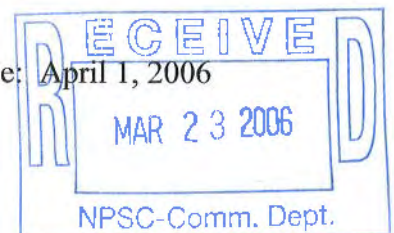
D. A following order to increase a MOE Bandwidth Port during the fixed period service rate plan will not be assessed the MOE Port nonrecurring charge. The monthly rate will be changed to the new MOE Bandwidth Port Charge. The customer may subsequently decrease the MOE Bandwidth Port as low as the originally configured bandwidth without being assessed a Termination Charge. If decreased MOE Bandwidth Port is lower than originally signed for prior to the expiration date of the fixed period service rate plan the Termination Charge will apply. See Section 2.8 for Termination Charges.

E. Rates and Charges as set forth in 3.5 will apply. In special circumstances where facilities are not available or technically feasible, or where new construction is required, Rates and Charges may be developed on an individual case basis and will be specified in a Service Agreement between Unite and the customer.

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**3.5 RATES AND CHARGES**

**Unite MOE Standard Pricing**

Pricing is per node.

Ethernet 10/100 port up to 100

1G1G Ethernet port for 100-1000 Mbps

MTM 1 year 3 year 5 year  
MRC MRC MRC MRCNRC

Mbps					
5	\$600	\$570	\$510	\$480	*ICB + \$600
10	\$630	\$599	\$536	\$504	*ICB + \$600
20	\$677	\$643	\$575	\$541	*ICB + \$600
30	\$724	\$687	\$615	\$579	*ICB + \$600
40	\$771	\$732	\$655	\$616	*ICB + \$600
50	\$818	\$776	\$694	\$654	*ICB + \$600
60	\$834	\$792	\$709	\$667	*ICB + \$600
70	\$851	\$808	\$723	\$680	*ICB + \$600
80	\$867	\$824	\$737	\$694	*ICB + \$600
90	\$884	\$839	\$751	\$707	*ICB + \$600
100	\$900	\$855	\$765	\$720	*ICB + \$1200
200	\$1,045	\$992	\$888	\$836	*ICB + \$1200
500	\$1,157	\$1,099	\$983	\$925	*ICB + \$1200
1000	\$1,360	\$1,292	\$1,156	\$1,088	*ICB + \$1200
Dark Fiber	*ICB	*ICB	*ICB	*ICB	*ICB

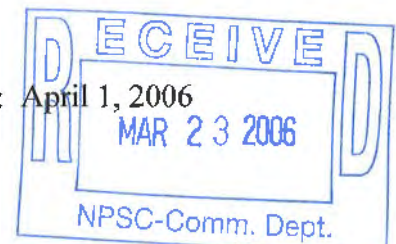
\* Individual Case Bases, Unite will perform a site analysis and determine cost to build fiber into customer Premise. This ICB will be based on cost for the build discounted based on contract term. All ICB is to be paid in full upon signing contract with Unite or spread out over the term of contract. MRC means Monthly Recurring Cost, and NRC means Non-Recurring Cost.

See Section 2.8 for Termination Charges.

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**4. MPL (METRO PRIVATE LINE) SERVICE**

**4.1 DESCRIPTION**

**4.1.1 GENERAL**

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

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

DS-3 service is a digital transmission facility of 44.736 Mbps that supports up to 28 DS-1 channels, or 672 analog data, digital data, video or voice channels.

OC-3 service is a network line with digital transmission speed of 155.52 Mbps (payload: 150.336 Mbps; overhead: 5.184 Mbps) using fiber optics. It can be provisioned multiplexed or concatenated (carrying the data from a single source) OC-3C.

OC-12 service is a network line with a SONET rate of 621.84 Mbps (payload: 601.344 Mbps; overhead: 20.736 Mbps) using fiber optics. . It can be provisioned multiplexed or concatenated (carrying the data from a single source) OC-12C.

OC-48 service is a network line with a SONET rate of 2488.32 Mbps (payload: 2405.376 Mbps; overhead: 82.944 Mbps) using fiber optics. . It can be provisioned multiplexed or concatenated (carrying the data from a single source) OC-48C.

OC-192 service is a network line with a SONET rate of 9953.28 Mbps (payload: 9621.504 Mbps; overhead: 331.776 Mbps), using fiber optics. . It can be provisioned multiplexed or concatenated (carrying the data from a single source) OC-192C.

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

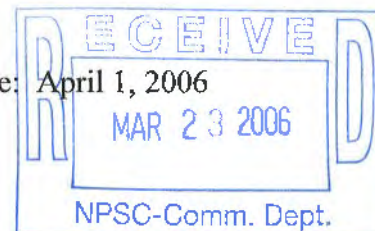
MPL Service can be provided two ways, On-Net to On-Net or On-Net to Off-Net.

- A. On-Net to On-Net is where the customer's both ends of service originate in buildings using facilities that have been provisioned by Unite. Customer sites that are not On-Net but in the Metro Area can be provisioned to the Unite MPL Network on an ICB basis.

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- B. On-Net to Off-Net is where the customer's ends of service are provided by a building using a facility provisioned by Unite (On-Net) to a facility that is owned and operated by a third party provider (Off-Net). Unite will order and provision Off-Net services on the customer's behalf and provide an end-to-end solution for the customer.

**4.1.2 SERVICE ELEMENTS**

**A. Node**

A point of connection between Unite and the customers premise.

**B. Mileage**

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

**C. Multiplexing**

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

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

**D. Port**

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

**4.2 GENERAL TERMS AND CONDITIONS**

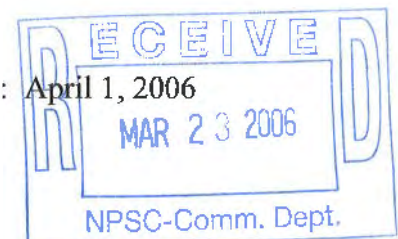
In addition to the general terms and conditions in Section 2 of this tariff, the terms and conditions in this section also apply for MPL.

- A. Service can be provided where Unite facilities and equipment are available and technically feasible. Where suitable facilities are unavailable for provision of the

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service, special ICB (Individual Case Basis) construction of the facilities may be necessary.

- C. The customer must provide equipment space per the terms of Section 2. This space must be accessible exclusively to Unite, as if Unite is the tenant

**4.3 RATE ELEMENTS**

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

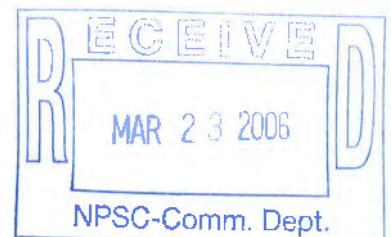
**4.4 RATE TERMS AND CONDITIONS**

- A. The initial order for MPL must be for a specified fixed period rate plan (month to month, one year, three years, or five years). MPL customers will not receive a rate decrease if Unite decreases rates during the initial term period.

- B. A subsequent order to add an MPL Port to an existing fixed period rate plan must be for the remainder of the existing fixed period rate plan, provided the remainder of the existing plan is at least a minimum period of 12 months.

- C. A subsequent order to add or change an MPL Port during the fixed period rate plan will be assessed the nonrecurring charge (NRC).

- D. Rates and Charges as set forth in 4.5 will apply. In special circumstances where facilities are not available or technically feasible, or where new construction is required, Rates and Charges may be developed on an individual case basis and will be specified in a Service Agreement between Unite and the customer.



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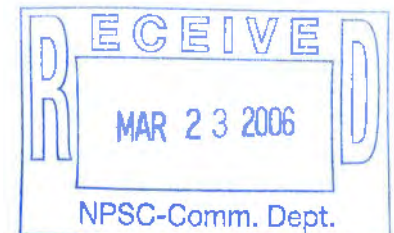
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**4.5 RATES AND CHARGES**

**Metro Private Line Pricing**

Rate Sheet	MRC	MRC	MRC	MRC	NRC	NRC	NRC
<i>Per Port</i>	Retail Rate				Lit Building		
	MTM	1 Year	3 Year	5 Year	1 Year	3 Year	5 Year
DS1	\$395	\$200	\$155	\$129	\$500	\$250	Waived
DS3	\$1,995	\$1,650	\$1,400	\$1,100	\$2,500	\$1,250	Waived
OC3	\$5,995	\$4,950	\$3,495	\$2,995	\$3,500	\$1,750	Waived
OC12	\$12,995	\$9,995	\$8,995	\$7,995	\$6,500	\$3,250	Waived
OC48	\$20,995	\$17,995	\$16,995	\$15,995	\$6,500	\$3,250	Waived
OC192	\$46,995	\$39,995	\$36,995	\$34,995	\$13,000	\$6,500	Waived

Note: All NRC for non-lit buildings will be ICB (Individual Case Basis) depending on construction cost for the build. There are zero mileage charges for the Metro Lincoln, NE market. MRC means Monthly Recurring Cost, and NRC means Non-Recurring Cost. See Section 2.8 for Termination Charges.



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