

TITLE SHEET

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

GOVERNING THE PROVISION OF DEDICATED

COMMUNICATIONS SERVICES WITHIN

THE STATE OF NEBRASKA

This tariff contains the descriptions, regulations, and rates applicable to the offering of intrastate telecommunications services by Vyve Business Services, LLC, within the State of Nebraska. The Company has a principal office at Four International Drive, Suite 330, Rye Brook, NY 10573, telephone number (914) 234-8300. This tariff is on file with the Nebraska Public Service Commission (“Commission”). Copies may be inspected during normal business hours at the Company’s principal place of business.

CHECK SHEET

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SYMBOLS SHEET

- C -** To signify changed regulation.
- D -** To signify discontinued rate or regulation.
- I -** To signify increased rate.
- M -** To signify a move in the location of text.
- N -** To signify new rate or regulation.
- R -** To signify reduced rate.
- S -** To signify reissued matter.
- T -** To signify a change in text but no change in rate or regulation.

TARIFF FORMAT SHEET

A. Page numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, new pages added between pages 14 and 15 would be 14.1.

B. Page revision numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the Commission allows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

C. Paragraph Numbering Sequence -There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i).(1)

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

SECTION 1 - DEFINITIONS

Company – Vyve Business Services, LLC.

Commission - The Nebraska Public Service Commission.

Customer - The person, firm, corporation or other entity which subscribes to, utilizes, or enters into arrangements for Company's telecommunications services and is responsible for payment of Carrier's services.

Dedicated - A facility or equipment system or subsystem set aside for the sole use of a specific Customer or End User.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Private Line Telecommunications Services - A dedicated nonswitchable link from one or more customer-specified locations to one or more customer-specified locations.

Telecommunications - The transmission of voice, data, facsimile, signaling, metering, or other similar communications.

SECTION 2 - RULES AND REGULATIONS**2.1 Application of Tariff**

- 2.1.1 This Tariff contains the regulations and rates applicable to facilities based telecommunications services provided by Company for telecommunications between points within the State of Nebraska. Company's services are furnished subject to the availability of facilities and services and subject to the terms and conditions of this Tariff.
- 2.1.2 Company's services may be provided over its own network, or the telecommunications channels, facilities or services of other facilities-based carriers.
- 2.1.3 The rates and regulations contained in this Tariff apply only to the services furnished by Company to the Customer and do not apply to lines, facilities, or services used in accessing the services of Company that are not provided by Company.
- 2.1.4 The Customer is entitled to limit the use of Company's services by end users at the Customer's facilities, and may use other service providers in addition to or in lieu of Company.

2.2 Use of Services

- 2.2.1 Company's services may be used for any lawful purpose consistent with the transmission parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices or schemes is prohibited.
- 2.2.3 Company does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.2.4 Company's services may be cancelled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.3 Liability of the Company

- 2.3.1 Due to the unavoidability of errors incident to the services and to the use of the facilities furnished by the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations set forth herein.
- 2.3.2 The liability of the Company for any loss or damages whatsoever arising out of mistakes, omissions, delays, errors, defects or failures in the service, or in any non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed, or the Tariff charge for the service involved. Under no circumstances shall the Company be liable for any consequential, special, indirect, incidental or exemplary damages.

- 2.3.3 Company shall not be liable for any act or omission of any third party; for acts or omissions of any other providers of connections, facilities, or service other than the Company; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.
- 2.3.4 Company shall not be liable for defacement of, or damage to, the premises of a Customer resulting from the attachment of instruments, apparatus and associated wiring furnished by the Company on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Company's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Company.
- 2.3.5 Company shall not be liable for any unlawful or unauthorized use of Company's facilities and service, unless such use results solely from the gross negligence or willful misconduct of Company.
- 2.3.6 The Customer is responsible for taking all necessary legal steps for connecting Customer-provided equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such connections that are not provided by Company.
- 2.3.7 EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, COMPANY MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY, TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

2.4 Force Majeure

- 2.4.1 Except as provided in Sections 2.4.2 below, and notwithstanding any provision or inference to the contrary contained in this Tariff, neither party shall be liable to the other hereunder due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, regulation or governmental acts, fire, power surges or outages, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a “force majeure event”). The party claiming relief under this section shall exercise reasonable efforts to minimize the time of any failure or suspension of performance hereunder and promptly notify the other party of the occurrence of the force majeure event. Notwithstanding the foregoing, in no event shall a failure to pay sums required pursuant to this Tariff or any service order(s) be deemed, or postponed by, a force majeure event.
- 2.4.2 Notwithstanding anything to the contrary herein, Customer may terminate the affected service order(s) in its entirety and without penalty if a force majeure event continues for more than ten (10) consecutive days and prevents Company from delivering the service subject to such service order(s).

2.5 Obligations of the Customer

- 2.5.1 The Customer is responsible for placing any necessary orders for complying with Tariff regulations and for assuring that end users comply with Tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to end users.
- 2.5.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Company on the Customer’s behalf.
- 2.5.3 If required for the provision of Company’s services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Company.
- 2.5.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment used for or with the provision of Company’s services.
- 2.5.5 The Customer shall ensure that its equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted into Company’s network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, Company may terminate the Customer’s service.

- 2.5.6 The Customer is responsible for payment of the charges set forth in this Tariff.
- 2.5.7 The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.
- 2.5.8 The Customer shall indemnify and save Company harmless from all liability disclaimed by Company as specified in Section 2.3 above, arising in connection with the provision of service by Company.
- 2.5.9 Customer has the sole responsibility and liability for obtaining at its expense any and all third party access rights (including, without limitation, entrance facilities and interconnection) that Customer desires or requires for Customer to access Customer's customers from or between any Carrier Point of Presence and said customer.

2.6 Discontinuance or Termination of Services for Cause

- 2.6.1 Without incurring liability, Company may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.6.2:
 - 2.6.1.1 For nonpayment of any sum due Company for more than thirty (30) days after issuance of the bill for the amount due;
 - 2.6.1.2 For violation of any of the provisions of this Tariff;
 - 2.6.1.3 For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Company's services;
 - 2.6.1.4 By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Company from furnishing its services;
 - 2.6.1.5 If Company is reasonably unable to furnish all of the service requested by Customer for any cause other than Company's negligence or willful misconduct; or
 - 2.6.1.6 If any material, rate or term contained in this Tariff is substantially changed adversely to Company by order of the Commission and such order is sustained by the highest court of competent jurisdiction to which the matter is appealed.
- 2.6.2 Procedures for discontinuance or termination of existing service:
 - 2.6.2.1 Company may discontinue or terminate service without notice for any of the following reasons:
 - (1) If a Customer or User causes or permits any signals or voltages to be transmitted over Company's network in such a manner as to cause a hazard or to interfere with Company's service to others.
 - (2) If a customer or User uses Company's services in a fraudulent manner.

- (3) In the event that the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, is removed or delisted from a trading exchange or its long term debt is downgraded more than two levels from its rating.
- 2.6.2.2 In all other circumstances, Company may discontinue or terminate services upon providing the Customer with thirty (30) days written notice stating the reason for discontinuance or termination, and provided that Customer does not cure the reason for discontinuance or termination within such thirty (30) day period.
- 2.6.2.3 Without incurring liability, Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company’s equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.6.2.4 Service may be discontinued by Company, without notice to the Customer, when Company deems it necessary to take such action to prevent unlawful use of its service. Company will restore service as soon as it can be provided without undue risk.

2.7 Credit Allowance for Certain Interruption of Services

- 2.7.1 “Service Interruption” means a total loss of services provided by Company. A Service Interruption period begins when Customer makes a “Trouble Report” to Company, and ends when Company restores service to Customer. “Trouble Report” means any report made by Customer relating to the services that describes the time, location and nature of the outage. Company shall maintain a twenty-four (24) hour, seven (7) days-a-week point-of-contact for Customers to report service troubles, outages or Service Interruptions. In the event Company receives a Trouble Report from Customer, Company shall use its commercially reasonable efforts to respond within four (4) hours.
- 2.7.2 A Service Interruption may entitle Customer to credits as provided herein. Where a Service Interruption qualifies for a credit allowance, the amount of the credit allowance shall be as follows:

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| <p>Service Interruption Length:</p> <p>Four (4) or more continuous hours of a Service Interruption</p> | <p>Credit:</p> <p>A credit of 1/30 of the monthly recurring fees for the month in which such four (4) hour Service Interruption occurred. Not more than one (1) credit will be issued for any one (1) day period regardless of the number of qualifying Service Interruptions in such 24 hour period.</p> |
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- 2.7.3 Credit allowances shall not be provided for Services Interruptions: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power not caused by Company; (iii) during any period in which Company is not allowed access to the premises of Customer to access Company equipment; (iv) due to scheduled maintenance and repair, or during the maintenance window; (v) caused by or due to violations of the Company's Acceptable Use Policy; (vi) caused by fiber optic cable cuts on the Customer's property which are not the fault of Company; (vii) caused by a failure of the Customer's equipment or internal wiring or loss of other service supplied by Customer; or (viii) due to force majeure events. In no event shall a Service Interruption Credit Allowance exceed one (1) month's monthly recurring fees in any thirty (30) day period regardless of the number or duration of Service Interruptions.

2.8 Payment and Rendering of Bills

- 2.8.1 Customers will be billed directly by Company.
- 2.8.2 Company will render invoices monthly. Payment is due within thirty (30) days after the date appearing on the invoice.
- 2.8.3 Customer must provide written notice to Company of any billing error within thirty (30) days after the date appearing on the applicable invoice or Customer waives its right to a refund or credit associated with such billing error. Company shall not defer any charges while Customer awaits reimbursement, subsidy, discount or credit from any third party or government entity, and Customer shall have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount or credit. Company shall have the right to increase service charges for each service after the initial order term for such service upon thirty (30) days' written notice to Customer.
- 2.8.4 Company may charge a late fee for any amounts which are not paid when due in accordance with applicable law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts. If Company fails to present a charge in a timely manner, such failure shall not constitute a waiver of the charges for the fees to which it relates, and Customer shall pay such invoice in accordance with these payment terms.

2.9 Claims and Disputes

All invoices are presumed accurate, and shall be binding on the Customer unless a valid bill dispute is received by the Company after such invoices are rendered. In the event that a billing dispute occurs concerning any charge billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company in writing within thirty (30) days of receipt of the invoice. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

- 2.9.1 The Customer must pay all undisputed charges by the applicable due date.
- 2.9.2 All disputes between the Company and the Customer that cannot be settled through negotiation may be resolved by arbitration upon written demand of either party. Arbitration shall be referred to the American Arbitration Association (AAA) and conducted pursuant to its Commercial Arbitration Rules, including, if applicable, the supplementary procedures for the resolution of consumer related disputes. The arbitrator shall have the authority to award compensatory damages solely; such award shall be final and binding and may be entered in any court having jurisdiction thereof. The provisions of the Federal Arbitration Act shall govern such arbitration. This dispute process does not preclude the Customer from filing a complaint with the Commission.

Nothing in the preceding paragraph shall preclude Customer from submitting an appropriate complaint to the Commission. The current address for filing complaints is:

Nebraska Public Service Commission
1200 N. Street, Suite 300
Lincoln, NE 68508
(402) 471-3101
psc.communications@nebraska.gov

If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest or penalties will apply. Any billing dispute between the Company and a Customer that is being investigated by the Company or the Commission shall be considered a bona fide dispute until the Company or the Commission, whichever is the investigating entity, completes its investigation and advises the Customer of its determination. The Customer's service or services, which are subject to the dispute, shall not be disconnected pending resolution of a bona fide dispute.

2.10 Deposits

Company does not require a deposit, advance, or prepayment from the Customer applicable to the provision of Service.

2.11 Taxes and Surcharges

All federal excise taxes and state and local sales taxes, are billed as separate items and are not included in the quoted rates. Customer shall pay to Company gross receipts, right-of-way, franchise, sales and use taxes and other similar charges that are levied upon or assessed against Company or Company's property or legally required to be collected by Company as a direct result of Company's provision of service to Customer within thirty (30) days of Company's written request therefore, but in no event shall Customer be obligated to pay income taxes levied upon Company's net income.

2.12 Shortage of Equipment or Facilities

- 2.12.1 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.

2.12.2 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 service providers to furnish service from time to time as required at the sole discretion of the Company. The Company's obligation to furnish, or to continue to furnish, telecommunications service is also subject to availability and dependent upon its ability to obtain, retain, and maintain, without unreasonable expense, suitable rights of way and facilities required to furnish and maintain that service.

2.13 Other Services Provided by Company

Company may agree to provide other services or facilities to Customer that are not regulated telecommunications services. Any such services are not covered by or subject to this Tariff, but are subject to other agreements or arrangements between Company and Customer.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Private Line Telecommunications Services

Company will provide facilities-based local and interexchange private line telecommunications services throughout the State of Nebraska where its facilities are available, specifically by providing non-switched fixed point-to-point transmission services.

3.2 Other Services

Other services may be provided by the Company.

SECTION 4 - RATES AND CHARGES

4.1 Rates

Company typically offers and provides services on an individual case basis ("ICB"). Arrangements are typically developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer often to develop a competitive bid for services, and typically vary based upon the availability of existing facilities, the mileage of requested facilities, the customer's requirements for redundancy, requested capacity, and other factors. ICB non-recurring and monthly recurring rates will be offered to the Customer in writing and on a non-discriminatory basis.