

NewPath Networks, LLC
768 Garfield St.
Seattle, WA 98109

ORIGINAL

Arizona Tariff
Original Arizona Corp. Comm. Title Sheet

RADIO FREQUENCY TRANSPORT AND BACKHAUL SERVICES

Tariff Schedule Applicable to

RADIO FREQUENCY TRANSPORT AND BACKHAUL SERVICES

of

NEWPATH NETWORKS, LLC

Applying to Radio Frequency Transport and Backhaul Services Between Points In The State Of
Arizona, And Containing Rates, Rules And Regulations Governing Service

APPROVED FOR FILING
DECISION #: 71467

Issued by:
Michael J. Kavanagh
Chief Executive Officer

Date Filed: February 5, 2010
Effective Date: February 8, 2010

RADIO FREQUENCY TRANSPORT AND BACKHAUL SERVICES

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*	22	Original*		
2	Original*	23	Original*		
3	Original*	24	Original*		
4	Original*	25	Original*		
5	Original*	26	Original*		
6	Original*	27	Original*		
7	Original*	28	Original*		
8	Original*	29	Original*		
9	Original*	30	Original*		
10	Original*	31	Original*		
11	Original*	32	Original*		
12	Original*	33	Original*		
13	Original*	34	Original*		
14	Original*	35	Original*		
15	Original*	36	Original*		
16	Original*	37	Original*		
17	Original*				
18	Original*				
19	Original*				
20	Original*				
21	Original*				

* Included in this filing

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TARIFF FORMAT

This tariff is divided into the following major sections:

- 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 Arizona Corporation Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the Arizona Corporation Commission follows in its tariff approval process, the most current sheet number on file with the Arizona Corporation 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 Arizona Corporation 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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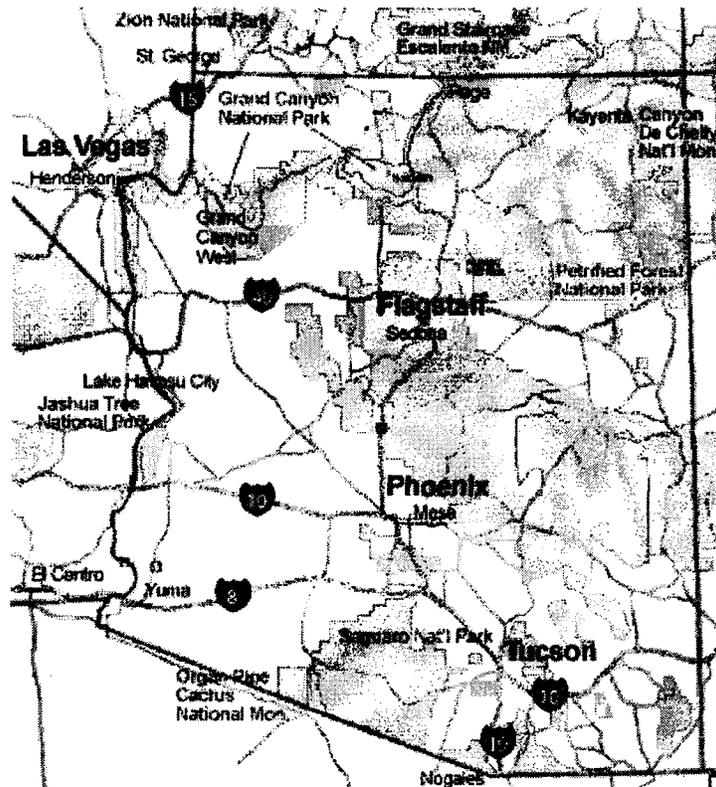
Preliminary Statement

This tariff sets forth all effective rates and rules together with information relating to NewPath Networks, LLC (referred to herein as "Company" or "NewPath").

NewPath has been granted authority by the State of Arizona to radio frequency transport and backhaul services within the State of Arizona. This Tariff is on file with the Arizona Corporation Commission ("Commission"), and copies may be inspected during normal business hours at the Company's principal place of business. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Commission.

Service Area

NewPath has been authorized by the Commission to provide radio frequency transport and backhaul services throughout Arizona.



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EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition that 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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RADIO FREQUENCY TRANSPORT AND BACKHAUL SERVICES

1 DEFINITIONS

Base Station: 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.

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: 768 Garfield St., Seattle, WA 98109.

Commission: The Arizona Corporation Commission.

Common Carrier: An authorized company or entity providing telecommunications services to the public.

Company: The term "Company" means NewPath Networks, LLC.

Competitive Local Carrier: A Common Carrier authorized to provide services within exchange areas.

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 optoelectronics and through which no light is transmitted and no signal is carried.

Dim Fiber: Unactivated optical fiber deployed with optoelectronics on one end owned by the Customer, and on one end owned by the Company, and which may carry signals.

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RADIO FREQUENCY TRANSPORT AND BACKHAUL SERVICES

1 DEFINITIONS (cont'd.)

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

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

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.

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.

Lambda: A specific wavelength on a fiber optic system.

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1 DEFINITIONS (cont'd.)

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.

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 physical location at the remote end (i.e., non-Base-Station end) of a point-to-point circuit 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 point-to-point circuit.

RF: Radio Frequency.

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

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

Telecommunications Service: Any transmission of interactive switched and non-switched signs signals, writing, images, sounds, messages, data, or other information of any nature by wire, radio, lightwave, or any other electromagnetic means (including access services), which originate and terminate in this state and are offered to or for the public, or some portion thereof, for compensation

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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RADIO FREQUENCY TRANSPORT AND BACKHAUL SERVICES

2 GENERAL REGULATIONS

2.1 LIABILITY OF COMPANY

2.1.1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.

2.1.2 In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to, and in no event exceed, the sum of \$10,000.

2.1.3 The liability of the Company for damages arising out of mistakes omissions, interruptions, delays, or errors, or defects in any of the services or facilities furnished by the Company up to and including its Local Loop Demarcation Point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed an amount equal to the pro rata charges to the customer for the period during which the services or facilities are effected by the mistake, omission, interruption delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in not event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.

2.1.4 The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.

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

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DECISION #: 712467

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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.

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) payment of charges for calls originated from the Customer's telephone lines.

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.

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features.

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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 to similarly situated Customers in substantially similar circumstances.

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

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer, whether or not the Company has begun providing service.

- 2.5.2.1 The termination liability period is the estimated service life of the facilities provided.
- 2.5.2.2 The amount of the maximum termination liability is equal to the estimated cost for installation and operation of the service during its service life. Costs include those items previously listed in Section 2.5.1 above.
- 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 rate for return 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 or regulatory fees.

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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.

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3 RULES

No. 1 DESCRIPTION OF SERVICE

NewPath provides facilities-based competitive telecommunications services. Service is offered for dedicated point-to-point circuits on a Distributed Antenna System network 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, and may be provided in combination with resold services provided by other certificated carriers.

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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. 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 prior to the receipt of final order confirmation, or prior to the start of special construction, no charge applies.

Where 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 a case-by-case basis.

2.2 Grounds for Refusal of Service

Company may refuse to establish service if any of the conditions enumerated in A.A.C Title 14, Chapter 2, Article 503C exist.

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3 RULES (cont'd.)

No. 3 CONTRACTS

Contracts will be used for Individual Case Basis ("ICB") service offerings or Special Construction. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. 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 the Commission's rules and regulations for such contracts.

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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) Total amount due and the due date;
- (b) Billing detail, including the period of service covered by the bill, taxes included in the bill and any past due amount;
- (c) Late payment charges and when they apply; and
- (d) 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 [company name], 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.”

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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

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; or
- (b) Provides a cosigner or guarantor with credit history acceptable to the Company in order to establish credit for service.

If the Customer's credit history is unsatisfactory, the application for service may be denied, in which case a deposit will not be required.

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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. The Company reserves the right to review a Customer's credit history at any time as part of the Company's determination of whether a deposit is required. 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.

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RADIO FREQUENCY TRANSPORT AND BACKHAUL SERVICES

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 30 days prior to the effective date of the change or on the date when the change is approved by the Commission. 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.

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 5 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.

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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.

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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 1 year after receipt of bill. Adjustments to the Customer's bill shall be made to the extent circumstances exist that reasonably indicate 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 owned 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

8.2.1 The billing date will be printed on the bill and the date rendered shall be the mailing date.

8.2.2 Bills will be considered delinquent fifteen (15) days after the date the bill is rendered.

8.2.3 Delinquent accounts for which payment has not been received may be terminated twenty-two (22) days after the date the bill is rendered.

8.2.4. 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 fifteen (15) days after the date rendered.

8.2.5 All payment shall be made at or mailed to the office of Company or to Company's duly authorized representative.

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3 RULES (cont'd.)

8.2.6 No fee will be charged for returned checks, unless otherwise provided under Individual Case Basis or special construction arrangements.

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.

Inquiries or disputes regarding bills should be made to:

NewPath Networks, LLC
768 Garfield St.
Seattle, WA 98109
(206) 632-0931
pam.jamison@newpathnetworks.net

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.

If after investigation by NewPath, a dispute remains as to the Customer's bill, the Customer may submit an inquiry or complaint to:

Arizona Corporation Commission
Utilities Division
1200 West Washington
Phoenix, AZ 85007-2996
(602) 542-4251; 1-800-222-7000 (Arizona only)
mailmaster@acc.state.az.us

Or

Arizona Corporation Commission
400 West Congress
Tucson, AZ 85701-1347
(520) 628-6550; 1-800-535-0148 (Arizona only)

APPROVED FOR FILING
DECISION #: 11467

Issued by:
Michael J. Kavanagh
Chief Executive Officer

Date Filed: February 5, 2010
Effective Date: February 8, 2010

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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.

APPROVED FOR FILING
DECISION #: 11467

Issued by:
Michael J. Kavanagh
Chief Executive Officer

Date Filed: February 5, 2010
Effective Date: February 8, 2010

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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.

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.
- (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.
- (f) Customer breach of contract for service between the Company and Customer.

10.3. The Company may discontinue service to the Customer without notice for:

- (a) Existence of an obvious hazard to the safety or health of consumers or the general population or Company's personnel or facilities;
- (b) The Company has evidence of tampering or fraud by the Customer, its employees, agent, or contractors;

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- (c) Customer breach of contract; or
- (d) When necessary for Company to comply with an order of any governmental agency having jurisdiction or any other applicable law.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 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.

Issued by:
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Date Filed: February 5, 2010
Effective Date: February 8, 2010

APPROVED FOR FILING
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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:

NewPath Networks, LLC
768 Garfield St.
Seattle, WA 98109

All optional rate plans will be filed with and approved by the Commission prior to the actual offering. Customers may call (206) 632-0931 to order or change 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.

APPROVED FOR FILING
DECISION #: 11467

Issued by:
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3 RULES (cont'd.)

No. 13 CONTINUITY OF SERVICE

13.1 Limitations of Liability

The Company's limitations of liability are as stated in Section 2.1 above.

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 2.1 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 terminal of Company.

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.

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3 RULES (cont'd.)

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

14.1 Provisioning Services

Service 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. Customer is responsible for taking all necessary legal steps for interconnecting its Customer—provided terminal equipment or communications systems with the Company's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.

14.3 Customer Equipment

Company's facilities and service may be used with or terminated in Customer-provided connections, terminal equipment and/or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, 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 accordance with applicable laws of the State of Arizona and the rules and regulations of the Commission. 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 be obvious to the Customer.

No. 16 DEMARCATION POINT

16.1 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 not 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.

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RADIO FREQUENCY TRANSPORT AND BACKHAUL SERVICES

4 RATE SCHEDULES

4.1 SCHEDULE 1: RF TRANSPORT AND BACKHAUL SERVICE

4.1.1 Service Description

Radio Frequency Transport and Backhaul Transport Service is available on the Company's Distributed Antenna Systems networks. Radio Frequency Transport and Backhaul Transport Service begins at a Company Base Station. Customers are responsible for providing or obtaining circuits to connect from their networks to the Company Base Station. The Base Station 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 dedicated point-to-point circuit that traverses Company DAS network facilities between the Base Station and one or more Remote Node locations.

4.1.2 Monthly Recurring Rate Elements

The following monthly recurring rate elements apply to Radio Frequency Transport and Backhaul Transport Service:

4.1.2.1 Base Station License Fee

The Base Station License Fee applies where Company owns the RF/optical conversion equipment. The Base Station License Fee is not applicable when the Customer owns the RF/optical conversion equipment.

4.1.2.2 Remote Node License Fee

The Remote Node License Fee applies on a per-node basis where Company owns the RF/optical conversion equipment. The Remote Node License Fee is not applicable when the Customer owns the RF/optical conversion equipment.

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RADIO FREQUENCY TRANSPORT AND BACKHAUL SERVICES

4. RATE SCHEDULES (cont'd.)

4.1.3 Non-Recurring Rate Elements

The following non-recurring rate elements apply to Radio Frequency Transport and Backhaul Transport Service:

4.1.3.1 Base Station Construction and Equipment Charge

The Base Station Construction and Equipment Charge applies where Company owns the Base Station or the RF/optical conversion equipment. The Base Station Construction and Equipment Charge is not applicable when the Customer owns the Base Station and the RF/optical conversion equipment.

4.1.3.2 Remote Node Construction and Equipment Charge

The Remote Node Construction and Equipment Charge applies on a per-node basis where Company owns the Remote Node or the RF/optical conversion equipment. The Remote Node Construction and Equipment Charge is not applicable when the Customer owns the Remote Node and the RF/optical conversion equipment.

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RADIO FREQUENCY TRANSPORT AND BACKHAUL SERVICES

4. RATE SCHEDULES (cont'd.)

4.1.4 Rates

	<u>MONTHLY RECURRING RATE ELEMENTS</u>	<u>MONTHLY RECURRING CHARGE</u>	<u>CHARGING BASIS</u>
4.1.4.1	Base Station License Fee	\$5,000.00	Per Month Per Base Station
4.1.4.2	Remote Node License Fee	\$2,000.00	Per Month Per Node
	<u>NON-RECURRING RATE ELEMENTS</u>	<u>NON- RECURRING CHARGE</u>	<u>CHARGING BASIS</u>
4.1.4.3	Base Station Construction and Equipment Charge	\$100,000.00	Per Base Station
4.1.4.4	Remote Node Construction and Equipment Charge	\$75,000.00	Per Node

APPROVED FOR FILING
DECISION #: 71467

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Effective Date: February 8, 2010

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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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RADIO FREQUENCY TRANSPORT AND BACKHAUL SERVICES

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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RADIO FREQUENCY TRANSPORT AND BACKHAUL SERVICES

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 and Materials Charges 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. 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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