

Tariff Schedule  
Applicable to  
TELECOMMUNICATIONS SERVICES  
of  
**Mobilitie, LLC**

This proposed tariff, filed with the Kentucky Public Service Commission,  
contains the rates, terms, and conditions applicable to  
non-switched local transport services  
within the Commonwealth of Kentucky offered by Mobilitie, LLC.

---

Date Filed: March 15, 2007

*Issued by:*  
Mark Askelson  
Mobilitie, LLC  
500 Newport Center Drive Suite 830  
Newport Beach, CA 92660

Effective: 3/16/2007



---

**CHECK SHEET**

The Title Sheet and Sheets 1 through 20 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	
Title	Original	
1	1 <sup>st</sup> Revised	(T)
2	Original	
3	Original	
4	Original	
5	Original	
6	Original	
7	Original	
8	Original	
9	Original	
10	Original	
11	1 <sup>st</sup> Revised	(T)
12	Original	
13	Original	
14	Original	
15	Original	
16	Original	
17	Original	
18	Original	
19	Original	
20	Original	

---

Date Filed: May 31, 2012

*Issued by:*  
Mark Askelson  
Mobilitie, LLC  
500 Newport Center Drive Suite 830  
Newport Beach, CA 92660

Effective: July 12, 2012



**TABLE OF CONTENTS**

Subject Matter .....Sheet No.

TITLE SHEET ..... Title

CHECK SHEET ..... 1

PRELIMINARY STATEMENT ..... 4

EXPLANATION OF SYMBOLS ..... 4

SERVICE AREA ..... 5

APPLICABILITY ..... 5

AVAILABILITY OF THE COMPANY’S TARIFF ..... 5

SECTION 1 — RATES AND CHARGES ..... 6

Schedule 1: RF Transport Services ..... 6

Schedule 2: Federal, State and Local Surcharges, Taxes and Fees ..... 8

SECTION 2 — RULES ..... 9

2.1 — Definitions ..... 9

2.2 — Undertaking of Company ..... 9

2.3 — Application for Service ..... 10

2.4 — Individual Case Basis, Special Promotions or Special Construction Contracts ..... 10

2.5 — Deposits ..... 10

2.6 — Notices ..... 11

2.7 — Rendering and Payment of Bills ..... 11

2.8 — Disputed Bills ..... 12

2.9 — Discontinuance of Service by Company ..... 13

2.10 — Cancellation of Service By Customer ..... 14

2.11 — Credit Establishment ..... 15

2.12 — Prorating of Bills ..... 15

2.13 — Tariff Available to the Public ..... 15

2.14 — Use of Service ..... 15

2.15 — Limitations of Service ..... 15

2.16 — Interconnection ..... 16

2.17 — Liability of the Company ..... 16

2.18 — Responsibilities of the Customer ..... 17

2.19 — Special Construction ..... 17

2.20 — Demarcation Points ..... 17

2.21 — Force Majeure ..... 18

2.22 — Disclaimer of Warranties ..... 18

Date Filed: March 15, 2007

Issued by:  
Mark Askelson  
Mobilitie, LLC  
500 Newport Center Drive Suite 830  
Newport Beach, CA 92660

Effective: 3/16/2007



---

SECTION 3 — PROMOTIONS..... 19

SECTION 4 — INDIVIDUAL CASE BASIS ARRANGEMENTS ..... 20

---

Date Filed: March 15, 2007

*Issued by:*  
Mark Askelson  
Mobilitie, LLC  
500 Newport Center Drive Suite 830  
Newport Beach, CA 92660

Effective: \_\_\_\_\_, 2007



**PRELIMINARY STATEMENT**

This tariff contains all effective rates, tolls, rentals, charges and classifications, together with all related rules and regulations, relating and applicable to the operations of Mobilitie, LLC (“Mobilitie” or “Company”) in Kentucky.

The Company has been authorized by the Public Service Commission of Kentucky (“KPSC”) to provide radio frequency transport and backhaul services to commercial mobile radio service providers (“RF Transport Services”).

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the KPSC.

**EXPLANATION OF SYMBOLS**

- (C) To signify **changed** listing, rule or condition which may affect rates or charges.
- (D) To signify **deleted or discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer’s bill.
- (L) To signify that material has been **relocated to** another tariff location.
- (N) To signify a **new** rate, regulation condition or sheet.
- (R) To signify a change resulting in a **reduction** to a Customer’s bill.
- (T) To signify a change in **text** but no change to rate or charge.

---

Date Filed: March 15, 2007

*Issued by:*  
Mark Askelson  
Mobilitie, LLC  
500 Newport Center Drive Suite 830  
Newport Beach, CA 92660

Effective: \_\_\_\_\_, 2007



**SERVICE AREA**

The Company has been authorized by the KPSC to provide its RF Transport Service throughout the Commonwealth of Kentucky.

**APPLICABILITY**

This tariff applies only for the use of the Company's RF Transport Services for communications between points within the Commonwealth of Kentucky.

**AVAILABILITY OF THE COMPANY'S TARIFF**

Complete copies of the Company's tariff are maintained at the following address:

Mobilitie, LLC  
500 Newport Center Dr., Suite 830  
Newport Beach, CA 92660

---

Date Filed: March 15, 2007

*Issued by:*  
Mark Askelson  
Mobilitie, LLC  
500 Newport Center Drive Suite 830  
Newport Beach, CA 92660

Effective: 2007



---

**1.0 RATES AND CHARGES****Schedule 1: RF Transport Services**1. Application of Rates

RF Transport Services rates apply to service furnished to business customers. RF Transport Services are not available to residential customers.

2. RF Transport Service

## A. General Service Offerings and Limitations

RF Transport Services utilize optical technology, including multi-wavelength optical technology over dedicated transport facilities to provide Customers with links to radiate radio frequency ("RF") coverage.

RF Transport Services connect Customer-provided wireless capacity equipment to Customer- or Company-provided bi-directional RF-to-optical conversion equipment at a hub facility. The hub facility can be Customer- or Company-provided. The conversion equipment allows the Company to accept RF traffic from the Customer and then send bi-directional traffic transmission across the appropriate optical networks. At the remote end, Customer- or Company-provided RF-to-optical conversion equipment allows bi-directional conversion between optical signals and RF signals. RF signals can be received and radiated at this remote node. Hence, the Company provides optical transit services for RF signals.

The furnishing of RF Transport Services requires certain physical arrangements of equipment and facilities of the Company and other entities and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the RF Transport Services.

---

Date Filed: March 15, 2007

Issued by:  
Mark Askelson  
Mobilitie, LLC  
500 Newport Center Drive Suite 830  
Newport Beach, CA 92660

Effective: \_\_\_\_\_, 2007



---

## 1.0 RATES AND CHARGES

### Schedule 1: RF Transport Services (continued)

#### 2. RF Transport Services (continued)

##### A. General Service Offerings and Limitations (continued)

1. The specific limitations applicable to RF Transport Services are as follows:
  - (a) All optical services are provided on single mode optical fiber.
  - (b) Some optical services may be of a multi-wavelength nature.
  - (c) Current wireless standards limit the distance between a hub site and a remote node to 20 km.
  - (d) The optical loss between a hub site and a remote node must not exceed 18 dB.

##### B. Rates

Unless otherwise provided in an individual case basis ("ICB") arrangement pursuant to Rule 2.4 below, the Rates for RF Transport Services are as follows:

#### DESCRIPTION

Nonrecurring connection charge	\$100,000 for 6 nodes
Monthly recurring charge	\$2,500 per node

**Minimum Charges:** In the absence of an ICB arrangement pursuant to Rule 2.4 below, a Customer must purchase a minimum of 6 nodes, which results in a minimum price for the service being \$100,000 connection fee for each group of 6 nodes, plus \$15,000 in recurring charges (*i.e.*, \$2,500 x 6 nodes) per month for each group of 6 nodes.

---

Date Filed: March 15, 2007

Issued by:  
Mark Askelson  
Mobilitie, LLC  
500 Newport Center Drive Suite 830  
Newport Beach, CA 92660

Effective: 2007





---

Maximum Charges: In the absence of an individual case basis (“ICB”) arrangement pursuant to Rule 2.4 below, the maximum price for the service is \$100,000 connection fee for each group of 6 nodes, plus \$15,000 in recurring charges (*i.e.*, \$2,500 x 6 nodes) per month for each group of 6 nodes.

C. Minimum Term

The minimum service term for RF Transport Service is five (5) years.

**Schedule 2: Federal, State and Local Surcharges, Taxes and Fees**

In addition to the charges for the Company’s service offerings, certain federal, state, and local surcharges, taxes, and fees will be passed through to Customers to the extent permitted under applicable law. The surcharges, taxes and fees may be modified from time to time.

---

Date Filed: March 15, 2007

*Issued by:*  
Mark Askelson  
Mobilitie, LLC  
500 Newport Center Drive Suite 830  
Newport Beach, CA 92660

Effective: \_\_\_\_\_, 2007



**2.0 RULES**

2.1 — Definitions

Channel: A communications path between two or more points of termination.

Commission: The Public Service Commission of Kentucky

Company: Mobilitie, LLC

Customer: The person, firm, corporation or other entity that orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Customer Designated Premises: The premises specified by the Customer for origination or termination of services.

Dedicated Access: Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Facilities: Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., used to provide services offered under this tariff.

Holidays: The Company observes the following Holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day.

Premises: The building or buildings on contiguous property, not separated by a public highway or right-of-way.

RAN: A radio access node

Transmission Path: An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

2.2 — Undertaking of Company

The Company's RF Transport Services are furnished for the provision of telecommunications services originating and/or terminating in any area within the Commonwealth of Kentucky.

The Company is a facilities-based provider of the RF Transport Service described in Schedule 1 to Customers for the direct transmission and reception of voice, data, and other types of communications. Services are offered via the Company's facilities

Date Filed: March 15, 2007

Issued by:

Mark Askelson

Mobilitie, LLC

500 Newport Center Drive Suite 830

Newport Beach, CA 92660

Effective: 3/16/2007



(whether owned, leased, or under contract) in combination with telecommunications services provided by other carriers. The Company is responsible under the terms of this tariff only for the services and facilities the Company provides hereunder.

The Company’s RF Transport Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment, and facilities.

2.3 — Application for Service

Service may be initiated based on a written or oral agreement between the Company and the customer. In either case, prior to the agreement, the customer shall be informed of all rates and charges for the services the customer.

To initiate a service request, the Customer must provide the following information: the Customer’s name; an address to which the Company shall provide service; and a billing address (if different). The service application does not itself bind either the Customer to subscribe to the service or the Company to provide the service.

Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

2.4 — Individual Case Basis, Special Promotions or Special Construction Contracts

The RF Transport Service is also available on a contract basis pursuant to Individual Case Basis (“ICB”), special promotions or special construction arrangements. The terms and conditions of each contract offering are subject to the agreement of both Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. The contracts will be filed in accordance with Commission rules. Unless otherwise stated herein, the prices, terms and conditions of each ICB, special promotion or special construction contract will prevail over any contrary provision of this tariff.

2.5 — Deposits

The Company may, at its sole discretion, require a deposit as a condition to receiving service or additional service. The Company reserves the right to review an applicant’s or a Customer’s credit history at any time to determine if a deposit is required. Deposit requirements will not be based on race, sex, creed, national origin, marital status, age, number of dependents or physical handicap.

Date Filed: March 15, 2007

Issued by:  
Mark Askelson  
Mobilitie, LLC

500 Newport Center Drive Suite 830  
Newport Beach, CA 92660

Effective: \_\_\_\_\_, 2007



In the event the Customer fails to establish a satisfactory credit history, deposits are a form of security that may be required from Customers to ensure payment of bills.

Deposits shall not exceed more than two times the average monthly bill (2/12<sup>th</sup> of the average annual bill).

Interest will accrue on all deposits at the rate prescribed by law beginning on the date of the (T) deposit. Interest accrued will be refunded to the customer or credited to the customer's bill on an annual basis. If interest is paid or credited to the customer's bill prior to twelve (12) months from the date of deposit or the last interest payment date, the payment or credit shall be on a prorated basis.

Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first, except where the Customer has been delinquent in the payment of a bill or where the deposit has been applied to the closing bill upon discontinuance of service.

2.6 – Notices

A. Discontinuance of Service Notice

1. Notice by Customers

Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice must be in writing.

2. Notice by Company

Notices by Company to Customers to discontinue service will be provided in accordance with Rule 9.

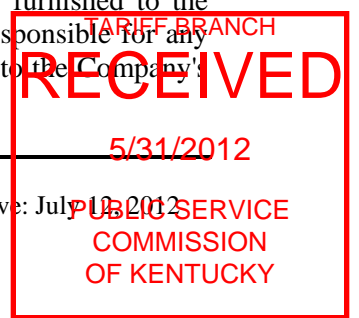
B. Rules for Company Notices

Notices the Company sends to Customers or the Commission are deemed made on date of actual presentation or upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's or the Commission's last known address.

2.7 – Rendering and Payment of Bills

A. Service is provided and billed on a monthly (30 day) basis. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer.

B. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are billed monthly in advance. The Company is not responsible for any telephone charges that may be incurred by the Customer in gaining access to the Company's network.



- 
- C. Bills are payable upon receipt and are deemed past due fifteen (15) days after issuance and posting of invoice. Bills not paid within sixteen (16) days after the date of posting are subject to a one-and-a-half percent (1.5%) late payment charge for the unpaid balance, or the maximum allowable under state law. The late payment date will be prominently displayed on the Customer's bill.
- D. Customer bills shall contain the following information:
1. A description of the service provided,
  2. The monthly recurring and nonrecurring charges for each service provided, any late payment charges, any reconnection fees, and any past due amounts,
  3. The Company's toll-free number for billing inquiries,
  4. The amount or percentage rate of any tax passed on to the Customer,
  5. Any access or other charges imposed by order or at the direction of the Federal Communications Commission, and
  6. The date on which the bill becomes delinquent.

### 2.8 — Disputed Bills

Billing disputes should be addressed to Company's customer service organization via telephone to 1-877-999-7070. Customer service representatives are available from 8:00 AM to 4:59 PM Pacific Time. Messages may be left for Customer Services from 5:00 PM to 7:59 AM Pacific Time. Messages will be answered on the next business day, except in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged. The Company will respond to the Customer complainant within five (5) working days regarding the status of the complaint.

The undisputed portion of the bill must be paid in accordance with Rule 2.7 of this tariff. If the undisputed portion is not paid in accordance with Rule 2.7, and the Company has notified the customer by written notice of such delinquency and impending termination, the service will be subject to disconnection.

In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

---

Date Filed: March 15, 2007

Issued by:  
Mark Askelson  
Mobilitie, LLC  
500 Newport Center Drive Suite 830  
Newport Beach, CA 92660

Effective: \_\_\_\_\_, 2007



- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission.

2.9 — Discontinuance of Service by Company

- A. The Company may discontinue service without notice under the following circumstances:
  - 1. There exists an obvious hazard to the safety or health of the consumer, the general population or the Company’s personnel or facilities; or
  - 2. If the Company deems such discontinuance necessary to protect itself or third parties against fraud or to otherwise protect its employees, agents, facilities or services.
- B. The Company may discontinue service upon notice to the Customer under the following circumstances:
  - 1. Customer violation of any terms of any Company tariff and/or violation of the Commission’s rules and regulations; or
  - 2. Nonpayment of any sum due to the Company for service more than thirty (30) days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys fees; or
  - 3. Customer failure to meet Company’s credit and deposit requirements; or
  - 4. Customer failure to provide Company reasonable access to its equipment and property; or
  - 5. Customer breach of contract for service between Company and Customer; or
  - 6. When necessary for Company to comply with an order of any governmental agency having jurisdiction, or any other applicable law; or
  - 7. Customer is engaging in any unauthorized resale of equipment or service.

Date Filed: March 15, 2007

Issued by:  
Mark Askelson  
Mobilitie, LLC

500 Newport Center Drive Suite 830  
Newport Beach, CA 92660

Effective: \_\_\_\_\_, 2007



C. Where notice required, the Company will provide the following notice of disconnection:

1. Written notice of the pending disconnection will be rendered not less than five (5) days prior to the disconnection. Notice shall be deemed given upon actual presentation to the customer or upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.
2. The notice will contain the following information:
  - (a) The Customer's name and telephone number,
  - (b) The Company rules or regulations that were violated and explanation thereof, or the amount of the bill which Customer has failed to pay in accordance with Company policy, if applicable,
  - (c) The date on or after which service may be terminated, and
  - (d) A statement advising Customer to contact Company at a specific telephone number for information regarding any procedures which the Company may offer to work out a mutually agreeable solution to avoid discontinuance of the service.

D. Restoration of service

The Customer may restore service by full payment in any reasonable manner. There is a minimum \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, the non-recurring fee will apply.

2.10 — Cancellation of Service By Customer

Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation provided, however, that Customer may not cancel RF Transport Services prior to expiration of the initial five (5) year term except for rate increases of five percent (5%) over the Maximum Initial Rates.

Customer is responsible for charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.

Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before

Date Filed: March 15, 2007

Issued by:

Effective: \_\_\_\_\_, 2007

Mark Askelson  
Mobilitie, LLC  
500 Newport Center Drive Suite 830  
Newport Beach, CA 92660





completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or

- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- C. Based on a Customer’s order for service, construction has either begun or has been completed, but no service provided.

2.11 — Credit Establishment

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits may be avoided if the applicant provides credit history acceptable to the Company. Credit information contained in the applicant’s account record may include, but shall not be limited to, account established date, “can-be-reached” number, billing name, and location of current and previous service.

2.12 — Prorating of 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.

2.13 — Tariff Available to the Public

A copy of this tariff schedule will be available for public inspection in the Company’s business office during regular business hours.

2.14 — Use of Service

The Company’s RF Transport Service may not be used for any unlawful purpose.

The Company strictly prohibits use of the Company’s services without payment, including an avoidance of payment by the Customer by fraudulent means or devices, the provision of falsified calling card numbers or invalid calling card numbers to the Company, or any misrepresentation of the identity of the Customer.

2.15 — Limitations of Service

Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

Date Filed: March 15, 2007

Issued by:  
Mark Askelson  
Mobilitie, LLC

500 Newport Center Drive Suite 830  
Newport Beach, CA 92660

Effective: \_\_\_\_\_, 2007





---

Company reserves the right to discontinue furnishing the service upon written notice to Customer, when necessitated by conditions beyond its control or when Customer is using the service in violation of the provisions of this tariff or in violation of the law.

Title to all facilities provided by Company under these regulations remains in Company's name.

### 2.16 — Interconnection

Service furnished by Company may be interconnected with services or facilities of other common carriers and private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

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

### 2.17 — Liability of the Company

A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, defects or negligence in any of the services or facilities furnished by the Company or by another carrier through the Company up to and including its Demarcation Point (as that term is defined in Rule 20), including any exchange, toll, or private line service provided, supplemental equipment, alphabetical directory listings 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 affected by the mistake, omission, interruption, delay, error, defect or negligence. In no event shall any mistake, omission, interruption, delay, error, defect or negligence in any one service or facility that affects or diminishes the value of any other service result in liability that exceeds 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, defect or negligence.

B. Errors in Transmitting, Receiving or Delivering Oral Messages by Telephone

The Company shall not be liable for errors in transmitting, receiving or delivering oral or other messages by equipment or facilities of the Company and connecting utilities.

---

Date Filed: March 15, 2007

Issued by:  
Mark Askelson  
Mobilitie, LLC  
500 Newport Center Drive Suite 830  
Newport Beach, CA 92660

Effective Date: 3/16/2007



2.18 — Responsibilities of the Customer

- A. The Customer is responsible for: placing any necessary service orders; complying with tariff terms and conditions; assuring that users comply with tariff regulations; and payment of charges for communications originated from the Customer’s network.
- B. 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.
- C. The Customer is responsible for maintaining its equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at the Customer’s premises.

2.19 — Special Construction

Special construction charges apply where the Company furnishes a facility or service for which a rate or charge is not specified in the Company’s tariffs. Charges will be based on the costs incurred by the Company (including return) and may include:

- A. non-recurring charges;
- B. recurring charges;
- C. termination liabilities; or
- D. combinations of any of the above.

2.20 — Demarcation Points

The Company will provide facilities, equipment and services to the Demarcation Point. The Demarcation Point designates the end of the Company’s network facilities and the beginning of the Customer’s network. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the Demarcation Point, including those located at that point.

The Customer is responsible for the completion of services beyond the Company’s Demarcation Point.

Customer-requested services beyond the Demarcation Point may be provided by the Company at the Customer’s expense.



---

2.21— Force Majeure

The Company will not be liable for any failure of performance due to causes beyond its control, including but not limited to cable dig-up by third party, acts of God, civil disorders, actions of governmental authorities, actions of civil or military authority, labor problems, national emergency, insurrection, riots, war, fire, flood, and atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company will not be liable for any failure of performance due to necessary network reconfiguration, system modifications for technical upgrades, or actions taken by any court or government agency having jurisdiction over the Company.

2.22 — Disclaimer of Warranties

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

---

Date Filed: March 15, 2007

*Issued by:*  
Mark Askelson  
Mobilitie, LLC  
500 Newport Center Drive Suite 830  
Newport Beach, CA 92660

Effective: \_\_\_\_\_, 2007



### 3.0 PROMOTIONS

Reserved for future use.

---

Date Filed: March 15, 2007

*Issued by:*  
Mark Askelson  
Mobilitie, LLC  
500 Newport Center Drive Suite 830  
Newport Beach, CA 92660

Effective: 3/16/2007



**4.0 INDIVIDUAL CASE BASIS ARRANGEMENTS**

Reserved for future use.

---

Date Filed: March 15, 2007

*Issued by:*  
Mark Askelson  
Mobilitie, LLC  
500 Newport Center Drive Suite 830  
Newport Beach, CA 92660

Effective: 3/16/2007

