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July 20, 2021

VIA HAND DELIVERY

Terri Lemoine, Records Manager
Records Division
Louisiana Public Service Commission
602 North Fifth Street
Baton Rouge, LA 70801

RECEIVED**JUL 20 2021**

Taylor M. LeDuff
Direct: 225.378.3215
E-Fax: 225.336.5105
taylor.leduff@arlaw.com

LA Public Service Commission

Re: Application of Vyve Business Services, LLC, ex parte. In re: Application for Certificate of Public Convenience and Necessity to Operate as Provider of Competitive Local Exchange Services in the State of Louisiana and for approval of its tariff

Dear Ms. Lemoine:

We represent Vyve Business Services, LLC ("Vyve"), in the submission of its Application for a Certificate of Public Convenience and Necessity, Authorizing Applicant to Provide Facilities-Based Local and Interexchange Private Line Telecommunications Services ("Application") Within the State of Louisiana. We enclose the original and two copies of the following Application and Exhibits:

1. *Vyve Business Services, LLC's Application for a Certificate of Public Convenience and Necessity, Authorizing Applicant to Provide Facilities-Based Local and Interexchange Private Line Telecommunications Services ("Application") Within the State of Louisiana*
2. *Exhibit A* – Certificate of Formation and Good Standing from the State of Delaware
3. *Exhibit B* – Louisiana Secretary of State's Certificate of Good Standing
4. *Exhibit C* – Illustrative Tariff
5. *Exhibit D* – Financial Statements (filed under seal pursuant to Commission Rule 12.1)
6. *Exhibit E* – Resumes of Key Management Personnel

Please note that Exhibit D, Vyve's financial statements, contain confidential and proprietary information, and pursuant to Louisiana Public Service Commission Rule 12.1, Vyve hereby respectfully requests confidential treatment of such information. One copy of Exhibit D is being filed herewith in a separate envelope marked "CONFIDENTIAL".

ROUTE FR

DEPT. Bull DATE 7/20 DEPT. _____

DEPT. _____ DATE _____ DEPT. _____

DEPT. _____ DATE _____ DEPT. _____

450 Laurel Street, Suite 1900 | Baton Rouge, Louisiana 70801 | 225.336.5200 | Fax 225.336.5220

www.adamsandree.com

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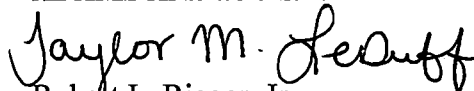
Page 2
Ms. Terri Lemoine
July 20, 2021

We have attached our firm check in the amount of \$250.00 to cover the required filing costs. We have attached an additional copy of this Application and request that it be file-stamped and returned with our courier. If you have any questions, please do not hesitate to contact us.

With kind regards, we remain

Sincerely yours,

ADAMS AND REESE LLP



Robert L. Rieger, Jr.

Grant J. Guillot

Susan N. Eccles

Taylor LeDuff

TMD/kmj

Enclosures

JM

**BEFORE THE
LOUISIANA PUBLIC SERVICE COMMISSION**

VYVE BUSINESS SERVICES, LLC, *EX PARTE*.

DOCKET No.: _____

In Re: Application of Vyve Business Services, LLC for a Certificate of Public Convenience and Necessity to Transact Business as a Competitive Local Exchange Carrier in the State of Louisiana and for Approval of its Tariff.

VYVE BUSINESS SERVICES, LLC'S APPLICATION FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY, AUTHORIZING APPLICANT TO PROVIDE FACILITIES-BASED LOCAL AND INTEREXCHANGE PRIVATE LINE TELECOMMUNICATIONS SERVICES WITHIN THE STATE OF LOUISIANA

NOW BEFORE THE LOUISIANA PUBLIC SERVICE COMMISSION ("Commission" or "LPSC") comes Vyve Business Services, LLC ("Vyve" or "Applicant"), who by undersigned counsel, and in accordance with the LPSC's Telecommunication General Order, respectfully submits this Application (the "Application") for a Certificate of Authority to provide facilities-based local and interexchange private line telecommunications services throughout the State of Louisiana. Vyve submits its financial statements and related confidential information under a segregated cover, pursuant to LPSC Rule 12.1. In support of the Application, Vyve, submits the following:

General Description of Company Services and Operations

Applicant seeks authority to provide facilities-based local and interexchange private line telecommunications services throughout the State of Louisiana. Vyve has not been certificated by any state to provide intrastate telecommunications services in any state prior to 2021 but is seeking licenses in other states at the time of this application.

I.

The legal name of the Applicant is Vyve Business Services, LLC. The name under which the Applicant will do business is Vyve Business Services, LLC. Vyve is a Delaware limited liability company organized under the laws of the State of Delaware.

II.

The address, telephone number, and website of the Applicant are as follows:

Vyve Business Services, LLC
Four International Drive
Suite 330
Rye Brook, NY 10573
Phone: (914) 234-8300.

III.

The names and addresses of the Applicant's principal members and officers are:

Phil Spencer, Chief Executive Officer
Andrew C. Kober, Executive Vice President and Chief Financial Officer
Andy Parrott, Executive Vice President and Chief Operating Officer
Marie Censoplano, General Counsel, Senior Vice President and Secretary

All of the individuals listed above can be reached at Vyve's address set forth in Section II above.

IV.

Vyve was formed in the State of Delaware on February 8, 2021, and is in good standing under the laws of that state. Attached hereto, as **Exhibit A**, is a copy of the Applicant's Certificate of Formation and Good Standing from the State of Delaware.

V.

Applicant's affiliates offering and/or providing services in the State of Louisiana are Vyve Broadband J, LLC and BCI Telephone of Louisiana, LLC.

VI.

Attached hereto as **Exhibit B** is its Louisiana Secretary of State's Certificate of Good Standing evidencing that it is in good standing and authorized to do business in the State of Louisiana.

VII.

Pleadings, orders, notices, or other correspondence and communications regarding this Application should be provided to:

ROBERT L. RIEGER, JR.
GRANT J. GUILLOT
SUSAN ECCLES
Adams and Reese LLP
450 Laurel Street, Suite 1900
Baton Rouge, LA 70801
Phone: (225) 336-5200
Fax: (225) 336-5220
Email: Robert.Rieger@arlaw.com
Grant.Guillot@arlaw.com
Susan.Eccles@arlaw.com

With a copy to:

Michael Sloan
Davis Wright Tremaine LLP
1301 K Street NW, Suite 500 East
Washington, D.C. 20005
(202) 973-4227
michaelsloan@dwt.com

Vyve's company representative's, who will serve as a liaison with the Commission, contact information is as follows:

Marie Censoplano
General Counsel, Senior Vice President and Secretary
Four International Drive
Suite 330
Rye Brook, NY 10573
(914) 234-8313
Marie.censoplano@vyvebb.com

VIII.

A copy of Applicant's Illustrative Tariff is attached hereto as **Exhibit C**.

IX.

Applicant is financially able to provide telecommunications service in the State of Louisiana. Applicant does not maintain financial statements separate from its parent company, Eagle Broadband Investments, LLC. For purposes of this application, Applicant will rely on the most recent financial statements of its parent company, Eagle Broadband Investments, LLC, attached hereto as **Exhibit D**. Applicant requests confidential treatment of its financial documents to preserve its proprietary information, which could be used to Vyve's disadvantage by its competitors. Should anyone seek to review these documents, other than a member of the LPSC or its Staff, the Applicant respectfully requests notice and an opportunity to protect such documents from public disclosure pursuant to LPSC Rule 12.1. The attached documents demonstrate that the Applicant is adequately capitalized to provide reliable, long-term service to subscribers in the State of Louisiana.

X.

Applicant has the managerial and technical qualifications necessary to provide the proposed services. Applicant's affiliates deliver Internet and other services to residential and commercial customers in sixteen states. In addition, Applicant is managed by persons with substantial expertise in developing and operating communications networks. Vyve's Chief Executive Officer, Phil Spencer has more than 20 years of relevant experience. Vyve's Executive Vice President and Chief Operating Officer Andy Parrott has more than 30 years of experience working on and managing technical operations for various network companies. Applicant has adequate internal management expertise and technical resources to support its Louisiana operations. This wealth of expertise will enable Applicant to provide its customers with advanced, state-of-the-art technology to support its telecommunications services.

XI.

Applicant seeks authority to provide facilities-based local and interexchange private line telecommunications services throughout the State of Louisiana. The services will be offered to customers throughout the State of Louisiana subject to the availability of facilities.

XII.

Applicant possesses the requisite experience and knowledge to support the services to be offered as set forth in the resumes of its key management personnel, which are attached hereto as **Exhibit E.**

XIII.

Applicant is currently seeking licenses in four (4) other states to provide telecommunications services. Applicant has never had a telecommunications certification revoked, or application therefor denied, in any state.

XIV.

Applicant's registered Agent for service of process is:

Corporation Service Company
501 Louisiana Avenue
Baton Rouge, Louisiana 70802

XV.

Applicant submits the following arguments to demonstrate that the public interest will be served by the approval of this Application:

It is a matter of public convenience and necessity that competition be facilitated in the provision of communications services, because it provides consumers with more choice, lowers prices, speeds the deployment of new communication and broadband technologies, creates jobs, and benefits the Louisiana economy. In addition, Applicant's services will benefit rural and

underserved communities by supporting economic development initiatives and improving access to health care, and education.

XV.

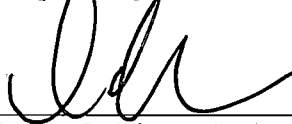
Approval of this Application will serve the public interest and should be approved.

WHEREFORE, Vyve Business Services, LLC respectfully requests:

1. This Application for a Certificate of Authority to Provide Competitive Local Exchange Services be published, processed, and approved in due course;
2. That Applicant's Financial Statements be treated as confidential and proprietary in accordance with LPSC Rule 12.1; and
3. The Commission, in due course, grant Vyve a Certificate of Authority to Provide Competitive Local Exchange Services.

Respectfully submitted this 20th day of July, 2021.

Respectfully Submitted,



Robert L. Rieger, Jr. (Bar No. 18404)

Grant J. Guillot (Bar No. 32484)

Susan N. Eccles (Bar No. 29847)

Adams and Reese LLP

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Counsel for Vyve Business Services, LLC

Exhibit List

A	Certificate of Formation and Good Standing from the State of Delaware
B	Louisiana Secretary of State's Certificate of Good Standing
C	Illustrative Tariff
D	Financial Statements
E	Resumes of Key Management Personnel

Exhibit A

Certificate of Formation and Good Standing from the State of Delaware

**CERTIFICATE OF FORMATION
OF
VYVE BUSINESS SERVICES, LLC**

This Certificate of Formation of VYVE BUSINESS SERVICES, LLC (the "Company") is being duly executed by the undersigned for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act.

FIRST. The name of this Delaware limited liability company is VYVE BUSINESS SERVICES, LLC

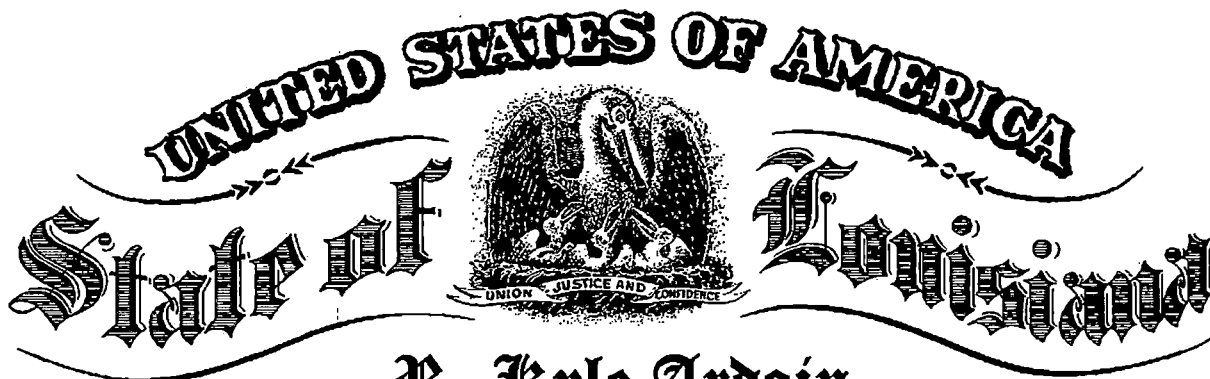
SECOND. The address of the registered office of the limited liability company in the State of Delaware is 251 Little Falls Drive, Wilmington, County of New Castle, Delaware 19808, and the name of its registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of VYVE BUSINESS SERVICES, LLC, as of this 8th day of February, 2019.

/s/ Allie Schwenn
Allie Schwenn, Organizer

Exhibit B

Louisiana Secretary of State's Certificate of Good Standing



R. Kyle Ardoin

SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

the Application Form for Certificate of Authority of

VYVE BUSINESS SERVICES, LLC

Domiciled at WILMINGTON, DELAWARE,

Was filed and recorded in this Office on July 15, 2021.

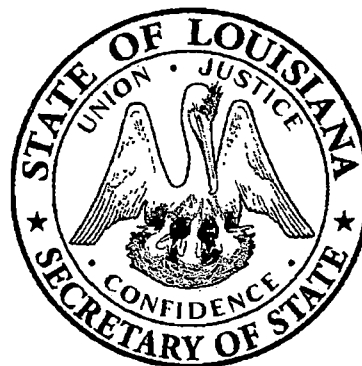
Thus authorizing the limited liability company to exercise the same rights and privileges accorded similar domestic limited liability companies, subject to the provisions of R. S. Title 12, Chapter 22, Part VIII.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

July 15, 2021

Secretary of State

WEB 44510539Q



Certificate ID: 11427711#L7D52

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.

www.sos.la.gov

**EXHIBIT
B**

Exhibit C

Applicant's Illustrative Tariff

TITLE SHEET

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF DEDICATED
COMMUNICATIONS SERVICES WITHIN
THE STATE OF LOUISIANA

This tariff contains the descriptions, regulations, and rates applicable to the offering of intrastate telecommunications services by Vyve Business Services, LLC, within the State of Louisiana.

The Company has a principal office at Four International Drive, Suite 330, Rye Brook, NY 10573, telephone number (914) 234-8300. This tariff is on file with the Louisiana Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business.

EXHIBIT C

CHECK SHEET

PAGE NO.	REVISION
1	Original*
2	Original*
3	Original*
4	Original*
5	Original*
6	Original*
7	Original*
8	Original*
9	Original*
10	Original*
11	Original*
12	Original*
13	Original*
14	Original*
15	Original*

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SYMBOLS SHEET

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

TARIFF FORMAT SHEET

- A. Page numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, new pages added between pages 14 and 15 would be 14.1.
- B. Page revision numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the Commission allows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence -There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists contained in the tariff, with a cross reference to the current revision number. When new pages are added the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e. the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

SECTION 1 - DEFINITIONS

Company – Vyve Business Services, LLC.

Commission - The Louisiana Public Service Commission.

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

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

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

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

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

SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

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

2.2 Use of Services

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

2.3 Liability of the Company

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

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

2.4 Force Majeure

- 2.4.1 Except as provided in Sections 2.4.2 below, and notwithstanding any provision or inference to the contrary contained in this Tariff, Company shall not be liable to Customer due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, regulation or governmental acts, fire, power surges or outages, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a "force majeure event"). Company shall exercise reasonable efforts to minimize the time of any failure or suspension of performance hereunder and promptly notify Customer of the occurrence of the force majeure event. Notwithstanding the foregoing, in no event shall a failure to pay sums required pursuant to this Tariff or any service order(s) be deemed, or postponed by, a force majeure event.
- 2.4.2 Notwithstanding anything to the contrary herein, Customer may terminate the affected service order(s) in its entirety and without penalty if a force majeure event continues for more than ten (10) consecutive days and prevents Company from delivering the service subject to such service order(s).

2.5 Obligations of the Customer

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

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

2.6 Discontinuance or Termination of Services for Cause

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

(3) In the event that the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, is removed or delisted from a trading exchange or its long term debt is downgraded more than two levels from its rating.

2.6.2.2 In all other circumstances, Company may discontinue or terminate services upon providing the Customer with thirty (30) days written notice stating the reason for discontinuance or termination, and provided that Customer does not cure the reason for discontinuance or termination within such thirty (30) day period.

2.6.2.3 Without incurring liability, Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.6.2.4 Service may be discontinued by Company, without notice to the Customer, when Company deems it necessary to take such action to prevent unlawful use of its service. Company will restore service as soon as it can be provided without undue risk.

2.7 Credit Allowance for Certain Interruption of Services

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

2.7.2 A Service Interruption may entitle Customer to credits as provided herein. Where a Service Interruption qualifies for a credit allowance, the amount of the credit allowance shall be as follows:

Service Interruption Length:	Credit:
Four (4) or more continuous hours of a Service Interruption	A credit of 1/30 of the monthly recurring fees for the month in which such four (4) hour Service Interruption occurred. Not more than one (1) credit will be issued for any one (1) day period regardless of the number of qualifying Service Interruptions in such 24-hour period.

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

2.8 Payment and Rendering of Bills

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

2.9 Claims and Disputes

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

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

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

Louisiana Public Service Commission
602 North 5th Street
12th Floor
Baton Rouge, LA 70802
Telephone: 225-342-4999
Toll Free: 1-800-256-2397

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

2.10 Deposits

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

2.11 Taxes and Surcharges

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

2.12 Shortage of Equipment or Facilities

- 2.12.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.12.2 The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other service providers to furnish service from time to time as required at the sole discretion of the Company. The Company's obligation to furnish, or to continue to furnish, telecommunications service is also subject to availability and dependent upon its ability to obtain, retain, and maintain, without unreasonable expense, suitable rights of way and facilities required to furnish and maintain that service.

2.13 Other Services Provided by Company

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

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Private Line Telecommunications Services

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

3.2 Other Services

Other services may be provided by the Company.

SECTION 4 - RATES AND CHARGES

4.1 Rates

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

Exhibit D

Financial Statements

THESE DOCUMENTS AND ATTACHMENTS CONTAIN CONFIDENTIAL, PROPRIETARY OR TRADE SECRET INFORMATION PROTECTED FROM PUBLIC DISCLOSURE OR ANY OTHER USE UNDER RULE 12.1 OF THE LPSC RULES OF PRACTICES AND PROCEDURES AND SHALL BE MAINTAINED UNDER SEAL CONSISTENT WITH THE PROVISIONS OF THAT RULE.

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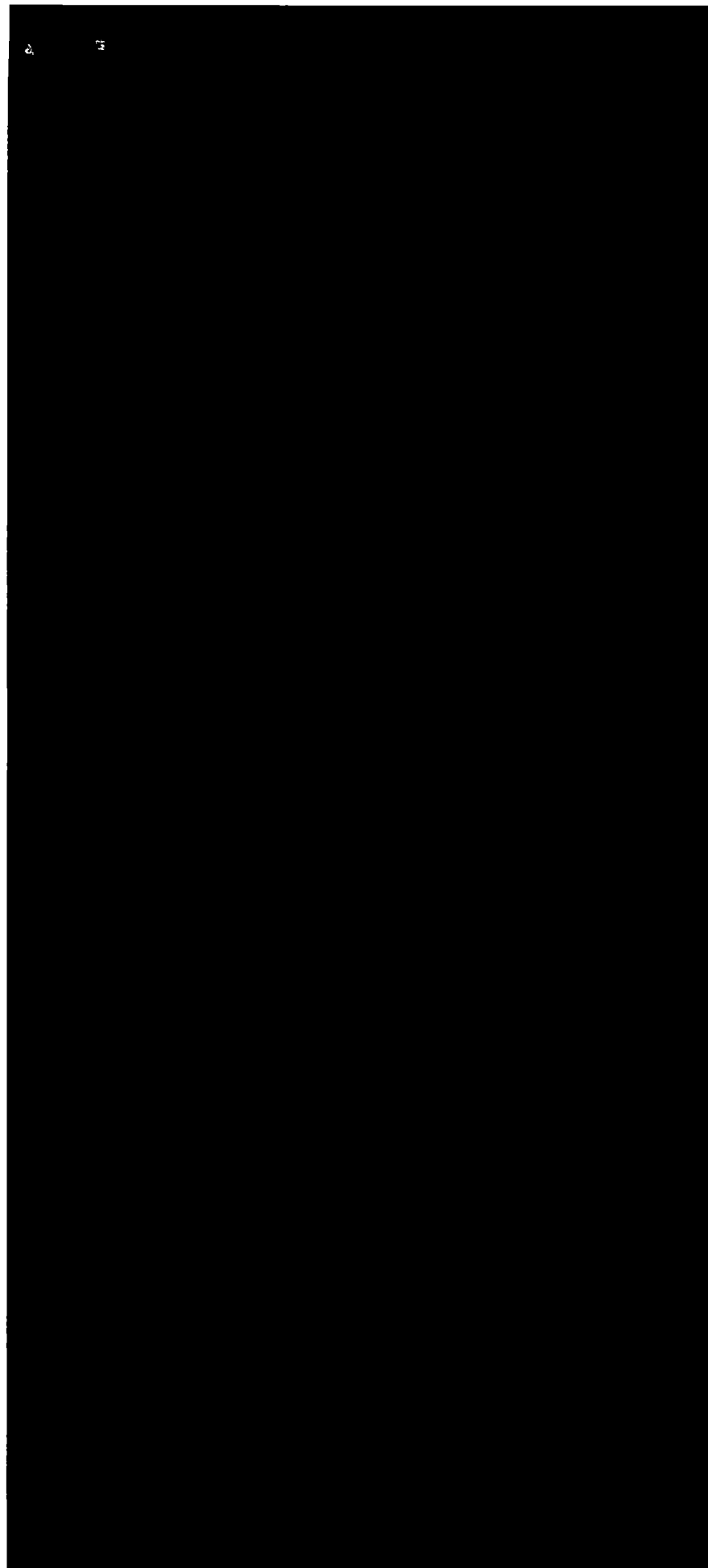
EXHIBIT

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Exhibit E

MANAGEMENT BIOS
Vyve Business Services, LLC

Phil Spencer – Chief Executive Officer

- Mr. Spencer brings more than 20 years of telecom experience to Vyve Broadband Investments, LLC (“VBI”), the indirect parent of Vyve Business Services, LLC
- Prior to joining VBI, Mr. Spencer was CEO of Rural Broadband Investments (“RBI”)
- Prior to his role at RBI, Mr. Spencer was CEO of Everest Connections, Aplus.Net/Codero, Windjammer Communications, and a board member and interim CEO of Lodgenet
- Mr. Spencer is on the Board of NCTA

Andrew C. Kober – Executive Vice President and Chief Financial Officer

- Mr. Kober joined the VBI team as EVP and CFO in November 2019 after serving for six years as Executive Vice President and Chief Financial Officer of Vyve Broadband (“Vyve”) prior to it being acquired by an affiliate of VBI in 2019
- Prior to joining Vyve, Mr. Kober served as EVP and CFO of Bresnan Communications, where he worked for over 20 years
- Mr. Kober began his career as an auditor at Arthur Young

Andy Parrott – Executive Vice President and Chief Operating Officer

- Mr. Parrott joined VBI in September 2019 and serves as EVP and COO
- Previously, Mr. Parrott served as SVP of Operations for Altice’s technical services division
- Prior to Altice, Mr. Parrott worked for 14 years at Suddenlink Communications, where he served as the Corporate Vice President of Technical Operations, and for 11 years at Charter, where he worked in technical operations

Marie Censoplano – General Counsel, Senior Vice President, and Secretary

- Ms. Censoplano joined the VBI team as General Counsel, SVP and Secretary after serving for six years in the same roles at Vyve prior to it being acquired by an affiliate of VBI in 2019
- Ms. Censoplano is a ACA Connects Board Member
- Prior to joining Vyve, Ms. Censoplano was a Partner at Paul Hastings, representing clients in M&A and capital markets transactions with an emphasis on clients in the telecommunications industry

Diane Quennoz – SVP, Marketing

- Ms. Quennoz joined the VBI team after serving for six years as SVP, Marketing and Customer

Experience of Vyve prior to it being acquired by an affiliate of VBI in 2019

- Prior to joining Vyve, Ms. Quennoz was VP of Marketing at both Insight Communications and Time Warner Cable and also served as AVP of Consumer Marketing and Customer Experience at Frontier Communications

Edwin Butler – SVP, Commercial Services

- Mr. Butler brings more than 20 years of telecom experience to VBI, and has served as SVP, Commercial Services since joining in 2018
- Prior to joining VBI, Mr. Butler served as SVP, Enterprise Sales at Unite Private Networks and as SVP, Commercial Services at NewWave Communications
- Prior to his time at NewWave, Mr. Butler worked for 14 years in various sales roles at Consolidated Communications