

Neo Network Development, Inc.
ISSUED:
EFFECTIVE: April 21, 2021

LPSC LEC TARIFF NO. 1
Original Page No. 40
BY: Vince Aragona

2. Regulations (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service 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) interruption of service due to circumstances or causes beyond the control of the Company.

2. Regulations (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.3 Use of Alternative Service Provided by the Company:

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tarified rates and charges for the alternative service used.

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.1 Applications for service are not cancelable unless the Company otherwise agrees. Where the Company permits 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.

2.7.1.2 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 the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

2. Regulations (Cont'd)

2.7 Cancellation of Service (Cont'd)

2.7.2 Cancellation of Service by the Customer

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 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

- 1) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3) all Recurring Charges specified in the applicable tariff for the balance of the then current term.

2.8 Transfer and Assignments

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is not interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees.

2. Regulations (Cont'd)

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order 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.
- 2.9.3 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 deposit 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.
- 2.9.4 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.

2. Regulations (Cont'd)

2.10 Timing of Calls - Usage Sensitive Products

- 2.10.A The Customer's usage charges is based on the actual duration of the telephone call. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when the calling party hangs up.
- 2.10.B Minimum billed call duration and billing increments differ from product to product. Product specific information is included in Section 4 of the Rate Schedules.
- 2.10.C Usage is measured and rounded to the next higher billing increment for billing purposes.
- 2.10.D There is no usage-based billing applied for incomplete calls.

2.11 Legislative, Regulatory or Judicial Activity

Notwithstanding any statement to the contrary contained in this tariff, in the event that any regulatory agency, legislative body or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding payphone compensation, access charges and/or universal service ("Regulatory Activity"), the Company reserves the right, at any time and without notice, to: (i) pass through to the Customer all or a portion of any charges or surcharges directly or indirectly related to such Regulatory Activity; or, (ii) modify the rates, including any rate guarantees, and/or terms and conditions contained in this tariff to reflect the impact of such Regulatory Activity.

2.12 Calculation of Distance

If a rate is based on the airline mileage between points, the calculations are made as follows:

The airline mileage between rate centers is determined by applying the formula below to the vertical (V) and horizontal (H) coordinates associated with the rate centers involved.

Formula:
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

2.13 Access to 8XX Service

The Company will provide access to 8XX services.

SECTION 3 – SERVICE DESCRIPTIONS

3.1 Local Exchange Service

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Service;
- access Directory Assistance for the local calling area
- place or receive calls to 800 telephone numbers;
- access Telephone Relay Service

3.1.1 Service Area: Where facilities are available, service areas are defined by NPA-NXX designations.

Local Calling Areas: NXX's associated with each particular exchange or zone may be found in the telephone directory published by the dominant exchange carrier service provider in the Customer's exchange area.

3.1.2 AT&T (formerly BellSouth) Rate Groups

Rate Group	Exchange Access Lines and PBX Trunks in Local Calling Area Upper Limit
1	0 - 7,000
2	7,001 to 15,000
3	15,001 to 28,500
4	28,501 to 50,000
5	50,001 to 78,000
6	78,001 to 125,000
7	125,001 and Up

3.2 Service Descriptions

3.2.1 Reserved for future use.

3.2.2 Business Services

The Company's Business Services are offered for local calling using the facilities of the Company's authorized underlying Local Exchange Carrier(s). The Company's Business Services are offered primarily to the following:

1. Offices, stores, factories, mines and all other places of a strictly business nature;
2. Offices of hotels, boarding houses, apartment houses, colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions; and
3. Services terminating solely on the secretarial facilities of a telephone answering bureau.

SECTION 3 - DESCRIPTION OF SERVICES OFFERED, CONT

3.2 Services Offerings (contd.)

If a Subscriber's service changes from business service to residential service, the telephone number will normally be changed. Reference of calls will not normally be provided regardless of how long existing directories will remain in effect. Changes from residential to business service may be made without change in telephone number, if the subscriber so desires.

3.2.2.A Business Exchange Line Service

Business Exchange Line Service provides a facility from a Customer's location to the Company's Central Office and gives the Customer the ability to complete local and long distance calls. This service provides Customer with unlimited local calling, including rotary/hunting service, at a flat monthly rate. Special rates are offered to customers who purchase this service in conjunction with the Company's Business long distance products. Options available with Business Exchange Line Service include Call Waiting, Call Forwarding, Three-way Calling and Speed Dialing, as well as Class Features. Installation charges apply.

3.2.2.B Private Branch Exchange (PBX) Service

The Company's PBX Service uses PBX Trunks to connect a customer PBX system or other similar equipment to the Central Office. Standard configurations include Local COTrunks, Direct Inward Dialing (DID), Direct Outward Dialing (DOD) and Combination Trunks. This service provides Customers with unlimited local calling, rotary/hunting service and Carrier Access. The Company treats these trunks similar to individual exchange lines and supports multi-line hunting over a group of trunks. Service is billed based on monthly usage, together with monthly recurring charges. Special rates are offered to customers who purchase this service in conjunction with the Company's long distance products. Installation charges also apply.

SECTION 3 - DESCRIPTION OF SERVICES OFFERED, CONT.

3. Services Offerings (contd.)

3.2.2.C Optional Business Features

3.2.2.C.1 Direct Inward Dial (DID) Service

DID Service is an optional feature which can be purchased in conjunction with Company-provided PBX Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for PBX Trunks. One additive charge applies for each DID-equipped PBX Trunk or channel. Customer is required to purchase at least one DID number block for each DID equipped trunk or trunk group, or DID-equipped channel or group. The Company reserves the right to limit the amount of DID numbers constituting a block of telephone numbers in a group. Blocks of number groups will be determined at the sole discretion of the Company's resources. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property rights to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both, assigned to the Customer, whenever the company deems it necessary to do so in the conduct of its business.

SECTION 3 - DESCRIPTION OF SERVICES OFFERED, CONT.

3.2 Services Offerings (contd.)

3.2.3 Directory Assistance:

The telephone company furnishes Directory Assistance Service whereby customers may request assistance in determining telephone numbers.

3.2.3.1 General: Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

The Customer may request a maximum of two telephone numbers per call to the Directory Assistance service.

3.2.3.2 Credits: A credit will be given for calls to Directory Assistance as follows:

The Customer experiences poor transmission or is cut-off during the call; or

The Customer is given an incorrect telephone number To obtain such a credit, the Customer must notify its Customer Service representative.

3.2.4 Operator Assistance

The company will not provide operator assistance.

3. Service Descriptions (Cont'd)

3.2.5 Directory Listing

- 3.2.5.1 The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.
- 3.2.5.2 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listings of the identifications of the Customer's is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 3.2.5.3 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing, which is found to be in violation of rules with respect thereto.
- 3.2.5.4 Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section. The Company, upon notification to the Customer, will withdraw any listing, which is found to be in violation of its rules with respect thereto.
- 3.2.5.5 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3. Service Descriptions (Cont'd)

3.2.5 Directory Listing (Cont'd)

3.2.5.6 Directory listings are provided in connection with each Customer service as specified herein.

Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. The listing is provided at no additional charge.

Additional Listing: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein.

Nonpublished Listings: Listing that are not printed in directories nor available from Directory Assistance. A Nonpublished Telephone Service will be furnished, at the customer's request, providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records.

Nonlisted Numbers: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.

3. Service Descriptions (Cont'd)

- 3.3 Emergency Services (Enhanced 911): Allows customers to reach appropriate emergency services including police, fire and medical services. Enhanced E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 Provider to the primary E911 provider for display at the Public Service Answering Point (PSAP).
- 3.4 Telecommunications Relay Service (TRS): Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to completed such calls.
- 3.5 Promotional Offering: The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering will be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

3.6 Inside Wire Maintenance

- 3.6.1 General: Premises wiring is wiring which connects separately housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the telephone network interface, located at the customer's premises and not within an equipment housing.
- 3.6.2 Fully-protected premises wiring is premises wiring which is:
- (a) No greater than 25 feet in length (measured linearly between the points where it leaves equipment or connector housings) and registered as a component of and supplied to the user with the registered terminal equipment or protective circuitry with which it is to be used.
 - (b) A cord which complies with 3.10.2.(a) preceding and which is extended once by a registered extension cord. Extension cords may be used as a substitute for wiring which for safety reasons should be affixed to or embedded in a building's structure.
 - (c) Wiring located in an equipment room with restricted access, provided that this wiring remains exposed for inspection and is not concealed or embedded in the building's structure, and that it conforms to Part 68 of the Federal Communications Commissions Rules and Regulations.
- 3.6.3 Protected premises wiring requiring acceptance testing for imbalance is premises wiring which is electrically behind registered equipment, system components or circuitry which assure that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages at the network interface.
- 3.6.4 Unprotected premises wiring is all other premises wiring.
- 3.6.5 Customers who intend to connect premises wiring other than fully-protected premises wiring to the telephone network shall give advance notice to the Telephone Company in accordance with the procedures specified in Part 68 of the Federal Communications Commission's Rules and Regulations or as otherwise authorized by the Federal Communications Commission.

3.6 Inside Wire Maintenance (contd.)

3.6.6 The Telephone Company may invoke extraordinary procedures specified in Part 68 of the Federal Communications Commission's Rules and Regulations where one or more of the following are present:

(a) Information provided in the supervisor's affidavit gives reason to believe that a violation of Part 68 of the Federal Communications Commission's Rules and Regulations is likely.

(b) A failure has occurred during acceptance testing for imbalance.

(c) Harm has occurred, and there is reason to believe that this harm was a result of wiring operations performed under Part 68 of the Federal Communications Commission's Rules and Regulations.

3.6.7 Basic wire maintenance does not cover:

- (a) PBX systems
- (b) Channel services
- (c) Coin operated telephone services
- (d) ISDN (PRI)
- (e) Pre-existing conditions; misuse; abuse; riot; acts of war; fire and acts of nature; Non-standard wire and jacks that do not comply with Part 68 of FCC Rules and/or the Company's technical standards; malfunctions resulting from the use of voice grade lines to transmit or receive data or signals beyond the operating parameters of the line; restoration of premises if asked to repair concealed wire; customer provided equipment (CPE); inside telephone wiring, jacks or other items used in connection with the telephone exchange of a provider other than the Company.

Basic wire maintenance does not provide for any direct repair work on other than the customer's premises wire and jacks. Inside wire maintenance may not be the customer's responsibility if their business is operating in a leased premises. Customers should contact their landlord or property manager to determine responsibility.

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SECTION 3 - DESCRIPTION OF SERVICES OFFERED, CONT.

3.7 Call Blocking

Upon requests, the Company will provide customer with free blocking of 900, 976 and 700 or informational numbers.

3.8 Touch Tone Capability

The Company will offer touch tone capability at no charge to customers.

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SECTION 4 - RATE SCHEDULES

4.1 Reserved for future use.

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SECTION 4 - RATES

4.2 Business Local Exchange Service Rates

4.2.1 Rates and Charges

A. Non-Recurring Charges

Non-recurring charges are shown in Section 4 of this tariff.

The following charges apply per access line per month. Rates and charges include touch tone service for each line.

B. Monthly Line Rates - Single Line Flat Rate

All Rate Groups	<u>MRC</u> \$45.00 per month
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SECTION 4 - RATES

4.2 Business Local Exchange Service Rates (contd.)

4.2.1 Rates and Charges (Cont'd)

C. Features Rates

Feature	Monthly Rate, per line
Voice Mail	\$2.50 per line per month
Voice Mail/E-mail	\$2.50 per line per month
Auto Attendant	\$10.00 per month
Call Block	\$3.49
Call Forward Busy Line	\$2.93
Call Forward Don't Answer	\$2.93
Call Fwd Don't Answer w/ Ring Control	\$2.98
Call Fwd Busy Line Multipath	\$2.62
Call Fwd Don't Answer Multipath	\$2.62
Call Fwd Variable	\$4.11
Call Fwd Variable-Remote Access	\$7.86
Customer Control Call Fwd Busy Line	\$5.45
Customer Control Call Fwd Don't Answer	\$5.45
Call Return	\$4.52
Call Selector	\$6.99
Call Trace	\$3.49
Call Waiting	\$3.49
Caller ID Basic	\$7.86
Caller ID Deluxe	\$9.61
Distinctive Ringing - 1st Line	\$7.86
Distinctive Ringing - 2nd Line	\$9.61
Hunting	\$14.49
Repeat Dial	\$3.90
Speed Call - 8	\$3.49
Speed Call - 30	\$4.73
*98 Access	\$2.06
Three Way Calling	\$4.11
Three Way Calling w/Transfer	\$5.24
Message Waiting Indication	\$0.51

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SECTION 4 - RATES

4.3 Local Line Charges (per local line)

4.3.1 Local Number Portability

	<u>MRC</u>
Per Line	\$0.35
Per Trunk	\$3.15

4.4 Reconnection Charge

\$30.00 per occurrence.

4.5 Directory Assistance

\$1.25 per call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. Call completion is provided where technically feasible.

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SECTION 5 - SPECIAL SERVICE ARRANGEMENTS

5.1 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. Rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval

EXHIBIT 5-B
NEO NETWORK DEVELOPMENT, INC.
ILLUSTRATIVE ACCESS SERVICE TARIFF

ACCESS SERVICE

REGULATIONS, RATES AND CHARGES APPLYING TO THE PROVISION OF
ACCESS SERVICE FOR CONNECTION TO INTRASTATE COMMUNICATIONS
FACILITIES AND SERVICES FURNISHED BY

NEO NETWORK DEVELOPMENT, INC.

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CHECK SHEET

The pages of this tariff, as listed below, are effective as of the date shown. Sheets with the effective date blank are effective as of _____, the original effective date of this tariff. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

ISSUING CARRIERS

Neo Network Development, Inc.

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

**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 changed regulation. |
| D | To signify discontinued rate or regulation. |
| I | To signify increased rate. |
| N | To signify new rate or regulation. |
| R | To signify reduced rate. |

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by Neo Network Development, Inc., hereinafter referred to as the Company, to customers within the State of Louisiana.

SECTION 1 – DEFINITIONS AND ABBREVIATIONS

Access Node: A remote node location that interconnects the Interconnect Layer to the Transport Layer via a NID, router or equivalent network equipment and provides the origination of the CPRI protocol provided by the RAN which terminates at one or more Remote Nodes and the Ethernet / IP connection that transports aggregated Customer IP data to the aggregation point, hub or head end.

Annual Rate Escalation: As of the effective date of this Tariff and on the anniversary date of the Effective Date, the Company may, unless otherwise specified by Customer Agreement, increase the recurring charges as defined in the Rate Tables below by an amount that is equal to the greater of three percent (3%) per year or the then current rate as established under the national Consumer Price Index ("CPI").

Backhaul Layer: As used by Company, the physical fiber connection or virtual connection that delivers the aggregated Ethernet / IP traffic from the router or similar network control equipment located at a Customer PoP, Head End or Aggregation point to the Customer switch center or destination address.

Burst Threshold: The level at which a circuit eclipses the CIR and is dynamically dimensioned for predefined periods of time to allow Customer data to be transported at data rates that exceed the original circuit dimension of record.

Burst Duration: The total amount of time over a billing cycle during which a circuit may exceed the CIR of the original circuit dimension of record prior to dynamically increasing the circuit dimension to a CIR of higher bandwidth and throughput.

Burst Events: The total number of times over a billing cycle during which a circuit may exceed the CIR of the original circuit dimension of record prior to dynamically increasing the circuit dimension to a CIR of higher bandwidth and throughput.

Business Hours: The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday, excluding Holidays.

Business Office: The primary location where the business operations of Company are performed and where the Company makes a copy of the Company's tariff available for public inspection. The address of the business is: 184 Shuman Blvd, Suite 575, Naperville, IL 60563.

Central Point of Control or C-POC: The physical location of the network Head End where the Customer Radio Access Network ("RAN") including but not limited to the system controllers, base band units or base transceiver equipment are hosted in a centralized facility. C-POC locations are customarily associated with DAS and D-RRH based wireless network architectures.

Cloud Communications: Internet-based voice and data communications where telecommunications applications, switching and storage are hosted by a third-party which are accessed over the public Internet.

SECTION 1 – DEFINITIONS AND ABBREVIATIONS, CONT'D.

Commission or MPSC: The Louisiana Commerce Commission (LCC).

Committed Information Rate (“CIR”): The amount of bandwidth allocated to a particular circuit which establishes the burstable threshold from which the capacity of a circuit may be increased or decreased in dimension and throughput.

Common Carrier: An authorized company or entity providing telecommunications services as a regulated, telecommunications utility.

Common Public Radio Interface (“CPRI”): A specification that standardizes the protocol interface or interconnect layer between the radio equipment controller and the radio equipment in wireless base stations and between system controllers or base band units and remote radio heads in distributed remote radio network architectures.

Company: The term “Company” means Neo Network Development, Inc.

Competitive Local Exchange Carrier (“CLEC”): A non-dominant, facilities based Common Carrier authorized to provide services as a regulated telecommunications utility within exchange areas.

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

Customer Agreement: The definitive contract in effect by and between Company and Customer that govern project activity which may include non-recurring charges for services and equipment provided by Company, Annual Rate Escalators, wholesale Dark, Dim or Lit services, special arrangements, Promotional services and recurring rate structures that are not otherwise contemplated in or covered by this Tariff.

Customer Equipment (“CPE”): Equipment, facilities, hardware and network elements that are owned, leased or otherwise controlled by the Customer that are installed within the Customer Premises or installed in, on or within facilities owned, operated, leased, licensed, permitted or otherwise, accessed using the Company’s status and entitlements as a regulated telecommunications utility and Statewide operating authority and are necessary for the Company to provision services under this Tariff and for the Customer operating licensed wireless spectrum to retain operational control of those network resources as a function of Federal Communications Commission rules, policy and procedure.

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

Dark Fiber: Service provided by the Company for the maintenance of optical fiber transmission capacity between Customer locations in which the light for the fiber is provided by the Customer on both ends, rather than the Company.

SECTION 1 – DEFINITIONS AND ABBREVIATIONS, CONT'D.

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

Demarcation Point (“Demarc”): The physical point at which the Company network connects with the Customer network, generally consisting of a physical network interface or virtual interface where Customer traffic is handed off to a third party or delivered to the Customer PoP.

Dim Fiber: Service provided by the Company for the transport of Customer data between Company and Customer locations in which the light for the fiber is provided on one end by the Customer and the other end by the Company.

Dynamic Bandwidth: A bi-directional circuit consisting of a transmission path of variable throughput, capable of bursting above the Committed Information Rate (“CIR”) for defined periods of time, supported by remotely configurable changes in static circuit dimension as defined within the Customer Service Order and Company billing, that carries Customer traffic between the RAN and Access Nodes over the Transport Layer.

Bandwidth on Demand: As used by Company, the function of dynamically or manually increasing or decreasing the dimensions of circuit and Customer billing based on the Customer’s utilization and consumption of bandwidth through a defined duration over a period of time, billing cycle or busy hour(s).

Distributed Antenna System (“DAS”): As used by Company, a network of interconnected network elements that transmit and receive RF signals from Customer Base Transmission Station (“BTS”) equipment located at a Head End and C-POC, that converts the Customer controlled RF signals to analog or digital optical transmission protocols which are interconnected to and then transported over a fiber optic media, to one or more optical repeaters, installed and hosted at geographically distributed locations. The remote optical repeater then bi-directionally converts the optical signals to RF for transmission to the Customers’ wireless subscribers and converts received RF signals from the Customers’ wireless subscribers to digital or analog optical signals to be transported back to the Customer BTS equipment.

Distributed Point of Control (“D-POC”): The physical locations where the Customer Radio Access Network (“RAN”) including but not limited to the system controllers, base band units or base transceiver equipment are hosted at geographically distributed locations in lieu of a Central Point of Control (“C-POC”) or DAS Head End.

Distributed Remote Radio Heads (“D-RRH”): A used by Company, a network of components including a series of one or more remote radio heads (“RRH”) installed on and hosted at geographically distributed locations which are interconnected to base band units or system controllers in a D-POC or C-POC configuration that converts the Customer controlled RF signals to CPRI transmission protocols which are interconnected to and then transported over a fiber optic media, to one or more remote radio heads, installed and hosted at geographically distributed locations. The remote radio heads then bi-directionally converts the CPRI transmission protocol to RF for transmission to the Customers’ wireless subscribers and converts received RF signals from the Customers’ wireless subscribers to CPRI transmission protocols to be transported to the Customer system controllers or base band units.

SECTION 1 – DEFINITIONS AND ABBREVIATIONS, CONT'D.

Fiber Aggregation: As used by Company, the bundling, provisioning and inter-connection of existing fiber optic network which may include existing fiber owned or controlled by others which are leased, licensed or otherwise acquired via indefeasible right of use ("IRU") agreement and construction of new fiber optic network facilities owned by Company and the integration of newly constructed facilities with the previously unbundled network elements into a ubiquitous fiber optic network.

Head End: A physical location, building or structure used to house the Company equipment and Customer equipment used to transfer originating and terminating traffic between various network elements of the Company and Customer.

Internet Protocol ("IP") Backhaul: The digital transport of aggregated Customer data from the backbone network to the Customer Network Core over a broadband internet connection.

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

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

Interconnect Layer: As used by company, the physical connection between Customer owned system controller(s), base band unit(s) or BTS and the remote node whereby the CPRI protocol for D-RRH networks or the digital or analog RF over fiber for DAS networks is transmitted and received between the applicable network elements.

Interruption: The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not 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.

Interexchange Carrier: A Common Carrier authorized to provide services between exchange areas.

Lambda: A specific wavelength on a fiber optic system.

Lit Fiber: Service provided by Local Exchange Carriers ("LEC") for the maintenance of optical fiber transmission capacity between customer locations in which the light for the fiber is provided by the Company on both ends.

SECTION 1 – DEFINITIONS AND ABBREVIATIONS, CONT'D.

Mileage Rate: Nonrecurring or recurring Monthly, quarterly or other periodic charges to the Customer for which physical route distances are calculated using the actual, measured fiber distance from one or more centrally located (“C-POC”) or geographically distributed (“D-POC”) system controller(s) or base band unit(s) to each adjacent or daisy chained NID or DEMARC located on or near remote node locations which are rounded up in increments of .1 miles. Mileage Rate charges may be calculated based on route distance or fiber distance per fiber strand or fiber pair per month as applicable and set forth in the Rate Table included below or as specified in the Customer Agreement or individual service order.

Network Interface: A physical connection that interfaces two or more active or inactive network elements.

Network Interface Device: An active network element that is used to aggregate, address and route Customer data over fiber optic network the Transport Layer.

Node: A is an active electronic device used as a connection point, a redistribution point or a communication endpoint. A physical network node is attached to a network, and is capable of sending, receiving, or forwarding information over a communications channel.

Non-Business Hours: The time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, and all day Saturday, Sunday, and Holidays.

Nonrecurring Charges: Charges to the Customer for services and equipment, assessed by the Company once, usually at the origination or termination of services, and/or installation of equipment on a per project basis.

Physical Layer Backhaul: As used by Company, a direct, physical segment of a fiber optic based telecommunications network that interconnects the Company network

Point of Control (“POC”): The equipment located at one or more physical locations where the Customers control of their RAN equipment connects to and interfaces with the equipment owned and network elements which are operated and controlled by Company, whereby the Customer maintains the ability to configure, reconfigure, modify, enable or disable the transmission of the source of RF signal and operation of their Equipment in compliance with the regulatory requirements and in conformance with Federal Communications Commission (“FCC”) licensing rules and standards compliance.

Pro Rata: As used by Company means those Recurring and Nonrecurring charges which are included in the Customer Agreement which are based upon proportions of the network operating burdens which are calculated on the basis of utilization by Customer as a percentage of the shared facilities or active fibers in use by each Customer under a collocation model.

Radio Access Network (“RAN”): CPE located at one of more physical locations where the Customers control of their licensed RF spectrum connects to and interfaces with the network that connects to the Customer network core and to the Remote Radio Network. The RAN is generally comprised of system controllers, base band units, BTS equipment, eNodeB or related equipment which supplies, transmits and receives RF signals, intelligence and control data.

SECTION 1 – DEFINITIONS AND ABBREVIATIONS, CONT'D.

Radio Frequency (“RF”): A frequency or band of frequencies that are used for radio communications and broadcasting.

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

Remote Node: A geographically distributed node location that interconnects the Interconnect Layer to the Transport Layer via a NID, router or equivalent network equipment and provides the terminating end point of the CPRI protocol provided by the RAN which originates at one or more geographically distributed Access Nodes or centralized RAN and the Ethernet / IP connection that transports aggregated Customer IP data (“D-RRH”) or the RF over fiber signal (“DAS”) to the aggregation point, hub or head end.

Remote Radio Network (“RRN”): As used by Company, a network of components which transmit and receive RF signals that includes a series of one or more remote radios generally encompassing Wi Fi access points, femto cells, pico cells, micro cells, metro cells, software defined radios and Customer BTS equipment installed on and hosted at geographically distributed locations throughout the service area. Each remote radio may be connected and backhauled to the Customer Network Core via individual Ethernet / IP circuits or may be aggregated over fiber and transported to a designated aggregation point and backhauled to the customer network core.

Right of Way Usage Fees: As used by Company, include but are not limited to qualified Recurring and Nonrecurring fees, charges and impositions which are levied by Federal, State, Municipal, Transportation or other Quasi-municipal agencies which may be itemized and included in the Customer invoice separately from those fees and charges as listed in the Rate Tables included with this Tariff. These fees may include conduit and duct usage fees, franchise fees, Right of Way usage, equipment and antenna attachment fees, private easements and related operating burdens specific to a given network.

Service: Any service or services, singly or in any combination, offered pursuant to the terms of this tariff.

Telecommunications: The transmission of voice and/or data communications between two or more points.

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

Term Agreement: An agreement between the Company and the Customer for a fixed period of time.

Transport Layer: As used by Company, the physical fiber connections that interface with the geographically distributed DEMARC or network interfaces that enable the aggregation, transmission and reception of Ethernet / IP transmission protocols from remote node locations to a NID, router or similar network equipment located within a Customer PoP, aggregation point or Head End.

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with the provision of dedicated and shared Interconnect, Transport and Backhaul services configured as point-to-point and point to multi-point between points within the State of Louisiana.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. 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

2.1.2.1 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.

2.1.2.2 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 carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

2.1.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

2.1.3.2 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.

SECTION 2 – RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.3 Terms and Conditions, Cont'd.

2.1.3.3 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 30 days' written 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 which by their nature extend beyond the termination of the term of the service order shall survive such termination.

2.1.3.4 Service may be terminated upon written notice to the Customer if:

- (1) the Customer is using the service in violation of this tariff; or
- (2) the Customer is using the service in violation of the law.

2.1.3.5 This tariff shall be interpreted and governed by the laws of the State of Louisiana regardless of its choice of laws provision.

2.1.3.6 No other telecommunications provider may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

2.1.3.7 To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

SECTION 2 – RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Liability of the Company

- 2.1.4.1 The liability of the Company for damages arising out of 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 arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.1.4.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government or any state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties when it does not involve the Company's employees.
- 2.1.4.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- 2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

SECTION 2 – RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Liability of the Company, Cont'd.

- 2.1.4.5 Explosive Atmosphere. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.5 as a condition precedent to such installations.
- 2.1.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.1.4.7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- 2.1.4.8 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.**

SECTION 2 – RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.5 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.

The Company will perform adequate scheduling so as to provide service to a customer at a mutually agreed upon time. On a monthly basis, 90% of the commitments to customers with respect to the date of installation of primary basic local exchange service shall be met. The Company will take corrective action if the rate of met commitments falls below 90% for 3 consecutive months. Customer-caused delay or customer-missed appointments will not be figured into the rate of met commitments.

Calls requesting local directory assistance shall be answered within 10 seconds. The Company will take corrective action if its average answer time per month for local directory assistance calls is more than 10 seconds for 3 consecutive months.

The Company will maintain service so that the average monthly rate of initial customer trouble reports in any wire center area is not more than 6 per 100 access lines per month, exclusive of all of the following: (a) Reports concerning interexchange calls. (b) Trouble found in equipment that is not the provider's. (c) Nonregulated customer premises equipment or inside wiring. For the purpose of administering this rule, each party line customer shall be considered to have 1 local access line. Multiple trouble reports that are attributable to a common cause or defect shall not be aggregated. Rather, a separate report shall be counted for each customer line reported in trouble. A provider shall take corrective action if a customer trouble report rate is more than 6 per 100 access lines per month in a wire center area for 3 consecutive months.