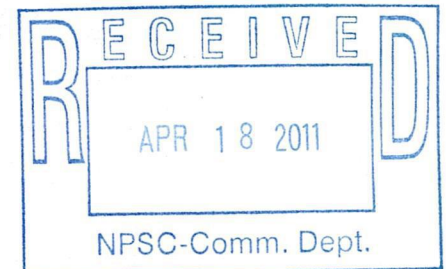

INTEREXCHANGE SERVICES TARIFF

NEBRASKA
INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF
OF
ZITO MIDWEST, LLC

This Tariff contains the descriptions, regulations, and rates applicable to the provision of interexchange telecommunications Services provided by Zito Midwest, LLC, with principal offices at 106 Steerbrook Road, Coudersport, Pennsylvania 16915, for Services furnished within the State of Nebraska. 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.



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Effective: September 28, 2010

Issued by: Zito Midwest, LLC, Colin Higgin, Vice President and Chief Financial Officer
106 Steerbrook Road
Coudersport, Pennsylvania 16915

NEL0801

INTEREXCHANGE SERVICES TARIFF

TABLE OF CONTENTS

Title Page Title

Preface

| | |
|-----------------------------|---|
| Table of Contents..... | 1 |
| Check Sheet..... | 2 |
| Explanation of Symbols..... | 4 |
| Application of Tariff..... | 5 |
| Tariff Format | 6 |

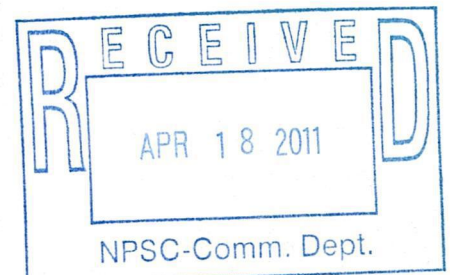
Definitions Section 1

Regulations Section 2

Service Areas Section 3

Service Rates and Charges..... Section 4

Individual Case Basis..... Section 5



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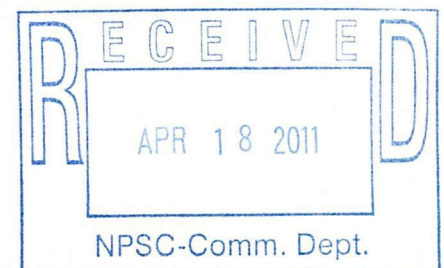
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INTEREXCHANGE SERVICES TARIFF

CHECK SHEET

Pages of this Tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages 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.

| PAGE | REVISION | PAGE | REVISION |
|-------|----------|------|----------|
| Title | Original | 34 | Original |
| 1 | Original | 35 | Original |
| 2 | Original | 36 | Original |
| 3 | Original | 37 | Original |
| 4 | Original | 38 | Original |
| 5 | Original | 39 | Original |
| 6 | Original | 40 | Original |
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| 8 | Original | 42 | Original |
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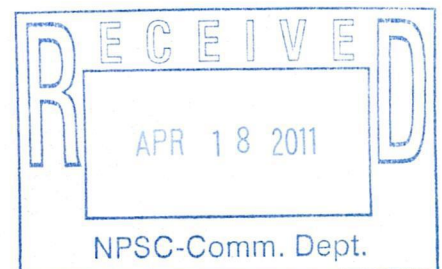
NEL0801

INTEREXCHANGE SERVICES TARIFF

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

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

- (C) To signify a changed rate, regulation or condition
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text, without other change.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (T) To signify a change in text but no change in rate or regulation.



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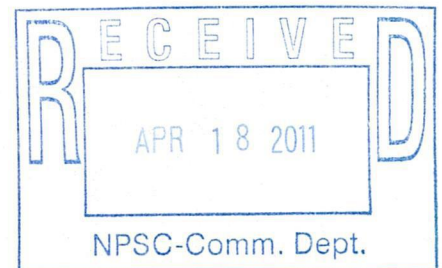
NEL0801

INTEREXCHANGE SERVICES TARIFF

APPLICATION OF TARIFF

This Tariff sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange communications Services by Zito Midwest, LLC, hereinafter referred to as the Company, to Customers within the Service Area as defined in the Service Area Map attached hereto as Exhibit A. The Company's Services are furnished subject to the availability of Facilities and subject to the terms and conditions set forth herein.

This Tariff is on file with the Nebraska Public Service Commission. In addition, this Tariff is available for review at the main office of Zito Midwest, LLC, 106 Steerbrook Road, Coudersport, Pennsylvania 16915.



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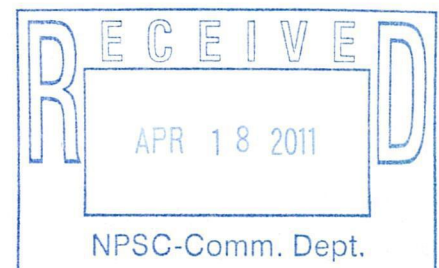
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NEL0801

INTEREXCHANGE SERVICES TARIFF

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right 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, a new page 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 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 the pages 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. remain 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.



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NEL0801

INTEREXCHANGE SERVICES TARIFF

SECTION 1.0 - DEFINITIONS

Advance Payment – Part or all of a payment required before the start of Service.

Application for Service – The written request for Services executed by the Customer and the Company in format specified by the Company. The signing of an Application for Service by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the Service is calculated from the Service Commencement Date.

Authorized User – A person, firm or corporation authorized by the Customer to be an end-User of the Service of the Customer.

Company – Zito Midwest, LLC

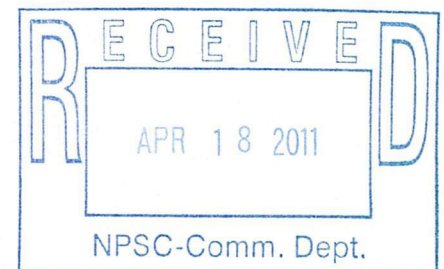
Common Carrier – An authorized company or entity providing telecommunications Services to the public.

Commission – Nebraska Public Service Commission.

Customer – Any person, firm, partnership, corporation or other entity which uses Service under the terms and conditions of this Tariff and is responsible for the payment of charges. The Customer is responsible for the payment of charges and compliance with the terms and conditions of this Tariff, including an Incidental User. Customers may be assessed fees and surcharges, including, but not limited to Subscriber Line Charges, Federal Universal Service Fund charges, and Nebraska Universal Service Fund charges.

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

Deposit – Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.



INTEREXCHANGE SERVICES TARIFF

SECTION 1.0 - DEFINITIONS (CONT'D.)

End User - Any person, firm, partnership, corporation or other entity including, but not limited to conference call providers, chat line providers, calling card providers, call centers, help desk providers and international providers operating within the United States, which uses the Service of the Company under the terms and conditions of this Tariff. End Users may be assessed fees and surcharges, including, but not limited to Subscriber Line Charges, Federal Universal Service Fund Charges, Nebraska Universal Service Fund charges, state and federal taxes and regulatory fees.

Facility or Facilities – The equipment and support Facilities utilized by the Company to provide telecommunications Services pursuant to this Tariff.

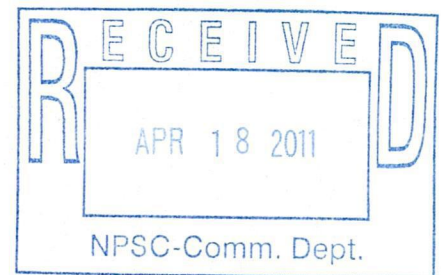
IDE System – Interactive Distance Education System described in Exhibit B attached hereto.

Incidental User – A person, firm or corporation or other entity permitted by the Customer or an Authorized User to use the Services and/or the User Site, and to whom a separate usage fee will be billed by the Company pursuant to this Tariff.

Individual Case Basis (ICB) - A Service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

IXC or Interexchange Carrier – A long distance telecommunications Services provider that furnishes Services between exchange areas.

Initial Term – Term as outlined in Customer agreements.



Zito Midwest, LLC

Nebraska Tariff No. 1
Section 1

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INTEREXCHANGE SERVICES TARIFF

SECTION 1.0 - DEFINITIONS (CONT'D.)

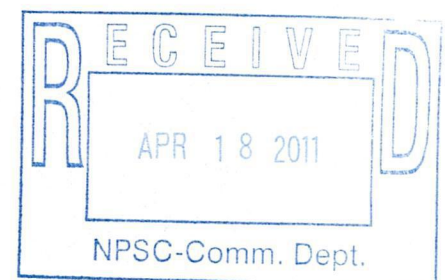
Interruption – The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for Service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include 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.

Mbps – Megabits per second, denotes millions of bits per second.

Monthly Recurring Charges – The monthly charges to the Customer for Services, Facilities and equipment, which continue for the agreed upon duration of the Service.

Nebraska Universal Service Fund ("NUSF") – All Customers and End Users will be assessed a charge to support the NUSF. The NUSF Surcharge will be based on a percentage of the Customer's total billing including any non-recurring, recurring, usage and per call charges. This surcharge will appear as a separate line item on the Customer's bill. The percentage applied to the Customer's billing will be equal to the assessment percentage paid by the Company as determined by Nebraska law or Commission rules, and may vary from time to time as required by Nebraska law or Commission rules.

Non-Recurring Charge ("NRC") – The initial charge, usually assessed on a one-time basis, to initiate and establish Service or Facilities, including but not limited to charges for construction, installation or special fees for which Customers becomes liable at the time the Application for Service is executed.



Zito Midwest, LLC

Nebraska Tariff No. 1
Section 1
Original Page 9

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NEL0801

INTEREXCHANGE SERVICES TARIFF

SECTION 1.0 - DEFINITIONS (CONT'D.)

Port – A point of connection between the Company's circuits and a Customer's or End User's equipment.

Premises – The space occupied by a Customer or Authorized User in a building or buildings or contiguous property not separated by a public right of way. End User or Customer Premises may also denote an area where the End User or Customer has placed equipment in the Company's collocation space or carrier hotel.

Recurring Charges – Monthly fixed and variable charges to the Customer for Services, Facilities and equipment, which continues for the agreed upon duration of the Service.

Service or Services – The Company's telecommunications Services offered on the Company's network.

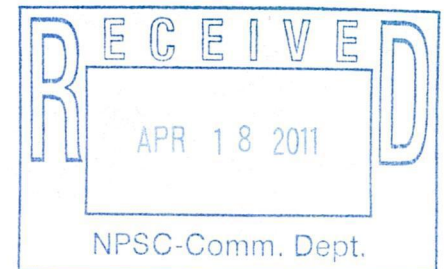
Service Commencement Date – The first day following the date on which the Company notifies the Customer that the requested Service or Facility is available for use, unless extended by the Customer's refusal to accept Service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order – The written request for Company Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

Station – The network control signaling unit and any other equipment provided at the Customer Premises that enables the Customer to establish communications connections and to effect communications through such connections.

User (or End User) – Any person or entity that obtains the Company's Services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

User Site – The physical location occupied by a Customer or Authorized User in the Premises where Services are provided.



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NEL0801

INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 – RULES AND REGULATIONS

2.1 Undertaking of the Company

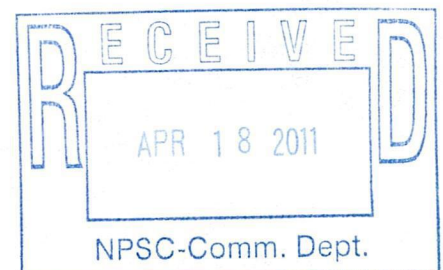
2.1.1 Description of Services

The Company undertakes to furnish telecommunications Services, Facilities and equipment as set forth on Exhibit B attached hereto pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within the state of Nebraska.

The Company is responsible under this Tariff only for the Services and Facilities provided hereunder, and it assumes no responsibility for any Service provided by any other entity that purchases access to the Company network in order to originate or terminate its own Services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- A. 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.
- B. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the capacity of the Company's Facilities as well as Facilities the Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of the Company.



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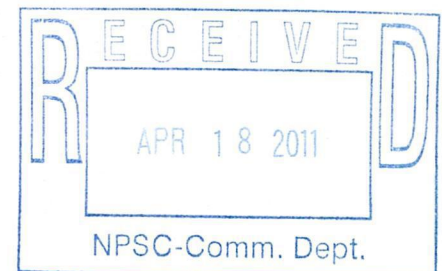
INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions

- A. Minimum Period - Service is provided on a term basis only. The minimum term period is outlined in the Customer agreement unless otherwise specified in this Tariff or mutually agreed upon by contract. Penalties may apply for early termination of the term agreement
- B. Except as otherwise stated in this Tariff, Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the Service Ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the Initial Term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations that, by their nature, extend beyond the termination of the term of the Service Order shall survive such termination.
- D. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.



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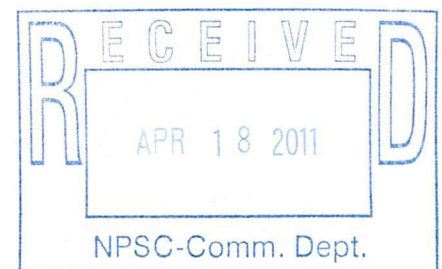
INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions (Cont'd.)

- E. Service may be terminated without incurring liability upon thirty (30) day written notice to the Customer for:
 - .1 use of the Service in violation of this Tariff; or
 - .2 non-payment of any charges or Deposits owing to the Company, within sixty (60) days of billing.
- F. This Tariff shall be interpreted and governed by the laws of the state of Nebraska regardless of its choice of laws provision.



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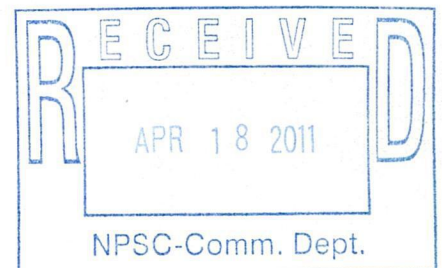
INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, Interruptions, delays, or errors, or other defects, representations, or use of these Services or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for Interruptions in Service as set forth in Section 2.9.
- B. Except for the extension of allowances to the Customer for Interruptions in Service as set forth in Section 2.9, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, Interruption, failure to provide any Service or any failure in or breakdown of Facilities associated with the Service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.



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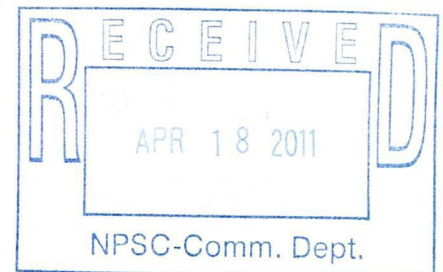
INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing Service, equipment or Facilities for use in conjunction with Services or Facilities provided by the Company; or (c) Common Carriers or warehousemen, except as contracted by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or Facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's Facilities and Services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided Facilities or Services; or by means of the combination of Company-provided Facilities or Services;
 5. Breach in the privacy or security of communications transmitted over the Company's Facilities;



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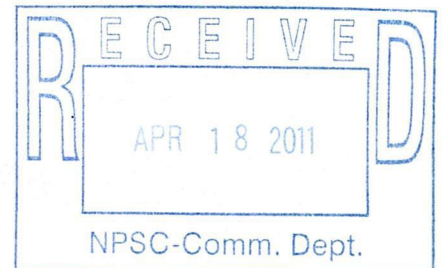
SECTION 2.0 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

D. (continued)

6. Changes in any of the Facilities, operations or procedures of the Company that render any equipment, Facilities or Services provided by the Customer obsolete, or require modification or alteration of such equipment, Facilities or Services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Paragraph A. of this Subsection 2.1.4.
7. Defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's Facilities or equipment connected, or to be connected to the Company's Facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that Service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's Services or Facilities.



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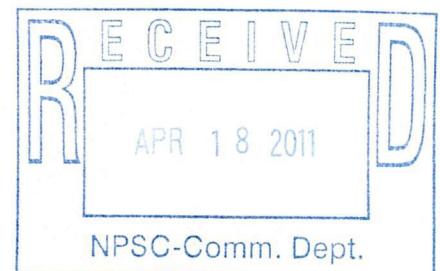
INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.



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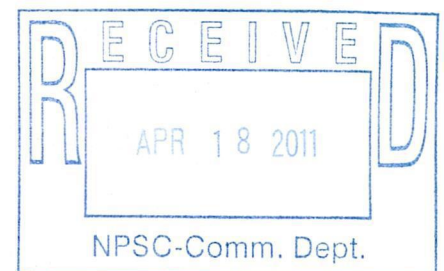
SECTION 2.0 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

I. With respect to Emergency Number 911 Service:

1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, Interruptions, delays, errors or other defects in the provision of Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and Facilities furnishing this Service.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.



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106 Steerbrook Road
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NEL0801

INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

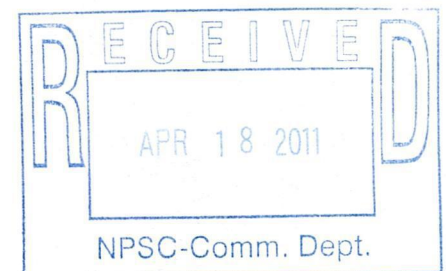
2.1.4 Limitations on Liability (Cont'd.)

I. With respect to Emergency Number 911 Service, (continued)

3. When a Customer with a non-published telephone number, as defined herein, places a call to the emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 Service upon request of such governmental authority. By subscribing to Service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or Facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Services. No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.



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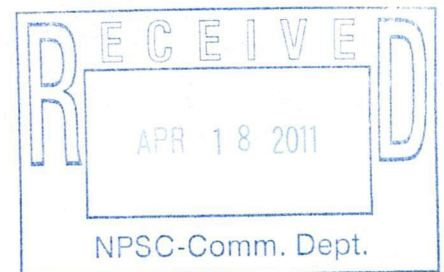
INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or Facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which it was provided.



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INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

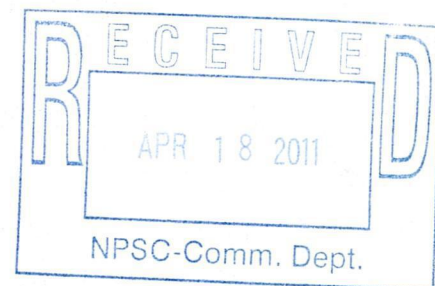
2.1.6 Provision of Equipment and Facilities (Cont'd.)

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the Facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of Facilities offered under this Tariff and to the maintenance and operation of such Facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

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



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NEL0801

INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

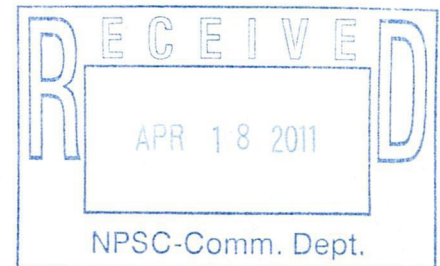
2.1.8 Special Construction

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

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

2.1.9 Ownership of Facilities

Title to all Facilities provided in accordance with this Tariff remains in the Company, its partners, agents, contractors or suppliers. The Customer shall not have, nor shall it assert, any right, title or interest in the fiber optic or other Facilities and associated equipment provided by the Company hereunder.



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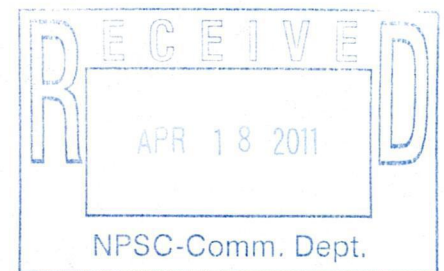
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INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

2.2 Prohibited Uses

- 2.2.1 The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other Users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A Customer, joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications Services. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, and non-recurring installation charges as stated in this Tariff will apply.



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INTEREXCHANGE SERVICES TARIFF

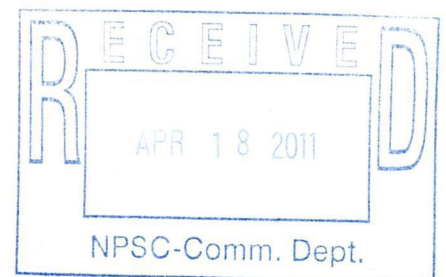
SECTION 2.0 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper Application for Service; placing any necessary order, complying with Tariff regulations; payment of charges for Services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this Tariff;
- B. damage to or loss of the Company's Facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company Facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the point of entry to the termination point of Customer's Premises. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided Facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service;



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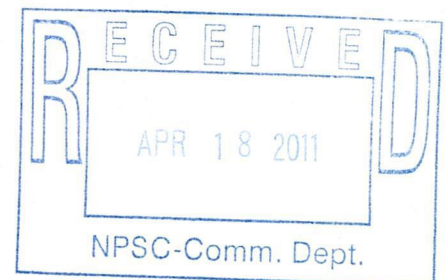
INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.1 General (Cont'd.)

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's Facilities and equipment.;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company Facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible; and granting or obtaining permission for Company agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the Facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or Facilities; and
- H. making Company Facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.



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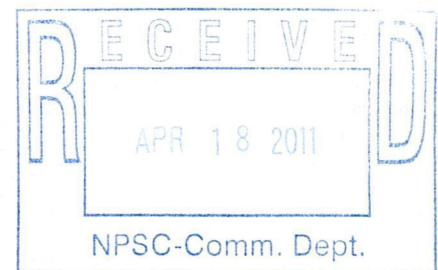
INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the Facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any Interruption of, interference to, or other defect in any Service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or User of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this rate sheet including but not limited to mistakes, omissions, Interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or User contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or User and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.



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NEL0801

INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

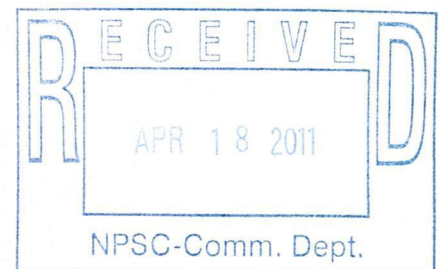
2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the Facilities of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its Services will be suitable for purposes except as specifically stated in this Tariff.

2.4.2 Station Equipment

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



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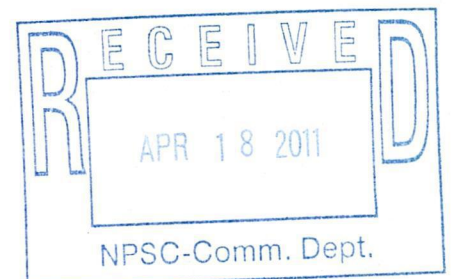
INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of the Company used for furnishing communication Services and the channels, Facilities, or equipment of others shall be provided at the Customer's expense.
- B. Services may be connected to the Services or Facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.



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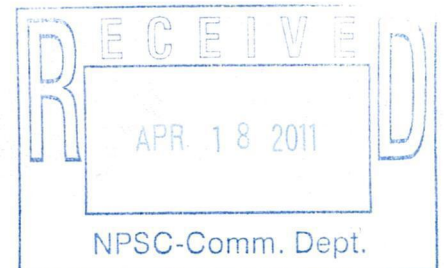
INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements for the installation, operation, and maintenance of Customer-provided Facilities, equipment, and wiring in the connection of Customer-provided Facilities and equipment to Company-owned Facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its Facilities, equipment, and personnel. The Company will notify the Customer or Authorized User promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer or Authorized User must take this corrective action and notify the Company of the action taken. If the Customer or Authorized User fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its Facilities, equipment and personnel from harm.



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NEL0801

INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

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

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

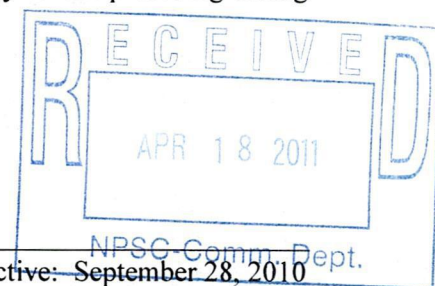
The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for Services and Facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which Service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.



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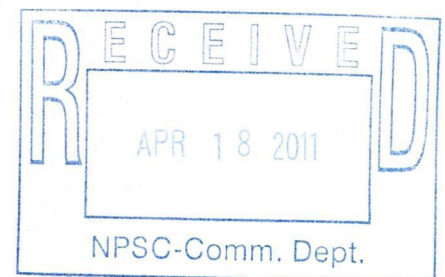
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SECTION 2.0 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges (Cont'd.)

- C. When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the Service or Facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or Facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued.
- E. If any Portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any Portion of the payment is received by the Company in funds that are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.
- G. If Service is disconnected by the Company and later restored, restoration of Service will be subject to all applicable installation charges.



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INTEREXCHANGE SERVICES TARIFF

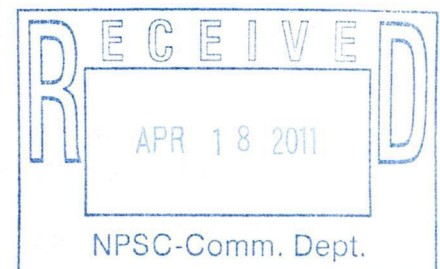
SECTION 2.0 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed Portion of the bill to avoid discontinuance of Service for non-payment. 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 within fifteen (15) days of receipt of billing for those Services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Commission.

Nebraska Public Service Commission
300 The Atrium
1200 N Street
Lincoln, NE 68509-4927
1- 02-471-3101
- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.



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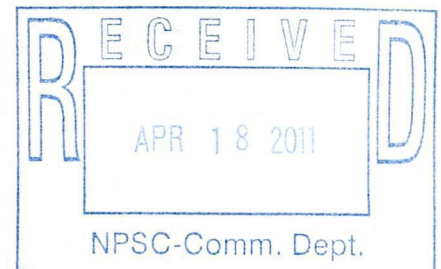
INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before Services and Facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and one month's charges for the Service or Facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill.



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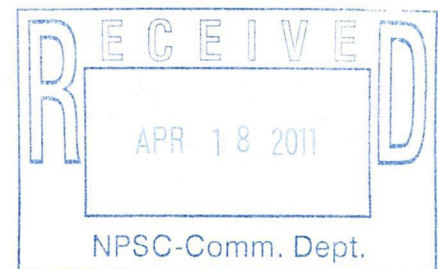
SECTION 2.0 - REGULATIONS (CONT'D.)

2.6 Discontinuance of Service

The Company may discontinue Service under this section. Customers will be given five (5) days written notice prior to discontinuance unless otherwise indicated. The five day notice period excludes Sundays and legal holidays. Service will not be disconnected on any Friday, Saturday, Sunday or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.

After discontinuing Service, the Company may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such Services would have otherwise been provided to the Customer to be immediately due and payable. These remedies are in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff.

The Company will refrain from suspending or terminating Service for nonpayment during the pendency of a complaint before the Company or the Nebraska Public Service Commission or its authorized designee, unless otherwise provided by the Commission or its authorized designee; provided however, that as a condition of continued Service during the pendency of such dispute, a Customer shall pay the undisputed Portions of any bill for Service.



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INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

2.6 Discontinuance of Service (Cont'd.)

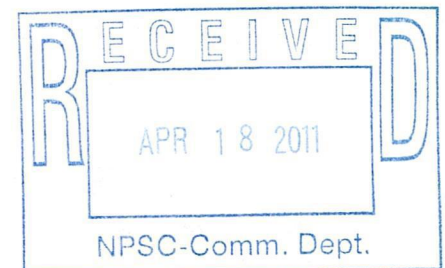
2.6.1 Cancellation by Customer

Customers may cancel Service at the end of the existing term of the agreement with the Company. The Customer or Authorized User wishing to terminate Services after the Initial Term of such Services must give written notice to the Company. Such notice shall effect the termination of Services as specified in the Customer agreement.

2.6.2 Discontinuance by the Company

A. Company may, by giving thirty (30) days written notice to the Customer, discontinue or suspend Service without incurring any liability for any of the following reasons:

1. Failure of the Customer to pay a bill for Services;
2. Customer violation of any of the Company Tariffs on file with Commission;
3. Customer violation of the Commission's rules and regulations;
4. Failure to meet or maintain the Company's credit and Deposit requirements;
5. Failure of the Customer to provide the Company reasonable access to its equipment and property;
6. Customer breach of contract for Service between the Company and the Customer;
7. When necessary for the Company to comply with an order from any governmental agency having jurisdiction, or;
8. Unauthorized resale of the equipment or Services of the Company.



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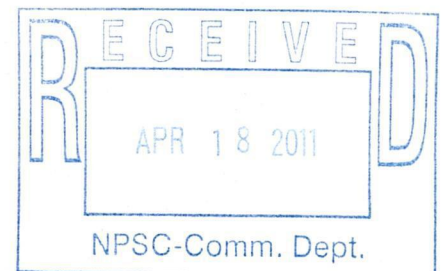
INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

2.6 Discontinuance of Service (Cont'd.)

2.6.2 Discontinuance by the Company (Cont'd.)

- B. The Company may disconnect Service without advance written notice for any of the following:
1. The existence of an obvious hazard to the safety or health of the consumer, the general population or of the Company's personnel or Facilities;
 2. The Company has evidence of tampering or evidence of fraud.



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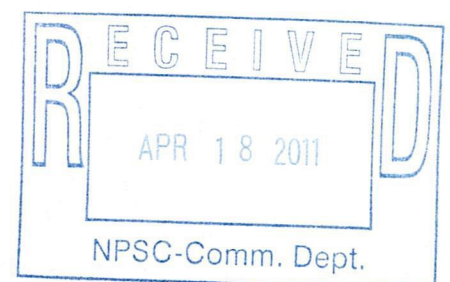
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INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

2.7 Cancellation of Application for Service

- 2.7.1 Applications for Service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an Application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply.
- 2.7.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of Facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, Facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.7.4 The special charges described in 2.7.1 through 2.7.3 will be calculated and applied on an Individual Case Basis.



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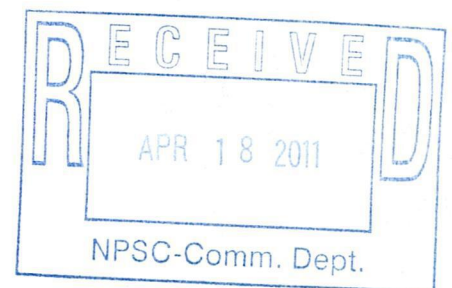
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INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

2.8 Changes in Service Requested

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



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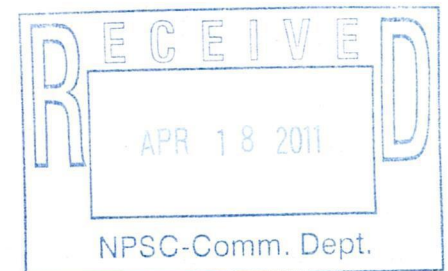
SECTION 2.0 - REGULATIONS (CONT'D.)

2.9 Allowances for Interruptions in Service

Interruptions in Service that are not due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer or an Authorized User or the operation or malfunction of the Facilities, power or equipment provided by the Customer or Authorized User, will be credited to the Customer as set forth in 2.9.1 for the part of the Service that the Interruption affects.

2.9.1 General

- A. A credit allowance will be given when Service is interrupted, except as specified below. A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B. An Interruption period begins when the Customer reReports a Service, Facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An Interruption period ends when the Service, Facility or circuit is operative.
- C. If the Customer reports a Service to be interrupted but declines to release it for testing and repair, or refuses access to its Premises for test and repair by the Company, the Service, Facility or circuit is considered to be impaired, but not interrupted. No credit allowances will be made for a Service considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble reReport results from the use of equipment or Facilities provided by any party other than the Company, including but not limited to the Customer.



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INTEREXCHANGE SERVICES TARIFF

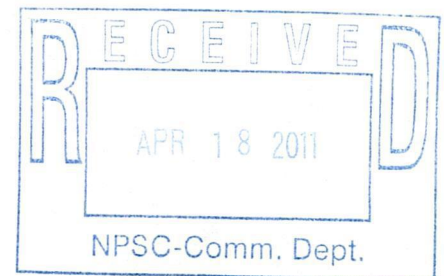
SECTION 2.0 - REGULATIONS (CONT'D.)

2.9 Allowances for Interruptions in Service (Cont'd.)

2.9.2 Limitations of Allowances

No credit allowance will be made for any Interruption in Service:

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or Services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its Facilities and equipment for the purposes of investigating and correcting Interruptions;
- E. A Service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such Service. If the Service is interrupted, the Customer can get a Service credit, use another means of communications provided by the Company (pursuant to Section 2.9.3), or utilize another Service provider;
- F. During any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not rePorted to the Company within thirty (30) days of the date that Service was affected.



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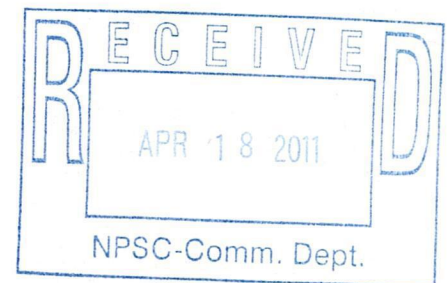
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SECTION 2.0 - REGULATIONS (CONT'D.)

2.9 Allowances for Interruptions in Service (Cont'd.)

2.9.3 Application of Credits for Interruptions in Service

- A. Credits for Interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the Interruption. Only those Facilities on the interrupted Portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for Interruptions of thirty (30) minutes or more. Two or more Interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative Interruption.



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SECTION 2.0 - REGULATIONS (CONT'D.)

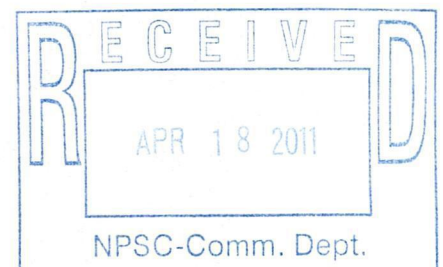
2.10 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates Services before the completion of the term for any reason whatsoever other than a Service Interruption (as defined in Section 2.9.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.10.1 Termination Liability

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

- A. all unpaid Non-Recurring Charges reasonably expended by the Company to establish Service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;



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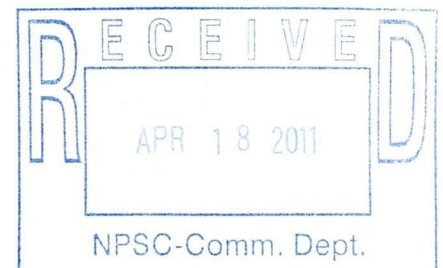
SECTION 2.0 - REGULATIONS (CONT'D.)

2.11 Cancellation by Customer

The Customer must cancel Service and terminate the agreement in accordance with the Customers contract terms.

2.12 Transfers and Assignments

The Customer may not assign or transfer its rights or duties in connection with the Services and Facilities provided by the Company without the written consent of the Company.



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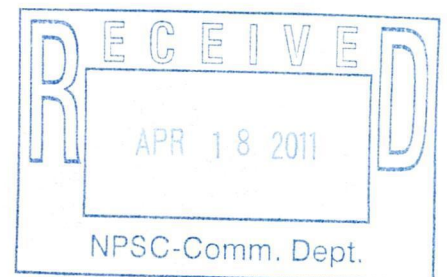
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SECTION 2.0 - REGULATIONS (CONT'D.)

2.13 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's Services provided under this Tariff.



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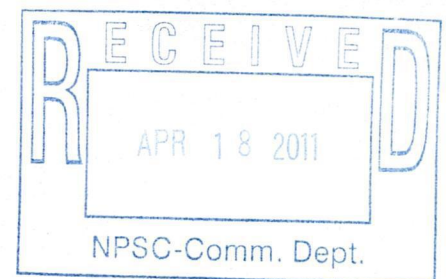
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INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

2.14 Notices and Communications

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



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INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - REGULATIONS (CONT'D.)

2.15 Taxes, Fees and Surcharges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), E911 Assessments and Relay Services. Fees or surcharges for such programs will be included in this section of the Tariff.

2.15.1 Nebraska Universal Service Fund Surcharge

All Customers will be assessed a surcharge to support the Nebraska Universal Service ("NUSF") program. The NUSF Surcharge will be based on a percentage of the Customer's total billing including any non-recurring, recurring, usage and per call charges. This surcharge will appear as a separate line item on the Customer's bill. The percentage applied to the Customer's billing will be equal to the assessment percentage paid by the Company as determined by Nebraska law or Commission rules, and may vary from time to time as required by Nebraska law or Commission rules.

2.15.2 911 Service Surcharge

All Customers will be assessed a per line surcharge to support local 911 Service Programs. The 911 Surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by local jurisdictional assessments rounded up to the nearest whole cent, and may vary from time to time as required by Nebraska law, Commission rules or local jurisdiction requirements.

2.15.3 Dual Party Relay Service Surcharge

All Customers will be assessed a per line surcharge to support the Nebraska Dual Party Relay Service program. The surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by Nebraska law or Commission rules rounded up to the nearest whole cent, and may vary from time to time as required by Nebraska law or Commission rules.

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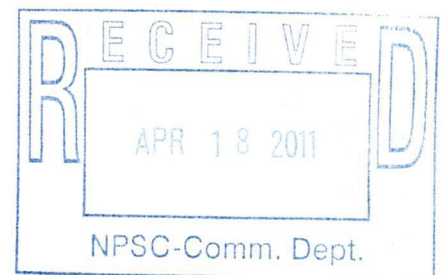
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SECTION 2.0 - REGULATIONS (CONT'D.)

2.16 Miscellaneous Provisions

2.16.1 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.



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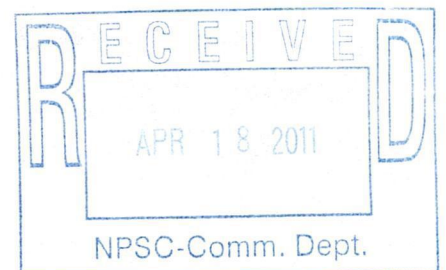
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SECTION 3.0 - SERVICE AREA

3.1 Service Areas

Services are provided, subject to availability of Facilities and equipment, within the Service area set forth in the Service Area Map attached hereto as Exhibit A.



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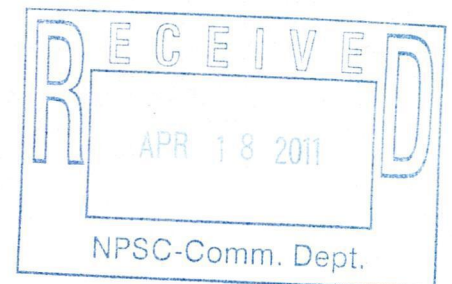
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INTEREXCHANGE SERVICES TARIFF

SECTION 4.0 - SERVICE RATES AND CHARGES

4.1 Rates and Charges

- 4.1.1 Customers and Incidental Users will be charged applicable Non-Recurring Charges, monthly Recurring Charges and/or usage charges for Services, Facilities and equipment on an Individual Case Base as set forth on Exhibit B attached hereto.



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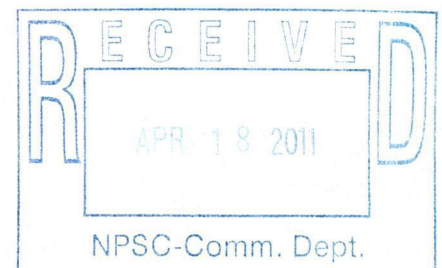
SECTION 5.0 – INDIVIDUAL CASE BASIS

5.1 Individual Case Basis (ICB) Arrangements

ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

5.2 Non-Routine Installation and/or Maintenance

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



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