
LOCAL EXCHANGE SERVICES

TARIFF OF

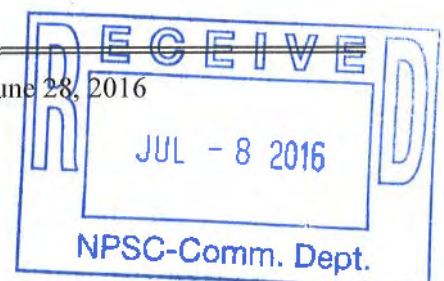
XYN COMMUNICATIONS OF NEBRASKA, LLC

REGULATIONS AND SCHEDULE OF LOCAL EXCHANGE CHARGES
APPLYING TO TELECOMMUNICATIONS SERVICES WITHIN
THE STATE OF NEBRASKA

Issued: June 28, 2016

Effective: June 28, 2016

ISSUED BY: Shawn Sims, Manager
XYN Communications of Nebraska, LLC
8275 S. Eastern Avenue, Suite 200
Las Vegas, NV 89123



LOCAL EXCHANGE SERVICES

CHECK SHEET

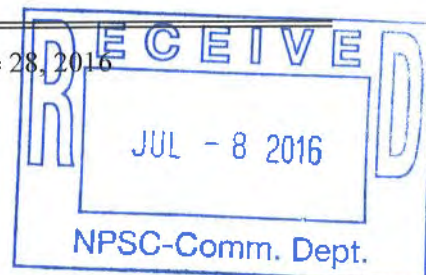
All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s) Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet No.</u>	<u>Revision</u>	<u>Sheet No.</u>	<u>Revision</u>
1	Original	25	Original
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LOCAL EXCHANGE SERVICES

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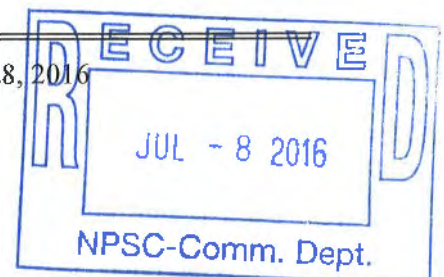
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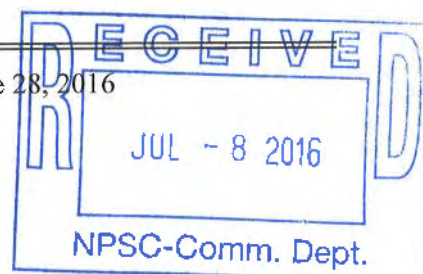
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LOCAL EXCHANGE SERVICES

PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating to and applicable to XYN Communications of Nebraska, LLC (referred to herein as "Company").

This Tariff is on file with the Nebraska Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

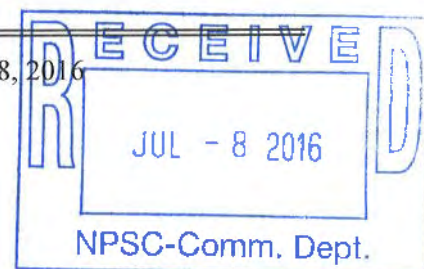
SYMBOLS USED IN THIS TARIFF

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued or deleted material, including listing, rate, rule or condition.
- (I) To signify a rate increase.
- (M) To signify material moved from or to another part of tariff schedule with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule, or condition.
- (R) To signify a rate reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

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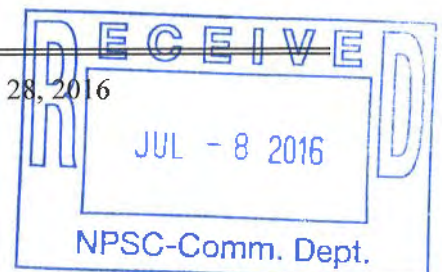
TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence used in this tariff.
2.
2.1.
2.1.1.
2.1.1.1.
2.1.1.1.1.
2.1.1.1.1.(A).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). Company will use no other symbols on the check sheet 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 sheet is the most current on file with the Commission.

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LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Authorized User: The Customer may authorize a person, firm or corporation to be an end-user of the service of the Customer.

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.

Commission: The Nebraska Public Service Commission.

Company: The term "Company" means XYN Communications of Nebraska, LLC

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

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

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

Exchange Area: A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communication services.

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

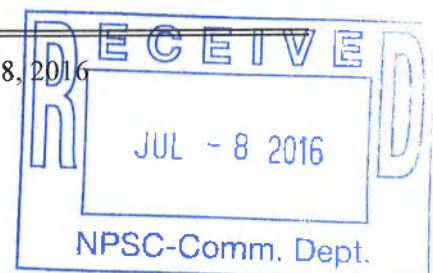
Individual Case Basis (ICB): Customer-specific arrangements that may vary from tariff in rates, terms and conditions according to the Customer-specific requirements and service-specific parameters.

Interruption: The inability to complete calls due to equipment malfunctions or human errors.

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LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS AND ABBREVIATIONS (Contd.)

Local Access Transport Areas ("LATA"): A geographical area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Company Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Service: Local Exchange Service is an exchange service that permits calling to stations in the customer's local service area.

Local Exchange Company/ Local Exchange: The Local Exchange Company is a Company providing telecommunications services within a LATA, or Local Exchange.

Local Service Area: The local service area is the entire area composed of an exchange or exchanges within which are located the stations which a customer may call at the rates and charges specified in the Local Exchange Services Tariff.

Nonbusiness Hours: The time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, all day Saturday, Sunday, and on holidays.

Non-Recurring Charges: Charges to the Customer for services, and equipment, assessed by the Company once usually at the origination or termination of services, and equipment.

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

Service: Any means of service offered herein or any combination of such services.

Switch: An electronic device used to provide circuit routing and control.

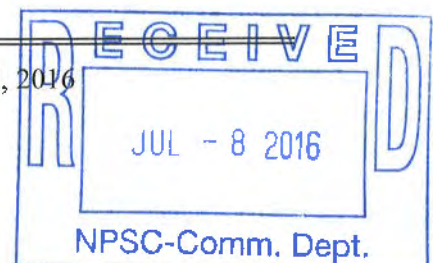
Telecommunications: The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

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

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

This tariff applies to local exchange telecommunications services furnished by XYN Communications of Nebraska, LLC(Company) between various locations within the State of Nebraska in accordance with the conditions set forth herein.

2.2. Undertaking of Company

Company undertakes to provide telecommunications services to business Customers within the State of Nebraska on the terms and conditions and the rates and charges specified herein.

2.3. Application for Services

2.3.1. Applicants wishing to obtain service may initiate service verbally with the Company or pursuant to a completed and signed written service order. On Company's receipt of the signed order form, under normal circumstances, Company will accept or reject the order within ten business days.

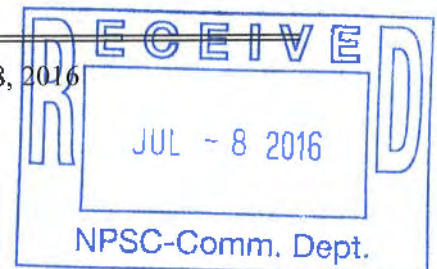
2.3.2. Should the applicant make a service request verbally, and should the Company accept the applicant's order, the Company will provide the applicant, within ten days of the service order, a confirmation letter setting forth the services ordered and itemizing all charges which will appear on the Customer's bill.

2.3.3. In addition, the Company will provide all new Customers in writing a statement of all material terms and conditions affecting what the Customer will pay for services provided by Company. The Company will provide the Customer with service, under normal circumstances, within fourteen business days of initial request.

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SECTION 2 - RULES AND REGULATIONS (Contd.)**2.4 Individual Case Basis (ICB) Arrangements:**

Company may form contracts in special circumstances for Individual Case Basis ("ICB") service offerings. ICB service offerings are arrangements with a specific Customer where Customer-specific requirements and the service-specific parameters may vary from the tariff. For ICB service offerings, Company will offer ICB rates, terms and conditions to the Customer in writing. The Company will make any specific contract available to similarly situated Customers in substantially similar circumstances that place an order within 30 days of the effective date of the original contract.

2.5. Establishment and Reestablishment of Credit

Company reserves the right to examine the credit record and check the references of all applicants and Customers.

2.6. Advanced Payments, Deposits and Guarantors

2.6.1. Advanced Payments: The Company does not require advanced payment for service.

2.6.2. Deposits: The Company does not require customer deposits.

2.7. Method of Service of Notices

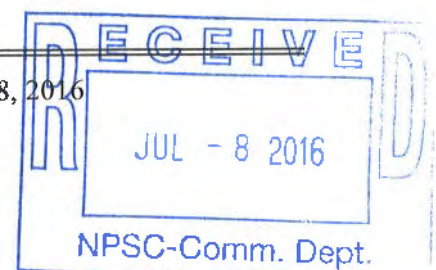
2.7.1. Notice by Company: Unless otherwise provided, any notice by Company to the Customer or to the Customer's authorized representative may be given either verbally (as provided below) to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the Customer's authorized representative's last known address. Company may provide verbal notice to a Customer or to a Customer's authorized representative only in emergencies, where a delay may result in impaired service or a hazard to a Customer.

2.7.2. Notice by Customer: Unless otherwise provided, any notice by the Customer or its authorized representative may be given verbally to Company at Company's business office, by telephone to Company's business office, or by written notice mailed to Company's business office. Cancellation of service by the Customer may be given verbally or by written notice to Company.

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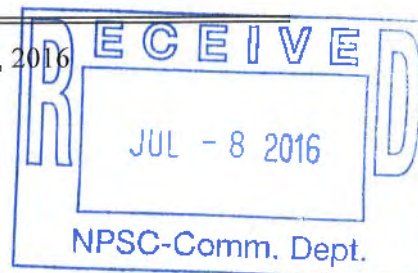
SECTION 2 - RULES AND REGULATIONS (Contd.)**2.8. Rendering and Payment of Bills**

- 2.8.1. Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. The Company bills monthly recurring charges in advance and usage charges in arrears. Each bill will state the last date for timely payment. Company will prorate monthly recurring charges based on a 30 day month.
- 2.8.2. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Company or an agency authorized to receive such payment. All charges for service are payable only in the United States currency. Payment may be made by cash, check, money order, or cashier's check.
- 2.8.3. Customer payments are considered prompt and timely when received by Company or its agent by the due date on the bill. The due date is 20 days after the Company renders the bill and designates by the due date stated on the Customer's bill. The Customer shall have at least 20 days from the rendition of a bill to timely pay the charges stated. Company will credit payments within 24 hours of receipt. Subject to 2.8.4., the Company considers Customer payments delinquent, if received after thirty days.

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SECTION 2 - RULES AND REGULATIONS (Contd.)

- 2.8.4. Bills that remain unpaid beyond the due date on the bill per 2.8.2. or 2.8.3., will incur a non-recurring late payment charge of 1.5% of the outstanding unpaid balance.
- 2.8.5. When payment for service is made by check, draft, or similar negotiable instrument, the Company will assess a charge for each such item returned unpaid by a bank to a Company for any reason. This charge is in addition to the late payment charge which may also be applicable.
- 2.8.6. Company is not responsible for charges incurred by the Customer in gaining access to the Company's network through the facilities of another carrier.

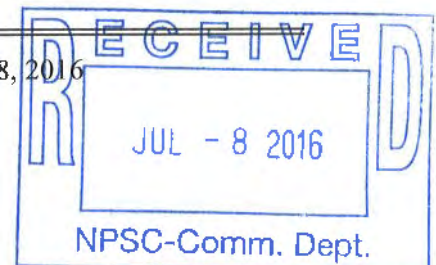
2.9. Disputed Bills

- 2.9.1. Customer may bring any dispute of a charge to Company's attention by verbal or written notification. If Customer notifies Company of a disputed charge verbally, Customer must confirm that dispute in writing within five (5) days.
- 2.9.2. In case of a billing dispute between the Customer and the Company which the Customer and the Company cannot settle to their mutual satisfaction, Customer must pay the undisputed portion and all subsequent undisputed bills on a timely basis or the Company may disconnect the Customer's service.
- 2.9.3. The Customer may refer any unresolved disputes to the attention of the Nebraska Public Service Commission

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SECTION 2 - RULES AND REGULATIONS (Contd.)

2.10. Discontinuance and Restoration of Service

2.10.1. Discontinuance by Customer

- 2.10.1.1. A Customer may discontinue service(s) upon verbal or written notice to Company on or before the date of disconnection. The Customer remains responsible for payment of all bills for services furnished.
- 2.10.1.2. If a Customer cancels his order for service before the service begins, the Company may levy a charge upon the Customer for the nonrecoverable portions of expenditures incurred by Company for that Customer's account.
- 2.10.1.3. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the service location of the Customer by fire or other causes beyond the control of the Customer.
- 2.10.1.4. Upon termination, the Company may hold pre-subscribed Customer responsible for charges thereafter if the Customer has not selected an alternative local exchange carrier and service has not been transferred to the alternative carrier and such a Customer is continuing to receive service from Company.

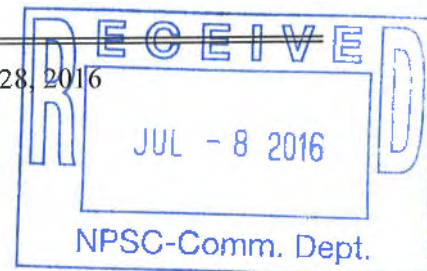
2.10.2. Discontinuance by Company

- 2.10.2.1. Company will discontinue or refuse services as follows:
 - (a) Company may discontinue services under the following circumstances:
 - (i) After seven (7) days prior written notice for nonpayment more than 30 days beyond the date of the invoice for service of any sum due to Company for such service. In the event Company terminates service for nonpayment, the Customer may be liable for all reasonable costs of collection including reasonable court costs, expenses, and fees as determined by the Commission or by the court.

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS (Contd.)

2.10.2. Discontinuance by Company (contd.)

- 2.10.2.1.(a) (ii) A violation of, or failure to comply with, any state, federal or local regulation governing the furnishing of service.
- (iii) An order from a court or from another government authority having jurisdiction which prohibits Company from furnishing service.
- (iv) Customer's failure to post a required deposit or guarantee.
- (v) In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
- (b) The Company may refuse or disconnect service in the event of illegal use or of intent to defraud the Company. Company may disconnect service for this reason after sending written notice via certified mail to the Customer's last known address.

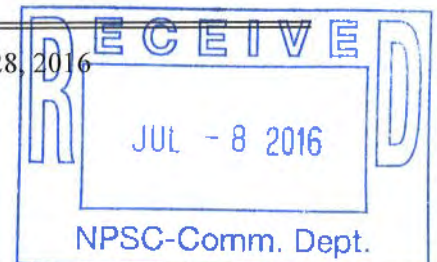
2.10.3. Notice for Disconnection under Section 2.10.2.1

- 2.10.3.1. Company will send to Customer, not less than 15 days prior to disconnection, a written notice of the pending disconnection, followed by a second written notice 5 days prior to discontinuance of service. Company shall have given notice upon depositing such notice in the mail to the Customer's last known address, first class postage prepaid.
- 2.10.3.2. Company may discontinue service during business hours on or after the date specified in the notice of discontinuance. The Company will not disconnect service on a day when the offices of Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

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SECTION 2 - RULES AND REGULATIONS (Contd.)**2.10.4 Restoration of Service**

Customer may have service restored by paying in full by cash, personal check, money order, or cashiers check. Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the previous twelve months. There is a \$35.00 charge for restoration of service after disconnection; however, if the Company removed the equipment necessary for Customer's service(s), a complete activation fee may apply.

2.11 Term Agreements

The Company offers Term Agreements wherein the Customer agrees to retain specified volumes of Company services for a mutually agreed upon length of time. A Termination Liability charge applies to early termination of a Term Agreement.

2.12. Information to be Provided to the Public

2.12.1. Company will make available a copy of this tariff schedule for public inspection in Company's business office during regular business hours.

2.12.2. Company will provide a copy of this tariff upon request to Company's business office for a nominal cost to cover postage and copying fees.

2.12.3. Company will provide rate information and information regarding the terms and conditions of service contained in this tariff schedule, upon request to a current or potential Customer. Company will provide notice of major rate increases in writing to Customers in accordance with Commission rules. Company will also advise the Customer of changes to the terms and conditions of service no later than the Company's subsequent billing cycle.

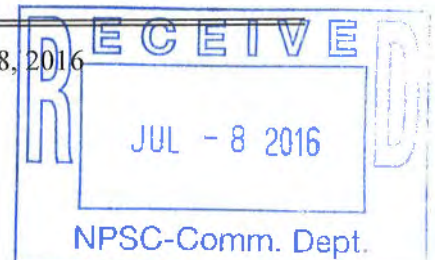
2.12.4. Company will notify Customers in writing of any change in ownership or identity of the Company on the Customer's bill in the month subsequent to the change.

2.13. Continuity of Service

If Company foresees an interruption of service for a period exceeding 24 hours, Company will notify Customers in writing at least one week in advance of such interruption, or, where this is not feasible in such other manner and at such time as is reasonably practicable.

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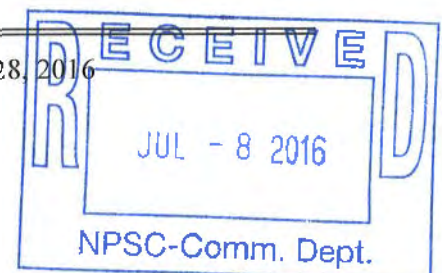
SECTION 2 - RULES AND REGULATIONS (Contd.)**2.14. Limitations of Liability**

- 2.14.1. Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- 2.14.2. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the Company's failure to furnish the service, function, or product, whether caused by acts of Commission or omission, shall be limited to the extension of allowances for interruption. The Customer or Authorized User has the sole remedy of the extension of such allowances for interruption and the sole liability of the Company. The Customer shall not hold the Company liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- 2.14.3. The Customer shall not hold the Company liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any commission, agency department, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or 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.

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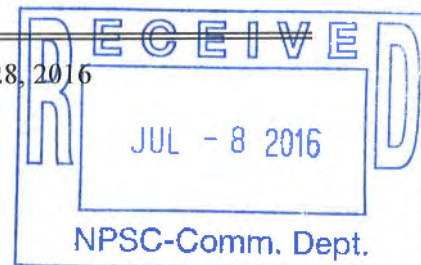
SECTION 2 - RULES AND REGULATIONS (Contd.)**2.14. Limitations of Liability (contd.)**

- 2.14.4. The Customer shall not hold the Company liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- 2.14.5. The Customer shall not hold the Company 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 services or equipment.
- 2.14.6. The Customer shall not hold the Company liable for the claims of vendors supplying equipment to the Customer, which vendor may installed at premises of the Company, nor shall the Customer shall not hold the Company liable for the performance of said vendor or vendor's equipment.
- 2.14.7. The Company does not guarantee or 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.
- 2.14.8. The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.14.9. The Customer shall not hold the Company liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, without limitation, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

Issued: June 28, 2016

Effective: June 28, 2016

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS (Contd.)**2.14. Limitations of Liability (contd.)**

2.14.10. The Customer shall not hold the Company liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring, unless the Company's willful misconduct or gross negligence causes the damage.

2.14.11. The Customer shall not hold the Company liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.

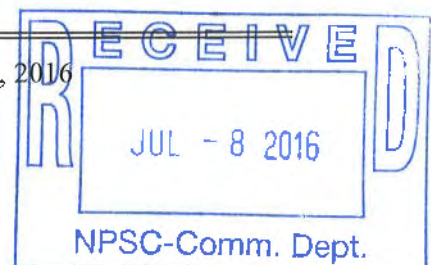
2.14.12. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person affected by the dialing of the digits "9-1-1".

2.14.13. The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer, by an Authorized User or by any other entity other than the Company, or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including reasonable attorneys fees and court costs), or liability arising out of any Commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and/or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims, at the sole and entire expense of the Customer and/or Authorized User.

Issued: June 28, 2016

Effective: June 28, 2016

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS (Contd.)**2.14. Limitations of Liability (contd.)**

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

2.15. Credit Allowances for Interruptions

Interruption shall not include, and the Company will give no allowance for, service difficulties, such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall Interruption 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.

For the purpose of determining the amount of any allowance, each month is considered to have 30 days and only those stations on the interrupted portions of a service shall be considered in determining the number of stations affected.

2.16. Use of Service for Unlawful Purposes

The Company furnishes the tariffed services subject to the condition that the Customer will not use the services or any equipment for any unlawful or improper purposes or for any reason not intended by this tariff. Company shall not furnish service if any law enforcement agency, acting within its jurisdiction, advises that the Customer is using such services in violation of the law. If Company receives additional evidence giving reasonable cause to believe that the Customer is using such services in violation of the law, Company may discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

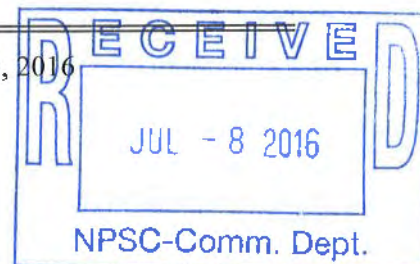
2.17. Unauthorized Use

Any individual who uses or receives Company service, other than under the provisions of an accepted application for service and a current Customer relationship, may be liable for the tariffed cost of the services received and may be liable in addition for reasonable court costs and attorneys fees as determined by the Commission or by the court.

Issued: June 28, 2016

Effective: June 28, 2016

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS (Contd.)

2.18. Abuse and Fraudulent Use of Service

2.18.1. Service shall not be used for any purpose in violation of law.

2.18.2. Service shall not be used in such a manner as to interfere unreasonably with the use of the service by one or more other Customers, or interfere with the Company's reasonable ability to provide the service to others.

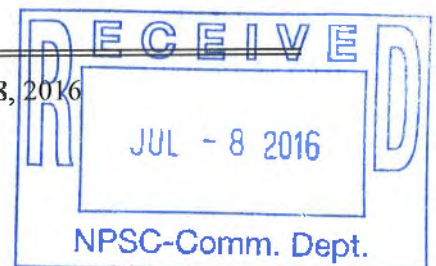
2.19. "900" and "976" Blocking

Company reserves the right to block the Customer's access to "900" and "976" pay-per-call telephone information services, unless expressly requested not to by the Customer in writing. Company will not impose a charge for blocking.

Issued: June 28, 2016

Effective: June 28, 2016

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LOCAL EXCHANGE SERVICES

SECTION 3 -DESCRIPTION OF SERVICES**3. LOCAL EXCHANGE SERVICES****3.1 General**

Services provided in this tariff section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from other telephone companies.

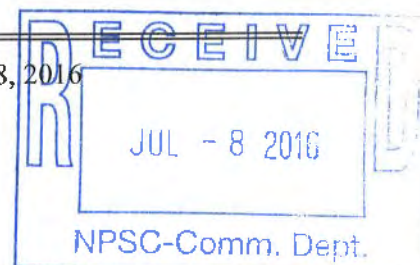
The rates, terms and conditions set forth in this section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Nebraska Commission. The rates, terms, and conditions set forth in this Section are applicable as of the effective date hereof and will not apply to any Customer whose services may have been provisioned through resale of the company's local exchange services, in whole or in part, prior to the effective date hereof.

Issued: June 28, 2016

Effective: June 28, 2016

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LOCAL EXCHANGE SERVICES

SECTION 3 -DESCRIPTION OF SERVICES**3.2 Standard Residence Local Exchange Service**

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting Feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group with the called line is busy.

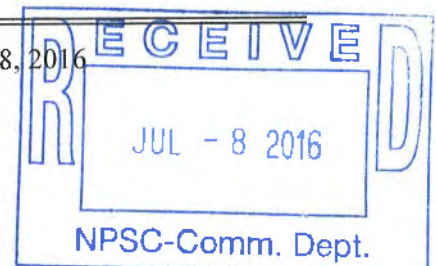
Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Issued: June 28, 2016

Effective: June 28, 2016

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LOCAL EXCHANGE SERVICES

SECTION 3 -DESCRIPTION OF SERVICES**3.2 Standard Residence Local Exchange Service****3.2.1 Monthly Recurring Charges**

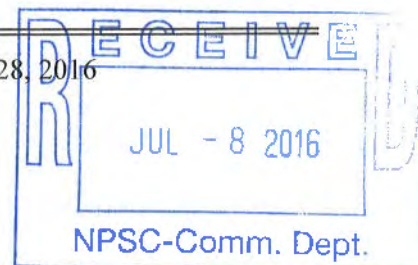
The following charges apply to Standard Residence Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

Rate Group	Service Type	
	Flat Rate	Measured Rate
Rate Class 0	\$18.15	\$13.30
Rate Class 1	\$18.65	\$13.30
Rate Class 1A	\$18.90	\$13.30
Rate Class 2	\$18.90	\$13.30
Rate Class 3	\$19.15	\$13.30
Rate Class 3A	\$19.35	\$13.30
Rate Class 4	\$19.65	\$13.30
Rate Class 5	\$19.45	\$13.30
Rate Class 6	\$20.45	\$13.30

Issued: June 28, 2016

Effective: June 28, 2016

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LOCAL EXCHANGE SERVICES

SECTION 3 -DESCRIPTION OF SERVICES**3.2 Standard Residence Local Exchange Service****3.2.2 Usage Sensitive Charges and Allowances****(A) Flat Rate Service**

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers received unlimited calling within their local calling area.

(B) Measured Service

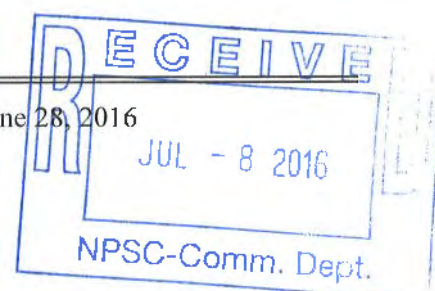
Customers subscribing to Measured Service will pay a per minute charge in addition to the monthly recurring charge. The per minute charge is applied to local calls placed from the Customer's line. Local usage will be billed in arrears. Local Usage is billed on a per call basis

Mileage Zones	Peak	Peak	Off-Peak	Off-Peak
	First Minute	Add'l Minute	First Minute	Add'l Minute
All Zones	\$0.02	\$0.02	\$0.02	\$0.02

Issued: June 28, 2016

Effective: June 28, 2016

ISSUED BY: Shawn Sims, Manager
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LOCAL EXCHANGE SERVICES

SECTION 3 -DESCRIPTION OF SERVICES**3.3 Standard Business Local Exchange Services**

Standard Business Local Exchange Services provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An option per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

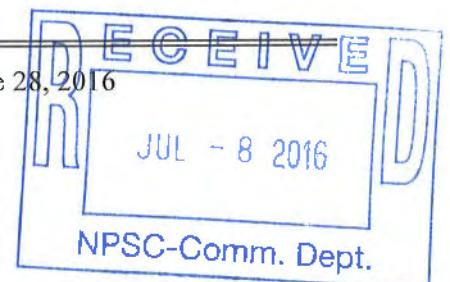
Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Issued: June 28, 2016

Effective: June 28, 2016

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LOCAL EXCHANGE SERVICES

SECTION 3 -DESCRIPTION OF SERVICES**3.3 Standard Business Local Exchange Services (cont'd)****3.3.1 Monthly Recurring Charges**

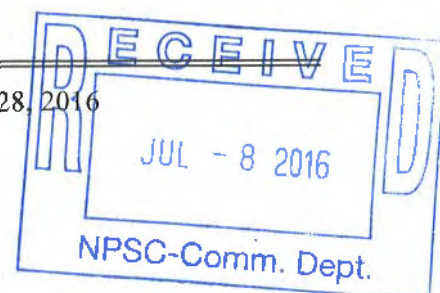
The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

Rate Group	Service Type	
	Flat Rate	Measured Rate
Rate Class 0	\$27.55	\$18.70
Rate Class 1	\$28.55	\$18.70
Rate Class 1A	\$28.80	\$18.70
Rate Class 2	\$29.05	\$18.70
Rate Class 3	\$29.55	\$18.70
Rate Class 3A	\$29.75	\$18.70
Rate Class 4	\$30.55	\$18.70
Rate Class 5	\$29.35	\$18.70
Rate Class 6	\$30.55	\$18.70

Issued: June 28, 2016

Effective: June 28, 2016

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LOCAL EXCHANGE SERVICES

SECTION 3 -DESCRIPTION OF SERVICES**3.3 Standard Business Local Exchange Services (cont'd)****3.3.2 Usage Sensitive Charges and Allowances****(A) Flat Rate Service**

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

(B) Measured Service

Customers subscribing to Measured Service will pay a per minute charge in addition to the monthly recurring charge. The per minute charge is applied to local calls placed from the Customer's line. Local usage will be billed in arrears. Local usage is billed on a per call basis.

Mileage Zones	Peak	Peak	Off-Peak	Off-Peak
	First Minute	Add'l Minute	First Minute	Add'l Minute
All Zones	\$0.02	\$0.02	\$0.02	\$0.02

3.4 Hunting

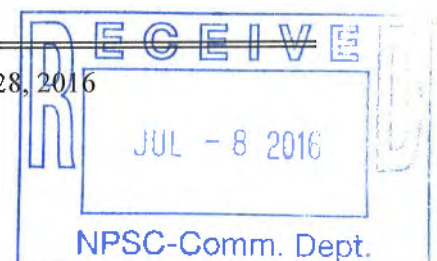
Hunting Services are optional arrangements available to customers with two or more line services at the same location, same system. Where facilities permit, lines are arranged so that incoming calls to a busy line overflow to another line in the hunting arrangement.

Hunting, per line	Non-Recurring Charge	Monthly Rate
Residence	-	\$8.95
Business	\$10.00	\$8.95
Charge to Rearrange, per line		
Residence	\$6.00	N/A
Business	\$10.00	N/A

Issued: June 28, 2016

Effective: June 28, 2016

ISSUED BY: Shawn Sims, Manager
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LOCAL EXCHANGE SERVICES

SECTION 3 -DESCRIPTION OF SERVICES**3.5 Business PBX Trunk Service**

PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

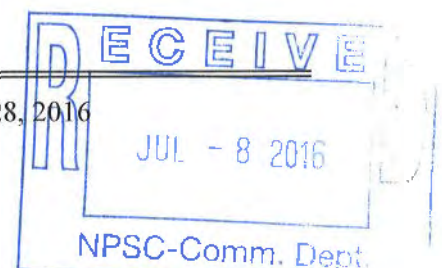
Each PBX Trunk is provided with Touchtone signaling at no additional charge. An optional per trunk Hunting Feature is available for Customers which routes a call to the next idle trunk in a prearranged group.

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges.

Rate Group	Service Type	
	Flat Rate	Measured Rate
Rate Class 0	\$38.20	\$29.50
Rate Class 1	\$39.20	\$29.50
Rate Class 1A	\$39.45	\$29.50
Rate Class 2	\$39.70	\$29.50
Rate Class 3	\$40.20	\$29.50
Rate Class 3A	\$40.40	\$29.50
Rate Class 4	\$41.20	\$29.50
Rate Class 5	\$40.00	\$29.50
Rate Class 6	\$41.20	\$29.50

Issued: June 28, 2016**Effective:** June 28, 2016

ISSUED BY: Shawn Sims, Manager
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LOCAL EXCHANGE SERVICES

SECTION 3 -DESCRIPTION OF SERVICES**3.6 Direct Inward Dialing (DID) Service**

Direct Inward Dialing (DID) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at the Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

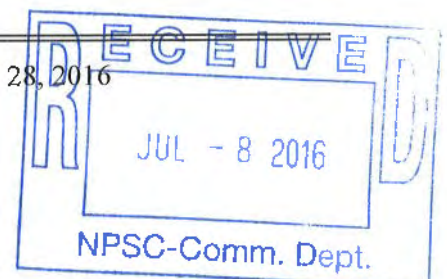
The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in this tariff. The Customer will be charged for the number of DID numbers utilized out of the available 20 numbers.

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
Establish Trunk Group and Provide 20 DID Numbers	\$20.00	\$3.00
Each additional DID number	\$1.00	\$0.15
DID Trunk Termination:		
Per Trunk	\$50.00	\$40.00
Dual Tone Multifrequency Pulsing Option, Per Trunk	N/A	TBD
Automatic Intercept Service, per Number Referred	TBD	N/A

Issued: June 28, 2016

Effective: June 28, 2016

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LOCAL EXCHANGE SERVICES

SECTION 3 -DESCRIPTION OF SERVICES**3.7 Optional Calling Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all uses in some cases.

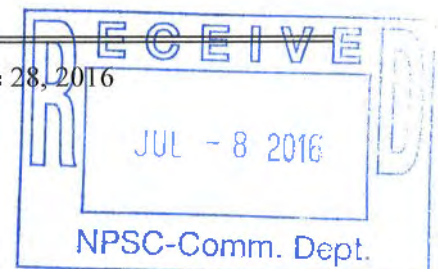
3.7.1 Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business Line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features	Business	Residence
Three Way Calling	\$0.95	\$0.95
Call Return	\$0.95	\$0.95
Repeat Dialing	\$0.95	\$0.95
Calling Trace, Per call	\$1.00	\$1.00

Issued: June 28, 2016**Effective: June 28, 2016**

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LOCAL EXCHANGE SERVICES

SECTION 3 -DESCRIPTION OF SERVICES**3.7 Optional Calling Features (Cont'd)****3.7.2 Features Offered on a Monthly Basis**

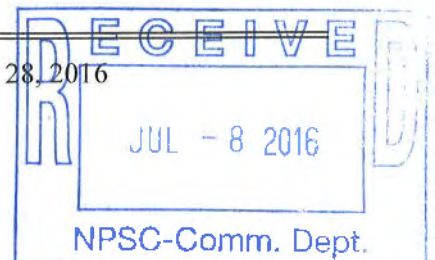
The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

Optional Calling Feature	Business	Residence
Speed Calling -8 number	\$4.50	\$3.50
Speed Calling-30 number	\$5.50	\$4.50
Call Forwarding Variable	\$6.00	\$5.00
Remote Access Forwarding	\$9.00	\$6.00
Call Forwarding - Busy Line (Expanded)	\$3.00	\$0.25
Call Forwarding - Busy Line (Overflow)	\$8.95	\$0.25
Call Forwarding- Busy Line (Programmable)	\$8.45	\$1.85
Call Forwarding - Don't Answer	\$4.00	\$0.45
Call Forwarding - Don't Answer (Expanded)	\$4.00	\$0.45
Call Forwarding - Don't Answer (Programmable)	\$5.50	\$2.60
Call Forwarding - Busy Line/Don't Answer	\$5.50	N/A
Call Forwarding - Busy Line Ext/Don't Answer	\$5.50	\$0.60
Call Forwarding - Busy Line (Overflow/Don't Answer		
Call Waiting	\$8.00	\$7.00
Three Way Calling	\$6.00	\$4.50
Call Rejection	\$6.00	\$5.50
Abbreviated Access (One Digit) Each Shared List	\$20.00	N/A
Abbreviated Access (One Digit) Each Line Arranged	\$0.50	\$0.50
Abbreviated Access (Two Digits) Each Shared List	\$30.00	N/A
Abbreviated Access (Two Digits) Each Shared Arrgd	\$0.50	\$0.50
Caller ID - Number	\$10.00	\$9.00
Caller ID - Name & Number	\$10.00	\$9.00
Caller ID - With Privacy +	\$11.50	\$10.75
Call Transfer	\$7.00	\$6.50

Issued: June 28, 2016

Effective: June 28, 2016

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LOCAL EXCHANGE SERVICES

SECTION 3 -DESCRIPTION OF SERVICES

3.7 Optional Calling Features (Cont'd)

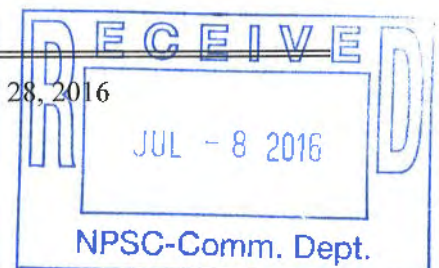
3.7.2 Features Offered on a Monthly Basis

Optional Calling Feature	Business	Residence
Selective Call Forwarding	\$5.50	\$5.00
Continuous Redial	\$4.50	\$4.00
Dial Call Waiting	\$2.15	\$2.15
Directed Call Pickup	\$1.00	\$1.00
Directed Call Pickup w/Barge In	\$1.00	\$1.00
Distinctive Alert	\$1.00	\$1.00
Hot Line	\$2.00	\$2.00
Warm Line	\$2.50	\$2.50
Last Call Return	\$5.50	\$5.00
Priority Call	\$5.00	\$4.50
Scheduled Forwarding	\$10.00	\$12.45
Receptionist w/Number Only	\$14.50	\$12.45
Receptionist w/Name & Number	\$14.95	\$12.45
Receptionist w/ Caller ID & Privacy +	\$18.45	\$15.45
Do Not Disturb	\$3.95	\$3.95
Dial Lock	\$3.95	\$3.95

Issued: June 28, 2016

Effective: June 28, 2016

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LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES & RATES**3.8 Directory Assistance Services****3.8.1 Directory Assistance**

A Directory Assistance charges applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. No charge applies for the first call per month per access line.

Each local Directory Assistance Call \$1.25

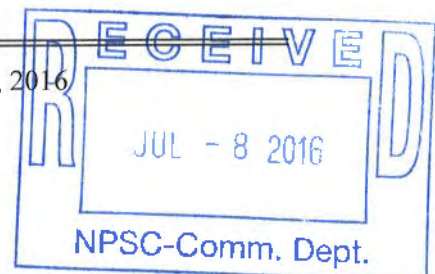
3.8.2 Directory Listing Services

	<u>Non-Recurring</u>	<u>Business Recurring</u>	<u>Residence Recurring</u>
Additional Directory Listing	\$10.00	\$6.00	\$3.00
Non-Published	\$15.00	\$4.00	\$4.00
Non-Listed	\$15.00	\$3.00	\$3.00

Issued: June 28, 2016

Effective: June 28, 2016

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LOCAL EXCHANGE SERVICES

SECTION 4 - ADVANCED SERVICES

4.1 ISDN PRI Service with Unlimited Local Calling

ISDN PRI offers an array of value-added features, such as calling number identification and call by call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is the ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

ISDN PRI includes the following non-optional Feature Package: Inbound Calling Line ID - Name & Number and Call by Call Selection.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DSI rates below.

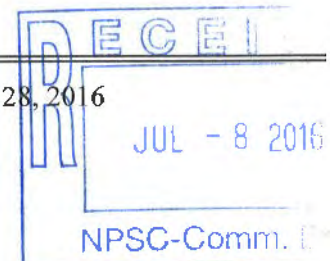
Recurring Charges

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
Qwest Area	ICB	ICB	ICB

Issued: June 28, 2016

Effective: June 28, 2016

ISSUED BY: Shawn Sims, Manager
XYN Communications of Nebraska, LLC
8275 S. Eastern Avenue, Suite 200
Las Vegas, NV 89123



LOCAL EXCHANGE SERVICES

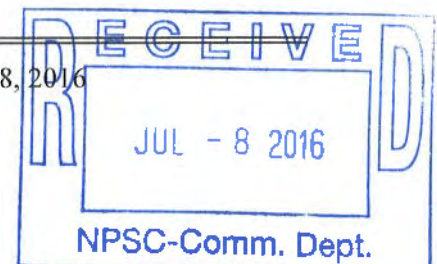
SECTION 4 - ADVANCED SERVICES**4.1 ISDN PRI Service with Unlimited Local Calling (Continued)****Non-Recurring Charges**

		Non-Recurring Charge		
		12 Months	24 Months	36 Months
Qwest Area	First Line	ICB	ICB	ICB
	Each Add'l Line	ICB	ICB	ICB
Expedite Service Charge	Per PRI			
	Qwest	ICB		
Order Supplement Charge	First Change		Subsequent Change	
	ICB		ICB	
Order Cancellation	Per PRI			
	Qwest	ICB		

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SECTION 4 - ADVANCED SERVICES

4.2 Digital DS-1 PBX Service with Unlimited Local Calling

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1(T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduced the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls or Time and Weather, 555, 700, 900 976 Services, Directory Assistance or any other type of Operator Handled call.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 Rates below.

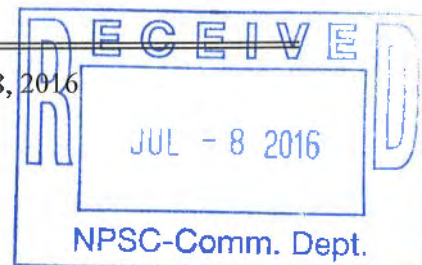
Monthly Recurring Charges

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
Qwest Area	ICB	ICB	ICB

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SECTION 4 - ADVANCED SERVICES

4.2 Digital DS-1 PBX Service with Unlimited Local Calling (cont'd)

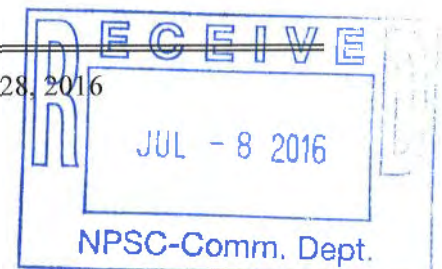
Non-Recurring Charges

	12 Months	Non-Recurring Charge	
		24 Months	36 Months
Qwest Area			
First Line	ICB	ICB	ICB
Each Add'l Line	ICB	ICB	ICB
Expedite Service Charge	Per DS1		
Qwest	ICB		
Order Supplement Charge	First Change	Subsequent Change	
Qwest	ICB	ICB	
Order Cancellation Charge	Per DS1		
Qwest	ICB		

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LOCAL EXCHANGE SERVICES

SECTION 5 - EXCHANGE AREAS

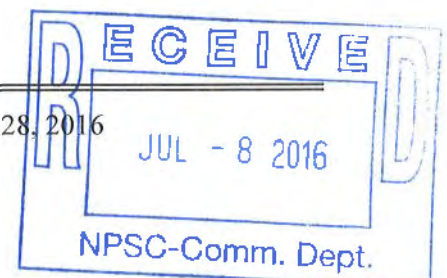
5.1 Exchange Areas

<u>Exchange</u>	<u>RC</u>	<u>Exchange</u>	<u>RC</u>	<u>Exchange</u>	<u>RC</u>
Ainsworth	1	Alliance	1	Atkinson	2
Atlanta	1	Axtell	2	Bennington	5
Big Springs	4	Bridgeport	0	Broken Bow	0
Cairo	4	Central City	2	Chadron	2
Clarkson	0	Crawford	3	Creston	6
Dakota City	4	Elkhorn	5	Elm Creek	4
Elwood	1	Emerson	0	Farwell	3
Fremont	6	Fullerton	1	Gothenburg	0
Grand Island	1	Gretna	5	Holdrege	3A
Harrison	2	Homer	2	Howells	0
Humphrey	2	Laurel	0	Lexington	2
Loup City	1	Lyons	3	McCook	1
Minden	3	Norfolk	1A	North Platte	0
Oakland	3	Ogallala	1	Omaha	5
O'Neill	4	Oxford	1	Pender	0
Pilger	0	Randolph	0	St. Libory	4
St. Paul	4	Schuyler	0	Sidney	0
Silver Creek	0	South Sioux City	4	Springfield	5
Tekamah	3	Valentine	1	Valley	5
Wakefield	0	Waterloo	5	Wayne	0
West Point	0	Whitney	3	Wood River	4

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SECTION 6- PROMOTIONAL OFFERINGS/CONTRACT & ICB

6.1 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Request for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

6.2 Contract Rates/Individual Case Basis (ICB) Arrangements

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an individual case basis (ICB). ICB rates, terms, and conditions will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulation set forth in this tariff shall be incorporated into, and be part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

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