

Neo Network Development Inc.
184 Shuman Blvd. Suite 575
Naperville, IL 60563

COMPETITIVE LOCAL CARRIER/NONDOMINANT INTEREXCHANGE CARRIER

Tariff Schedule Applicable to
INTRASTATE DEDICATED POINT-TO-POINT SERVICES
of
NEO NETWORK DEVELOPMENT, LLC
X-XXXX-XX

Applying to Dedicated Point-To-Point Communications Services Between Points In The State Of Michigan, And Containing Rates, Rules And Regulations Governing Service

Advice Letter No. 1
Decision No.

Issued by:
Laurance Lewis
EVP / General Counsel

Date Filed:
Effective:
Resolution No.:

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CHECK SHEET

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

Sheet	Number of Revision	Sheet	Number of Revision	Sheet	Number of Revision
1	Original*	26	Original*		
2	Original*	27	Original*		
3	Original*	28	Original*		
4	Original*	29	Original*		
5	Original*	30	Original*		
6	Original*	31	Original*		
7	Original*	32	Original*		
8	Original*	33	Original*		
9	Original*	34	Original*		
10	Original*	35	Original*		
11	Original*	36	Original*		
12	Original*	37	Original*		
13	Original*	38	Original*		
14	Original*	39	Original*		
15	Original*	40	Original*		
16	Original*	41	Original*		
17	Original*	42	Original*		
18	Original*	43	Original*		
19	Original*	44	Original*		
20	Original*	45	Original*		
21	Original*	46	Original*		
22	Original*	47	Original*		
23	Original*				
24	Original*				
25	Original*				

* Included in this filing

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TARIFF FORMAT

This tariff is divided into the following major sections:

General

Section 1: Definitions

Section 2: General Regulations

Section 3: Rules

Section 4: Rate Schedules

- 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 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 California Public Utilities Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the California Public Utilities Commission follows in their tariff approval process, the most current sheet number on file with the California Public Utilities Commission is not always the tariff sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence:** There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
 - 2.1.1.1.1
 - 2.1.1.1.1.1
 - 2.1.1.1.1.1.1
- D. Check Sheets:** When a tariff filing is made with the California Public Utilities Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

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Preliminary Statement

This tariff sets forth all effective rates and rules together with information relating to Neo Network Development (referred to herein as “Company”).

Company has filed for authority to operate as a non-dominant, facilities based, Competitive Local Exchange Carrier (CLEC”) within the State of Michigan to provide local exchange and interexchange telecommunications services Statewide. This Tariff is on file with the Michigan Public Service Commission (“Commission” or “MPSC”), and copies may be inspected during normal business hours at the Company’s principal place of business.

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EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges
- (D) To signify discontinued material, including listing, rate, rule or condition
- (I) To signify increase
- (L) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition
- (N) To signify new material including listing, rate, rule or condition
- (R) To signify reduction
- (S) To signify reissued regulations
- (T) To signify change in text but not change in rate, rule or condition
- (Z) To signify a correction

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SERVICE AREA MAPS



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SERVICE AREA MAPS

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1 DEFINITIONS

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.

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).

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, 60563.

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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 central 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.

Commission or MPSC: The Michigan Public Services Commission.

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

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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.

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.

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

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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.

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.

Effective Date: The Effective Date as used by Company, governing the effective date of the recurring rates reflected in the Rate Tables below shall be January 1, 2015. These rates shall automatically adjust on the first day of January in accordance with the Annual Rate Escalator or by individual Customer Agreement.

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.

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1 DEFINITIONS (cont'd.)

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.

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.

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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.

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

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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.

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1 DEFINITIONS (cont'd.)

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.

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.

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.

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2 GENERAL REGULATIONS

2.1 LIABILITY

The Company concurs in the Limitations of Liability as filed in the Pacific Bell Tariff No. A2, as amended.

2.2 LIMITATIONS OF SERVICE

2.2.1 Service requested by Customers is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.2.2 Subject to Commission approval, the Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.

2.2.4 Subject to Commission approval, the Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

2.2.5 The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

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2 GENERAL REGULATIONS (cont'd.)

2.3 USE OF SERVICE

- 2.3.1** Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2** 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.
- 2.3.3** 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.
- 2.3.4** Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

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2 GENERAL REGULATIONS (cont'd.)

2.4 RESPONSIBILITIES OF THE CUSTOMER

The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) for assuring that users comply with tariff regulations; 4) timely payment of recurring and non-recurring charges.

The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.

The Customer is responsible for maintaining its terminal and interconnection equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.

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2 GENERAL REGULATIONS (cont'd.)

2.5 SPECIAL ARRANGEMENTS AND CONSTRUCTION

Special 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 and charges for special arrangements or special construction will be offered to the Customer in writing and on a non-discriminatory basis.

Where the Company furnishes a facility or service under a special arrangement or special construction, charges will be based on the costs incurred by the Company and may include: (1) non-recurring charges; (2) monthly recurring charges; (3) termination liabilities; or (4) combinations thereof.

2.5.1 Basis for Cost Computation

Costs for special construction may include one or more of the following items to the extent they are applicable:

2.5.1.1 Cost of installed facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs may include:

- (a) installation of equipment and materials provided or used;
- (b) engineering, labor and supervision during construction;
- (c) transportation of materials; and
- (d) rights of way required for transmission facilities;

2.5.1.2 Cost of maintenance;

2.5.1.3 Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

2.5.1.4 Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

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2 GENERAL REGULATIONS (cont'd.)

2.5 SPECIAL ARRANGEMENTS AND CONSTRUCTION (cont'd.)

2.5.1 Basis for Cost Computation (cont'd.)

2.5.1.5 License preparation, processing and related fees;

2.5.1.6 Tariff preparation, processing and other related regulatory fees;

2.5.1.7 Any other identifiable costs related to the facilities provided; and

2.5.1.8 An amount for return and contingencies.

2.5.2 Termination Liability

Unless otherwise mutually agreed to in writing between Company and Customer and to the extent that there is no other requirement for use by the Company, an early termination liability may apply to existing facilities, services and other facilities specially constructed at the request of the Customer.

2.5.2.1 The early termination liability period is the remaining term of the contracts or agreement(s) governing Customers use of Company facilities and services.

2.5.2.2 The amount of the maximum termination liability is equal to the remaining contract value of the agreement including the full amount of any nonrecurring payments due and payable and the total of any recurring payments, discounted to net present value.

2.5.2.3 The applicable termination liability will be calculated based on the following:

2.5.2.3.1 Multiplying the sum of the amounts determined as set forth in Section 2.5.1 above by a factor related to the unexpired period of liability and the discount rates reducing the recurring payments to net present value and for the return of Company equipment and contingencies.

2.5.2.3.2 The amount determined in Section 2.5.1 above shall be adjusted to reflect the predetermined estimate net salvage, if any, including any reuse of the facilities provided.

2.5.2.3.3 The final termination liability is then adjusted to reflect applicable taxes, regulatory fees and other operating burdens

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which remain, increase or decrease following the Customers early termination of services.

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2 GENERAL REGULATIONS (cont'd.)

2.6 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

2.7 PROMOTIONS

From time to time, the Company may offer services, waive specific charges or vary service rates for promotional, market research or other similar business purpose.

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3 RULES

No. 1 DESCRIPTION OF SERVICE

Service is offered for dedicated and shared Interconnect, Transport and Backhaul services configured as point-to-point and point to multi-point circuits 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 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 aggregated in various combinations of new or special construction and existing facilities owned, leased, or under contract) where available in combination with resold services provided by other certificated carriers.

Customer may elect to subscribe to Company services in accordance with this tariff or to enter into private agreement(s) with Company for alternative pricing at the Customers option. In the event the Customer elects to enter into private agreements, Company will administer these agreements in compliance with State and Federal law and within the rules, regulations and procedures as set forth by the Commission.

COMPETITIVE LOCAL CARRIER/NONDOMINANT INTEREXCHANGE CARRIER

3 RULES (cont'd.)

No. 2 APPLICATION FOR SERVICE

Applicants must initiate service with the Company pursuant to a completed and signed written service order or by separate Customer Agreement. Prior to finalizing a written agreement for services, the Company will inform Customer of all rates and charges for the desired services and any other rates or charges that will appear on the Customer's first bill.

In addition, within 10 days of initiating service, the Company will provide a new Customer a written statement of all material terms and conditions affecting what the Customer will pay for services provided by Company.

The Company shall provide applicants who are denied service for failure to establish credit or pay a deposit the reason for the denial in writing within 10 days of the service denial.

2.1 Cancellation of Application for Service

Where the applicant cancels an application for service provided under this Tariff prior to the receipt of final order confirmation, or prior to the start of engineering for special construction, no recurring charge applies.

Where engineering or installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply. Such charges will be calculated on an ICB.

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COMPETITIVE LOCAL CARRIER/NONDOMINANT INTEREXCHANGE CARRIER

3 RULES (cont'd.)

No. 3 CONTRACTS

Contracts will be used in special circumstances where Customer requests and Company agrees to provision services lieu of the services offered in this Tariff and for Individual Case Basis ("ICB") service offerings, Special Construction, Promotions, research and development projects or ancillary services. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. To the extent the Contracts provide for the provisioning of Company services in lieu of this tariff, such 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 administration in conformity with the Commission's rules and regulations for such contracts.

COMPETITIVE LOCAL CARRIER/NONDOMINANT INTEREXCHANGE CARRIER

3 RULES (cont'd.)

No. 4 SPECIAL INFORMATION REQUIRED ON FORMS

4.1 Customer Bills

The Company shall be identified on each Customer bill. Each bill will prominently display a toll-free number for service or billing inquiries, together with an address where the Customer may write to the Company. If the Company uses a billing agent, the Company will also include the name of such billing agent. Each bill for telephone service will contain notations concerning the following:

- (a) When to pay the bill;
- (b) Billing detail, including the period of service covered by the bill;
- (c) Late payment charges and when they apply;
- (d) How to pay your bill;
- (e) Questions about your bill;
- (f) Instructions on how to contact the Company with questions about the bill.

4.2 Deposit Receipts

Each deposit receipt shall contain the following provisions:

“This deposit, less the amount of any unpaid bills for service furnished by Neo Network Development Inc., shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.”

COMPETITIVE LOCAL CARRIER/NONDOMINANT INTEREXCHANGE CARRIER

3 RULES (cont'd.)

No. 5 ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

Company may require Customer or potential Customer to provide information pertaining to its financial ability to pay for service. Company may deny service to Customers who do not provide the requested information or who fail to meet Company's financial criteria, unless the Customer is willing to pay a deposit based upon the rules contained in this tariff. If service was discontinued for non-payment of charges, the Company may request additional information from the Customer, and reserves the right to collect an advance payment and/or deposit prior to re-establishing service.

At the time an application for service is made, an applicant may be required to pay an amount equal to one month's service charges and/or the service connection and/or equipment charges which may be applicable, as well as any nonrecurring charges for any required special construction. The amount of the first month's service is credited to the Customer's account on the first bill rendered.

5.1 Credit Information and Deposits

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits shall not be required if the Customer:

- (a) Provides credit history acceptable to the Company;
- (b) Provides a cosigner or guarantor with credit history acceptable to the Company in order to establish credit for service; or
- (c) Provides a deposit to establish credit for service; provided however, the Company may determine the acceptable form of the Customer's deposit (*e.g.* cashier's check, money order, bond, or letter of credit).

COMPETITIVE LOCAL CARRIER/NONDOMINANT INTEREXCHANGE CARRIER

3 RULES (cont'd.)

No. 6 DEPOSITS

6.1 History of Late Payments

The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer, to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer that has established credit and has no history of late payments to the Company.

6.2 Deposit Amount

A deposit will be no greater than twice the estimated average monthly bill for the class of service requested. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills. In the event a customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer. If the amount of a deposit is proven to be less than required to meet the requirements specified above, due to non-payment, disconnection or both, the Customer shall be required to pay an additional deposit upon request.

6.3 Return of Deposit

At such time as the provision of the service to the Customer is terminated, the Company will return the deposit within 30 days after discontinuance of service or after 12 months of service, whichever occurs first. For the period the deposit is held by the Company, interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company. Deposits held will accrue interest at the 3-month commercial paper rate published by the Federal Reserve Board. However, deposits may not receive interest if the Customer has received at least two notices of discontinuance of service for non-payment of bills in a 12-month period.

COMPETITIVE LOCAL CARRIER/NONDOMINANT INTEREXCHANGE CARRIER

3 RULES (cont'd.)

No. 7 NOTICES

Notices provided to the Customer by the Company shall be as follows:

7.1 Rate Information

Rate information and information regarding the terms and conditions of service shall be provided in writing upon request by a current or potential Customer. Notice of rate increases and/or more restrictive term or condition of service shall be provided in writing to Customers and postmarked at least 25 days prior to the effective date of the change or on the date when the Company submits the advice letter filing, requesting approval of such change, to the Commission's Telecommunications Division, whichever date is earlier. The notice must describe the current and proposed rates, charges, terms or conditions, as appropriate. Such notice may be accomplished via one or more combination(s) of the following means: bill inserts, notice printed on bill, or separate notice sent first class mail (or by email to customer who receives bills from the Company by email). Notice by first class mail is complete when deposited in the mail; and notice by email is complete upon successful transmission. No Customer notice shall be required for rate decreases.

7.2 Discontinuance of Service Notice

7.2.1 Notice by Customer

Customer is responsible for notifying the Company of its desire to discontinue service on or before the date of disconnection. Such notice must be in writing. To the extent the Notice by Customer and the effective date of disconnection occurs prior to the end of the then current term of the customer agreement or contract, early termination liabilities as outlined in section 2.5.2 shall be applicable.

COMPETITIVE LOCAL CARRIER/NONDOMINANT INTEREXCHANGE CARRIER

3 RULES (cont'd.)

No. 7 NOTICES (cont'd.)

7.2.2 Notice by Company

Notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the Customer not less than 7 calendar days prior to termination. Each notice shall include all of the following information:

- (a) The name and address of the Customer whose account is delinquent.
- (b) The amount that is delinquent.
- (c) The date when payment or arrangements for payment are required in order to avoid termination.
- (d) The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.

7.3 Rules for Company Notices

Notices the Company sends to Customers, or the Commission, shall be a legible size and printed in a minimum point size type of 10 and are deemed made on date of presentation.

COMPETITIVE LOCAL CARRIER/NONDOMINANT INTEREXCHANGE CARRIER

3 RULES (cont'd.)

No. 8 RENDERING AND PAYMENT OF BILLS

The Customer is responsible for payment of all charges for services and equipment furnished by the Company to the Customer. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent upon presentation of the bill. Any objections to billed charges must be reported to the Company or its billing agent within 2 years after receipt of bill. Adjustments to the Customer's bill shall be made to the extent circumstances exist that reasonably indicate that such changes are appropriate.

8.1 Collection Fees & Expenses

In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the unpaid charges accruing at a rate of one-and-one half percent (1.5%) per month. Collection fees on unpaid charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company. In any legal dispute between the Customer and the Company, the nonprevailing party may be liable for court costs and attorney fees as determined by the court or the Commission.

8.2 Bill Payment

Bills are due and payable on the date of presentation. A late payment charge may be applied if payment is not received by the Company on or before the late payment date that shall be prominently displayed on the Customer's bill. The late payment date will be at least 15 days after the date of presentation on the billing envelope. The Company shall credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.

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COMPETITIVE LOCAL CARRIER/NONDOMINANT INTEREXCHANGE CARRIER

3 RULES (cont'd.)

No. 8 RENDERING AND PAYMENT OF BILLS (cont'd.)

8.3 Surcharges

In addition to other sales and usage taxes, the Company will add to Customer's bill certain federal, state and local surcharges. Such charges include, but are not limited to, the surcharges, taxes and fees set forth below: To the extent these fees are imposed exclusively on Customer, Customer would remit payment for the entire amount. To the extent these fees result from the operating burdens which are shared with multiple Customers, these fees would be assessed on a pro-rata basis.

State and Municipal Franchise

Right of Way Use

Conduit and Duct Leases Charges

CPE Attachment Fees / Rent

Remote Electric Service Distribution Fees

8.4 Previous Charges On Bill

A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill.

COMPETITIVE LOCAL CARRIER/NONDOMINANT INTEREXCHANGE CARRIER

3 RULES (cont'd.)

No. 9 DISPUTED BILLS

In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be resolved with mutual satisfaction, the Customer may make the arrangements set forth below.

9.1 Company Investigation

The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount.

9.2 Undisputed Portion of Bill

The undisputed portion of the bill, and subsequent bills must be paid by the "Due By" date (no sooner than 15 days of the date of presentation) shown on the bill. If the undisputed portion of the bill and subsequent bills become delinquent as described herein, the service may be subject to disconnection so long as the Company has notified the Customer by written notice of such delinquency and impending termination.

9.3 Commission Investigation

If there is still disagreement about the disputed amount after an investigation and review by a manager of the Company, the Customer may appeal to the Commission for an investigation and decision. To avoid disconnection of service, the Customer must submit the claim and lodge a formal complaint and, if the bill has not been paid, deposit the amount in dispute with the Commission within 7 calendar days after the date on which the Company notifies the Customer that the investigation and review have been completed and that such deposit must be made or service will be disconnected. However, the service will not be disconnected prior to the Due By date shown on the bill. The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with these conditions. The Commission may be contacted at the following location:

<http://www.michigan.gov/mpsc/0,1607,7-159-16372-42859--,00.html>

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COMPETITIVE LOCAL CARRIER/NONDOMINANT INTEREXCHANGE CARRIER

3 RULES (cont'd.)

No. 9 DISPUTED BILLS (cont'd.)

9.4 Company's Response to the Commission

The Company shall respond within 10 business days to requests for information issued by Commission. The Commission will review the Customer's claim of the disputed amount, communicate the results of its review to the Customer and the Company, and disburse the monies deposited by the Customer.

9.5 Conclusion of Commission Investigation

After the investigation and review are completed by the Company as noted in Section 9.1 above, if the Customer elects not to deposit the amount in dispute with the Commission, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By date shown on the bill.

COMPETITIVE LOCAL CARRIER/NONDOMINANT INTEREXCHANGE CARRIER

3 RULES (cont'd.)

No. 10 DISCONTINUANCE AND RESTORATION OF SERVICE

10.1 Cancellation of Service

The Customer may have service discontinued upon written notice to the Company on or before the date of disconnection. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a Term Agreement in accordance with section 2.5.1 of this tariff.

At the expiration of the initial term specified in Customer's Service Order, or any extension thereof, service shall continue month-to-month at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of its obligation to pay charges incurred under the Service Order or this tariff prior to termination.

10.2 The Company may discontinue service to the Customer by providing seven (7) days written notice for:

- (a) Violations of any regulation governing the service under this tariff.
- (b) A violation of any law, rule, or regulation of any government authority having jurisdiction over the service.
- (c) Non-payment of bills for telephone service, (See Rule 10.7).
- (d) Neglect or refusal to provide the Company reasonable access for the purpose of inspection and maintenance of equipment owned by the Company.
- (e) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

10.3 Fraudulent Use

The Company may discontinue service to the Customer without notice in the event of Customer's unauthorized or fraudulent use of the service, or for providing false credit information.

COMPETITIVE LOCAL CARRIER/NONDOMINANT INTEREXCHANGE CARRIER

3 RULES (cont'd.)

No. 10 DISCONTINUANCE AND RESTORATION OF SERVICE (cont'd.)

10.4 Re-establishment of Credit Worthiness

Service may be restored after discontinuance for nonpayment if the Customer establishes credit worthiness. Customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due to the Company and may be required to pay reconnect charges.

10.5 Fraud

The Company reserves the right to refuse to re-establish service to Customer for whom service was disconnected due to reasons of fraud, tampering with equipment, violations of rules and regulations, or similar reasons.

10.6 Termination Liability

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:

- (a) One hundred percent (100%) of the unpaid monthly recurring charges applicable to the remaining portion of the term; or
- (b) The difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service.

10.7 Service may be discontinued for nonpayment of bills provided:

- (a) The bill has not been paid by the due date shown on the bill;
- (b) Notice of the proposed discontinuance is provided pursuant to Rule 7 and
- (c) Service is not initially discontinued on any Saturday, Sunday, a Holiday, or any other day Company service representatives are not available to serve Customers.

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3 RULES (cont'd.)

No. 11 INFORMATION TO BE PROVIDED THE PUBLIC

The Company's tariffs are available for inspection and information regarding the Company's service is available upon request and open to public inspection by inquiring in person or writing to:

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All optional rate plans will be filed with and approved by the Commission prior to the actual offering. Customers may call 888-636-6380 to order, change, or cancel a service.

No. 12 TEMPORARY SERVICE

From time to time, the Company may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than 30 days. Customer use of such temporary service will be subject to the rates and regulations provided in this tariff.

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COMPETITIVE LOCAL CARRIER/NONDOMINANT INTEREXCHANGE CARRIER

3 RULES (cont'd.)

No. 13 CONTINUITY OF SERVICE

13.1 Limitations of Liability

The Company concurs with Pacific Bell Telephone Company's limitations of liability as set forth in Pacific's California tariff of local exchange service, Tariff No. A2, as it is modified from time to time.

13.2 Service Interruptions and Credits

Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications system provided by Customer are subject to Section 13.1 above. It shall be the obligation of the Customer to notify the Company of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, within its control, and is not in wiring or equipment connected to the Company Demarc.

13.3 Emergencies

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

13.4 Prorated Bills

Any prorated bill shall use a 30-day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.

COMPETITIVE LOCAL CARRIER/NONDOMINANT INTEREXCHANGE CARRIER

3 RULES (cont'd.)

No. 14 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES

14.1 Provisioning Services

Service and facilities owned or furnished by the Company may be interconnected with services or facilities of other Common Carriers and with private systems, subject to the technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other Common Carriers.

14.2 Interconnection

Interconnection with the facilities or services of other Common Carriers shall be under the applicable terms and conditions of the other Common Carrier's tariffs or by separate agreement.

14.3 Customer Equipment

Company's facilities and service may be used with or terminated in Company or Customer-provided connections, terminal equipment and/or communications systems. Such terminal equipment shall be furnished by, repaired and maintained by Company at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, rent, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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3 RULES (cont'd.)

No. 15 PRIVACY

The Company shall not make available to any other person or corporation Customer information that is not public without first obtaining the Customer's consent in conformance the Telecommunications Act of 1996 and in accordance with the REPORT AND ORDER AND FURTHER NOTICE OF PROPOSED RULEMAKING FCC 07-22 released on April 02, 2007 relating to the Telecommunications Carriers' Use of Customer Proprietary Network Information and Other Customer Information for IP Enabled Services.

The Company will provide each new Customer a written description of how the Company handles the Customer's private information and ways in which such information might be used or transferred that would not otherwise be obvious to the Customer.

Notwithstanding the above, there are instances where the Company may be required to release certain non-public Customer information without first notifying the Customer and obtaining written consent. Consistent with the Commissions rules, the Company will provide required Customer information to an emergency agency responding to a 9-1-1 call, or other call communicating an imminent threat to life or property, to a law enforcement agency in response to a lawful process, to a collection agency for the purpose of collecting unpaid debts, to the Commission pursuant to its jurisdiction, to other telephone companies, including local and long distance carriers, as necessary to provide telephone service within or between service areas, to the Federal Communications Commission or the Commission in response to orders regarding the provision of services over the Company's facilities by parties other than the Company.

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COMPETITIVE LOCAL CARRIER/NONDOMINANT INTEREXCHANGE CARRIER

3 RULES (cont'd.)

No. 16 LEGAL REQUIREMENTS FOR REFUSAL OR DISCONTINUANCE OF SERVICE

TO BE ADDED

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3 RULES (cont'd.)

No. 17 DEMARCATION POINT

17.1 Network Demarcation Point

The Company will provide facilities, equipment, and services to its network demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the network demarcation point, including those located at that point.

The Customer is responsible for the completion of services beyond the Company's network demarcation point. Customer requested services beyond the network demarcation point may be provided by the Company at the Customer's expense.

COMPETITIVE LOCAL CARRIER/NONDOMINANT INTEREXCHANGE CARRIER

4 RATE SCHEDULES

4.1 SCHEDULE 1: INTERCONNECT, TRANSPORT AND BACKHAUL SERVICES

4.1.1 Service Description

Interconnect, Transport and direct Backhaul are available on the Company's fiber optic networks. Depending upon the network architecture, one or more of these services may be offered by Customer agreement.

4.1.2 Monthly Recurring Rate Elements

The following monthly recurring rate elements apply to Company Interconnect services:

4.1.2.1 Dark Fiber Count

The physical number of dark fibers from the RAN to the remote node for a Central Point of Control ("C-POC") based architecture or from the Access Node to each remote node in a Distributed Point of Control ("D-POC") based architecture.

4.1.2.1.1 Mileage Rate

The mileage rate is applied based on the number of Route Miles of fiber which includes the Interconnect and Transport network services. An allowance of .5 route miles of fiber per remote node included on a given network represents the mileage allowable prior to the application of the Mileage Rate to the Customer invoice.

The Mileage Rate is calculated based upon the total number or route miles of fiber provisioned above the mileage allowance and is applied on increments of .1 mile.

Example 1: A network that includes 20 remote nodes and is comprised of 10 route miles would not be eligible for the Mileage Rate addition.

Example 2: A network that includes 20 remote nodes and is comprised of 12 route miles would be eligible for a Mileage Rate addition for the 2 additional route miles of fiber over the mileage allowance of .5 route miles per remote node.

COMPETITIVE LOCAL CARRIER/NONDOMINANT INTEREXCHANGE CARRIER

4.1.2.1.2 Interconnect Rate

The Interconnect Rate is applicable to the Interconnect layer of the network and is billable on a per node basis. The Customer may elect to incorporate from 1 to 4 individual dark fibers from the Head End to each remote node for a C-POC architecture or from each remote Access Node to the Remote Nodes in a D-POC architecture.

Interconnect Rates above 4 dedicated dark fibers may be subject to additional discounts which are not contemplated in this Tariff.

The Interconnect Rate may be applied to networks that include Dim or Lit services provided by Company, in which case additional Recurring and / or Nonrecurring equipment charges may be added to the Customer invoice by separate agreement, reflected as Recurring and Nonrecurring Equipment Charges.

Equipment Charges reflected on the Customer Invoice shall be in addition to the Recurring Charges reflected in the rate tables included with this Tariff.

Interconnect Rates	Monthly	Quarterly	Annual
(1) Fiber	\$ 192.00	\$ 768.00	\$2,304.00
Per Additional Fiber	\$ 22.50	\$ 90.00	\$ 270.00
(2) Fibers	\$ 214.50	\$ 858.00	\$2,574.00
(3) Fibers	\$ 237.00	\$ 948.00	\$2,844.00
(4) Fibers	\$ 259.50	\$1,038.00	\$3,114.00
> (4) Fibers	ICB	ICB	ICB
Mileage Rate (each .1 mile over .5 miles Per Node Mileage Rate Allowance)	\$ 38.40	\$ 153.60	\$ 460.80

COMPETITIVE LOCAL CARRIER/NONDOMINANT INTEREXCHANGE CARRIER

4. RATE SCHEDULES (cont'd.)

4.1.2.2 Base Transport Rate

The Transport Rate is graduated based on the Committed Information Rate (“CIR”) of the individual circuits as configured which represents the minimum throughput in Mbps per circuit.

Transport Services	Bandwidth on Demand		Base Transport Rate		
	Circuit Dimension	Burst Limit	Burst Threshold	Monthly	Quarterly
50 Mbps	20 Mbps	70 Mbps	\$ 258.00	\$ 774.00	\$ 3,096.00
100 Mbps	20 Mbps	120 Mbps	\$ 298.00	\$ 894.00	\$ 3,576.00
150 Mbps	20 Mbps	170 Mbps	\$ 338.00	\$ 1,014.00	\$ 4,056.00
200 Mbps	20 Mbps	220 Mbps	\$ 378.00	\$ 1,134.00	\$ 4,536.00
250 Mbps	20 Mbps	270 Mbps	\$ 418.00	\$ 1,254.00	\$ 5,016.00
300 Mbps	20 Mbps	320 Mbps	\$ 458.00	\$ 1,374.00	\$ 5,496.00
350 Mbps	20 Mbps	370 Mbps	\$ 498.00	\$ 1,494.00	\$ 5,976.00
400 Mbps	20 Mbps	420 Mbps	\$ 538.00	\$ 1,614.00	\$ 6,456.00
450 Mbps	20 Mbps	470 Mbps	\$ 578.00	\$ 1,734.00	\$ 6,936.00
500 Mbps	20 Mbps	520 Mbps	\$ 618.00	\$ 1,854.00	\$ 7,416.00
550 Mbps	20 Mbps	570 Mbps	\$ 658.00	\$ 1,974.00	\$ 7,896.00
600 Mbps	20 Mbps	620 Mbps	\$ 698.00	\$ 2,094.00	\$ 8,376.00
650 Mbps	20 Mbps	670 Mbps	\$ 738.00	\$ 2,214.00	\$ 8,856.00
700 Mbps	20 Mbps	720 Mbps	\$ 778.00	\$ 2,334.00	\$ 9,336.00
750 Mbps	20 Mbps	770 Mbps	\$ 818.00	\$ 2,454.00	\$ 9,816.00
800 Mbps	20 Mbps	820 Mbps	\$ 858.00	\$ 2,574.00	\$ 10,296.00
850 Mbps	20 Mbps	870 Mbps	\$ 898.00	\$ 2,694.00	\$ 10,776.00
900 Mbps	20 Mbps	920 Mbps	\$ 938.00	\$ 2,814.00	\$ 11,256.00
950 Mbps	20 Mbps	970 Mbps	\$ 978.00	\$ 2,934.00	\$ 11,736.00
1000 Mbps (GigE)	20 Mbps	Not Applicable	\$ 1,018.00	\$ 3,054.00	\$ 12,216.00

4.1.2.3 Bandwidth on Demand

Bandwidth on Demand (“BoD”) is an optional service feature offered to Customers which enable each circuit on the Transport layer to burst above the CIR for defined durations and / or periods of time throughout the billing cycle.

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Monthly BoD service is available on a per circuit basis per the rate table below.

4.1.2.3.1 Burst Limits

The burst limits on each individual circuit is set to 20 Mbps above the CIR. The burst limit is calculated using an average throughput over a 4 hour period during times of peak Customer traffic (“Busy Hours”).

Provided the burst limit average remains below the 20 Mbps threshold throughout the Busy Hours, no additional BoD charges apply beyond the monthly BoD service charge.

In the event a circuit exceeds the Burst Threshold during the Busy Hours, the consumption based BoD charge would be added to the Customer invoice for each day in the billing month in 5 Mbps increments, rounded up to the next highest increment.

Example 1: A Customer Transport circuit dimensioned for 100 Mbps exceeds the Burst Threshold of 120 Mbps by 10 Mbps, averaging 130 Mbps during the Busy Hour. A BoD charge of \$1.20 would appear on the Customer invoice for that day.

Example 2: A Customer Transport Circuit dimensioned for 100 Mbps exceeds the Burst Threshold of 120 Mbps by 12 Mbps, averaging 130 Mbps during the Busy Hour. A BoD charge of \$1.80 would appear on the Customer invoice for that day.

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Transport Services	Bandwidth on Demand				Dynamic Bandwidth	Transport Rate with BoD Option		
	Circuit Dimension	Burst Limit	Burst Threshold	Monthly BoD Charge Per Circuit (Optional)		BoD Charge / Per 5 Mbps / Day Over Burst Threshold (Rounded Up)	Dynamic Bandwidth Charge Per Circuit (Optional)	Monthly
50 Mbps	20 Mbps	70 Mbps	\$ 9.95	\$ 1.03	\$ 14.99	\$ 267.95	\$ 1,071.80	\$ 3,215.40
100 Mbps	20 Mbps	120 Mbps	\$ 9.95	\$ 0.60	\$ 14.99	\$ 307.95	\$ 1,231.80	\$ 3,695.40
150 Mbps	20 Mbps	170 Mbps	\$ 9.95	\$ 0.45	\$ 14.99	\$ 347.95	\$ 1,391.80	\$ 4,175.40
200 Mbps	20 Mbps	220 Mbps	\$ 9.95	\$ 0.38	\$ 14.99	\$ 387.95	\$ 1,551.80	\$ 4,655.40
250 Mbps	20 Mbps	270 Mbps	\$ 9.95	\$ 0.33	\$ 14.99	\$ 427.95	\$ 1,711.80	\$ 5,135.40
300 Mbps	20 Mbps	320 Mbps	\$ 9.95	\$ 0.31	\$ 14.99	\$ 467.95	\$ 1,871.80	\$ 5,615.40
350 Mbps	20 Mbps	370 Mbps	\$ 9.95	\$ 0.28	\$ 14.99	\$ 507.95	\$ 2,031.80	\$ 6,095.40
400 Mbps	20 Mbps	420 Mbps	\$ 9.95	\$ 0.27	\$ 14.99	\$ 547.95	\$ 2,191.80	\$ 6,575.40
450 Mbps	20 Mbps	470 Mbps	\$ 9.95	\$ 0.26	\$ 14.99	\$ 587.95	\$ 2,351.80	\$ 7,055.40
500 Mbps	20 Mbps	520 Mbps	\$ 9.95	\$ 0.25	\$ 14.99	\$ 627.95	\$ 2,511.80	\$ 7,535.40
550 Mbps	20 Mbps	570 Mbps	\$ 9.95	\$ 0.24	\$ 14.99	\$ 667.95	\$ 2,671.80	\$ 8,015.40
600 Mbps	20 Mbps	620 Mbps	\$ 9.95	\$ 0.23	\$ 14.99	\$ 707.95	\$ 2,831.80	\$ 8,495.40
650 Mbps	20 Mbps	670 Mbps	\$ 9.95	\$ 0.23	\$ 14.99	\$ 747.95	\$ 2,991.80	\$ 8,975.40
700 Mbps	20 Mbps	720 Mbps	\$ 9.95	\$ 0.22	\$ 14.99	\$ 787.95	\$ 3,151.80	\$ 9,455.40
750 Mbps	20 Mbps	770 Mbps	\$ 9.95	\$ 0.22	\$ 14.99	\$ 827.95	\$ 3,311.80	\$ 9,935.40
800 Mbps	20 Mbps	820 Mbps	\$ 9.95	\$ 0.21	\$ 14.99	\$ 867.95	\$ 3,471.80	\$ 10,415.40
850 Mbps	20 Mbps	870 Mbps	\$ 9.95	\$ 0.21	\$ 14.99	\$ 907.95	\$ 3,631.80	\$ 10,895.40
900 Mbps	20 Mbps	920 Mbps	\$ 9.95	\$ 0.21	\$ 14.99	\$ 947.95	\$ 3,791.80	\$ 11,375.40
950 Mbps	20 Mbps	970 Mbps	\$ 9.95	\$ 0.21	\$ 14.99	\$ 987.95	\$ 3,951.80	\$ 11,855.40
1000 Mbps (GigE)	20 Mbps	N/A	N/A	N/A	N/A	N/A	N/A	N/A

4.1.2.3.2 Dynamic Bandwidth

Dynamic Bandwidth is an optional service feature offered to Customers that enables the Transport Rate to dynamically adjust monthly based on the Customers consumption of bandwidth during the Busy Hours as averaged over the course of the billing cycle.

The calculation used to qualify the amount of Dynamic Bandwidth consumed includes the averaging of the 4 busiest days in a billing cycle (“Busy Days”) and the Busy Hours of each Busy Day to establish the average Dynamic Bandwidth based on Customer traffic and throughput.

The Dynamic Bandwidth average is rounded up to the next highest monthly Transport Rate on the Dynamic Bandwidth rate table below.

Example 1: A monitored circuit reflects the following average Busy Hour consumption statistics over the Busy Days of a billing cycle.

$$90 \text{ Mbps} + 120 \text{ Mbps} + 130 \text{ Mbps} + 140 \text{ Mbps} = 480 \text{ Mbps}$$

$$\text{Busy Day 1 Average} = 120 \text{ Mbps}$$

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90 Mbps + 140 Mbps + 145 Mbps + 155 Mbps = 530 Mbps

Busy Day 2 Average = 132 Mbps

100 Mbps + 135 Mbps + 160 Mbps + 180 Mbps

Busy Day 3 Average = 143.75 Mbps

120 Mbps + 148 Mbps + 137 Mbps + 152 Mbps

Busy Day 4 Average = 139.25 Mbps

Total – Busy Day 1 – 4 = 535.5 Mbps Divided by 4 = 133.875 Mbps

Dynamic Bandwidth Transport Rate = 150 Mbps

4.1.2.3.3 Circuit Monitoring & Remote Maintenance

Circuit Monitoring and remote maintenance is included in the base Transport Rate and for Bandwidth on Demand and Dynamic Bandwidth service options that utilize Company owned equipment or Company owned equipment that is leased or purchased by Customer.

Circuit Monitoring and remote maintenance is offered as an optional service under separate Customer agreement when Customer elects to utilize CPE in lieu of Company owned equipment.

Bandwidth on Demand and Dynamic Bandwidth service options may not be available when Customer elects to utilize CPE in Lieu of Company owned equipment.

Circuit Monitoring and Remote Maintenance features may be limited based on the Customers equipment selection and election to use CPE within the Company network.

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4. RATE SCHEDULES (cont'd.)

4.1.2.3.4 Add/Drop Charges

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

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4. RATE SCHEDULES (cont'd.)

4.1.3 Non-Recurring Rate Elements

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

4.1.3.1 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.

4.1.3.2 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.

4.1.3.3 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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4. RATE SCHEDULES (cont'd.)

4.1.4 Rates

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4. RATE SCHEDULES (cont'd.)

4.2 SCHEDULE 2: COLLOCATION

4.2.1 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.

4.2.2 Non-Recurring and Monthly Recurring Rates

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4. RATE SCHEDULES (cont'd.)

4.3 SCHEDULE 3: SPECIAL CONSTRUCTION

4.3.1 Service Description

Special construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance, Special Construction is undertaken:

- (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;
- (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.

4.3.2 Non-Recurring and Monthly Recurring Rates

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4. RATE SCHEDULES (cont'd.)

4.4 SCHEDULE 4: TIME AND MATERIALS SERVICE

4.4.1 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 charges listed in Section 2 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 as listed in Section 2 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 listed in Section 2 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.

4.4.2 Non-Recurring and Monthly Recurring Rates

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SAMPLE FORMS

Advice Letter No. 1
Decision No.

Issued by:
Laurance Lewis
EVP / General Counsel

Date Filed:
Effective:
Resolution No.: