

NEXTCITY NETWORKS MICHIGAN, LLC

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO
COMPETITIVE ACCESS SERVICES WITHIN THE STATE OF MICHIGAN**

Descriptions, Regulations, Terms and Conditions, and Rates and Charges applicable to competitive access services furnished by NextCity Networks Michigan, LLC (“NextCity Networks” or “Company”) to and from points in the state of Michigan.

This tariff is on file with the Michigan Public Service Commission, and copies may be inspected at the Company’s principal place of business at 700 Universe Boulevard, Juno Beach, FL 33408.

TARIFF

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CHECK SHEET

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

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Issued by:

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EXPLANATION OF SYMBOLS

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

C	To signify changed regulation.
D	To signify discontinued rate or regulation.
I	To signify increased rate.
N	To signify new rate or regulation.
R	To signify reduced rate.
T	To signify text change.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate special access/transport services by NextCity Networks Michigan, LLC, hereinafter referred to as the Company, to customers within the State of Michigan.

SERVICE OFFERING

The Company will offer competitive access services as described herein.

CUSTOMER SERVICE

The phone number for the Company's customer service department is 855-552-9872.

SECTION 1 – DEFINITIONS

Commission - The Michigan Public Service Commission.

Company – NextCity Networks Michigan, LLC, unless otherwise clearly indicated by the context.

Customer - A person, firm, corporation, partnership, governmental agency, or other entity, including affiliates or divisions of the Customer, who is responsible for payment of charges to the Company and compliance with the Company's terms and conditions.

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

LATA (Local Access Transport Area) - 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. 8200192 for the provision and administration of communications services.

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

Service Order - The written request for services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Services - The Company's telecommunications services offered on the Company's network.

SECTION 2 – RULES AND REGULATIONS

2.1 General

- 2.1.1 This tariff contains terms applicable to the provision of intrastate transport services provided to certain carriers (Customers) within the state of Michigan by the Company, (i) with which the Company has entered into an agreement that addresses, among other matters, compensation for transport or use of the Company's facilities, or (ii) that orders such from Company in anticipation of entering into an agreement with the Company.
- 2.1.2 To the extent that the terms of this tariff are inconsistent with the terms of any agreement between the Company and any Customer, the terms of such agreement shall govern (except as otherwise provided in such agreement).
- 2.1.3 The provision of such services by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

2.2 Use of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in Section 2.2.
- 2.2.2 The use of the Company'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.
- 2.2.3 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.4 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.5 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liabilities of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense, or damage for interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by an entity not under the control of the Company an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.

- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against, any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability 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 shall not exceed an amount equal to the charges provided for under this tariff. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all losses, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for loss, damage, defacement, or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, **INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

SECTION 3 – SERVICES, PRICES AND CHARGES

3.1 Description of Service

The Company will build intrastate multi-conduit fiber networks and lease dark and lit capacity to a range of customers including Internet service providers (ISPs), wireless carriers, utilities, cooperatives, governments, and individual commercial and industrial customers. The Company will provide capacity under capital-based fee structures.

3.2 Rates for Service

Rates and charges for the Company's services, including minimum usage, installation, special construction, and recurring charges, are established at negotiated rates on an ICB, which may vary depending upon certain factors, including without limitation, the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and location. The terms of such arrangements shall be set forth in individual customer contracts and service orders. Unless otherwise specified, the terms, conditions, obligations, and regulations set forth in this tariff shall be incorporated into and become a part of, said contract, and shall be binding on the Company and Customer. Customers who are similarly situated may have non-discriminatory access to requesting the Company's services under an ICB rate. In the event of a conflict between this tariff and a contract and/or Service Order executed by the Customer and the Company, the contract and Service Order shall govern.

3.3 Application for Service

Application for service must be made in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

3.4 Deposits

Deposits and/or advance payments may or may not be required from Customer at Company's discretion, dependent on scope and size of project.

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