

KANSAS TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for Local Exchange and/or Exchange Access telecommunications services within the State of Kansas by ExteNet Systems, Inc. This tariff is on file with the Kansas Corporation Commission. Copies may be inspected, during normal business hours, at the following locations:

ExteNet Systems, Inc.
3030 Warrenville Rd.
Suite 340
Lisle, IL 60532

Or

Kansas Corporation Commission
1500 S.W. Arrowhead Road
Topeka, KS 66604

Issued: April 5, 2013

Effective: July 18, 2013

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CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

<u>Page Number</u>	<u>Revision</u>	<u>Page Number</u>	<u>Revision</u>
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* - Indicates pages submitted with most recent filing.

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TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the APSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14
- 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).1.
 - 2.1.1.A.1.(a).1.(i).
 - 2.1.1.A.1.(a).1.(i).(1).
- D. **Check Sheets** - When a tariff filing is made with the KCC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is 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 the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the KCC.

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EXPLANATION OF SYMBOLS

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

- (C) - To signify changes
- (D) - To signify decreased rate
- (I) - To signify increased rate.

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APPLICATION OF TARIFF AND DESCRIPTION OF SERVICE

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange and exchange access services within the State of Kansas.

Service is offered for dedicated point-to-point circuits to non-residential customers on a Distributed Antenna System pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules of this tariff. Service is not offered or available for purchase by residential and/or business end users.

Service is available 24 hours per day, seven days per week and is subject to the availability of necessary equipment and facilities and the economic feasibility of providing such necessary equipment and facilities.

Services are offered via the Company's facilities (whether owned, leased, or under contract) where available in combination with resold services provided by other certificated carriers.

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SECTION 1 — DEFINITIONS

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

Collocation: An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

Company: ExteNet Systems, Inc.

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

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

Dark Fiber: Unactivated optical fiber deployed without opto-electronics and through which no light is transmitted and no signal is carried.

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

Dim Fiber: Unactivated optical fiber deployed with opto-electronics on one end owned by the customer, and on one end owned by the Company, and which may carry signals.

Distributed Antenna System ("DAS"): As used by Company, a network of components that input an RF signal from Customer equipment located at a Head End, convert it to an optical signal, transport it on fiber optic facilities to one or more remote locations, and then re-convert it back to an RF signal that is transmitted from an antenna at the remote location. This network is bi-directional, and the same components input an RF signal from an antenna at the remote location, convert it to an optical signal, transport it on fiber optic facilities to a Head End, and then re-convert it back to an RF signal that is handed off to Customer equipment located at a Head End.

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 Company and Customer.

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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. All ICB contracts will be made available to the Commission upon request.

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.

IXC or Interexchange Carrier: A long distance telecommunications services provider.

Lambda: A specific wavelength on a fiber optic system.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.

Local Interconnection Trunking Service: A local circuit administration point, other than a cross-connect or an information outlet that provides capability for routing and re-routing circuits.

Non-Recurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Permanent Virtual Circuit ("PVC"): A bi-directional transmission path of variable bandwidth that carries RF traffic between a Company Head End and one or more remote Point(s) of Presence, provisioned on a Company-provided DAS.

Point of Presence ("POP"): A physical location at the remote end (i.e., non-Head End) of a PVC that hosts Company and/or Customer RF/optical conversion, fiber interconnect, and/or multiplexing equipment that is connected to the fiber optic system carrying the PVC.

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DEFINITIONS (cont'd.)

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.

RF: Radio Frequency.

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

SONET: Synchronous Optical Network standard for optical telecommunications transport services developed by the American National Standards Institute.

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

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SECTION 2—RULES AND REGULATIONS

2.1 Undertaking of the Company and Use of Service

This tariff contains the regulations and rates applicable to intrastate resale and facilities-based telecommunications services provided by ExteNet for telecommunications between points within the State of Kansas. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules.

The Company offers service to all those who desire to purchase service from the Company consistent with the provisions of this tariff. Customers interested in the Company's services shall file a service application with Company which fully identifies the Customer, the services requested, and other information requested by the Company.

The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due to such service arrangements.

Service may be used by the Customer for any lawful purpose for which the service is technically suited. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, process, or code. All right, title and interest to such items remain, at all times, solely with the Company. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

The use of ExteNet's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited. The use of ExteNet's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

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2.2 Limitations on Liability

- A. The Company disclaims all responsibility for the conduct of local emergency response centers and the national emergency calling center and disclaims all responsibility for routing its customer's 911 calls to those centers. Company rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. Company disclaims any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. NEITHER COMPANY NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, OR CAUSES OF ACTION, ARISING FROM OR RELATING TO OUR 911 DIALING SERVICE UNLESS SUCH CLAIMS OR CAUSES OF ACTION AROSE FROM OUR GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT. Customer and their subscribers shall defend, indemnify, and hold harmless Company, our officers, directors, employees, affiliates and agents from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, our customers and/or their subscribers or any third party relating to the absence, failure or outage of the service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the service to be able to use 911 Dialing or access emergency service personnel. Wherever herein the term "911 Dialing" appears, it is to be understood to include E911.
- B. Company will not be liable for any delay or failure to provide the service, including 911 Dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:
1. an act or omission of an underlying carrier, service provider or other third party;
 2. equipment, network or facility failure;
 3. equipment, network or facility upgrade or modification;
 4. force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions:

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5. equipment, network or facility shortage;
6. equipment or facility relocation;
7. service, equipment, network or facility failure caused by the loss of power;
8. outage of, or blocking of ports or other impediment to usage of the service caused by any third party;
9. any act or omission by its customer or any person using the service or device provided to our customers and/or their subscribers; or
10. any other cause that is beyond our control, including, without limitation, a failure of or defect in any device, the failure of an incoming or outgoing communication, the inability of communications including, without limitation, 911 Dialing, to be connected or completed, or forwarded.

C. Company's liability to its Customers shall be further limited as set out in this paragraph. Customer shall only be entitled to compensation from Company for interruption of service. Service interruption shall be deemed to begin when Customer reports that fact to Company. In the event of a service interruption, and provided Customer has requested such credits within thirty (30) days of the service interruption, Company shall provide to Customer the following credits toward future charges upon Customer's request: If the service interruption lasts for less than one (1) hour, Customer shall receive no credit allowance; if the service interruption lasts for at least one (1) hour but no longer than twenty-four (24) hours, Customer shall receive a credit allowance equal to 1/30th of the monthly recurring charges for the interrupted services for the first twenty-four (24) hour period of interrupted services thereafter; if the service interruption lasts for more than twenty four (24) hours, Customer shall receive a credit allowance as aforesaid for the first twenty-four (24) hours, plus 2/30ths of the monthly recurring charges for the interrupted services for each continuous twenty-four (24) hour period (or portion thereof) of interrupted services thereafter. Service interruption credits shall not be provided, for service interruptions due to: (i) Customer, its agents or its subscribers, (ii) Customer or subscriber equipment, whether owned or leased from third parties, (iii) third parties, (iv) force majeure events, (v) scheduled maintenance, (vi) emergency maintenance, (vii) Company's

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inability to access or utilize any property or equipment not owned or controlled by Customer or its subscribers, (viii) local area network (LAN) or Internet service provider (ISP), (ix) failure of any components outside Company's network, (x) interconnections to or from the connectivity with other ISP's networks, (xi) traffic exchange points which are controlled by third parties, (xii) any other cause other than a service interruption caused by failure of network facilities or equipment owned and controlled by Company ("Excluded Causes"). The duration of a service interruption may not be aggregated with any other outage. Service interruption credits in a month shall not exceed one hundred percent (100%) of the monthly recurring charges of the affected service and may not be carried over from month to month. Our total liability for credits for service Interruption shall not exceed, in any one month, the monthly recurring charges for the affected Customer's services. The credits described herein are Customers' sole and exclusive remedies for any service interruption. Customers' subscribers shall look solely to Customer for any service interruption. Company's aggregate liability will in no event exceed the service charges with respect to the affected time period.

- D.** IN NO EVENT WILL COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES IN CONNECTION WITH THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, COMPENSATORY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.
- E.** COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF

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MERCHANTABILITY, FITNESS OF THE SERVICE OR DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET ITS CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE SERVICE OR DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER COMPANY NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO ITS TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, ITS CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF COMPANY'S NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY COMPANY OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

2.3 Notification of Service Affecting Activities

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

2.4 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

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- B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment; or
 - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.5 Non-Routine Installation

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

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2.6 Special Construction

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

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

2.7 Obligations of the Customer

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

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- C. providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.7 (D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

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- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

2.8 Liability of the Customer

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

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2.9 Customer Equipment and Channels

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

2.10 Billing and Collection of Charges

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for payment of all charges incurred by the Customer for services and facilities furnished to the Customer by the Company.

- A.** Non-recurring charges are due and payable upon receipt of the invoice mailed to the Customer by the Company.
- B.** Unless Company and Customer agree on a contractual basis that payment to Company shall be made on or before the first of the month without the use of

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monthly invoices, Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided. Recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of not more than 3% of the unpaid balance shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F. The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Kansas Corporation Commission in accordance with the Commission's rules of procedure.
- G. If service is disconnected by the Company and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, restoration of service will be subject to the rates of this tariff.

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2.11 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons provided in this Section. Customers will be provided not less than seven (7) days written notice prior to discontinuance unless otherwise indicated.

- A.** Upon nonpayment of any regulated amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability.
- B.** Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C.** Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D.** Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- E.** Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- F.** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- G.** Without notice in the event of tampering with the equipment or services furnished by the Company.
- H.** Upon thirty (30) days' notice in the event Company, for any reason, in good faith, deems itself insecure with respect to the prospect of payment of future demanded

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sums, or if the Company, for any reason, determines that it no longer wishes to offer the Service to the Customer.

2.12 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company with either verbal or written notice of desire to terminate service.

2.13 Notices and Communications

Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 3--RATE SCHEDULES

SCHEDULE 1: DEDICATED POINT-TO-POINT PERMANENT VIRTUAL CIRCUIT ("PVC") TRANSPORT SERVICE

Service Description

Dedicated Point-To-Point PVC Transport Service is available on the Company's Distributed Antenna Systems. Dedicated Point-To-Point PVC Transport Service begins at a Company Head End. Customers are responsible for providing or obtaining circuits to connect from their networks to the Company Head End. The Head End contains Customers' circuit terminating equipment, Base Transceiver Station and related peripheral equipment, as well as Company's and/or Customer's RF/Optical conversion equipment. The RF/Optical conversion equipment converts Customers' RF signals into optical signals, and places those signals into a PVC that traverses Company DAS network facilities between the Head End and one or more Points of Presence ("POPs").

Monthly Recurring Rate Elements

The following monthly recurring rate elements apply to Dedicated Point-To-Point PVC Transport Service:

Signal Conversion Rate

Signal Conversion Rates apply where Company owns the RF/optical conversion equipment. Signal Conversion Rates are not applicable when the Customer owns the RF/optical conversion equipment.

Local Signal Conversion Rate

A Local Signal Conversion Rates applies when the RF/optical conversion equipment located at the Head End is owned and operated by Company.

Remote Signal Conversion Rates

Remote Signal Conversion Rates apply when the RF/optical conversion equipment located at the POPs distributed throughout a Company network is owned and operated by Company.

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RATE SCHEDULES (cont'd.)

Committed Information Rate

The Committed Information Rate ("CIR") of a PVC is the amount of bandwidth selected by Customer to carry the RF traffic that is optically converted and transported over the Company DAS network, stated in MegaHertz ("MHz") and made available in Tiers (increments) of 5 MHz to 60 MHz per PVC.

Permanent Virtual Circuit ("PVC") Rate Elements

PVC Rate Elements relate to both the physical layer and the bandwidth required to create a PVC to transport Customer's CIR from the Head End to one or more POPs on the Company DAS network. The rate elements that will apply depend on the type of optical conversion and multiplexing methodology used to aggregate one or more Customer CIR Tiers over a PVC to one or more POPs.

Dedicated Strand Charge

The Dedicated Strand Charge applies to PVCs utilizing one or more dim or dark fibers between the Head End and the POP(s).

Wave Division Multiplexed ("WDM") Charge

The WDM Charge applies to PVCs utilizing one or more lambdas engineered with WDM technology and equipment on a fiber between the Head End and the POP(s). The WDM charge applies to all current and future variations of WDM, including but not limited to Coarse Wave and Dense Wave Division Multiplexing in both analog and digital transport topologies.

SONET Ring Charge

The SONET Ring Charge applies to a PVC deployed on a SONET ring network configuration, using Dedicated Strand(s) or WDM, engineered in a point to multi-point configuration. SONET Ring PVCs may be provisioned using customary add/drop, physical interconnect

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or WDM technology for both originating and terminating traffic, from a head end to one or more POPs connected to the SONET Ring.

Add/Drop Charges

Add/Drop charges apply to each POP requested by Customer on a SONET Ring or point-to-multi-point PVC.

Non-Recurring Rate Elements

The following non-recurring rate elements may apply to Dedicated Point-To-Point PVC Transport Service:

Lateral Construction Charge

A Lateral Construction Charge applies where POPs requested by Customer are to be integrated into a Company network and the cost of construction of the lateral and/or building riser facilities cannot reasonably be recovered by Company over the expected duration of service to Customer.

Lateral Connection Charge

A Lateral Connection Charge applies where POPs requested by Customer are to be integrated into a Company network and the cost of (i) interconnecting to circuits or facilities not owned by Company, and/or (ii) non-standard interconnection requested by Customer, cannot reasonably be recovered by Company over the expected duration of service to Customer.

Network Connection Charge

A Network Connection Charge applies where Company provides certain specified network integration and connection services to integrate and optimize the physical and virtual connections between Company and Customer equipment.

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RATE SCHEDULES (cont'd.)

	<u>PVC RATE ELEMENT</u>	<u>CURRENT MONTHLY RECURRING CHARGE</u>	<u>MAXIMUM MONTHLY RECURRING CHARGE</u>	<u>CHARGING BASIS</u>
<u>1.1</u>	<u>SIGNAL CONVERSION</u>			
1.1.1	Local Signal Conversion	\$500.00	\$750.00	Per Month Per POP
1.1.2	Remote Signal Conversion	\$2,000.00	\$3,000.00	Per Month Per POP
<u>1.2</u>	<u>COMMITTED INFORMATION RATES</u>			
1.2.1	Tier 1: 5 MHZ	\$2,000.00	\$3,000.00	Per Month Per POP
1.2.2	Tier 2: 10 MHZ	\$2,275.00	\$3,412.50	Per Month Per POP
1.2.3	Tier 3: 15 MHZ	\$2,425.00	\$3,637.50	Per Month Per POP
1.2.4	Tier 4: 20 MHZ	\$2,575.00	\$3,862.50	Per Month Per POP
1.2.5	Tier 5: 25 MHZ	\$2,725.00	\$4,087.50	Per Month Per POP
1.2.6	Tier 6: 30 MHZ	\$2,875.00	\$4,312.50	Per Month Per POP
1.2.7	Tier 7: 35 MHZ	\$3,025.00	\$4,537.50	Per Month Per POP
1.2.8	Tier 8: 40 MHZ	\$3,175.00	\$4,762.50	Per Month Per POP
1.2.9	Tier 9: 45 MHZ	\$3,325.00	\$4,987.50	Per Month Per POP
1.2.10	Tier 10: 50 MHZ	\$3,475.00	\$5,212.50	Per Month Per POP
1.2.11	Tier 11: 55 MHZ	\$3,625.00	\$5,437.50	Per Month Per POP
1.2.12	Tier 12: 60 MHZ	\$3,775.00	\$5,662.50	Per Month Per POP
<u>1.3</u>	<u>PERMANENT VIRTUAL CIRCUIT ELEMENTS</u>			
1.3.1	Dedicated Fiber Strand	\$5,200.00	\$7,800.00	Per Month Per Strand
1.3.2	WDM	\$3,900.00	\$5,850.00	Per Month Per POP
1.3.5	SONET Ring	\$2,080.00	\$3,120.00	Per Month Per Ring
1.3.6	Add / Drop	\$625.00	\$937.50	Per Month Per Drop
<u>2</u>	<u>NON-RECURRING ELEMENTS</u>	<u>NON- RECURRING CHARGES</u>		
2.1	Lateral Construction Charge	\$200,000.00	\$300,000.00	Per POP
2.2	Lateral Connection Charge	\$30,000.00	\$45,000.00	Per POP
2.3	Network Connection Charge	\$100,000.00	\$150,000.00	Per Network

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RATE SCHEDULES (cont'd.)

SCHEDULE 2: COLLOCATION

Service Description

Collocation service allows a Customer to place Customer's telecommunications equipment on certain of the Company's premises and within space allocated at the Company's Head Ends, in designated locations at such premises. Collocation shall be subject to the availability of appropriately sized and located space at such locations. The prices, terms and conditions of collocation shall be negotiated between the Company and Customer on a site-specific basis. The Company shall provide space that is appropriately conditioned for Customer's equipment.

SCHEDULE 3: SPECIAL CONSTRUCTION

Service Description

Special construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. The Company will determine whether to undertake special construction, and what charges should apply. Special construction may be undertaken in the following circumstances:

- (a) where facilities are not presently available;
- (b) where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;
- (c) where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) where the service is in a quantity greater than that which the Company would normally provide;
- (e) where service is requested on an expedited basis;

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- (f) where service is requested on a temporary basis until permanent facilities are available;
- (g) where the service requested involves abnormal costs; or
- (h) where service is requested in advance of the Company's normal construction schedule.

SCHEDULE 4: TIME AND MATERIALS SERVICE

Service Description

This service provides for the Time and Materials charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non-routine.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer time, materials and for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Materials Charges listed below shall apply.

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Materials Charges will apply. If installation is started during

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regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

SCHEDULE 5: INDIVIDUAL CASE BASIS CONTRACTS

Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings or Special Construction. Contracts will be offered in response to the specific, individual requirements of the customer. Such contract rates or customer specific pricing differs from the Company's standard or general tariffed offerings because they are based on special circumstances such as a volume or term commitment, or a customer specific service arrangement. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company.

Contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 90 days of the contract's effective date. Each ICB contract is subject to the Commission's rules and regulations for such contracts.

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