



151 Southhall Lane, Ste 450  
Maitland, FL 32751  
P.O. Drawer 200  
Winter Park, FL 32790-0200  
www.inteserra.com

March 12, 2018  
**Via Overnight Delivery & E-Mail**

Secretary  
Utah Public Service Commission  
Heber M. Wells Building  
160 East 300 South, Suite 400  
Salt Lake City, UT 84111

**RE: Birch Communications, LLC f/k/a Birch Communications, Inc.  
Initial Local and Access Tariffs and Notice of Change in Company Name  
Docket No. 17-2600-01**

Dear Sir or Madam:

The original and two (2) copies of this letter and initial Local and Access Tariffs are submitted on behalf of Birch Communications, LLC f/k/a Birch Communications, Inc. ("Company") as follow up to the approval of the Company's application for a Certificate of Public Convenience and Necessity ("Certificate") and to notify the Commission that the Company has changed its name to Birch Communications, LLC. The Company received a Certificate to provide facilities-based and resold local exchange, interexchange and access telecommunications services in Docket No. 17-2600-01 issued January 23, 2018.

Since the Certificate was issued, the Company converted to a limited liability company and will now operate under the name Birch Communications, LLC. Included with this filing is a copy of the conversion documentation on file with the Utah Department of Commerce, Division of Corporations & Commercial Code.

The Company respectfully requests the Commission to change the Company's name in all Commission records to Birch Communications, LLC and approve the enclosed initial local and access tariffs, Utah Tariff Nos. 1 and 2, with an effective date of March 18, 2018.

*A copy of this filing also been filed via email to [psc@utah.gov](mailto:psc@utah.gov).*

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3006 or via email to [croesel@inteserra.com](mailto:croesel@inteserra.com). Thank you for your assistance in this matter.

Sincerely,

/s/ Carey Roesel

Carey Roesel  
Consultant

cc: A. Collins – Cahill, Gordon & Reindel LLP (via Email)  
tms: UT11802  
Enclosures  
CR/sp



State of Utah  
 Department of Commerce  
 Division of Corporations & Commercial Code  
 Foreign Registration Statement (Foreign Limited Liability Company)

This form must be type written or computer generated.

RECEIVED

FEB 23 2018

Non-Refundable Processing Fee: \$70.00

Important: Read instructions before completing form

1. Exact Name of Foreign Limited Liability Company:		Birch Communications, LLC			
2. Jurisdiction of Formation:		Georgia			
3. Principal office address: Street Address Required		320 Interstate North Parkway SE	Atlanta	GA	30339
		Address	City	State	Zip
4. The name of the Registered Agent (Individual or Business Entity or Commercial Registered Agent): Corporation Service Company					
<i>The address must be listed if you have a non-commercial registered agent. See instructions for further details.</i>					
Address of the Registered Agent: 15 West South Temple, Suite 1701					
Utah Street Address Required, PO Boxes can be listed after the Street Address					
City: Salt Lake City		State UT		Zip: 84101	
5. The Limited Liability Company shall use as its name in Utah: Birch Communications, LLC					
Must be the same as number (1) unless the name is not available or permitted in Utah.					
6. Purpose of the Limited Liability Company: (optional) Telecommunication resellers					
7. Managers/Members of the Limited Liability Company: (optional)					
Position	Name	Address	City	State	Zip
MANAGER:	Gordon P. Williams, Jr.	320 Interstate North Parkway SE	Atlanta	GA	30339
MANAGER:	Kevin Dotts	320 Interstate North Parkway SE	Atlanta	GA	30339
MEMBER:					
MEMBER:					
Under penalties of perjury, I declare that this application for authority to transact business has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.					
Authorized Signature:		Name & Title: Gordon P. Williams, Jr., Manager			
Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.					
Optional Inclusion of Ownership Information: This information is not required.					
Is this a female owned business? <input type="radio"/> Yes <input type="radio"/> No					
Is this a minority owned business? <input type="radio"/> Yes <input type="radio"/> No If yes, please specify: <input type="text" value="Select/Type the race of the owner here"/>					

FEB 23 '18 PM 2:06

State of Utah  
 Department of Commerce  
 Division of Corporations and Commercial Code  
 I hereby certified that the foregoing has been filed  
 and approved on this 23 day of Feb 20 18  
 in this office of this Division and hereby issued  
 This Certificate thereof.

Examiner

*ta*

Date

2-28-18



*Kathy Berg*  
 Kathy Berg  
 Division Director



State of Utah
Department of Commerce
Division of Corporations & Commercial Code
Articles/Statement of Conversion

RECEIVED
FEB 23 2018

Non-Refundable Processing Fee: \$37.00

Utah Div of Corp. & Comm. Code

1. The Articles/Statement of Conversion shall state:

Entity Number: 10639850-0143

First: The name and entity type of the company immediately prior to the filing of the conversion:

Name: Birch Communications, Inc.

Entity Type (Corp, LLC, LP, Partnership, DBA, etc.): Corporation

Second: The date and state where the company was first created and, if it has changed, its jurisdiction immediately prior to its conversion;

05/28/1996

Date of formation

Georgia

State / Jurisdiction

Third: The name and entity type of the company as set forth in its converted entity filing;

Name: Birch Communications, LLC

Entity Type: Limited Liability Company

Georgia

State / Jurisdiction

Corporation Service Company, 15 West South Temple, Suite 1701, Salt Lake City, Utah 84101

Registered Agent address or Utah mailing address for service of process if not qualified foreign entity

Fourth: The future effective date of the conversion to the new entity if it is not to be effective upon the filing of the conversion;

Fifth: Under penalties of perjury, I declare that the Articles/Statement of Conversion have been duly approved by the owners of the entity.

Name: Gordon P. Williams, Jr.

Signature:

[Handwritten Signature]

Title: Sr. Vice President, Secretary and GC

Date: February 8, 2018

2. Additional filing requirements: The non-refundable processing fee of \$37.00 payable to the State of Utah, and application for new entity must accompany this form. No additional fee for the new application.

Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

FEB 23 '18 PM2:06

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing has been filed
and approved on this 23 day of Feb 20 18.
In this office of this Division and hereby issued
This Certificate thereof.

Examiner

[Handwritten Initials]

Date

2-28-18



Kathy Berg
Kathy Berg
Division Director

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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TITLE PAGE

UTAH TELECOMMUNICATIONS SERVICES TARIFF

OF

**BIRCH COMMUNICATIONS, LLC**

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange and interexchange telecommunications services provided by Birch Communications, LLC with principal offices at 2323 Grand Blvd. Suite 925, Kansas City, MO 64108 for services furnished within the State of Utah. This tariff may be inspected, during normal business hours, at the Company's principal place of business.

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Issued: March 13, 2018

Effective: March 18, 2018

Issued By: Gordon P. Williams, Jr. - Senior Vice President and General Counsel  
2323 Grand Blvd., Suite 925  
Kansas City, MO 64108

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

**CHECK SHEET**

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

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
	Title	Original *	2	17	Original *
Preface	1	Original *	2	18	Original *
Preface	2	Original *	2	19	Original *
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Preface	5	Original *	2	22	Original *
Preface	6	Original *	2	23	Original *
1	1	Original *	2	24	Original *
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1	3	Original *	2	26	Original *
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2	3	Original *	2	31	Original *
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2	5	Original *	2	33	Original *
2	6	Original *	2	34	Original *
2	7	Original *	2	35	Original *
2	8	Original *	2	36	Original *
2	9	Original *	2	37	Original *
2	10	Original *	2	38	Original *
2	11	Original *	2	39	Original *
2	12	Original *	2	40	Original *
2	13	Original *	2	41	Original *
2	14	Original *	2	42	Original *
2	15	Original *	2	43	Original *
2	16	Original *			

\* - indicates those pages included with this tariff

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**CHECK SHEET (CONT'D)**

<b>SECTION</b>	<b>PAGE</b>	<b>REVISION</b>		<b>SECTION</b>	<b>PAGE</b>	<b>REVISION</b>	
3	1	Original	*	6	1	Original	*
4	1	Original	*	6	2	Original	*
4	2	Original	*	6	3	Original	*
4	3	Original	*	6	4	Original	*
4	4	Original	*	6	5	Original	*
4	5	Original	*	6	6	Original	*
4	6	Original	*	7	1	Original	*
5	1	Original	*	7	2	Original	*
5	2	Original	*	8	1	Original	*
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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**EXPLANATION OF SYMBOLS**

The following symbols are used for the purposes indicated below:

- (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 an increase.
- (M) - To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) - To signify new material including listing, rate, rule or condition.
- (R) - To signify a reduction.
- (S) - To signify reissued material.
- (T) - To signify change in wording of text but not change in rate, rule, or condition.



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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by Birch Communications, LLC, hereinafter referred to as the Company or Birch, to Customers within the state of Utah. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Utah Public Service Commission. In addition, this tariff is available for review at the main office of Birch Communications, LLC at 2323 Grand Blvd. Suite 925, Kansas City, MO 64108.

**SERVICE AREA MAP**

Birch Communications, LLC will provide local exchange service in areas currently served by the ILEC throughout the State of Utah.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**TARIFF FORMAT**

- A. Page Numbering** – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 1 - DEFINITIONS**

**Advance Payment** - Payment of all or part of a charge required before the start of service.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

**Authorized User** - A person, corporation or other entity that is authorized by the Company Customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

**Common Carrier** - An authorized company or entity providing telecommunications services to the public

**Company** - Birch Communications, LLC, the issuer of this tariff.

**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.

**Customer Terminal Equipment** - Terminal equipment provided by the Customer.

**Commission** – Utah Public Service Commission.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 1 - DEFINITIONS (CONT'D.)**

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**End Office** - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

**Equal Access** - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company network. Presubscribed Customers may also route interexchange calls to the Company network by dialing an access code supplied by the Company.

**Exchange Telephone Company or Telephone Company** - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

**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.

**IXC or Interexchange Carrier** - A long distance telecommunications services provider.

**Interruption** - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 1 - DEFINITIONS (CONT'D.)**

**Joint User** - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

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

**LEC** - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

**Local Calling** - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

**Monthly Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**MOU** - Minutes of Use.

**NECA** - National Exchange Carriers Association.

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

**PIN** - Personal Identification Number. See Authorization Code.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 1 - DEFINITIONS (CONT'D.)**

**Point of Presence (“POP”)** - The Point of Presence.

**Preferred Customer Discount (“PCD”)** – A discount added to the monthly invoice and deducted from the rack rate for grandfathered products and term contract discounts.

**Premises** - The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

**Recurring Charges** - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

**Service** - Any means of service offered herein or any combination thereof.

**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 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 on a substitute Service Commencement Date.

**Service Order** - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

**Services** - The Company telecommunications services offered on the Company network.

**Shared Inbound Calls** - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

**Shared Outbound Calls** - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company outbound service such that “1 + 10-digit number” calls are automatically routed to the Company or an IXC network. Calls to stations within the Customer's LATA may be placed by dialing “10XXX” or “101XXXX” with 1 + 10-digit number.”

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 1 - DEFINITIONS (CONT'D.)**

**Station** - The network control signaling unit and any other equipment provided at the Customer premises that enables the Customer to establish communications connections and to effect communications through such connections.

**Subscriber** - The person, firm, partnership, corporation, or other entity that orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

**Switched Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

**Usage Charges** - Charges for minutes or messages traversing over local exchange facilities.

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Utah.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.

**2.1.2 Shortage of Equipment or Facilities**

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond Company control.
- B.** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.



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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.3 Terms and Conditions**

- A.** Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.
- B.** Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company to provide service.
- C.** At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis, unless otherwise specified by the written Service Order, at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.3 Terms and Conditions (Cont'd.)**

- D.** Service may be terminated by Company upon written notice to the Customer if:
- 1.** the Customer is using the service in violation of this tariff; or
  - 2.** the Customer is using the service in violation of the law; or
  - 3.** the Customer is in violation of written Service Order terms.
- E.** This tariff shall be interpreted and governed by the laws of the State of Utah regardless of its choice of laws provision.
- F.** Any other telephone company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.4 Limitations on Liability**

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.4 Limitations on Liability (Cont'd.)**

- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  2. Any delay or failure of performance or equipment due to causes beyond the Company control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  3. Any unlawful or unauthorized use of Company facilities and services;
  4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  5. Breach in the privacy or security of communications transmitted over Company facilities;

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.4 Limitations on Liability (Cont'd.)**

**D. (Cont'd.)**

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in Section 2.1.4.A.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities;
9. Any non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.4 Limitations on Liability (Cont'd.)**

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** 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 or fitness for a particular use, except those expressly set forth herein.
- G.** Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- H.** Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)****2.1.4 Limitations on Liability (Cont'd.)****I. With respect to Emergency Number 911 Service**

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)****2.1.5 Notification of Service-Affecting Activities**

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



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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

- A.** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by Company agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.6 Provision of Equipment and Facilities (Cont'd.)**

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment.

**2.1.7 Non-routine Installation**

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

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)****2.1.8 Special Construction**

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

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

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use Company offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers who cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A.** the payment of all applicable charges pursuant to this tariff and written Service Orders;
- B.** damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.3 Obligations of the Customer (Cont'd.)****2.3.1 General (Cont'd.)**

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.3 Obligations of the Customer (Cont'd.)****2.3.2 Liability of the Customer**

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

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.4 Customer Equipment and Channels****2.4.1 General**

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

**2.4.2 Station Equipment**

- A.** Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.



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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.4 Customer Equipment and Channels (Cont'd.)**

**2.4.3 Interconnection of Facilities**

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C.** Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D.** Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.4 Customer Equipment and Channels (Cont'd.)**

**2.4.4 Inspections**

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.5 Payment Arrangements**

**2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.5 Payment Arrangements (Cont'd.)****2.5.2 Billing and Collection of Charges**

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

- A.** Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date unless otherwise agreed to in advance. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.5 Payment Arrangements (Cont'd.)**

**2.5.2 Billing and Collection of Charges (Cont'd.)**

- E.** If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, thirty (30) days following the invoice date, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.
- F.** The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G.** If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges. Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.
- H.** Invoices are available electronically and in paper form at the Customer's discretion. The Paper Invoice Fee of \$2.99 per month shall be waived for any Customer who elects Birch's Electronic Billing Option and forgoes receipt of paper bills.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.5 Payment Arrangements (Cont'd.)**

**2.5.3 Disputed Bills**

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 30 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B.** Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Utah Public Service Commission, Heber M. Wells Bldg., 160 East 300 South, Salt Lake City, UT 84111.
- C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D.** If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, payment is due within 5 days of notice of resolution or late fees and penalties will apply.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.5 Payment Arrangements (Cont'd.)****2.5.4 Dispute Resolution**

This Section applies to any dispute, controversy, or claim, whether based in contract, tort, equity, statute or any other legal theory, between the Customer and the Company arising out of, or relating to, any service, product, facilities, charge, advertising, representation, act or omission of the Company, or any other dispute, controversy, or claim arising from the relationship between the parties that either the Customer or the Company has against the other, regardless of the date of accrual and even if the dispute, controversy, or claim arises after service has terminated (hereinafter collectively referred to herein as "Dispute" or "Disputes"). All Disputes must be resolved as described in this section. BY ORDERING AND/OR CONTINUING SERVICES PROVIDED IN THIS TARIFF, THE CUSTOMER AGREES THAT ANY DISPUTE WILL BE RESOLVED BY THE DISPUTE RESOLUTION PROCESS DESCRIBED HEREIN AND NOT BY A JUDGE OR JURY IN COURT.

If the Customer has a Dispute with the Company, the Customer must first call the Company's Customer Service department, at the number listed on the Customer's invoice, to attempt to resolve the Dispute. The Customer must describe the Dispute and provide the Company with any supporting documentation reasonably requested by the Company. Likewise, if the Company has a Dispute with the Customer it will notify the Customer by letter sent to the Customer's billing address and attempt to resolve it before pursuing arbitration.

If the parties are unable to resolve the Dispute within 60 days of the initial notice, either party may request arbitration as described below.

MANDATORY ARBITRATION OF DISPUTES, ANY DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY, OR ANY EMPLOYEE, AGENT, PRIVY OR AFFILIATED ENTITY OF EITHER PARTY, WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THIS PROCESS, INCLUDING THE ARBITRABILITY OF ANY DISPUTE UNDER THIS TARIFF AND THE REVIEW OF ANY AWARD.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.5 Payment Arrangements (Cont'd.)****2.5.4 Dispute Resolution (Cont'd.)**

The arbitration will be conducted by and under the then-applicable commercial arbitration rules of the American Arbitration Association (“AAA”) at the nearest AAA Case Management Center or other location as agreed upon by Customer and Company. A single neutral arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or, alternatively, may be selected by agreement of the parties, who will cooperate in good faith to select the arbitrator. All expedited procedures prescribed by the applicable rules will apply. All required fees and costs will be paid equally by the parties as set forth in the AAA commercial arbitration rules. The arbitrator’s decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

No Dispute may be joined with another lawsuit, claim, dispute, or arbitration brought by any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this tariff and may not award punitive damages.

If any party files a judicial or administrative action to resolve a Dispute without first complying with the provisions of this Section and another party successfully stays such action and/or compels arbitration, the party filing that judicial or administrative action must pay the other party’s costs and expenses incurred in seeking such stay and/or compelling arbitration, including attorney’s fees.

Notwithstanding the provisions of this Section, the Customer may file a complaint with the Commission.

If any portion of this Section is determined to be invalid or unenforceable, the remainder of this section and this Tariff shall remain in full force and effect.



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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.5 Payment Arrangements (Cont'd.)**

**2.5.5 Advance Payments**

For commercial Customers, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.5 Payment Arrangements (Cont'd.)**

**2.5.6 Deposits**

**A. Commercial Customers**

1. 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 or has a bad credit rating 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 which has established satisfactory credit and has no history of late payments to the Company.
2. The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
3. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.5 Payment Arrangements (Cont'd.)****2.5.6 Deposits (Cont'd.)****A. Commercial Customers (Cont'd.)**

4. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission.
5. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.
6. Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the Company. A transfer of service from one location to another within the Company serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.
7. Deposits will be refunded after twelve months of timely payment, with interest as specified above.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.5 Payment Arrangements (Cont'd.)****2.5.7 Cancellation of Application for Service**

- A.** Applications for service cannot be canceled without Company agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D.** Special charges described in 2.7.6.A. through 2.7.6.C. will be calculated and applied on a case-by-case basis.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.5 Payment Arrangements (Cont'd.)**

**2.5.8 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.6 Discontinuance of Service**

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

Without incurring liability, Birch may refuse or discontinue service for the following reasons provided that, unless otherwise stated, the Customer shall be notified in writing of the Company's intention to discontinue service and be allowed no less than seven (7) days from the mailing date to respond to the notice.

- 2.6.1** For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.6.2** For noncompliance with or violation of Commission regulation or Birch's rules and regulations on file with the Commission.
- 2.6.3** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- 2.6.4** For failure of the Customer to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.6 Discontinuance of Service (Cont'd.)**

- 2.6.5** Without notice in the event of tampering with the equipment or services owned by Birch or its agents.
- 2.6.6** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect Company equipment or Company service to others.
- 2.6.7** For neglect or refusal to provide reasonable access to Birch or its agents for the purpose of inspection and maintenance of equipment owned by Birch or its agents.
- 2.6.8** For non-payment of any amount past due to the Company by the Customer.
- 2.6.9** Without notice for unauthorized or unlawful use of Authorization Codes. Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company.
- 2.6.10** Without notice in the event of any other unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Birch may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.6.11** For Customer's breach of contract for service between the Company and the Customer.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.7 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

**2.7.1 General**

- A.** A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by Company agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.



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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.7 Allowances for Interruptions in Service (Cont'd.)****2.7.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- A.** Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.7 Allowances for Interruptions in Service (Cont'd.)****2.7.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**2.7.4 Application of Credits for Interruptions in Service**

- A.** Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C.** A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.7 Allowances for Interruptions in Service (Cont'd.)**

**2.7.4 Application of Credits for Interruptions in Service (Cont'd.)**

**D. Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service To Be Credited</b>
Less than 2 hours	
Over 2 Hours	Credit Formula

**Credit Formula:**

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 8 or more)

B = total monthly Recurring Charge for affected service.

**2.7.5 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.8 Use of Customer's Service by Others**

**2.8.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.9 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below unless otherwise stated in written Service Order. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

**2.9.1 Termination Liability**

The Customer's termination liability for cancellation of service shall be equal to:

- A.** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C.** all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.10 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

**2.10.1** to any subsidiary, parent company or affiliate of the Company; or

**2.10.2** pursuant to any sale or transfer of substantially all the assets of the Company; or

**2.10.3** pursuant to any financing, merger or reorganization of the Company.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.11 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains Company services provided under this tariff.

**2.11.1 Customer Liability for Fraud and Unauthorized Use of the Network**

- A.** The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B.** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C.** The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.12 Notices and Communications**

- 2.12.1** The Customer shall designate on the Service Order the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.
- 2.12.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.



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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.13 Taxes, Fees and Surcharges**

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), compensation to pay telephone service providers, E911 Assessments and Relay Services. Fees or surcharges for such programs will be included in this section of the Tariff.

**2.13.1 Utah Universal Service Fund Surcharge**

All Customers will be assessed a surcharge to support the Utah Universal Service ("UUSF") program. The UUSF Surcharge will be based on a percentage of the Customer's total local billing including any non-recurring, recurring, usage and per call charges. This surcharge will appear as a separate line item on the Customer's bill. The percentage applied to the Customer's local billing will be equal to the assessment percentage paid by the Company as determined by Utah law or Commission rules rounded up to the nearest whole percent, and may vary from time to time as required by Utah law or Commission rules.

**2.13.2 E911 Service Surcharge**

All Customers will be assessed a per line surcharge to support local E911 Service Program. The E911 Surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by local jurisdictional assessments rounded up to the nearest whole cent, and may vary from time to time as required by Utah law, Commission rules or local jurisdiction requirements.

**2.13.3 Utah Poison Control Center Tax**

All Customers will be assessed a per line surcharge to support the Utah Poison Control Center program. This surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by Utah law or Commission rules rounded up to the nearest whole cent, and may vary from time to time as required by Utah law or Commission rules.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.13 Taxes, Fees and Surcharges (Cont'd.)****2.13.4 Utah Telecommunications Relay Service Surcharge**

All Customers will be assessed a per line surcharge to support the Utah Telecommunications Relay Service ("UTRS") program. The UTRS Surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by Utah law or Commission rules rounded up to the nearest whole cent and may vary from time to time as required by Utah law or Commission rules.

**2.14 Miscellaneous Provisions****2.14.1 Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

**2.14.2 Maintenance and Operations Records**

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 3 - SERVICE AREAS**

**3.1 Local Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in the exchanges and local calling areas currently served by the Incumbent LEC.

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 LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF
 

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**SECTION 4 – SERVICE CHARGES AND SURCHARGES (CONT'D)****4.1 Premises Visit Charge**

Premises visit charges apply when the installation of network access facilities or trouble solution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

Premise Work Charge/No trouble Found Charge	\$139.00
Initial Hour (time & materials)	\$165.00
Trouble Determination (per request)	\$100.00
Each Additional 30minute increment	\$60.00
Each Additional Jack & Wiring (existing customer)	\$65.00
After Hours (time & materials) (1)	\$139.00

**4.2 Restoral Charge**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after the disconnection of service, service is later re-installed.

Per occasion initial line	\$38.00
Per occasion additional line	\$38.00

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 4 – SERVICE CHARGES AND SURCHARGES (CONT'D)****4.3 Carrier Presubscription****4.3.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for IntraLATA and InterLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

**4.3.2 Presubscription Options** - Customers may select the same carrier or separate carriers for IntraLATA and InterLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for IntraLATA toll calls subject to presubscription and the Company for InterLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both IntraLATA and InterLATA toll calls subject to presubscription
- Option E:** Customer may select two different carriers, neither being the Company for IntraLATA and InterLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary InterLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for IntraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all IntraLATA toll calls to the carrier of choice for each call.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 4 – SERVICE CHARGES AND SURCHARGES (CONT'D)**

**4.3 Carrier Presubscription (Cont'd.)**

**4.4.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.3.5 below.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 4 – SERVICE CHARGES AND SURCHARGES (CONT'D)****4.3 Carrier Presubscription (Cont'd.)****4.3.4 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.3.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES (CONT'D.)**

**4.3 Carrier Presubscription (Cont'd.)**

**4.3.1 Presubscription Charges**

**A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.3.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

**B. Nonrecurring Charges**

Per line, trunk or port	
Initial Line or Trunk or Port	\$50.00
Additional Line, Trunk or Port	\$50.00



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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES (CONT'D.)****4.4 Public Telephone Surcharge**

In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate per Call:                   \$0.55

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 5 - LOCAL EXCHANGE SERVICE**

**5.1 BirchNet Products**

**5.1.1 BirchNet Pricing**

**A. BirchNet Basic Line:**

1. BirchNet Basic Line is equipped with:

Basic Line  
Unlimited Local, IntraLATA Long Distance  
Caller ID – Name and Number  
Call Waiting  
Hunting

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)

5.1 BirchNet Products (Cont'd.)

5.1.1 BirchNet Pricing (Cont'd.)

A. BirchNet Basic Line (Cont'd.)

2. Rates and Charges

a. Monthly Recurring Charges – Business

CLLI	BirchNet Basic Line 12 Months	BirchNet Basic Line 24 Months	BirchNet Basic Line 36 Months	CLLI	BirchNet Basic Line 12 Months	BirchNet Basic Line 24 Months	BirchNet Basic Line 36 Months
ALTAUTMA	\$46.95	\$45.95	\$44.95	HYRMUTMA	\$61.95	\$59.95	\$58.95
AMFKUTMA	\$48.95	\$47.95	\$46.95	KRNSUTMA	\$46.95	\$45.95	\$44.95
BEVRUTMA	\$61.95	\$59.95	\$58.95	KYVLUTMA	\$46.95	\$45.95	\$44.95
BGCYUTMA	\$61.95	\$59.95	\$58.95	LEDSUTMA	\$61.95	\$59.95	\$58.95
BNHDUTMA	\$61.95	\$59.95	\$58.95	LEHIUTMA	\$48.95	\$47.95	\$46.95
BNTFUTMA	\$46.95	\$45.95	\$44.95	LOGNUTMA	\$61.95	\$59.95	\$58.95
CDCYUTMA	\$61.95	\$59.95	\$58.95	LYTNUTMA	\$46.95	\$45.95	\$44.95
CLFDUTMA	\$46.95	\$45.95	\$44.95	MAGNUTNM	\$46.95	\$45.95	\$44.95
CRNNUTMA	\$61.95	\$59.95	\$58.95	MDVAUTMA	\$46.95	\$45.95	\$44.95
CTWDUTMA	\$46.95	\$45.95	\$44.95	MNPLUTMA	\$61.95	\$59.95	\$58.95
DCHSUTMA	\$61.95	\$59.95	\$58.95	MONRUTMA	\$61.95	\$59.95	\$58.95
DGWYUTMA	\$61.95	\$59.95	\$58.95	MRGNUTMA	\$61.95	\$59.95	\$58.95
DRPRUTMA	\$46.95	\$45.95	\$44.95	MRRYUTMA	\$46.95	\$45.95	\$44.95
ECRCUTMA	\$61.95	\$59.95	\$58.95	MTGNUTMA	\$61.95	\$59.95	\$58.95
EPHRUTMA	\$61.95	\$59.95	\$58.95	NEPHUTMA	\$61.95	\$59.95	\$58.95
FRTNUTMA	\$46.95	\$45.95	\$44.95	NSLKUTMA	\$46.95	\$45.95	\$44.95
GTVLUTMA	\$61.95	\$59.95	\$58.95	OGDNUTMA	\$46.95	\$45.95	\$44.95
HBCYUTMA	\$61.95	\$59.95	\$58.95	OGDNUTNO	\$46.95	\$45.95	\$44.95
HLDYUTMA	\$46.95	\$45.95	\$44.95	OGDNUTSO	\$46.95	\$45.95	\$44.95
HNVIUTMA	\$46.95	\$45.95	\$44.95	OGDNUTWE	\$46.95	\$45.95	\$44.95
HRCNUTMA	\$61.95	\$59.95	\$58.95	OREMUTMA	\$48.95	\$47.95	\$46.95

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

**SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)**

**5.1 BirchNet Products (Cont'd.)**

**5.1.1 BirchNet Pricing (Cont'd.)**

**A. BirchNet Basic Line (Cont'd.)**

2. Rates and Charges (Cont'd.)

a. Monthly Recurring Charges – Business (Cont'd.)

<u>CLLI</u>	<u>BirchNet Basic Line 12 Months</u>	<u>BirchNet Basic Line 24 Months</u>	<u>BirchNet Basic Line 36 Months</u>	<u>CLLI</u>	<u>BirchNet Basic Line 12 Months</u>	<u>BirchNet Basic Line 24 Months</u>	<u>BirchNet Basic Line 36 Months</u>
PAGEAZMA	\$48.95	\$47.95	\$46.95	SLKCUTEA	\$46.95	\$45.95	\$44.95
PHNXAZMA	\$46.95	\$45.95	\$44.95	SLKCUTSO	\$46.95	\$45.95	\$44.95
PLGVUTMA	\$48.95	\$47.95	\$46.95	SLKCUTWE	\$46.95	\$45.95	\$44.95
PRCYUTMA	\$61.95	\$59.95	\$58.95	SMFDUTMA	\$61.95	\$59.95	\$58.95
PROVUTMA	\$48.95	\$47.95	\$46.95	SNTQUTMA	\$48.95	\$47.95	\$46.95
PRWNUTMA	\$61.95	\$59.95	\$58.95	SPDLUTMA	\$61.95	\$59.95	\$58.95
PYSNUTMA	\$48.95	\$47.95	\$46.95	SPFKUTMA	\$48.95	\$47.95	\$46.95
RCFDUTMA	\$61.95	\$59.95	\$58.95	SPVLUTMA	\$48.95	\$47.95	\$46.95
RCMDUTMA	\$61.95	\$59.95	\$58.95	STGRUTMA	\$61.95	\$59.95	\$58.95
RSVTUTMA	\$61.95	\$59.95	\$58.95	TOOLUTMA	\$61.95	\$59.95	\$58.95
RVTNUTMA	\$46.95	\$45.95	\$44.95	VEYOUTMA	\$61.95	\$59.95	\$58.95
SALMUTMA	\$48.95	\$47.95	\$46.95	WASHUTMA	\$61.95	\$59.95	\$58.95
SALNUTMA	\$61.95	\$59.95	\$58.95	WJRDUTMA	\$46.95	\$45.95	\$44.95

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)**

**5.1 BirchNet Products (Cont'd.)**

**5.1.1 BirchNet Pricing (Cont'd.)**

**B. BirchNet Basic Plus**

1. BirchNet Basic Plus is equipped with:

Dial tone Line  
Unlimited Local and Intra-LATA Long Distance  
Anonymous Call Rejection, per line  
Call Block (Business Only)  
Call Forwarding  
Call Forwarding Busy Line  
Call Forwarding Don't Answer  
Call Return  
Call Selector  
Call Tracing  
Call Waiting  
Caller ID  
Caller ID Deluxe  
Calling number delivery blocking, per line  
Distinctive Ringing Service  
Enhanced Caller ID  
Hunting  
Preferred Call Forwarding  
Remote Access – Call Forwarding Variable  
Repeat Dialing  
Selective Class of Call Screening  
Speed Calling  
Three-Way Calling

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)

5.1 BirchNet Products (Cont'd.)

5.1.1 BirchNet Pricing (Cont'd.)

B. BirchNet Basic Plus (Cont'd.)

2. Rates and Charges (Cont'd.)

a. Monthly Recurring Charges – Business

CLLI	BirchNet Basic Plus Line 12 Months	BirchNet Basic Plus Line 24 Months	BirchNet Basic Plus Line 36 Months	CLLI	BirchNet Basic Plus Line 12 Months	BirchNet Basic Plus Line 24 Months	BirchNet Basic Plus Line 36 Months
ALTAUTMA	\$46.95	\$45.95	\$44.95	KRNSUTMA	\$46.95	\$45.95	\$44.95
AMFKUTMA	\$48.95	\$47.95	\$46.95	KYVLUTMA	\$46.95	\$45.95	\$44.95
BEVRUTMA	\$61.95	\$59.95	\$58.95	LEDSUTMA	\$61.95	\$59.95	\$58.95
BGCYUTMA	\$61.95	\$59.95	\$58.95	LEHIUTMA	\$48.95	\$47.95	\$46.95
BNHDUTMA	\$61.95	\$59.95	\$58.95	LOGNUTMA	\$61.95	\$59.95	\$58.95
BNTFUTMA	\$46.95	\$45.95	\$44.95	LYTNUTMA	\$46.95	\$45.95	\$44.95
CDCYUTMA	\$61.95	\$59.95	\$58.95	MAGNUTNM	\$46.95	\$45.95	\$44.95
CLFDUTMA	\$46.95	\$45.95	\$44.95	MDVAUTMA	\$46.95	\$45.95	\$44.95
CRNNUTMA	\$61.95	\$59.95	\$58.95	MNPLUTMA	\$61.95	\$59.95	\$58.95
CTWDUTMA	\$46.95	\$45.95	\$44.95	MONRUTMA	\$61.95	\$59.95	\$58.95
DCHSUTMA	\$61.95	\$59.95	\$58.95	MRGNUTMA	\$61.95	\$59.95	\$58.95
DGWYUTMA	\$61.95	\$59.95	\$58.95	MRRYUTMA	\$46.95	\$45.95	\$44.95
DRPRUTMA	\$46.95	\$45.95	\$44.95	MTGNUTMA	\$61.95	\$59.95	\$58.95
ECRCUTMA	\$61.95	\$59.95	\$58.95	NEPHUTMA	\$61.95	\$59.95	\$58.95
EPHRUTMA	\$61.95	\$59.95	\$58.95	NSLKUTMA	\$46.95	\$45.95	\$44.95
FRTNUTMA	\$46.95	\$45.95	\$44.95	OGDNUTMA	\$46.95	\$45.95	\$44.95
GTVLUTMA	\$61.95	\$59.95	\$58.95	OGDNUTNO	\$46.95	\$45.95	\$44.95
HBCYUTMA	\$61.95	\$59.95	\$58.95	OGDNUTSO	\$46.95	\$45.95	\$44.95
HLDYUTMA	\$46.95	\$45.95	\$44.95	OGDNUTWE	\$46.95	\$45.95	\$44.95
HNVIUTMA	\$46.95	\$45.95	\$44.95	OREMUTMA	\$48.95	\$47.95	\$46.95
HRCNUTMA	\$61.95	\$59.95	\$58.95	PAGEAZMA	\$48.95	\$47.95	\$46.95
HYRMUTMA	\$61.95	\$59.95	\$58.95	PHNXAZMA	\$46.95	\$45.95	\$44.95

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 2323 Grand Blvd., Suite 925  
 Kansas City, MO 64108

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

**SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)**

**5.1 BirchNet Products (Cont'd.)**

**5.1.1 BirchNet Pricing (Cont'd.)**

**B. BirchNet Basic Plus (Cont'd.)**

2. Rates and Charges (Cont'd.)

a. Monthly Recurring Charges – Business (Cont'd.)

<u>CLLI</u>	<u>BirchNet Basic Plus Line 12 Months</u>	<u>BirchNet Basic Plus Line 24 Months</u>	<u>BirchNet Basic Plus Line 36 Months</u>	<u>CLLI</u>	<u>BirchNet Basic Plus Line 12 Months</u>	<u>BirchNet Basic Plus Line 24 Months</u>	<u>BirchNet Basic Plus Line 36 Months</u>
PLGVUTMA	\$48.95	\$47.95	\$46.95	SLKCUTSO	\$46.95	\$45.95	\$44.95
PRCYUTMA	\$61.95	\$59.95	\$58.95	SLKCUTWE	\$46.95	\$45.95	\$44.95
PROVUTMA	\$48.95	\$47.95	\$46.95	SMFDUTMA	\$61.95	\$59.95	\$58.95
PRWNUTMA	\$61.95	\$59.95	\$58.95	SNTQUTMA	\$48.95	\$47.95	\$46.95
PYSNUTMA	\$48.95	\$47.95	\$46.95	SPDLUTMA	\$61.95	\$59.95	\$58.95
RCFDUTMA	\$61.95	\$59.95	\$58.95	SPFKUTMA	\$48.95	\$47.95	\$46.95
RCMDUTMA	\$61.95	\$59.95	\$58.95	SPVLUTMA	\$48.95	\$47.95	\$46.95
RSVTUTMA	\$61.95	\$59.95	\$58.95	STGRUTMA	\$61.95	\$59.95	\$58.95
RVTNUTMA	\$46.95	\$45.95	\$44.95	TOOLUTMA	\$61.95	\$59.95	\$58.95
SALMUTMA	\$48.95	\$47.95	\$46.95	VEYOUTMA	\$61.95	\$59.95	\$58.95
SALNUTMA	\$61.95	\$59.95	\$58.95	WASHUTMA	\$61.95	\$59.95	\$58.95
SLKCUTEA	\$46.95	\$45.95	\$44.95	WJRDUTMA	\$46.95	\$45.95	\$44.95

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 LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF
 

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**SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)**
**5.1 BirchNet Products (Cont'd.)**
**5.1.1 BirchNet Pricing (Cont'd.)**
**B. BirchNet Basic Plus (Cont'd.)**

## 3. Birch Long Distance Rates for BirchNet Basic Plus:

<u>Rate Per Minute</u>	<u>Business</u>
In Contract Minutes	\$0.049
No Contract Minutes	\$0.075

a. Long distance is only applicable to standard outbound domestic long distance only, originating from Birch customer to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

b. Toll Free service is available with this product.

## 4. Footnotes for BirchNet Basic Plus

a. BirchNet Basic Plus applies to business customers.

All customers will be required to sign a 12, 24 or 36 month term agreement.

Early Termination Fees are calculated using the following formula: \$50 x Months Remaining (Per Location)

The early termination fee will apply per location on the original term agreement or any subsequent renewal of the term agreement.



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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)**

**5.1 BirchNet Products (Cont'd.)**

**5.1.1 BirchNet Pricing (Cont'd.)**

**B. BirchNet Basic Plus (Cont'd.)**

4. Footnotes for BirchNet Basic Plus (Cont'd.)

b. Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate. If more features are chosen with the BirchNet Basic Plus bundle, standard rates located in Section 6.1 of this tariff will apply.

c. The availability of certain features is dependent on ILEC feature availability.

d. Product may not be available in all CLLIs.

e. Long Distance Rates apply to all domestic 1+ direct dialed minutes of use.

Customer may choose to use another carrier for their long distance purposes; however, declining the Birch long distance will not reduce the package monthly rate.

f. An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Basic Plus. There is a maximum of 3 extensions per voicemail box. Call Forwarding – Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their BirchNet Basic Plus.

g. Caller ID with Name and Number—Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.1 BirchNet Products (Cont'd.)****5.1.1 BirchNet Pricing (Cont'd.)****B. BirchNet Basic Plus (Cont'd.)**

## 4. Footnotes for BirchNet Basic Plus (Cont'd.)

- h. Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residences of employees/ volunteers, where an executive officer of the agency registers with the Company a need for blocking; (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies. The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a name or telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated. Telephone calling party name and/or number (CPN) information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.
- i. Call Forwarding –Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their BirchNet Basic Plus.
- j. All term commitment discounts will be applied on the current invoice as a discount off of the standard monthly recurring charge for service.
- k. Effective upon expiration of the initial or any subsequent term, the contract discount will expire.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)**

**5.1 BirchNet Products (Cont'd.)**

**5.1.1 BirchNet Pricing (Cont'd.)**

**C. BirchNet Essentials**

1. BirchNet Essentials is equipped with:

Basic Line  
Unlimited Features  
Hunting (business)  
Unlimited Local Intra-LATA Long Distance  
200 Minutes of Domestic Inter-LATA Long Distance

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

**SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)**

**5.1 BirchNet Products (Cont'd.)**

**5.1.1 BirchNet Pricing (Cont'd.)**

**C. BirchNet Essentials (Cont'd.)**

2. Rates and Charges

a. Monthly Recurring Charges – Business

<u>CLLI</u>	<u>BirchNet Essentials 12 Months</u>	<u>BirchNet Essentials 24 Months</u>	<u>BirchNet Essentials 36 Months</u>	<u>CLLI</u>	<u>BirchNet Essentials 12 Months</u>	<u>BirchNet Essentials 24 Months</u>	<u>BirchNet Essentials 36 Months</u>
ALTAUTMA	\$48.95	\$47.95	\$46.95	DGWYUTMA	\$62.95	\$61.95	\$59.95
AMFKUTMA	\$50.95	\$48.95	\$47.95	DRPRUTMA	\$48.95	\$47.95	\$46.95
BEVRUTMA	\$62.95	\$61.95	\$59.95	ECRCUTMA	\$62.95	\$61.95	\$59.95
BGCYUTMA	\$62.95	\$61.95	\$59.95	EPHRUTMA	\$62.95	\$61.95	\$59.95
BNHDUTMA	\$62.95	\$61.95	\$59.95	FRTNUTMA	\$48.95	\$47.95	\$46.95
BNTFUTMA	\$48.95	\$47.95	\$46.95	GTVLUTMA	\$62.95	\$61.95	\$59.95
CDCYUTMA	\$62.95	\$61.95	\$59.95	HBCYUTMA	\$62.95	\$61.95	\$59.95
CLFDUTMA	\$48.95	\$47.95	\$46.95	HLDYUTMA	\$48.95	\$47.95	\$46.95
CRNNUTMA	\$62.95	\$61.95	\$59.95	HNVIUTMA	\$48.95	\$47.95	\$46.95
CTWDUTMA	\$48.95	\$47.95	\$46.95	HRCNUTMA	\$62.95	\$61.95	\$59.95
DCHSUTMA	\$62.95	\$61.95	\$59.95	HYRMUTMA	\$62.95	\$61.95	\$59.95

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)

5.1 BirchNet Products (Cont'd.)

5.1.1 BirchNet Pricing (Cont'd.)

C. BirchNet Essentials (Cont'd.)

2. Rates and Charges (Cont'd.)

a. Monthly Recurring Charges – Business (Cont'd.)

CLLI	BirchNet Essentials 12 Months	BirchNet Essentials 24 Months	BirchNet Essentials 36 Months	CLLI	BirchNet Essentials 12 Months	BirchNet Essentials 24 Months	BirchNet Essentials 36 Months
KRNSUTMA	\$48.95	\$47.95	\$46.95	PRWNUTMA	\$62.95	\$61.95	\$59.95
KYVLUTMA	\$48.95	\$47.95	\$46.95	PYSNUTMA	\$50.95	\$48.95	\$47.95
LEDSUTMA	\$62.95	\$61.95	\$59.95	RCFDUTMA	\$62.95	\$61.95	\$59.95
LEHIUTMA	\$50.95	\$48.95	\$47.95	RCMDUTMA	\$62.95	\$61.95	\$59.95
LOGNUTMA	\$62.95	\$61.95	\$59.95	RSVTUTMA	\$62.95	\$61.95	\$59.95
LYTNUTMA	\$48.95	\$47.95	\$46.95	RVTNUTMA	\$48.95	\$47.95	\$46.95
MAGNUTNM	\$48.95	\$47.95	\$46.95	SALMUTMA	\$50.95	\$48.95	\$47.95
MDVAUTMA	\$48.95	\$47.95	\$46.95	SALNUTMA	\$62.95	\$61.95	\$59.95
MNPLUTMA	\$62.95	\$61.95	\$59.95	SLKCUTEA	\$48.95	\$47.95	\$46.95
MONRUTMA	\$62.95	\$61.95	\$59.95	SLKCUTSO	\$48.95	\$47.95	\$46.95
MRGNUTMA	\$62.95	\$61.95	\$59.95	SLKCUTWE	\$48.95	\$47.95	\$46.95
MRRYUTMA	\$48.95	\$47.95	\$46.95	SMTDUTMA	\$62.95	\$61.95	\$59.95
MTGNUTMA	\$62.95	\$61.95	\$59.95	SNTQUTMA	\$50.95	\$48.95	\$47.95
NEPHUTMA	\$62.95	\$61.95	\$59.95	SPDLUTMA	\$62.95	\$61.95	\$59.95
NSLKUTMA	\$48.95	\$47.95	\$46.95	SPFKUTMA	\$50.95	\$48.95	\$47.95
OGDNUTMA	\$48.95	\$47.95	\$46.95	SPVLUTMA	\$50.95	\$48.95	\$47.95
OGDNUTNO	\$48.95	\$47.95	\$46.95	STGRUTMA	\$62.95	\$61.95	\$59.95
OGDNUTSO	\$48.95	\$47.95	\$46.95	TOOLUTMA	\$62.95	\$61.95	\$59.95
OGDNUTWE	\$48.95	\$47.95	\$46.95	VEYOUTMA	\$62.95	\$61.95	\$59.95
OREMUTMA	\$50.95	\$48.95	\$47.95	WASHUTMA	\$62.95	\$61.95	\$59.95
PAGEAZMA	\$50.95	\$48.95	\$47.95	WJRDUTMA	\$48.95	\$47.95	\$46.95
PHNXAZMA	\$48.95	\$47.95	\$46.95				
PLGVUTMA	\$50.95	\$48.95	\$47.95				
PRCYUTMA	\$62.95	\$61.95	\$59.95				
PROVUTMA	\$50.95	\$48.95	\$47.95				

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)

5.1 BirchNet Products (Cont'd.)

5.1.1 BirchNet Pricing (Cont'd.)

D. BirchNet Value Line

1. BirchNet Value Line is equipped with:

Basic Line

2. Rates and Charges

1. Monthly Recurring Charges - Business

CLLI	BirchNet Value Line 12 Months	BirchNet Value Line 24 Months	BirchNet Value Line 36 Months	CLLI	BirchNet Value Line 12 Months	BirchNet Value Line 24 Months	BirchNet Value Line 36 Months
ALTAUTMA	\$44.95	\$43.95	\$42.95	LEHIUTMA	\$46.95	\$45.95	\$43.95
AMFKUTMA	\$46.95	\$45.95	\$43.95	LOGNUTMA	\$58.95	\$57.95	\$55.95
BEVRUTMA	\$58.95	\$57.95	\$55.95	LYTNUTMA	\$44.95	\$43.95	\$42.95
BGCYUTMA	\$58.95	\$57.95	\$55.95	MAGNUTNM	\$44.95	\$43.95	\$42.95
BNHDUTMA	\$58.95	\$57.95	\$55.95	MDVAUTMA	\$44.95	\$43.95	\$42.95
BNTFUTMA	\$44.95	\$43.95	\$42.95	MNPLUTMA	\$58.95	\$57.95	\$55.95
CDCYUTMA	\$58.95	\$57.95	\$55.95	MONRUTMA	\$58.95	\$57.95	\$55.95
CLFDUTMA	\$44.95	\$43.95	\$42.95	MRGNUTMA	\$58.95	\$57.95	\$55.95
CRNNUTMA	\$58.95	\$57.95	\$55.95	MRRYUTMA	\$44.95	\$43.95	\$42.95
CTWDUTMA	\$44.95	\$43.95	\$42.95	MTGNUTMA	\$58.95	\$57.95	\$55.95
DCHSUTMA	\$58.95	\$57.95	\$55.95	NEPHUTMA	\$58.95	\$57.95	\$55.95
DGWWYUTMA	\$58.95	\$57.95	\$55.95	NSLKUTMA	\$44.95	\$43.95	\$42.95
DRPRUTMA	\$44.95	\$43.95	\$42.95	OGDNUTMA	\$44.95	\$43.95	\$42.95
ECRCUTMA	\$58.95	\$57.95	\$55.95	OGDNUTNO	\$44.95	\$43.95	\$42.95
EPHRUTMA	\$58.95	\$57.95	\$55.95	OGDNUTSO	\$44.95	\$43.95	\$42.95
FRTNUTMA	\$44.95	\$43.95	\$42.95	OGDNUTWE	\$44.95	\$43.95	\$42.95
GTVLUTMA	\$58.95	\$57.95	\$55.95	OREMUTMA	\$46.95	\$45.95	\$43.95
HBCYUTMA	\$58.95	\$57.95	\$55.95	PAGEAZMA	\$46.95	\$45.95	\$43.95
HLDYUTMA	\$44.95	\$43.95	\$42.95	PHNXAZMA	\$44.95	\$43.95	\$42.95
HNVIUTMA	\$44.95	\$43.95	\$42.95	PLGVUTMA	\$46.95	\$45.95	\$43.95
HRCNUTMA	\$58.95	\$57.95	\$55.95	PRCYUTMA	\$58.95	\$57.95	\$55.95
HYRMUTMA	\$58.95	\$57.95	\$55.95	PROVUTMA	\$46.95	\$45.95	\$43.95
KRNSUTMA	\$44.95	\$43.95	\$42.95	PRWNUTMA	\$58.95	\$57.95	\$55.95
KYVLUUTMA	\$44.95	\$43.95	\$42.95	PYSNUTMA	\$46.95	\$45.95	\$43.95
LEDSUTMA	\$58.95	\$57.95	\$55.95	RCFDUTMA	\$58.95	\$57.95	\$55.95

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2323 Grand Blvd., Suite 925  
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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

**SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)**

**5.1 BirchNet Products (Cont'd.)**

**5.1.1 BirchNet Pricing (Cont'd.)**

**D. BirchNet Value Line (Cont'd.)**

2. Rates and Charges (Cont'd.)

1. Monthly Recurring Charges - Business (Cont'd.)

<u>CLLI</u>	BirchNet Value Line 12 Months	BirchNet Value Line 24 Months	BirchNet Value Line 36 Months	<u>CLLI</u>	BirchNet Value Line 12 Months	BirchNet Value Line 24 Months	BirchNet Value Line 36 Months
RCMDUTMA	\$58.95	\$57.95	\$55.95	SNTQUTMA	\$46.95	\$45.95	\$43.95
RSVTUTMA	\$58.95	\$57.95	\$55.95	SPDLUTMA	\$58.95	\$57.95	\$55.95
RVTNUTMA	\$44.95	\$43.95	\$42.95	SPFKUTMA	\$46.95	\$45.95	\$43.95
SALMUTMA	\$46.95	\$45.95	\$43.95	SPVLUTMA	\$46.95	\$45.95	\$43.95
SALNUTMA	\$58.95	\$57.95	\$55.95	STGRUTMA	\$58.95	\$57.95	\$55.95
SLKCUTEA	\$44.95	\$43.95	\$42.95	TOOLUTMA	\$58.95	\$57.95	\$55.95
SLKCUTSO	\$44.95	\$43.95	\$42.95	VEYOUTMA	\$58.95	\$57.95	\$55.95
SLKCUTWE	\$44.95	\$43.95	\$42.95	WASHUTMA	\$58.95	\$57.95	\$55.95
SMFDUTMA	\$58.95	\$57.95	\$55.95	WJRDUTMA	\$44.95	\$43.95	\$42.95

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D)****5.2 Remote Call Forwarding**

5.2.1 Remote Call Forwarding (RCF) is a service whereby a call placed from a station the originating station) to a customer's (the RCF customer) telephone number (call forwarding location) is automatically forwarded by Company central office equipment to another station designated by the RCF customer (terminating station).

**5.2.2 Limitations**

- (a) Remote Call Forwarding service is offered subject to availability of suitable facilities.
- (b) RCF is not offered where the terminating number is a coin or coinless pay telephone.
- (c) The Company does not guarantee identification of the originating telephone number to the Remote Call Forwarding customer.
- (d) Transmission quality may vary depending on the distance and routing necessary to complete a call. Since RCF service "tandems" two calls into one call, normal transmission quality is not assured for calls forwarded via RCF. Nonetheless, the resulting transmission performance will generally meet the RCF customer's voice-grade needs. Service arrangements which tandem more than two calls into one are more likely to result in unacceptable transmission quality; therefore, the Company will not knowingly forward calls via RCF to another telecommunications service arranged for permanent call forwarding. This policy can be administered only at the time RCF is ordered, and applies only in the forwarding direction. The services to which RCF calls are forwarded are provided independent of the RCF service and may not be within the Company's jurisdiction. Further, such services can be changed subsequent to the provision of an RCF service. Consequently, it is impractical to assure that such increased tandem forwarding never occurs. Where the Company is aware of such a service configuration, it reserves the right to modify such arrangements. Modifications may include, but are not limited to, changing the associated forwarded to number or termination of the RCF service. The RCF customer will be responsible for normal tariff charges for such changes.



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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D)****5.2 Remote Call Forwarding (Cont'd.)****5.2.2 Limitations (Cont'd.)**

- (e) Remote Call Forwarding is not suitable for satisfactory transmission of data.
- (f) RCF is provided on the condition that the customer subscribe to sufficient RCF features and facilities to adequately handle calls to the RCF customer without interfering with or impairing any services offered by the Company. If in the opinion of the Company, additional Remote Call Forwarding features at the call forwarding location or facilities at the terminating station line are needed, the customer will, where appropriate, be required to subscribe to such additional RCF features and facilities. In the event the customer refuses to subscribe to such additional RCF features and facilities, said customer's RCF service shall be subject to termination.
- (g) When the Call Forwarding number is to be located in a multi-office exchange, the Company will determine the serving central office.
- (h) Remote Call Forwarding will be provided for local calling where the RCF telephone number and the terminating station are both located in the same exchange. Further, Remote Call Forwarding will be provided for local calling on an interexchange basis in those instances where the exchange serving the RCF telephone number and the exchange serving the terminating station have the identical local calling area within the same county, or are within an Extended Area Service arrangement as specified in this Tariff. All other calls will be sent-paid (1+) only.
- (i) Where calls are to be forwarded to telephone service other than that of the RCF subscriber, it shall be the responsibility of the RCF subscriber to obtain permission for such forwarding from the subscriber to the other service and to determine a mutually acceptable number of access paths. Where the other subscriber contests such forwarding or the number of access paths, the Company reserves the right to modify the RCF service to the extent necessary to eliminate the other subscriber's complaint. The RCF subscriber shall be 14.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D)****5.2 Remote Call Forwarding (Cont'd.)****5.2.3 Minimum Contract Period**

The minimum contract period for this service is one month.

**5.2.4 Charges**

The following charges are for the Remote Call Forwarding feature and additional access facilities only and are in addition to applicable charges for service and equipment with which it is used.

Monthly Rate	\$22.00
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**5.2.5 Message Charges**

(a) The message charges applicable to remotely forwarded calls shall be comprised of two separate charges: (1) a charge for that portion of the call from the originating station to the call forwarding location, and (2) a charge for that portion of the call from the call forwarding location to the terminating station. The respective charge for each such portion shall be as follows:

- Between the originating station and all forwarding locations. The charge for this portion of a remotely forwarded call shall be the charge specified in this or any other applicable Tariff for the type of call involved.
- Between the originating station and all forwarding locations. The charge for this portion of a remotely forwarded call shall be the charge specified in this or any other applicable Tariff for the type of call involved.
- Between the call forwarding location and the terminating station. The Remote Call Forwarding customer is responsible for the applicable charges specified in this or any other Applicable Tariff for other than seven- or ten-digit local calling. These charges apply to all calls answered at the terminating station, including person-to-person and collect calls, even though such calls might not be accepted at the answering location.

No message charges apply for seven- or ten-digit local calling.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D)**

**5.2 Remote Call Forwarding (Cont'd.)**

**5.2.6** Remote Call Forward Additional Path \$22.00/each

Additional paths may be provided to handle multiple calls to the Remote Call Forwarding Number as long there are at least an equal number of lines at the terminating end.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D)****5.3 BirchLink TI Services****5.3.1 Regulations**

The 12-month, 24-month and 36-month term agreements are available for Services. Month-to-month service is not available. Early terminations will result in charge of \$100 x months remaining. (Per Location)

All Birch Long Distance term offers are available in conjunction with these services.

The standard allowance of 5000 long distance minutes to locations within the contiguous United States and any optional Long Distance Bundles purchased include:

- Inbound and outbound long distance calls made to locations within the contiguous United States
- 8XX Toll Free Service

Long distance usage beyond the allowance and any purchased bundle is billed at \$0.049 per minute and at \$0.069 for 8XX toll-free calls.

Birchlink TI services do not include calling cards, international calling, calls to AK, HI, PR, and USVI other US Territories, or Canada, directory assistance calling, or voice mail. These services are provided pursuant to other Company tariffs or tariff equivalents. Birchlink TI services are not available to telemarketing firms, Internet Service Providers (ISPs) or call center operations, and are only available in select CLL is.

End users may or may not choose Company IntraLATA and InterLATA long distance service. If end users utilize other long distance options there will be no price change.

All charges are inclusive of regulatory and special fees. Additional Local, State, Federal & usage-based taxes will apply in accordance with regulatory requirements.

May not be available in all service areas, limited to facility availability

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)**

**5.3 BirchLink T1 Services (Cont'd.)**

**5.3.2 Products**

**A. BirchLink T1 Complete**

The BirchLink T1 Complete option offers up to 24 voice lines with symmetrical data speeds burstable to 1.5444 Mbps with the data speed available depending upon voice utilization of the T1 circuit bandwidth. The Complete option also offers a number of additional features inclusive within the basic rates.

- (a) Long distance usage allowance of 500 minutes per billing cycle for calls made to location within the contiguous United States.
- (b) Unlimited IntraLATA long distance calling
- (c) Voice Features:
 

Call Waiting	Call Forwarding
Three-Way Calling	Speed Calling
Distinctive Ringing Service	Call Forwarding Busy Line
Hunting	Call Forwarding Don't Answer
Remote Access - Call Forwarding Variable	Call Return
Selective Class of Call Screening	Call Tracing
Repeat Dialing	Preferred Call Forwarding
Call Block	Anonymous Call Rejection
Call Selector	Enhanced Caller ID
Caller ID	Message Waiting Indication
Calling number delivery blocking, per line	Caller ID Deluxe
Call Transfer Disconnect	

**B. BirchLink T1 PRI**

The Birchlink T1 PRI offers the following inclusive features:

- (a) Up to 23 ISDN B-Channels for Voice with D-channel for signaling
- (b) 20 Direct Inward Dialing (DID) Numbers
- (c) Caller name and number presentation
- (d) Direct cable connection from phone system

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)**

**5.3 BirchLink T1 Services (Cont'd.)**

**5.3.2 Products (Cont'd.)**

**B. BirchLink T1 PRI (Cont'd.)**

- (e) Unlimited IntraLATA long distance calling
- (f) Long distance usage allowance of 5000 minutes per billing cycle to locations within the contiguous United States.

**5.3.3 Non-recurring Charges**

**A. New Install**

The length of the term agreement signed by the customer will determine the total non- recurring charge required for install:

- 12-Month Term Agreement= \$600
- 24-Month Term Agreement= \$300
- 36-Month Term Agreement= \$0

**B. Service Order Charges**

Service Order Changes apply for changes in service and for additions to service. Service Order Changes are in addition to all other applicable nonrecurring charges identified in this tariff.

Charge Feature Add or Change	\$10.00 per Order
Basic Service Change	\$10.00 per Order
Establishing or Re-arranging Hunting	\$10.00 per Order
Directory Listing Change	\$10.00 per Order
Invoice Change	\$60.00 per Order
Transfer of Service	\$60.00 per Order
TN Change	\$25.00 per Order
Line Signaling Change	\$25.00 per Order
Vanity Number Search	\$25.00 per Order
Establishing Dual Service	\$60.00 per Order
Expedite Service Charge (T1 Circuits)	\$595.00 per Day per Circuit

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)**

**5.3 BirchLink T1 Services (Cont'd.)**

**5.3.3 Non-Recurring Charges (Cont'd.)**

**C. Maintenance Visit Charges**

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities. The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service, therefore, vary by time per Customer request.

Premise Work Charge	\$139.00
Initial Hour (time & materials)	\$165.00
Trouble Determination (per request)	\$110.00
Each Additional 30 minute increment	\$60.00
Each Additional Jack & Wiring (existing customer)	\$65.00

**5.3.4 Monthly Recurring Charges**

BirchLink T1 Complete	\$350.00
BirchLink T1 PRI	\$528.00

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 LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF
 

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**SECTION 6 - SUPPLEMENTAL SERVICES (CONT'D.)****6.1 Custom Calling Features (Cont'd.)****6.1.1 Rates and Charges****A. Features Offered on Monthly Basis**

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

<u>Feature</u>	<u>Business</u>
Anonymous Call Rejection	\$10.00
Call Block (*60)	\$10.00
Call Forwarding/Don't Answer	\$10.00
Call Forwarding/Busy Line	\$10.00
Call Forward/Variable	\$7.95
Call Return (*69)	\$10.00
Call Trace (*57)	\$10.00
Call Waiting	\$10.00
Call Waiting ID	\$10.00
Caller ID (Number Only)	\$10.00
Caller ID Deluxe (Name and Number)	\$10.00
Distinctive Ring	\$10.00
Hunting	\$19.00
Remote Access to Call Forwarding	\$10.00
Ring Master/Distinctive Ring	\$10.00
Speed Calling 8	\$10.00
Speed Calling 30	\$10.00
Three Way Calling	\$10.00
Repeat Dialing (*66)	\$10.00



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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 6 - SUPPLEMENTAL SERVICES (CONT'D.)**

**6.1 Custom Calling Features (Cont'd.)**

**6.1.1 Rates and Charges (Cont'd.)**

**B. Features Offered on a Usage Sensitive Basis**

The following features are available to all local exchange Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed a per use charge each time the feature is used by the Customer. Customers may choose to subscribe to these features on a monthly basis to obtain unlimited use of these features for a fixed monthly charge.

<u>Custom Calling Feature</u>	<u>Per Use</u>
3 – Way Calling	\$4.00
Auto Redial	\$4.00
Auto Call Back (*69)	\$4.00
Call Trace	\$4.00

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 6 - SUPPLEMENTAL SERVICES (CONT'D.)****6.2 Directory Assistance Services****6.2.1 Directory Assistance****A. General**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

**B. Regulations**

There are no call allowances for Directory Assistance Services. A Directory Assistance Charge applies for each call to Directory Assistance for telephone number(s), area code(s), and/or general information requested from the Directory Assistance operator except as follows:

- a) Calls from coin telephones, including COCOTS (Customer Owned Coin Operated Telephone Sets).
- b) Requests in which the Directory Assistance operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.
- c) Customer experiences poor transmission or is cut off during the call.
- d) Customers will be provided with a maximum of two (2) telephone numbers for each call to Directory Assistance.

**C. Rates**

Per Call to Directory Assistance: \$3.99

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 6 - SUPPLEMENTAL SERVICES (CONT'D.)**

**6.3 Local Operator Service**

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call:

**6.3.1 Rates**

Usage Rates

Usage charges will be billed at the rate in effect for the presubscribed service plan purchased by the Customer. See Section 5 of this tariff.

Per Call Service Charges

Calling Card – Automated	\$0.30
Calling Card - Operator Dialed	\$1.13
Billed to Third Number	\$1.51
Collect	\$1.85
Person-to-Person	\$3.00
Operator Assistance	\$3.00

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 6 - SUPPLEMENTAL SERVICES (CONT'D.)**

**6.4 Busy Line Verification and Emergency Interrupt Service**

Upon request of a calling party the Company will verify a busy condition, on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

Busy Line Verification:	\$1.25
Busy Line Interrupt:	\$2.00

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 6 - SUPPLEMENTAL SERVICES (CONT'D.)**

**6.5 Directory Listing Service**

**6.5.1 Rates**

	<u>Monthly Recurring Charges</u>
	<u>Business</u>
Primary Listing	\$2.00
Additional Listings	\$6.50
Non-Listed Number, per account	\$2.00
Non-Published Number, per account	\$6.50

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 7 - TOLL SERVICES

7.1 General

Long Distance service is only available in conjunction with local service.

7.2 Long Distance Directory Assistance Service

The charges as shown below apply for each request made to the Directory Assistance operator:

Long Distance Directory Assistance (555-1212) \$3.99

7.3 Basic Long Distance Plan

The Basic Plan is an outbound calling plan available to customers who subscribe to the Company's local service plans. Toll Free numbers are available for an additional charge of \$\_\_\_ per month per number. Calls are billed in sixty (60) second increments after an initial period for billing purposes of sixty (60) seconds.

	<u>Rate Per Minute</u>
Default Rate per minutes	\$0.99

7.4 Miscellaneous Long Distance Services

Long Distance Only Monthly Recurring Charge: \$4.95

A customer will be billed a monthly recurring charge when they do not subscribe to local services and only have long distance services with Birch.

Long Distance Only Monthly Minimum: \$4.95

Each customer that does not subscribe to local services and only has long distance services with Birch will be billed a minimum per month per account of \$4.95 for long distance services. If monthly charges for outbound usage equal or exceed \$4.95 in a billing period, the monthly minimum will not apply. If the monthly minimum charge in a billing period is less than \$4.95, the monthly minimum usage charge that will apply will be the difference between the month's usage charge and \$4.95. This charge is in addition to any applicable Monthly Recurring Charge.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 7 - TOLL SERVICES (CONT'D)**

**7.5 Toll Free Service**

Monthly Recurring Charge	\$5.00
Payphone Origination Charge	\$0.55
Monthly Minimum Charge- Long Distance Only	\$4.95

Birch does not offer new stand alone toll free service.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 8 - CONTRACT SERVICES****8.1 Special Contract Arrangements**

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon by the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

**8.2 Special Service Arrangements**

**8.2.1** If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.

**8.2.2** Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

**8.2.3** If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.



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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 9 - SPECIAL ARRANGEMENTS**

**9.1 Non-Routine Installation and/or Maintenance**

At the Customer's request, installation and/or maintenance may be performed outside Company regular business hours, or (in sole discretion of the Company 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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ACCESS SERVICES TARIFF

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TITLE PAGE

ACCESS SERVICES TARIFF

OF

**BIRCH COMMUNICATIONS, LLC**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Birch Communications, LLC This tariff is on file with the Utah Public Service Commission. Copies may be inspected during normal business hours at 2323 Grand Blvd., Suite 925, Kansas City, MO 64108.

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Issued: March 13, 2018

Effective: March 18, 2018

Issued by: Gordon P. Williams, Jr. - Senior Vice President and General Counsel  
2323 Grand Blvd., Suite 925  
Kansas City, MO 64108

ACCESS SERVICES TARIFF

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**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, 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.

<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>	
Title	Original	*	26	Original	*	52	Original	*
1	Original	*	27	Original	*	53	Original	*
2	Original	*	28	Original	*	54	Original	*
3	Original	*	29	Original	*	55	Original	*
4	Original	*	30	Original	*	56	Original	*
5	Original	*	31	Original	*	57	Original	*
6	Original	*	32	Original	*	58	Original	*
7	Original	*	33	Original	*	59	Original	*
8	Original	*	34	Original	*	60	Original	*
9	Original	*	35	Original	*	61	Original	*
10	Original	*	36	Original	*	62	Original	*
11	Original	*	37	Original	*	63	Original	*
12	Original	*	38	Original	*	64	Original	*
13	Original	*	39	Original	*	65	Original	*
14	Original	*	40	Original	*			
15	Original	*	41	Original	*			
16	Original	*	42	Original	*			
17	Original	*	43	Original	*			
18	Original	*	44	Original	*			
19	Original	*	45	Original	*			
20	Original	*	46	Original	*			
21	Original	*	47	Original	*			
22	Original	*	48	Original	*			
23	Original	*	49	Original	*			
24	Original	*	50	Original	*			
25	Original	*	51	Original	*			

\*Indicates pages submitted with most recent filing.

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ACCESS SERVICES TARIFF

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ACCESS SERVICES TARIFF

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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.
- M** - To signify a move in the location of text.
- N** - To signify new rate or regulation.
- R** - To signify reduced rate.
- T** - To signify a change in text but no change in rate or regulation.

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Issued: March 13, 2018

Effective: March 18, 2018

Issued by: Gordon P. Williams, Jr. - Senior Vice President and General Counsel  
2323 Grand Blvd., Suite 925  
Kansas City, MO 64108

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**ACCESS SERVICES TARIFF**

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**TARIFF FORMAT**

**A. Page Numbering** - Sheet numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between sheets already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

**B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

**D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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ACCESS SERVICES TARIFF

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**SECTION 1 - DEFINITIONS**

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

**Access Code:** A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

**Access Service:** Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

**Access Service Request (ASR):** The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

**Access Tandem:** An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

**Carrier or Common Carrier:** See Interexchange Carrier or Exchange Carrier.

**Co-Carrier:** Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

**Common Channel Signaling (CCS):** A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

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ACCESS SERVICES TARIFF

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**SECTION 1 - DEFINITIONS (CONT'D.)**

Company: Birch Communications, LLC.

Constructive Order: Delivery of calls to or acceptance of calls from the Customer's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

800 Data Base Access Service: The term "800 Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this Tariff to describe this service.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

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



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ACCESS SERVICES TARIFF

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**SECTION 1 - DEFINITIONS (CONT'D.)**

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

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ACCESS SERVICES TARIFF

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**SECTION 1 - DEFINITIONS (CONT'D.)**

**Mutual Traffic Exchange:** A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

**Network Services:** The Company's telecommunications Access Services offered on the Company's Network.

**Non-Recurring Charges:** The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

**Off-Hook:** The active condition of Switched Access or a telephone exchange service line.

**On-Hook:** The idle condition of switched access or a telephone exchange service line.

**Out of Band Signaling:** An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

**Point of Presence:** Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

**Premises:** The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

**Presubscription:** An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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ACCESS SERVICES TARIFF

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**SECTION 1 - DEFINITIONS (CONT'D.)**

**Recurring Charges:** The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Service Order:** The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

**Service(s):** The Company's telecommunications Access Services offered on the Company's Network.

**Signaling Point of Interface:** The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

**Signaling System 7 (SS7):** The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

**Switched Access Service:** Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

**Trunk:** A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**Wireless Provider:** Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company's services offered pursuant to this Tariff are furnished for Switched Access Service. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

**2.1.2 Shortage of Equipment or Facilities**

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.

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ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.1 Undertaking of the Company (Cont'd.)**

2.1.2 Shortage of Equipment or Facilities (Cont'd.)

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

2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.C below.

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ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.1 Undertaking of the Company (Cont'd.)**

2.1.3 Terms and Conditions (Cont'd.)

- C. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.1 Undertaking of the Company (Cont'd.)**

2.1.4 Liability of the Company (Cont'd.)

- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering, installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
  
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

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ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.1 Undertaking of the Company (Cont'd.)**

2.1.4 Liability of the Company (Cont'd.)

- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.



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**ACCESS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)**

## 2.1.4 Liability of the Company (Cont'd.)

- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.
- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

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ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.1 Undertaking of the Company (Cont'd.)**

2.1.4 Liability of the Company (Cont'd.)

- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)**

## 2.1.4 Liability of the Company (Cont'd.)

- M. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

THE INCLUDED EXCULPATORY LANGUAGE DOES NOT CONSTITUTE A DETERMINATION BY THE COMMISSION THAT A LIMITATION OF LIABILITY IMPOSED BY THE COMPANY SHOULD BE UPHELD IN A COURT OF LAW. ACCEPTANCE FOR FILING BY THE COMMISSION RECOGNIZES THAT IT IS A COURT'S RESPONSIBILITY TO ADJUDICATE NEGLIGENCE AND CONSEQUENTIAL DAMAGE CLAIMS. IT IS ALSO THE COURT'S RESPONSIBILITY TO DETERMINE THE VALIDITY OF THE EXCULPATORY CLAUSE.

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2323 Grand Blvd., Suite 925  
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**ACCESS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)**

## 2.1.5 Notification of Service-Affecting Activities

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

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ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.1 Undertaking of the Company (Cont'd.)**

2.1.6 Provisions of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.1 Undertaking of the Company (Cont'd.)**

2.1.6 Provisions of Equipment and Facilities (Cont'd.)

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
  - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
  - 2. the reception of signals by Customer-provided equipment; or
  - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)**

## 2.1.7 Non-routine Installation

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

## 2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;

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ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.1 Undertaking of the Company (Cont'd.)**

2.1.8 Special Construction (Cont'd.)

- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

**2.2 Prohibited Uses**

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.



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ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.3 Obligations of the Customer**

2.3.1 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

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ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.3 Obligations of the Customer (Cont'd.)**

2.3.1 The Customer shall be responsible for (Cont'd.):

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.3 Obligations of the Customer (Cont'd.)**

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.3 Obligations of the Customer (Cont'd.)****2.3.3 Jurisdictional Reporting**

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- A. **Originating Access:** Originating access minutes consist of traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

- B. **Terminating Access:** Terminating access minutes consist of traffic terminating to the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for terminating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

- C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.3 Obligations of the Customer (Cont'd.)**

## 2.3.3 Jurisdictional Reporting (Cont'd.)

- D. Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.
- E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.4 Customer Equipment and Channels**

## 2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

## 2.4.2 Station Equipment

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances.

In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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

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ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.4 Customer Equipment and Channels (Cont'd.)**

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.4 Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.5 Payment Arrangements**

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

A. Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.



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ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.5 Payment Arrangements (Cont'd.)**

**2.5.2 Billing and Collection of Charges**

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.

Non-Recurring Charges are due and payable within 30 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Company does not receive notice of a dispute in writing within 90 days from receipt of the invoice, the invoice shall be considered correct, final, and binding on the Customer for all purposes and the Customer shall be deemed to have waived any right to dispute that invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

In the event the Company incurs fees and expenses, including attorneys fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonable incurred.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.5 Payment Arrangements (Cont'd.)**

2.5.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

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ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.5 Payment Arrangements (Cont'd.)**

2.5.3 Refusal and Discontinuance of Service (Cont'd.)

- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
  - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-f), if
    - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
    - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

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ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.5 Payment Arrangements (Cont'd.)**

2.5.3 Refusal and Discontinuance of Service (Cont'd.)

F. (Cont'd.)

1. (Cont'd.)

(c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or

(d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

(e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:

I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or

II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices: or

III. Any other Fraudulent means or devices; or

2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

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ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.5 Payment Arrangements (Cont'd.)**

2.5.3 Refusal and Discontinuance of Service (Cont'd.)

F. (Cont'd.)

3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

- G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.4 Cancellation of Application for Service

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun.

The special charges described will be calculated and applied on a case-by-case basis.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.6 Allowances for Interruptions in Service**

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

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ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.6 Allowances for Interruptions in Service (Cont'd.)**

2.6.1 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.7 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

**2.8 Notices and Communications**

- 2.8.1 The Customer shall designate on the Service Order, or equivalent, an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.2 The Company shall designate on the Service Order, or equivalent, an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.3 All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.8.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.9 Meet Point Billing**

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below. The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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2323 Grand Blvd., Suite 925  
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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE**

**3.1 General**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

In the absence of an ASR as described in Section 3.2, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

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**ACCESS SERVICES TARIFF**

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE (CONT'D.)****3.2 Access Order**

Customers may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

**3.2.1 Access Service Date Intervals**

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

**A. Standard Interval**

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE (CONT'D.)**

**3.2 Access Order (Cont'd.)**

3.2.1 Access Service Date Intervals (Cont'd.)

- B. Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:
1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
  2. There is no existing facility connecting the Customer Premises with the Company; or
  3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
  4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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**ACCESS SERVICES TARIFF**

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE (CONT'D.)****3.2 Access Order (Cont'd.)****3.2.2 Access Service Request Modifications**

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

**3.2.3 Minimum Period of Service**

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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ACCESS SERVICES TARIFF

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE (CONT'D.)**

**3.3 Supplementary Charges**

Customer Requested Due Date Change <sup>1, 2</sup>	\$50, per order
Customer Requested Expedite <sup>2</sup>	\$250, per location
Cancellation (after 3 business days from order placement) <sup>2</sup>	Full NRCs + \$250, per order
Design Change, DS0/DS1 <sup>2</sup>	\$150, per circuit
Design Change, DS3 and higher <sup>2</sup>	\$300, per circuit
Administrative Processing <sup>2</sup>	\$25, per order

<sup>1</sup> Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

<sup>2</sup> For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

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**ACCESS SERVICES TARIFF**

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**SECTION 4 - SWITCHED ACCESS SERVICE****4.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

**4.2 Provision and Description of Switched Access Service Arrangements****4.2.1 Feature Group Access**

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

Two types of Feature Group Access are available:

- A. Tandem Connect Access: This option applies when the customer has no direct facilities to the Company. All traffic is routed to and from the Company's End Office via the Customer's tandem provider. Delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described herein.
- B. Direct Connect Access: The Company will provide facilities between the Customer's premises and a Company end-office. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for Direct Connect Access. Direct Connect Access is provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 8 of this tariff.

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**ACCESS SERVICES TARIFF**

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**SECTION 4 - SWITCHED ACCESS SERVICE (CONT'D.)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd.)**

## 4.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to provide the Company with a usage demand estimate for the first 3 months of service. This demand estimate should be included with the access order information.

## 4.2.3 Call Types

The following Switched Access Service call types are available:

- A. Originating 101XXXX FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

## 4.2.4 Originating 101XXXX FG Access

The access code for FG Access switching is a uniform access code of the form 101XXXX. A single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises.

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**ACCESS SERVICES TARIFF**

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**SECTION 4 - SWITCHED ACCESS SERVICE (CONT'D.)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd.)**

## 4.2.5 Originating 800 FG Access

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

## 4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

**4.3 Reports and Testing**

4.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

4.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.



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**SECTION 5 - SWITCHED ACCESS RATES**

**5.1 General**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- Non-Recurring Charges: One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

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**ACCESS SERVICES TARIFF**

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**SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)****5.2 Rate Categories**

There are Three rate categories which apply to Switched Access Service:

- End Office Switching (Includes Common Line and Switched Transport)
- Toll-Free 8XX Data Base Access Service
- Optional Features

**5.2.1 Common Line**

The Common Line rate category establishes the charges related to the use of Company-provided end user common lines, and the terminations in the end office of end user lines, by customers and end users for intrastate access.

**5.2.2 Switched Transport**

The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications.

**5.2.3 End Office Switching**

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

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ACCESS SERVICES TARIFF

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**SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)**

**5.2 Rate Categories (Cont'd.)**

5.2.4 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

5.2.5 Switched Access Optional Features

Following are the various optional features that are available, where the technical capability exists:

- (a) Supervisory Signaling
- (b) Alternate Traffic Routing
- (c) Cut-Through
- (d) Service Class Routing
- (e) FGD with 950 Access
- (f) Signaling System Seven (SS7)
- (g) Basic Initial Address Message Delivery
- (h) Called Directory Number Delivery
- (i) Flexible Automatic Number Identification Delivery

Other optional features may be available on an Individual Case Basis (ICB).

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**ACCESS SERVICES TARIFF**

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**SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)****5.3 Billing of Access Minutes**

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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ACCESS SERVICES TARIFF

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**SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)**

**5.4 Rates and Charges**

5.4.1 Common Line

A.	Carrier Common Line Charge -- Originating, per Minute	\$0.000000
B.	Carrier Common Line Charge -- Terminating, per Minute	\$0.000000

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**SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)**

**5.4 Rates and Charges (Cont'd.)**

5.4.2 Switched Transport

A.	Entrance Facility		Monthly Recurring
	First DS1	Nonrecurring ICB	ICB
	Additional DS1s	ICB	ICB
B.	Direct-Trunked Transport		Monthly Recurring
	1. Direct Transport	Nonrecurring	
	Per DS1	ICB	ICB
	Per DS1, per Mile	ICB	ICB
	2. Dedicated Trunk Port		
	Per DS1 Port	ICB	ICB
C.	Common Transport		
	1. Installation		Nonrecurring
	First Trunk		ICB
	Additional Trunks		ICB
	2. Tandem Switched, per Minute		Note 1
	3. Tandem Switched, per Minute, per Mile		Note 1
	4. Tandem Switching, per Minute		Note 1

Note 1: All access minutes are billed at a single per minute access rate found in Section 5.4.3A, Local Switching. This composite rate includes the elements traditionally billed as Switched Transport.

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**SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)**

**5.4 Rates and Charges (Cont'd.)**

5.4.2 Switched Transport (Cont'd.)

D. Transport Interconnection Charge

- |                            |        |
|----------------------------|--------|
| 1. Originating, per Minute | Note 1 |
| 2. Terminating, per Minute | Note 1 |

E. Network Blocking Charge

Per Blocked Call	\$0.007600
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Note 1: All access minutes are billed at a single per minute access rate found in Section 5.4.3A, Local Switching. This composite rate includes the elements traditionally billed as Switched Transport.

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**SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)**

**5.4 Rates and Charges (Cont'd.)**

5.4.3 End Office Switching

A. Local Switching, per Minute

	Service Provided via Commercial Agreement		Service Provided via Company Facilities
	<u>Tandem Connect</u>	<u>Direct Connect</u>	<u>Tandem Connect</u>
Originating Terminating	\$0.01909515 Note 1	\$0.01461415 Note 1	\$0.0163250 Note 1

Note 1: Switched Access Services will be assessed applicable switched access usage charges at the rates set forth in the Company's Federal Access Tariff.

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**SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)**

**5.4 Rates and Charges (Cont'd.)**

5.4.4 Toll-Free 8XX Data Base Query

Per Query

\$0.0075

5.4.5 Switched Access Optional Features

*All Optional Features are offered on an Individual Case Basis (ICB).*

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ACCESS SERVICES TARIFF

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**SECTION 6 - MISCELLANEOUS CHARGES**

**6.1 IntraLATA PIC Change Charge**

Nonrecurring Charge per Change: \$1.49

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**ACCESS SERVICES TARIFF**

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**SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)****6.2 Billing Name and Address****6.2.1 Service Description**

Billing Name and Address (BNA) service provides account detail of the Company's customers to interexchange carriers, operator service providers, enhanced service providers, and any other provider of interstate telecommunications services.

**6.2.2 General**

- A. Upon acceptance of an order for BNA service, the Company will furnish account detail for each working number submitted. Account detail consists of current data base information including the end user's billing name and billing address.
- B. Only current information which resides in the Company's data base will be provided. Customers ordering BNA service must accept BNA account detail on an As is@ basis.
- C. The Company will specify the location where requests for BNA service are to be received, and the format in which the requests are to be provided.
- D. The subscribing customer must agree that BNA information will not be resold or otherwise provided to any other person, corporation, partnership or entity, other than Customer's authorized billing agent, and that Billing Name and Address shall be used by Customer or Customer's authorized billing agent solely for:
  - 1. Billing its customers for using Customer's telecommunications services.
  - 2. Any purpose associated with the equal access requirement of United States v. AT&T, 552 F. Supp. 131 (D.D.C. 1982).
  - 3. Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar nonmarketing purposes.

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2323 Grand Blvd., Suite 925  
Kansas City, MO 64108

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**SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)****6.2 Billing Name and Address (Cont'd.)**

## 6.2.2 General (Cont'd.)

For calling card calls and collect and third party billed calls, Billing Name and Address for ANI service is not available on accounts of nonpublished/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

## E. Manual Request

1. At the customer's option, the Company will provide BNA via manual request procedures.
2. BNA service information will be provided by the Company in standard paper format via facsimile or first class U.S. mail.
3. Wherever possible, the Company will provide Billing Name and Address for ANI data no later than ten (10) business days from the date of receipt of the customer's request. Availability of data may be delayed if errors exist in the request received from the customer.
4. In situations where the customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the customer and the Company.

## F. Mechanized Request

1. At the customer's option, the Company will provide BNA, subject to procedures established for Customer Account Record Exchange (CARE).
2. The customer will submit its requests through proper CARE procedures, as revised or amended.

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**SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)**

**6.2 Billing Name and Address (Cont'd.)**

6.2.3 Rate Regulations

The number of BNA records for which charges apply will be accumulated by the Company, and billed to the customer on a monthly basis at the rates set forth in 6.2.4 following.

6.2.4 Rates and Charges

	BNA Request Manual	BNA Request Mechanized
Billing Name and Address for ANI		
- Per ANI Requested	\$1.00	ICB

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**SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)****6.3 Local Number Portability (LNP)**

Local Number Portability (LNP) allows, where facilities permit: (1) a local exchange telephone service customer to maintain the same Directory Number (DN) when changing from one telecommunications service provider to another while remaining at the same location; and (2) callers to complete calls to numbers that have been ported. This capability has been activated on a switch specific basis as specified in the Local Exchange Routing Guide (LERG) and/or the National Exchange Carrier Association Inc., F.C.C. No. 4. Tariff.

**6.3.1 Local Number Portability Query Description**

- A. LNP Query (LNPQ) is an advanced intelligent network capability which utilizes the common channel signaling network to query a database to secure network routing instructions before completion of a call. This database contains the Location Routing Number (LRN) that identifies the switch of the Local Service Provider that serves a customer with a ported DN. The LRN is used to direct the call to the correct network switching element for completion to the end user customer. Where more than one network is involved in completing the call, the network prior to the termination (i.e., the N-1 Network) is normally responsible for querying a LNP database to secure the LRN which is then used in routing the call. In some network arrangements, a third-party's tandem may be interposed between the N-1 carrier and the terminating network.
- B. Where the carrier does not perform a database query, and delivers a call directly to a switch in the Company's network for a NXX designated as a number portable code in the Local Exchange Routing Guide and National Exchange Carrier Association Inc. F.C.C. No. 4, the Company may perform a query for the carrier delivering the call to the Company and bill that carrier a LNP Query charge as described herein.
- C. When the Company is the first point of switching for terminating traffic to another local exchange carrier (e.g., a Company tandem switch), the Company will perform the query on behalf of the carrier delivering the call to the Company and bill that carrier a LNP Query charge as shown herein.

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**SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)**

**6.3 Local Number Portability (LNP) (Cont'd.)**

6.3.2 Local Number Portability Query Arrangements

A. There are two arrangements of LNPQ available through the Company's network:

- LNP Query-Tandem
- LNP Query-End Office

B. Following is a detailed description of the available service application.

1. When the Company performs a query on behalf of a carrier delivering the call to the Company, the Company's end office or tandem switch will suspend call processing, formulate and launch a query via the common channel signaling network to a LNP database to obtain information necessary to route calls to numbers in portable NXX codes. When the necessary routing information has been returned from the LNP database to the switch originating the query, call processing is resumed and the call is routed to the correct network switching element for completion to the called party.
2. When a Company tandem switch performs the query on behalf of a carrier, a LNP Query-Tandem charge is applied whenever the call is to a NXX designated as a number portable code in the Local Exchange Routing Guide and/or National Exchange Carrier Association Inc. F.C.C. No. 4. Tariff.
3. When a Company end office switch performs the query on behalf of a carrier, a LNP Query-End Office charge will apply when the called Directory Number has ported out of the Company switch.

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**SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)****6.3 Local Number Portability (LNP) (Cont'd.)****6.3.3 Limitations**

LNP is used on a call-by-call basis only for routing calls to number portable NXX codes, and cannot be used for purposes other than those described herein unless expressly authorized in writing by the Company.

**6.3.4 Local Number Portability Network Management**

The Company will administer its network to ensure the provision of acceptable service levels to all telecommunications users of the Company's network services. The Company maintains the right to apply automated or manual protective controls which would generally be applied as a result of occurrences such as failure or overload of Company facilities, customer facilities, or other networks, natural disasters, mass calling, or national security demands.

**6.3.5 LNPQ Rate Regulations**

The rates and charges associated with LNPQ will be billed monthly, based on recorded usage. For billing purposes, each month is considered to have thirty (30) days.

**A. LNPQ Rate Elements**

The LNP Query rate element provides for the identification of the Location Routing Number information associated with the directory number including transport of the query to and from the database. This charge is assessed, regardless of the outcome of the query, at either a Tandem or End Office rate depending on where the query was launched.

1. LNP Query-Tandem query charges are assessed for each non-queried call delivered by a carrier to the Company Tandem to for any NXX designated as a number portable code in the Local Exchange Routing Guide and/or National Exchange Carrier Association F.C.C. No. 4. Tariff. This charge is also assessed when a carrier delivers calls to other LECs through a Company Tandem.



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**SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)**

**6.3 Local Number Portability (LNP) (Cont'd.)**

6.3.5 LNPQ Rate Regulations (Cont'd.)

A. LNPQ Rate Elements (Cont'd.)

2. LNP Query-End Office query charges are assessed to each non-queried call delivered to the Company by a carrier destined to a Directory Number that has been ported out of a Company end office switch, and the end office switch performs the query.

B. LNPQ Rates

LNP Query-Tandem (per query)	\$0.012
LNP Query-End Office (per query)	\$0.012

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**SECTION 7 - DEDICATED ACCESS SERVICE**

The Company provides intrastate Dedicated Access Service for use as a stand-alone service, or in connection with other Company services. Dedicated Access Services are offered on a point-to-point basis. Each Dedicated Access Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

Pricing for all Dedicated Access Services is on an Individual Case Basis (ICB).

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**SECTION 8 - SPECIAL ARRANGEMENTS****8.1 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service, or to establish rates for services for which the Company has not yet established generically tariffed rates. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

**8.2 Contracts**

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. 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. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.