

Morgan Lewis

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February 16, 2022

VIA E-MAIL

Gary Widerburg, Secretary
Utah Public Service Commission
Heber M. Wells Building, 4th Floor
160 East 300 South
Salt Lake City, Utah 84111
psc@utah.gov

RE: Notification Regarding the Transfer of Control of Clear Rate Communications, Inc. to Clear Rate Holdings, Inc. and Resulting Name Change

Dear Secretary Widerburg:

Clear Rate Holdings, Inc. ("Transferee" or "Holdings") and Clear Rate Communications, Inc. ("Licensee" or "Clear Rate") (collectively, the "Parties"), by undersigned counsel, notify the Commission of the transfer of control of Licensee to Holdings (the "Transaction") was completed on September 30, 2021. As a result, Clear Rate was converted from a Michigan corporation to a Delaware limited liability company Clear Rate Communications, LLC which is now a wholly owned subsidiary of Holdings. A copy of the certificate of conversion is attached as **Attachment A**. A revised local exchange telephone services tariff reflecting the name change is attached as **Attachment B**. A revised telecommunications access services tariff reflecting the name change is attached as **Attachment C**.

It is the Parties' understanding that Commission approval and prior notice was not required for the Transaction. Accordingly, this letter is submitted for informational purposes.

Description of the Parties

A. Clear Rate Holdings ("Transferee" or "Holdings")

Holdings is a Delaware corporation and a holding company established as an acquisition vehicle solely for purposes of this Transaction. L Four, LLC will be the manager of the co-investment vehicle L4-CR Co-Invest, LLC that will hold a majority of the stock of Clear Rate Holdings, Inc. L Four, LLC is owned 50/50 by Barbara Henagan and Giny Mullins. Mrs. Mullins and Mrs. Henagan have worked together for approximately 15 years at Linx Partners, a private equity investment firm, and through L Four, LLC, will be the managers of L4-CR Co-Invest, LLC. Mrs. Henagan has been investing in privately held businesses for over 40 years. Most recently, Mrs. Henagan founded Linx Partners where she has worked as a Managing Director and Founder for over 20 years. Mrs. Mullins has been investing in privately held businesses for approximately 15 years

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during her time at Linx Partners. At Linx, Mrs. Henagan & Mrs. Mullins have invested through Linx funds and co-investment vehicles in 19 platforms, as well as a number of add-on acquisitions and financial recapitalizations. Mrs. Mullins and Mrs. Henagan have primarily invested in US-based industrial distribution, business services and manufacturing businesses in the lower middle market. Currently, across the investment funds managed by Mrs. Henagan and Mrs. Mullins, assets under management are approximately \$200 million, and there are approximately 1,175 employees at existing portfolio companies. To date, they have made one investment that focuses on the telecommunications, cable/MSO and enterprise end markets which is Sagent, Inc. Sagent is an equipment distributor and repair services provider to those industries.

B. Clear Rate Communications, Inc. (“Licensee” or “Clear Rate”)

Clear Rate is a Michigan corporation. Clear Rate is a Competitive Local Exchange Carrier (“CLEC”) with its corporate headquarters located in Troy, Michigan. Clear Rate, in operation for two decades, provides a full suite of telecommunication services for both consumers and businesses including Voice, Internet, wireless, colocation and IT Managed Services. Currently, Clear Rate has approximately 26,000 customers in 24 different states. Clear Rate’s business and government customers include customers in the higher and secondary education, financial, automotive, manufacturing, and hospitality sectors.

Clear Rate is currently owned by six private investors: Thane Namy (35%), Sam Namy (12%), Robert Fantin (20%), Linda Kallabat (14%), Joseph Morelli (9.5%) and Kenneth Morelli (9.5%). Clear Rate’s management team includes Thane Namy as the CEO and Sam Namy as the CFO. Both Thane and Sam Namy have been with Clear Rate since inception of the business.

Clear Rate is licensed as a CLEC in the following states in addition to Utah: California, Colorado, Florida, Idaho, Illinois, Iowa, Massachusetts, Michigan, Minnesota, Nebraska, New Mexico, New York, Ohio, Oregon, Pennsylvania, South Carolina, South Dakota, Texas, Washington, and West Virginia. Clear Rate’s wholly owned subsidiary Clear Rate Telecom, LLC is licensed as a CLEC in Arizona and Virginia.

Clear Rate is authorized by the Commission to provide resold local exchange and interchange services throughout the State of Utah, pursuant to a Certificate of Public Convenience and Necessity (“CPCN”) granted by the Commission in Docket No. 15-2581-01. Clear Rate is also authorized by the Federal Communications Commission (“FCC”) to provide interstate and international telecommunications services and applications for authorization to transfer control of Clear Rate’s FCC licenses to Holdings were filed on January 21, 2021 and granted on February 26, 2021 per a March 4, 2021 Public Notice (International, DA-21-262) and on March 5, 2021 (Domestic, DA-21-274).

Designated Contacts

Questions, correspondence or other communications concerning this filing should be directed to:

For Clear Rate Holdings:

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with copies to:

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Chief Financial Officer
Clear Rate Communications, Inc.
2600 W. Big Beaver Road
Suite 450
Troy, MI 48084
Tel: 248.556.4525
snamy@clearrate.com

Description of the Transaction

On September 30, 2021 and pursuant to a Membership Interest Purchase Agreement (the "Purchase Agreement") dated December 30, 2020, by and among Holdings, Clear Rate, the stockholders of Clear Rate (the "Stockholders") and Sam Namy, in his capacity as the Stockholders Representative, the Stockholders and Clear Rate completed a restructuring transaction (the "*Pro Forma* Restructuring") pursuant to which (i) the Stockholders incorporated a new holding company, NNFKMM Holdings, Inc., a Michigan corporation (the "Seller"), (ii) the Stockholders contributed all of the outstanding equity interests of Clear Rate to the Seller, and (iii) following such contribution, the Seller converted Clear Rate from a Michigan corporation to Clear Rate Communications LLC, a Delaware limited liability company ("CR LLC").

Following completion of the *Pro Forma* Restructuring, the Seller sold 100% of the outstanding equity interests in CR LLC (as the successor to Clear Rate) to Holdings, thus resulting in the

indirect transfer of control of Clear Rate to Holdings. For the Commission's reference, diagrams depicting the pre- and post-Transaction ownership structures are provided in **Attachment D**.

The Transaction described above has been seamless to customers and will not affect any of the operations or Clear Rate's legal identity. After the transfer of control to Holdings, Clear Rate continues to provide high-quality communications services under the Clear Rate brand name on reasonable terms and conditions to customers, and there has been no interruption of service. Clear Rate continues to provide service at the same rates, terms, and conditions, as governed by existing tariffs and contracts, which are subject to change in the ordinary course of business. Future changes, if any, in rates, terms and conditions of service will be made in accordance with applicable rules and notice requirements.

In short, the only change immediately following the closing from a customer's perspective was the new ownership of Clear Rate. Holdings and its owners further expect that existing management will continue to oversee Clear Rate on a day-to-day basis.

* * * * *

If there are any questions concerning this filing, please feel free to contact the undersigned. This letter is being submitted electronically. Confirmation of receipt and acceptance of this letter would be appreciated.

Respectfully submitted,

/s/ Joshua M. Bobeck

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Counsel for Clear Rate Holdings, Inc.

Attachments

cc: Roderick S. Coy
Steven R. Pacynski
Omar Bustami

Attachment A

Certificate of Conversion



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

OCT 28 2021

Utah Div. of Corp. & Comm. Code

Important: Read instructions before completing form

Non-Refundable Processing Fee: \$70.00

1. Exact Name of Foreign Limited Liability Company:		Clear Rate Communications, LLC			
2. Jurisdiction of Formation:		Delaware			
3. Principal office address: Street Address Required		2600 W Big Beaver Rd, Suite 450		Troy	MI 48084
		Address		City	State Zip
4. The name of the Registered Agent (Individual or Business Entity or Commercial Registered Agent): Corporation Service Company 7156715-0250					
<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: _____ Utah Street Address Required, PO Boxes can be listed after the Street Address					
City: _____ State UT Zip: _____					
5. If the name is not available in Utah the LLC shall use as it's name: _____ Must be the same as number (1) unless the name is not available or permitted in Utah.					
6. Purpose of the Limited Liability Company: Telecommunications Services (optional)					
7. Managers/Members of the Limited Liability Company: (optional)					
Position	Name	Address	City	State	Zip
MANAGER:					
MANAGER:					
MEMBER:	Clear Rate Holdings, Inc.	3330 Cumberland Blvd, Suite 500, Atlanta, GA			30339
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: Giny Mullins, Secretary			
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: Select/Type the race of the owner here	

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 28 day of Oct 2021
 in this office of this Division and hereby issued
 This Certificate thereof.

Examiner

ALA

Date

11/24/21



Leigh Veillette
 Division Director

Ref # 9158631

EXPEDITE
This form cannot be hand written.



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

RECEIVED

OCT 28 2021

Non-Refundable Processing Fee: \$37.00

FOR OFFICE USE ONLY
Entity # _____
Qualification Date: 3/9/2015

Utah Div. of Corp. & Comm. Code

1. The Articles/Statement of Conversion shall state:

Entity Number: 9336993-0143

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

Name: Clear Rate Communications, Inc.

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

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

4/4/2001
Date of formation

Michigan
State / Jurisdiction

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

Name: Clear Rate Communications, LLC

Entity Type: LLC

Delaware
State / Jurisdiction

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

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;

_____ (MM-DD-YYYY)

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

Name: Giny Mullins

Signature: [Handwritten Signature]

Title: Secretary

Date: 10/14/2021

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.

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 Oct, 2021
in this office of this Division and hereby issued
This Certificate thereof.

Examiner ALA Date 11/24/21



[Handwritten Signature]
Leigh Veillette
Division Director

Attachment B

Revised Local Exchange Telephone Services Tariff

*This price list, Utah Price List No. 1, issued by Clear Rate Communications, LLC
cancels and replaces in its entirety, Utah Price List No. 1 issued by
Clear Rate Communications, Inc.*

**RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES**

**LOCAL EXCHANGE TELEPHONE SERVICES
PRICE LIST**

FURNISHED BY

CLEAR RATE COMMUNICATIONS, LLC

WITHIN THE STATE OF UTAH

This Price List contains the descriptions, regulations, and rates applicable to the furnishing of service for local exchange and interexchange telecommunication services within the state of Utah by Clear Rate Communications, LLC. This Price List is on file with the Public Service Commission of Utah and copies may be inspected at Clear Rate Communications principal office located at 2600 W. Big Beaver Rd., Suite 450, Troy, MI 48084 during normal business hours.

Issued: February 16, 2022

Effective: February 22, 2022

Issued by: Legal and Regulatory Director
2600 W. Big Beaver Rd., Suite 450
Troy, MI 48084

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CHECK SHEET

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PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
1	Original*	26	Original*	51	Original*
2	Original*	27	Original*	52	Original*
3	Original*	28	Original*	53	Original*
4	Original*	29	Original*	54	Original*
5	Original*	30	Original*	55	Original*
6	Original*	31	Original*	56	Original*
7	Original*	32	Original*	57	Original*
8	Original*	33	Original*	58	Original*
9	Original*	34	Original*	59	Original*
10	Original*	35	Original*	60	Original*
11	Original*	36	Original*	61	Original*
12	Original*	37	Original*	62	Original*
13	Original*	38	Original*	63	Original*
14	Original*	39	Original*	64	Original*
15	Original*	40	Original*	65	Original*
16	Original*	41	Original*	66	Original*
17	Original*	42	Original*	67	Original*
18	Original*	43	Original*	68	Original*
19	Original*	44	Original*	69	Original*
20	Original*	45	Original*	70	Original*
21	Original*	46	Original*	71	Original*
22	Original*	47	Original*	72	Original*
23	Original*	48	Original*	73	Original*
24	Original*	49	Original*	74	Original*
25	Original*	50	Original*		

* - indicates those pages included with this filing

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Troy, MI 48084

EXPLANATION OF SYMBOLS

- C To signify changed regulation
- D To signify discontinued rate or regulation
- I To signify increase
- M To signify matter relocated without change
- N To signify new rate or regulation
- R To signify reduction
- S To signify reissued matter
- T To signify a change in text but no change in rate or regulation

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PRICE LIST FORMAT

- A. Sheet Numbering – Sheet numbers appear in the right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 13 and 14 would be 13.1.
- B. Sheet Revision Numbers – Sheet revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. Consult the check sheet for the sheet 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
- 2.1.1A.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)

SECTION 1 – APPLICATION OF PRICE LIST

1. APPLICATION OF PRICE LIST

1.1 Applicable Services

This Price List sets forth the regulations and rates applicable to services provided by Clear Rate Communications, LLC as follows:

1.1.1 The furnishing of intrastate communications services, including local exchange and long-distance service, by virtue of one-way and/or two-way information transmission between points within the State of Utah.

1.1.2 Service Territory

Clear Rate Communications, LLC will provide service in the areas in which CenturyLink is the incumbent local exchange carrier throughout the State of Utah.

1.2 Availability

Service is available where facilities permit.

SECTION 2 – DEFINITIONS

Access Line – An arrangement which connects the Customer’s location to a carrier’s switching center or point of presence.

Account Codes – Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Advance Payment – Part or all of a payment required before the start of service.

Authorized User – A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company’s service.

Available Usage Balance – The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account begins with an initial usage amount which is depleted as services provided by the Company are utilized by the Customer.

Business – A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Business Customer – A Business Customer is a Customer who subscribes to the Company’s Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Business Service – A switched network service that provides for dial station communications that is described as a business or commercial rate.

Commission – Utah Public Service Commission.

Company or Carrier – Used throughout this Price List to refer to Clear Rate Communications, LLC, unless otherwise clearly indicated by the context.

SECTION 2 – DEFINITIONS (CONT'D)

Customer – The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's price list.

Debit Account - An account which consists of a pre-paid usage balance depleted on a real time basis during each Debit Service Call.

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

Dial Pulse (or "DP") – The pulse type employed by rotary dial station sets.

DID Trunk – A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dual Tone Multi-Frequency (or "DTMF") – The pulse type employed by tone dial station sets.

End Office – With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this price list shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Telcordia.

End User – Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this price list. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

Hearing Impaired – Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Holidays - Holidays observed by the Company as specified in this Price List.

SECTION 2 – DEFINITIONS (CONT'D)

Hunting – Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only – A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier – A long distance telecommunications services provider.

LATA – A Local Access and Transport Area established pursuant to the Modification of Final Judgement entered by the United States District Court for the District of Columbia in *United States v American Telephone and Telegraph Co.*, 569 F.Supp. 990 (D.D.C. 1983); or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

LEC – Local Exchange Company

Minimum Point of Presence (“MPOP”) – The main telephone closet in the Customer’s building.

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

Multi-Frequency or (“MF”) – An inter-machine pulse type used for signaling between telephone switches or between telephone switches and PBX/key systems.

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

Other Telephone Company – An Exchange Telephone Company, other than the Company.

PBX – Private Branch Exchange

Personal Account Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier’s network which identifies the Debit Account from which charges for service shall be debited and which validates the caller’s authorization to use the services provided.

SECTION 2 – DEFINITIONS (CONT'D)

Premises – A building or buildings on contiguous property.

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

Residential Customer – A Residential Customer is a person to whom telecommunications services are furnished by the Company predominantly for personal or domestic purposes at the person's dwelling.

Service Commencement Date – The first day following the date on which the Company notifies the Customer that the requested service 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 and this Price List, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order – The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of an Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Price List, but the duration of the service is calculated from the Service Commencement Date.

SECTION 2 – DEFINITIONS (CONT'D)

Switched Access - A method for reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

TBD - To Be Determined.

Telecommunications Company or Provider - Used throughout this price list to mean Clear Rate Communications, LLC unless clearly indicated otherwise by the text.

Two Way – A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based 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 provider under this price list.

SECTION 3 – GENERAL RULES AND REGULATIONS

3.1 Use of Facilities and Services

3.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

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

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.1 Use of Facilities and Services (Cont'd)

3.1.2 Limitations on Liability

3.1.2.A Except where the Commission, for good cause shown, determines otherwise, the Customer and any authorized or joint users, jointly and severally, shall indemnify, defend and hold harmless the Company and the Company shall not be liable for any claims, loss, damage or expenses (including attorneys' fees and court costs) involving:

1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with the Service or facilities provided by the Company; or (c) common carriers, warehousemen or middle men;
2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, storms, or other natural catastrophes; pole hits; explosions; 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, including rights-of-way and materials; and any law, order, regulation, direct, request, or other action of any governing authority or agency thereof;

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.1 Use of Facilities and Services (Cont'd)

3.1.2 Limitations on Liability (Cont'd)

3. Any unlawful or unauthorized use of the Company's facilities and Service or the use of the Company's facilities and/or Service in violation of this Price List;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications or information by means of Company-provided facilities or Service, or by means of the combination of Company-provided facilities or Service with Customer-provided facilities or services;
5. Any infringement, breach or 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, other employees or agents of any one-off them;

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.1 Use of Facilities and Services (Cont'd)

3.1.2 Limitations on Liability (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's liability is limited as set forth in this Section 3.1;
7. Defacement of or damage to Customer premises resulting from the furnishing of Service 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 the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Price List;

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.1 Use of Facilities and Services (Cont'd)

3.1.2 Limitations on Liability (Cont'd)

11. Any act, omission or network condition resulting in the non-availability of 9-1-1, E-9-1-1, or similar emergency services for any reason including, without limitation and by way of example only, due to any failure of Service functionality or interruption of electric service to Customer's premises;
12. Any non-completion of calls due to network busy conditions or network failures;
13. Any calls not actually attempted to be completed during any period that Service is unavailable;
14. Blockages by other providers of services on the public switched network; and
15. Breach in the privacy or security of communications transmitted over the Company's facilities.

3.1.2.B. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer-provided equipment or facilities or Service provided by the Company.

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.1 Use of Facilities and Services (Cont'd)

3.1.2 Limitations on Liability (Cont'd)

- 3.1.2.C. 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.
- 3.1.2.D. The Company assumes no responsibility for the availability or performance of any systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- 3.1.2.E. Except as otherwise state in this Price List, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 3.1.2.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.
- 3.1.2.G. The Company will not be liable for any charge incurred when any long distance (toll call) carrier or alternative operator service provider accepts third-number billed or collect calls.
- 3.1.2.H. When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other Company or their agents or employees. This includes the provision of a signaling system database by another Company.

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.1 Use of Facilities and Services (Cont'd)

3.1.2 Limitations on Liability (Cont'd)

3.1.2.I 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.

3.2 Liability of the Company

3.2.1 General

3.2.1.A. Except as otherwise states in this Price List, liability of the Company for damages arising out of either (1) the furnishing of its Service, 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.

3.2.1.B. Except for the extension of allowances to the Customer for interruptions in Service, 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, error, degradation or failure to provide any Service, including the partial or complete inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service.

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.2 Liability of the Company (Cont'd)

3.2.1 General (Cont'd)

3.2.1.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.

3.2.1.D. With respect to Emergency Number 911 Service:

1. The 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. The Company is not 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 employee or agents of any one of them.

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.2 Liability of the Company (Cont'd)

3.2.2 Use of Service

Any service provided under this Price List may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Price List, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

3.2.3 Use and Ownership of Equipment

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

3.2.4 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings 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 listings obtainable from the directory assistance operator shall be given as follows:

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.2 Liability of the Company (Cont'd)

3.2.4 Directory Errors (Cont'd)

- 3.2.4.A. Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly Price List rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 3.2.4.B. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly Price List rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 3.2.4.C. Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.2 Liability of the Company (Cont'd)

3.2.4 Directory Errors (Cont'd)

- 3.2.4.D. Credit limitation: The total amount of the credit provided for the preceding paragraphs A, B, and C shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.
- 3.2.4.E. Definitions: As used in Paragraphs A, B, C, and D above, the terms “error,” “mistake” or “omission” shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber’s correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
- 3.2.4.F. Notice: Such allowances or credits as specified in Paragraphs A, B, and C above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)**3.3 Minimum Period of Service**

The minimum period of service is one month except as otherwise provided in this Price List. The customer must pay the regular Price List rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.4 Flexible Pricing

3.4.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates on one day's notice to customers and the Public Service Commission.

3.4.2 Conditions

3.4.2.A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.

3.4.2.B. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.

3.4.2.C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.

3.4.2.D. A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)**3.5 Payment for Service Rendered****3.5.1. Responsibility for All Charges**

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

3.5.2. Advance Payments

3.5.2.A. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or installation charges which may be applicable, in addition to such special construction and installation charges as are to be borne by the applicant. The amount of the advance payment is credited to the customer's account on the first bill rendered.

3.5.2.B. Federal, State or Municipal governmental agencies may not be required to make advance payments.

3.5.3 Credit Policy**3.5.3.A. Deposit and Guarantee Requirements**

The Company may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with that Company. Deposit or guarantee of payment requirements as prescribed by the Company must be based upon standards which bear a reasonable relationship to the assurance of payment. The Company may determine whether a customer has established good credit with that Company, except as herein restricted:

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.5 Payment for Service Rendered (Cont'd)

3.5.3 Credit Policy (Cont'd)

3.5.3.A. Deposit and Guarantee Requirements (Cont'd)

1. A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.
2. The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.
3. The Company shall not use any credit reports other than those reflecting the purchase of Company services to determine the adequacy of a customer's credit history without the permission in writing of the customer. Any credit history so used shall be bailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the Company as to that customer's credit history.

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.5 Payment for Service Rendered (Cont'd)

3.5.3 Credit Policy (Cont'd)

3.5.3.A. Deposit and Guarantee Requirements (Cont'd)

4. When required, a customer may assure payment by submitting a deposit. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company shall not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return. The deposit shall be refunded to the customer after 12 consecutive months of prompt payment of all bills to that Company. The Company may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice any deposit of a customer shall be applied by the Company to a bill when the bill has been determined by the Company to be delinquent. The Company shall issue a written receipt of deposit to each customer from whom a deposit is received and shall provide a means whereby a depositor may establish a claim if the receipt is unavailable.

Interest shall be paid on deposits in excess of \$20 at the rate set by Minnesota Law. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer.

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.5 Payment for Service Rendered (Cont'd)

3.5.3 Credit Policy (Cont'd)

3.5.3.B. Guarantee of Payment

The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement, is guaranteed. The term of such contract shall be for no longer than 12 months but shall automatically terminate after the customer has closed and paid the account with the Company, or at the guarantor's request upon 60 days' written notice to the Company. Upon termination of a guaranteed contract or whenever the Company deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer.

The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Utah rules. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account he has guaranteed unless the guarantor waives such notice in writing.

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)**3.5 Payment for Service Rendered (Cont'd)****3.5.4 Payment of Charges**

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such utility records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

3.5.5 Return Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$25.00.

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)**3.5 Payment for Service Rendered (Cont'd)****3.5.6. Late Payment Charges**

3.5.6.A. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Price List, excluding one month's local service charge, but including arrears and unpaid late payment charges.

3.5.6.B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

3.5.6.C. Late payment charges do not apply to final accounts.

3.5.7 Customer Overpayments

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.6 Access to Customer's Premises

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

3.7 Customer Complaints, Billing Disputes & Inquires

3.7.1. Contact Information

Customers may register any inquiry or complaint at:

Customer Service Department
Clear Rate Communications, LLC
2600 W. Big Beaver Rd., Suite 450
Troy, Michigan 48084

Toll Free: (877) 877-4799
Fax: (877) 877-5225
Email: support@clearrate.com
Web: www.clearrate.com

If customers are unable to resolve a dispute with the Company, customers may submit an inquiry or complaint to:

Utah Division of Public Utilities
P.O. Box 146751
Salt Lake City, UT 84114-6751

(801) 530-7622
Toll Free: (800) 874-0904
Web: www.psc.state.ut.us/complaints/

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.8 Disconnection of Service

3.8.1. Disconnection without Notice

3.8.1.A. The Company may discontinue service to a customer without notice under the following conditions:

1. in the event of tampering with the Company's equipment;
2. in the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the Company's equipment, the public, or to employees of the Company; or
3. in the event of a customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

3.8.2. Disconnection with Notice

3.8.2.A. The Company may discontinue service to a customer under the following conditions after giving customer five (5) days' (excluding Sundays and legal holidays) notice:

1. for failure of the customer to pay a bill for service when due;
2. for failure of the customer to meet the Company's deposit and credit requirements;
3. for failure of the customer to make proper application for service;
4. for customer's violation of any of the Company's rules on file with the Commission;
5. for failure of the customer to provide the Company reasonable access to its equipment and property;

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.8 Disconnection of Service (Cont'd)

3.8.2 Disconnection with Notice (Cont'd)

6. for customer's breach of the contract for service between the Company and the customer;
7. for failure of the customer to furnish such service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the Company as a condition of obtaining service; or
8. when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

3.8.3. General Restriction on Disconnection

Service will not be disconnected on any Friday, Saturday, Sunday or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.

3.8.4. Abandonment or Unauthorized Use of Facilities

3.8.4.A.If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.

3.8.4.B.In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:

1. No charge shall apply for the period during which service had been terminated, and
2. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.8 Disconnection of Service (Cont'd)

3.8.5. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

3.8.6. Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

3.9 Additional Provisions Applicable to Business Customers

3.9.1. Application of Business Rates

3.9.1.A. Business rates as described in this Price List apply to service furnished:

1. In office buildings, stores, factories and all other places of a business nature;
2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
3. At any location when the listing or public advertising indicates a business or a profession;

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.9 Additional Provisions Applicable to Business Customers (Cont'd)

3.9.1 Application of Business Rates (Cont'd)

4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls; or
5. At any location where the customer resells or shares exchange service.

3.9.1.B. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

3.9.2. Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The customer may order a Customized Number where facilities permit for an additional charge.

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.

3.9.3 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.10 Additional Provisions Applicable to Residential Customers

3.10.1 Application of Rates

Residential rates as described in this Price List apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

3.10.2 Telephone Number Changes

When a residential customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The customer may order a Customized Number where facilities permit for an additional charge.

When service in an existing location is continued for a new customer, the existing 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.

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.10 Additional Provisions Applicable to Residential Customers (Cont'd)

3.10.3. Installment Billing For Nonrecurring Charges

A residential customer may elect to pay service connection and other nonrecurring charges associated with a service order in monthly installments for up to a 12 month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

Installment billing is subject to the following restrictions:

- 3.10.3.A. Installment billing may be used only by residential customers;
- 3.10.3.B. Charges will be billed in the number of installments of equal dollar amounts as requested by the customer up to a maximum of 12 installments over the course of 12 months;
- 3.10.3.C. A customer may not pay a portion of the charges and then request installment billing for the remaining charges;
- 3.10.3.D. More than one installment plan may be in effect for the same customer at the same time;
- 3.10.3.E. If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
- 3.10.3.F. A customer may elect to pay the unbilled charges before the expiration of the installment plan;
- 3.10.3.G. Installment billing payments will continue even when an account is temporarily suspended;
- 3.10.3.H. No interest or carrying charges will be applied to the outstanding balance during the installment period.

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.10 Additional Provisions Applicable to Residential Customers (Cont'd)

3.10.4. Adjusted Payment Schedule

A customer on a fixed income (e.g., pension and public assistance) shall be offered the opportunity to pay his or her bills on a reasonable schedule that is adjusted for periodic receipt of income.

3.10.5. Suspension or Termination for Nonpayment

3.10.5.A. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the customer no later than 6 business days after the date of the bill.

3.10.5.B. After issuing the written notification at least one attempt shall be made during non-working hours to contact the residential customer by telephone before the scheduled date of suspension/termination.

3.10.5.C. Suspension/termination may occur only between 8:00 AM and 7:30 PM on Monday through Thursday.

3.10.5.D. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

3.10.6. Dishonored Checks

When a check received from a residential customer is dishonored, the Company shall make two attempts, one outside of normal business hours, to contact the customer within 24 hours. The customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the customer has not submitted a dishonored check within the past 12 months.

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)**3.11 Allowances for Interruptions in Service**

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Price List 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 below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Price List.

3.11.1 Credit for Interruptions

- 3.11.1.A. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- 3.11.1.B. For calculating credit allowances, every month is considered to have 30 days. 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.
- 3.11.1.C. In the event a customer's service is interrupted otherwise than by negligence or willful act of the customer and it remains out of order for 24 hours after being reported to the Company, adjustments shall be made to the customer, based upon the pro rata part of the month's charge for the period of days and that portion of the service and facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service. If in the case of such interruption, service is restored on or before the day after it is reported or found by the Company, no allowance will be made.

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.11 Allowances for Interruptions in Service (Cont'd)

3.11.1 Credit for Interruptions (Cont'd)

3.11.1.D. Credit to Customer:

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

3.11.1.E. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Price List, suspends or terminates service because of nonpayment of bills due to the Company, unlawful or improper use of the facilities or service, or any other reason covered by the Price List. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Price List, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

SECTION 3 – GENERAL RULES AND REGULATIONS (CONT'D)

3.11 Allowances for Interruptions in Service (Cont'd)

3.11.2. Limitations on Credit Allowances

No credit allowance will be made for:

- 3.11.2.A. interruptions due to the negligence of, or non-compliance with the provisions of this Price List, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- 3.11.2.B. interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- 3.11.2.C. 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;
- 3.11.2.D. 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;
- 3.11.2.E. interruptions of service due to circumstances or causes beyond the control of the Company.

SECTION 4 – CONNECTION CHARGES

4.1 Connection Charge

4.1.1. General

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

4.1.2. Exceptions to the Charge

4.1.2.A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer’s exchange.

4.1.2.B. No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer’s exchange service.

4.1.2.C. The Company may from time to time waive or reduce the charge as part of a promotion.

4.2 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Price List.

Charge: \$59.00

SECTION 4 – CONNECTION CHARGES (CONT'D)

4.3 Moves, Adds, and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Charge: \$59.00

Add: The addition of a vertical service to existing equipment and/or service at one location.

Charge: \$59.00

Change: Change - including rearrangement or reclassification - of existing service at the same location.

Charge: \$11.95

SECTION 4 – CONNECTION CHARGES (CONT'D)

4.4 Maintenance Visit Charge

An MVC, a/k/a Trouble Location Charge, describes that process where the Company determines whether the trouble reported by the Customer is due to the Company or to the Customer. A Network Interface Device (NID) is one form of a Company Service demarcation point that provides a customer with a test point where he/she can pretest service conditions before initiating a trouble report to the Company. Where a NID exists, if the Company is able to test for Dial Tone at the NID and the problem proves to be beyond the NID (within Customer premises) a charge for trouble location is applicable. In the event there is no NID and/or the Company is unable to test for dial tone, then no trouble location charge will be assessed. In those cases where the customer has bought an inside wire maintenance warranty/plan (a non-regulated service) from the Company no trouble location charge will be applicable regardless of the dial tone test results or whether a NID exists or not.

Maintenance Visit Charge, per visit:

Per Hour	\$119.00
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All wire and equipment charges are in addition to any maintenance visit charges.

Maintenance False Dispatch Charge, per visit:	\$99.00
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SECTION 5 - SERVICE CHARGES AND SURCHARGES

5.1 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.

5.1.1 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.

SECTION 5 - SERVICE CHARGES AND SURCHARGES

5.1 General (Cont'd)

5.1.1 Presubscription Options (Cont'd)

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.

5.1.2 Rules and Regulations

5.1.3 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 4.1.5 below.

5.1.4 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.

SECTION 5 - SERVICE CHARGES AND SURCHARGES

5.1 General (Cont'd)

5.1.4 Presubscription Procedures (Cont'd)

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 4.1.5 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.

5.1.5 Presubscription Charges

5.1.5.A Application of Charges

After a customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.1.4 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.

SECTION 5 - SERVICE CHARGES AND SURCHARGES

5.1 General (Cont'd)

5.1.5 Presubscription Charges (Cont'd)

5.1.5.B Nonrecurring Charges

Per business or residence line, trunk, or port:

Initial Line, or Trunk or Port \$11.95

Additional Line, Trunk or Port \$11.95

5.2 Telephone Surcharges

5.2.1 General

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for Services provided to the Customer. Taxes and fees include, but are not limited to, Federal Universal Service Fund surcharge, State Universal Service Fund surcharge, Federal Access Charge, Carrier Access Charge, Federal Excise Tax, State Sales Tax, and Municipal Tax, E911, telecommunications relay and Local Number Portability surcharges. Unless otherwise specified in this Price List, such taxes, fees and surcharges are in addition to rates as quoted in this Price List and will be itemized separately in Customer invoices.

In addition to the rates and charges applicable according to the rules and regulations of this Price List, various surcharges may apply to the customer's monthly bill statement. The Customer is responsible for payment of any and all such fees, charges and taxes, however designated, (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those customers receiving service within the boundaries of that subdivision, or as deemed taxable by the political subdivision.

SECTION 5 - SERVICE CHARGES AND SURCHARGES

5.2 Telephone Surcharges (Cont'd)

5.2.2. E911 Surcharge

5.2.2.A. Description:

911 has been designated as the “Universal Emergency Number” for all citizens throughout the United States to request emergency assistance. The purpose of the fee is to “pay for” the cost of such systems. Consumers do not pay this fee in order to be provided with E911 service. A consumer has access to E911 whether or not the locality in which the customer lives has imposed the monthly charge line that appears on their bill. There is no per-call charge for calling 911.

5.2.2.B. Range of Rates

All Customers will be assessed a per line surcharge to support local E911Service 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.

5.2.3. 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 nonrecurring, 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.

SECTION 5 - SERVICE CHARGES AND SURCHARGES

5.2 Telephone Surcharges (Cont'd)

5.2.4. 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.

SECTION 6 - LOCAL EXCHANGE SERVICE**6.1 General**

Local exchange service is offered to residential and business Customers on a presubscription basis from equal access originating end offices only. Service is provided on a term basis only. Unless otherwise specified, the minimum term is one (1) year. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

6.1.1. Charges Based on Duration of Use

- 6.1.1.A. Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:
- 6.1.1.B. Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- 6.1.1.C. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 6.1.1.D. Timing terminates on all calls when the calling party hangs up or the Company network receives an off-hook signal from the terminating carrier.
- 6.1.1.E. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 6.1.1.F. All times refer to local time.

SECTION 6 - LOCAL EXCHANGE SERVICE (CONT'D)

6.1 General (Cont'd)

6.1.2. Basic Local Exchange Service

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- 6.1.2.A. receive calls from other stations on the public switched telephone network;
- 6.1.2.B. access the Company Local Calling Services and other Services as set forth in this Price List;
- 6.1.2.C. access interexchange calling services of the Company and of other carriers;
- 6.1.2.D. access (at no additional charge) to Company operators and business office for service related assistance;
- 6.1.2.E. access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- 6.1.2.F. access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Residence and Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the Price List use offering selected by the Customer.

SECTION 6 - LOCAL EXCHANGE SERVICE (CONT'D)

6.2 Telephone Plan Price List

The following plans include unlimited local, unlimited regional and unlimited long distance calling. The calling features included in this plan are: caller ID, call waiting, call waiting ID, voicemail and line manager (inside wire maintenance).

The following plans also require a one (1) year commitment. If the customer breaches the one (1) year commitment an early termination fee is charged to the customer's account.

Residential Easy Talk Plan	\$29.99
Business Straight Talk Package	\$39.99
Early Termination Fee:	\$99.00

SECTION 7 – SUPPLEMENTAL SERVICES

7.1 Directory Assistance Services

7.1.1. General

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance (“DA”).

A call to DA is considered completed whether or not the number(s) requested are available from DA records.

Direct-dialed calls to DA are exempt from rates and regulations when placed from:

- 7.1.1.A. 10 free calls per month from main business and/or residence telephone lines or PBX trunk lines;
- 7.1.1.B. all directory assistance calls made by customers who are 65 years old or older;
- 7.1.1.C. a single-line registered main telephone exchange line of a handicapped user. A main line may be registered for exemption with the carrier in those instances where one of the users of the line is considered to be legally blind, or visually or physically handicapped as defined by the Federal Register, Vol. 35 #126. Where a user’s handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of “0”, those calls placed from the registered line, and not directly dialed, will also be exempt;
- 7.1.1.D. all pay telephones; and
- 7.1.1.E. also exempt are directory assistance calls for telephone numbers which are non-listed, or non-listed and non-published, or when the DA operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.

SECTION 7 – SUPPLEMENTAL SERVICES (CONT'D)

7.1 Directory Assistance Services (Cont'd)

7.1.2. Rates

Unless one of the exceptions listed in Section 7.1.1 above applies, the charges as shown below apply for each request made to the DA operator:

Local DA	\$1.50
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7.2 Operator Services

The Company's operator services, available to presubscribed Customers, are accessible on a twenty- four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call – This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call – This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Person-to-Person – This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Third Party Billed – Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

SECTION 7 – SUPPLEMENTAL SERVICES (CONT'D)

7.2 Operator Services (Cont'd)

Collect Calls – Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

7.2.1. Local Usage Charges

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.

7.2.2. Per Call Service Charges

Operator Assisted:	
Collect	\$2.00
3rd Party Billed	\$2.00
Person-to-Person	\$4.50

SECTION 7 – SUPPLEMENTAL SERVICES (CONT'D)**7.3 Directory Listing Service****7.3.1. General**

For each Customer of Company provided Local Exchange Access Service, the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(s) published by the dominant Local Exchange Carrier in the area. The following rules and charges apply to listings in the white pages of the telephone directory and to the Directory Assistance records.

Only information necessary to identify the Customer is included in the listings. The Company may use abbreviations in listings. The Company may reject a listing, which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

A name may be repeated in the white pages only when a different address or telephone number is used.

7.3.2. Listings**7.3.2.A. Primary (Published) Listings**

The Primary (Published) listing is included with local service at no additional charge and consists of the following:

1. The name under which a business is conducted by the Customer
2. The address of the Customer
3. The main telephone number of the Customer.

This information will appear in the white pages of the Local Telephone Directory and the Directory Assistance Database.

SECTION 7 – SUPPLEMENTAL SERVICES (CONT'D)

7.3 Directory Listing Service (Cont'd)

7.3.2 Listings (Cont'd)

7.3.2.B. Non-Published Service

Non-published service means that the Customer's telephone number is not listed in the local telephone directory, nor does it appear in the Directory Assistance Records. This service is subject to the rules and regulations for E911 service, where applicable. The Company will complete calls to a non-published number only when the caller dials direct or gives the operator the number. No exceptions will be made, even if the caller says it is an emergency. If a published listing is desired at a later date, there may be a delay in publishing the listing.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

SECTION 7 – SUPPLEMENTAL SERVICES (CONT'D)

7.3 Directory Listing Service (Cont'd)

7.3.2 Listings (Cont'd)

7.3.2.C. Non-Listed Service

Non-listed service means that the Customer's telephone number is not listed in the local telephone directory, but it does appear in the Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable. The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

7.3.3. Additional Listings

7.3.3.A. Duplicate Listing

A listing of another name by which a Customer is known such as abbreviated name, a name commonly spelled in more than one way or a name consisting of several words, which the public commonly rearranges.

Cross Reference is a type of Duplicate Listing. It refers to the name under which a complete listing is shown. Cross Reference can be temporary caused by a change of ownership or firm name, which may be shown with a reference to the successor.

SECTION 7 – SUPPLEMENTAL SERVICES (CONT'D)

7.3 Directory Listing Service (Cont'd)

7.3.3 Additional Listings (Cont'd)

7.3.3.B. Alternate Telephone Number Listing

A listing that refers calling parties to another telephone number at certain hours or on certain days or in case no answer is received on the call to the primary number.

7.3.3.C. Foreign Listing

Any of the types of additional listings covered herein may be provided in a different directory or in the same directory under a different geographical heading from that under which the Customer is normally listed.

7.3.4. Monthly Rates

	Residential	Business
Non-published Service	\$5.00	\$5.95
Non-listed Service	\$2.50	\$2.50

A service order charge will apply, as set forth in Section 5, if not ordered at the time of installation.

SECTION 8 – TOLL SERVICES

8.1 General

Distance service is only available in conjunction with local service.

8.2 Nationwide Directory Assistance Service

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

Nationwide Directory Assistance (555-1212)	\$1.50
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SECTION 9 – SPECIAL SERVICES AND PROGRAMS

9.1 Call Tracing

9.1.1. General

Call Tracing allows for the identification and recording of the telephone numbers of some or all of the incoming calls to the telephone line of a customer.

9.1.2. Definitions

9.1.2.A. Customers – means a person, firm, partnership, limited liability Company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.

9.1.2.B. Customer-originated call-tracing service – means a customer-activated, call-specific form of call tracing available as part of a set of services called Customer Local Area Signaling Service (“CLASS”).

9.1.2.C. Emergency – means a situation that appears to present immediate danger to person or property.

9.1.2.D. Investigative or law enforcement officer – means an officer of the United States, a state, or a political subdivision of the United States or a state, or a University of Minnesota peace officer, who is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

SECTION 9 – SPECIAL SERVICES AND PROGRAMS (CONT'D)

9.1 Call Tracing (Cont'd)

9.1.3. Terms and Conditions

- 9.1.3.A. Call Tracing will be provided when requested by both a customer and an investigative or law enforcement officer and the customer has provided consent. Normally written consent will be required. In emergencies, call tracing will be provided upon receiving oral consent from the customer. The customer will be requested to provide written consent promptly and advised to seek the assistance of an investigative or law enforcement officer.
- 9.1.3.B. Information regarding the originating telephone numbers will be disclosed only to investigative or law enforcement officers, not to customers receiving call-tracing services.
- 9.1.3.C. The Company will work with investigative or law enforcement officers to determine how long call-tracing services should be provided.
- 9.1.3.D. The Company may provide customer-originated call-tracing service (CLASS Call Trace) as an alternative to Call Tracing in response to a Call Tracing request from a customer who is located in an exchange where CLASS Call Trace is available and where CLASS Call Trace will function as accurately as Call Tracing.

SECTION 9 – SPECIAL SERVICES AND PROGRAMS (CONT'D)

9.1 Call Tracing (Cont'd)

9.1.4. Rates

9.1.4.A. Call Tracing Setup

1. During Normal Business Hours \$11.95
2. Outside of Business Hours \$11.95

9.1.4.B. Extension of Call Tracing period at the Request of investigative or law Enforcement agency.

No Charge

9.1.4.C. Provision of Call Tracing information to investigative or law enforcement agency

No Charge

SECTION 9 – SPECIAL SERVICES AND PROGRAMS (CONT'D)

9.2 Restriction Services

9.2.1. Toll Restriction

9.2.1.A. Description

Toll blocking allows end users to block direct-dialed long distance calls from their telephones. Full toll blocking blocks all calls beginning with a 1, 10XXX, or 011 numbers. Telephone lines with toll blocking can still receive toll calls and can be used to call toll-free numbers, operator-assisted collect or third-party calls, and calling card calls.

9.2.1.B. Terms and Conditions

1. This service is offered to individual line residence, individual line business and dial switch type customers.
2. Provision of Toll Restriction does not alleviate the customer's responsibility for completed toll calls.
3. Toll Restriction will be provided at no charge customers upon request.

9.2.2. Bill Screening Blocking

9.2.2.A. Description

Bill screening blocking is a data base-driven service that allows end users to block collect calls or third party billed calls. To provide the service, local telephone companies sell customer data bases containing their customers' requests to block incoming collect or third party calls. Carriers who buy the data bases are able to respect customer preferences and avoid disputed bills for unsolicited calls. Because LECs charge carriers for each query to the data base, some carriers prefer not to subscribe to the data base service. For this reason, LECs cannot guarantee that their customers' preferences will always be heeded.

SECTION 9 – SPECIAL SERVICES AND PROGRAMS (CONT'D)

9.2 Restriction Services (Cont'd)

9.2.2. Bill Screening Blocking (Cont'd)

9.2.2.B. Terms and Conditions

Blocking of information will be provided at no charge to residential and business customers on all local service lines and will be provided on any line where it is technically possible.

9.2.3. Blocking Caller Identification

9.2.3.A. Description

Per Call blocking enables a customer to control the disclosure of telephone numbers to a subscriber of a Calling Number Delivery. A customer must dial an activation code before each call to block delivery of number information.

9.2.3.B. Terms and Conditions

Per call blocking will be provided at no charge to residential and business customers on all local service lines and will be provided on any line where it is technically possible.

9.2.4. Per Line Blocking

9.2.4.A. Description

Per Line blocking provides a permanent private indicator on a customer's line. The number of that line will not be delivered to any subscriber of Calling Number Delivery. Emergency 911 calls will not be affected.

SECTION 9 – SPECIAL SERVICES AND PROGRAMS (CONT'D)

9.2 Restriction Services (Cont'd)

9.2.4. Per Line Blocking (Cont'd)

9.2.4.B. Terms and Conditions

1. Residential Line Blocking will be available to customers at no charge.
2. Business Line Blocking will be available at no charge for the following types of customers: law enforcement agencies, shelters for battered persons, government agencies engaged in undercover operations, and business customers who have been accepted as having demonstrated a need for nondisclosure.
3. Other business customers that do not fit the above requirements shall demonstrate to the Company a special need under criteria set forth below:

Line blocking for business customers is available only for those business customers demonstrating a need. The demonstration of need is waived for law enforcement centers, programs for battered persons, and government agencies engaged in undercover operations. Other business customers wanting line blocking must demonstrate in writing that disclosure of the calling number could endanger the caller, other persons, or property. The Company will promptly notify the customer of its decision. A business customer who does not agree with the Company's decision may appeal in writing to the Utah Division of Public Utilities.

SECTION 9 – SPECIAL SERVICES AND PROGRAMS (CONT'D)

9.2 Restriction Services (Cont'd)

9.2.5. Anonymous Call Rejection

9.2.5.A. Description

While this feature is activated, incoming blocked calls are routed to an announcement in the central office that will indicate that the called party has chosen to reject blocked calls and the call will not be completed.

9.2.5.B. Terms and Conditions

This service will be provided to all subscribers of Calling Number Delivery at no charge an in the inactive state.

SECTION 10 – SPECIAL ARRANGEMENTS

10.1 Special Construction

10.1.1. Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Price Lists, charges will be based on the costs incurred by the Company (including return) and may include:

- 10.1.1.A. nonrecurring charges;
- 10.1.1.B. recurring charges;
- 10.1.1.C. termination liabilities; or
- 10.1.1.D. combinations of A, B, and C.

10.1.2 Basis for Cost Computation

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- 10.1.2.A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - 1. equipment and materials provided or used;
 - 2. engineering, labor, and supervision;
 - 3. transportation; and
 - 4. rights of way and/or any required easements.

SECTION 10 – SPECIAL ARRANGEMENTS (CONT'D)

10.1 Special Construction (Cont'd)

10.1.2. Basis for Cost Computation (Cont'd)

10.1.2.B. Cost of maintenance.

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

10.1.2.D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.

10.1.2.E. License preparation, processing, and related fees.

10.1.2.F. Price List preparation, processing and related fees.

10.1.2.G. Any other identifiable costs related to the facilities provided; or,

10.1.2.H. An amount for return and contingencies.

10.1.3. Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

10.1.3.A. The period on which the termination liability is based is the estimated service life of the facilities provided.

10.1.3.B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

SECTION 10 – SPECIAL ARRANGEMENTS (CONT'D)

10.1 Special Construction (Cont'd)

10.1.3. Termination Liability (Cont'd)

10.1.3.B. (Cont'd)

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (a) equipment and materials provided or used;
 - (b) engineering, labor, and supervision;
 - (c) transportation; and
 - (d) rights of way and/or any required easements;
2. license preparation, processing, and related fees;
3. Price List preparation, processing and related fees;
4. cost of removal and restoration, where appropriate; and
5. any other identifiable costs related to the specially constructed or rearranged facilities.

10.1.3.C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Subsection B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Subsection B preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

SECTION 10 – SPECIAL ARRANGEMENTS (CONT'D)

10.2 Non-Routine Installation and/or Maintenance

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

SECTION 10 – SPECIAL ARRANGEMENTS (CONT'D)

10.3 Individual Case Basis (“ICB”) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from Price Listed arrangements. Rates quoted in response to such requests may be different for Price Listed service than those specified for such service in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Price List within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- LATA and type of switch
- The V&H distance from the central office to the customer’s premises
- Service description
- Rates and charges
- Quantity of circuits
- Length of the agreement.

Attachment C

Revised Telecommunications Access Services Tariff

ACCESS SERVICES TARIFF

*This tariff, Utah Tariff No. 2, issued by Clear Rate Communications, LLC
cancels and replaces in its entirety, Utah Public Service Commission Tariff No. 2 issued by
Clear Rate Communications, Inc.*

**TELECOMMUNICATIONS ACCESS SERVICES TARIFF
OF
CLEAR RATE COMMUNICATIONS, LLC
FOR THE STATE OF
UTAH**

This tariff includes the rates, charges, terms and conditions of service for the provision of intrastate access telecommunications services in the State of Utah by Clear Rate Communications, LLC (“Clear Rate”) with principal offices located at 2600 W. Big Beaver Rd., Suite 450, Troy, Michigan 48084. This tariff is on file with the Utah Public Service Commission, and copies may be inspected, during normal business hours, at the Company’s principal place of business.

Issued: February 16, 2022

Effective: February 22, 2022

Issued by: Legal and Regulatory Director
2600 W. Big Beaver Rd., Suite 450
Troy, MI 48084

ACCESS SERVICES TARIFF

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*	51	Original	*
2	Original	*	27	Original	*	52	Original	*
3	Original	*	28	Original	*	53	Original	*
4	Original	*	29	Original	*	54	Original	*
5	Original	*	30	Original	*	55	Original	*
6	Original	*	31	Original	*	56	Original	*
7	Original	*	32	Original	*	57	Original	*
8	Original	*	33	Original	*	58	Original	*
9	Original	*	34	Original	*	59	Original	*
10	Original	*	35	Original	*	60	Original	*
11	Original	*	36	Original	*	61	Original	*
12	Original	*	37	Original	*	62	Original	*
13	Original	*	38	Original	*	63	Original	*
14	Original	*	39	Original	*	64	Original	*
15	Original	*	40	Original	*	65	Original	*
16	Original	*	41	Original	*	66	Original	*
17	Original	*	42	Original	*	67	Original	*
18	Original	*	43	Original	*	68	Original	*
19	Original	*	44	Original	*			
20	Original	*	45	Original	*			
21	Original	*	46	Original	*			
22	Original	*	47	Original	*			
23	Original	*	48	Original	*			
24	Original	*	49	Original	*			
25	Original	*	50	Original	*			

* - indicates those pages included with this filing

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ACCESS SERVICES TARIFF

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ACCESS SERVICES TARIFF

EXPLANATION OF SYMBOLS

- C To signify changed regulation
- D To signify discontinued rate or regulation
- I To signify increase
- M To signify matter relocated without change
- N To signify new rate or regulation
- R To signify reduction
- S To signify reissued matter
- T To signify a change in text but no change in rate or regulation
- Z To signify a correction

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ACCESS SERVICES TARIFF

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 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 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.

ACCESS SERVICES TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access Code - Denotes a uniform code assigned by the Company to an individual End User. The code has the form 101XXXX or 950-XXXX.

Access Line - An arrangement which connects an End User's local exchange line to a Company- designated switching center or point of presence.

Access Minutes - The increment for measuring usage of exchange facilities for the purpose of calculating chargeable usage.

Access Service Request (ASR) - The service order form used by access service Customers and the Company to establish, move, or rearrange access services provided by the Company.

Access Tandem - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between End Offices and the Customer's Premises or Point of Presence.

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to a carrier's Point of Presence or Customer's or End User's terminal equipment as an indication that the called party has answered or disconnected.

Automatic Number Identification (ANI) - The automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Customer. The primary purpose of ANI is for billing toll calls.

Bit - The smallest unit of information in a binary system of notation.

Bps - Bits per second. The number of bits transmitted in a one second interval.

Call - A Customer or End User attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Serving Wire Center, End Office or Access Tandem Switch.

Casual Calling - Where access to the Company's network and the subsequent use of service by the Customer is initiated through the dialing of a toll-free number or Access Code. Casual Calling allows non-Presubscribed End Users to utilize the services of the Company.

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ACCESS SERVICES TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Central Office - The premises of the Company or another local exchange carrier containing one or more switches where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities.

Channel - A communications path between two or more points.

CIC - An interexchange carrier identification code.

Commission - Refers to the Utah Public Service Commission, unless otherwise indicated.

Company or Carrier - Used throughout this tariff to indicate Clear Rate 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.

CPE - Customer Premises Equipment. All Terminal Equipment or other communications equipment and/or systems provided by the Customer for use with the Company's facilities and services.

Customer - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff and is responsible for the payment of charges. In most contexts, the Customer is an Interexchange Carrier utilizing the Company's Switched or Dedicated Access services described in this tariff to reach its End Users.

Customer Premises - The premises specified by the Customer for termination of access services. Typically an Interexchange Carrier's Point of Presence.

Dedicated Access - Where originating or terminating access between an End User and an Interexchange Carrier are provided via dedicated facilities, circuits or channels. A method of reaching the Customer's communication and switching systems whereby the End User is connected directly to the Customer's Point of Presence without utilizing the services of the local switched network.

ACCESS SERVICES TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

DS0 - Digital Signal Level 0; a dedicated, full-duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

DS1 - Digital Signal Level 1; a dedicated, high-capacity, full-duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

DS3 - Digital Signal Level 3; a dedicated, high-capacity, full-duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 services.

Dual Tone Multifrequency (DTMF) - Tone signaling, also known as touch tone signaling.

End Office - The Central Office from which the End User's Premises would normally obtain local exchange service and dial tone from the Company or another local exchange company.

End Office Switch - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the End User is connected via station loops or trunks to an End Office Switch.

End User - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. In most contexts, the End User is the customer of an Interexchange Carrier who in turn utilizes the Company's Switched or Dedicated Access services described in this tariff to provide the End User with access to the IC's communication and switching systems.

End User Premises - The premises specified by the Customer or End User for termination of access services at the End User's physical location.

Equal Access - Where the local exchange company Central Office provides interconnection to Interexchange Carriers with Feature Group D circuits. In such End Offices, End Users can presubscribe their telephone line(s) to their preferred Interexchange Carrier. A form of dialed access provided by local exchange companies whereby telephone calls dialed by the End User are automatically routed to the Company's network. End Users may also route calls to the Company's network by dialing an access code provided by the Company.

ACCESS SERVICES TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company or other local exchange carrier for the administration of communications service in a specified area. An Exchange may consist of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

Gbps - Gigabits per second; billions of bits per second.

Host Office - An electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Individual Case Basis or ICB - A process whereby the terms, conditions, rates and/or charges for a service provided under the general provisions of this tariff are developed or modified based on the unique circumstances in each case. ICB rates are determined using the rules and regulations for Special Contracts, Arrangements and Construction as contained in Section 4 of this tariff.

Interstate -The regulatory jurisdiction of services used for communications between one or more originating and terminating points located in different states within the United States or between one or more points in the United States and at least one international location.

Intrastate - For the purpose of this tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points, all located within the State of Utah.

Interexchange Carrier (IXC or IC) - A long distance telecommunications services provider that furnishes services between exchange areas.

Kbps - Kilobits per second; 1000s of bits per second.

LATA or Local Access and Transport Area - A geographic area for the provision and administration of communications services existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192; or established by a Bell operating company after February 8, 1996 and approved by the FCC; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

LEC - Local Exchange Company.

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ACCESS SERVICES TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Mbps - Megabits per second; millions of bits per second.

Message - See Call.

N/A - Not Applicable.

Non-Recurring Charge or NRC - The initial charge, usually assessed on a one-time basis, to initiate and establish a service or feature.

NPA - Numbering Plan Area or area code.

OC-12 - A high-capacity channel for full-duplex, synchronous, optic transmission of digital signals based on the SONET standard, at a rate of 622.08 Mbps.

OC-3 - A high-capacity channel for full-duplex, synchronous, optic transmission of digital signals based on the SONET standard, at a rate of 155.52 Mbps.

OC-48 - A high-capacity channel for full-duplex, synchronous, optic transmission of digital signals based on the SONET standard, at a rate of 2.4 Gbps

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

On-Hook - The idle condition of Switched Access service or a telephone exchange line.

Originating Direction - The use of Switched Access Service for the origination of calls from an End User's Premises to a Customer's Point of Presence.

PIC Authorization - A Customer's or End User's selection of a PIC that meets the requirements of Federal and state law.

PIC - Primary Interexchange Carrier.

Point of Presence or POP - The physical location associated with an Interexchange Carrier's communication and switching systems.

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ACCESS SERVICES TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Point of Termination - The point of demarcation within a Customer or End User Premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided or End User-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - A building, portion of a building in a multi-tenant building, or buildings on continuous property not separated by a highway. May also denote a Customer-owned enclosure or utility vault located above or below ground on private property or on Customer acquired right-of-way.

Presubscription - An arrangement whereby an End User selects and designates to the Company or other LEC, a carrier the End User wishes to access, without an access code, for completing interLATA and/or intraLATA toll calls. The selected carrier is referred to as the Primary Interexchange Carrier.

Primary Interexchange Carrier - The IXC designated by an End User as its first routing choice and primary overflow carrier for routing of 1+ direct dialed and operator assisted non-local calls.

Private Line - A service which provides dedicated path between one or more End User or Customer Premises.

Query - The inquiry to a Company data base to obtain information, processing instructions or service data.

Recurring Charge - The charges to the Customer for services, facilities or equipment, which continue for the agreed upon duration of the service. Recurring charges do not vary based on Customer usage of the services, facilities or equipment provided.

Remote Switching Modules or Remote Switching Systems (RSM/RSS) - Small remotely controlled electronic End Office Switching equipment which obtains its call processing capability from a Host Office. An RSM/RSS cannot accommodate direct trunks to an End User or Customer.

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 in the service order or this tariff, in which case the service commencement date is the date of the Customer's acceptance, such acceptance not to be reasonably withheld or denied. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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ACCESS SERVICES TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Service Order - A written request for network services executed by the Customer and the Company.

Serving Wire Center Switch - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the Customer or End User is connected via station loops or trunks to a Serving Wire Center Switch.

Special Access - See Dedicated Access.

Station - Refers to telephone equipment or an exchange access line from or to which calls are placed.

Switched Access - Where originating or terminating access between an End User and an Interexchange Carrier is provided via Feature Group facilities, circuits or channels provided by a local exchange carrier. A method of reaching the Customer's communication and switching systems whereby the End User is connected to the Customer's Point of Presence or designate using services of the local switched network.

Tandem Switch - See Access Tandem.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Terminating Direction - The use of Switched Access Service for the completion of calls from a Customer's Point of Presence to an End User Premises.

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

Trunk Group - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1** The Company undertakes to furnish switched or dedicated access communications service pursuant to the terms of this tariff.
- 2.1.2** The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3** 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.
- 2.1.4** 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 Customer shall be responsible for all charges due for such service arrangements.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.2 Use of the Company's Service**

- 2.2.1** Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2** 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.
- 2.2.3** Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.2.4** Any service provided under this tariff may be resold to or shared (jointly used) with otherpersons at the Customer's option. The Customer remains solely responsible for all use ofservice ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. The Company may requireapplicants for service who intend to use the Company's offerings for resale, shared and/orjoint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders,and decisions.

ACCESS SERVICES TARIFF

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

2.3 Limitations

- 2.3.1** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.2** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment 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.
- 2.3.3** 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.
- 2.3.4** The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. Customer shall not be relieved of any 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.
- 2.3.5** The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.6** The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Assignment and Transfer**

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 to a) any entity directly or indirectly controlling, controlled by or under common control with the Company, whether direct or indirect; b) under any sale or transfer of all or substantially all the assets of the Company within the state; or c) under any financing, merger or reorganization of the Company.

2.5 Application or Service

Customers may be required to enter into written or oral 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.

2.6 Ownership of Facilities

- 2.6.1** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.
- 2.6.2** Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear excepted.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Liability of the Company**

- 2.7.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.7.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.7.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.7.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with FCC, or other relevant Commission, rules and regulations.
- 2.7.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

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ACCESS SERVICES TARIFF

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

2.7 Liability of the Company, (Cont'd.)

- 2.7.6** No liability shall attach to the Company by reason of any defacement or damage to the Customer's premise resulting from the existence of the Company's equipment or facilities on such premise, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.
- 2.7.7** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.7.8** 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 warranties and representations expressly set forth herein.
- 2.7.9** Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights in the future with respect to that provision or from asserting its rights under other provisions.

ACCESS SERVICES TARIFF

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

2.8 Liability of the Customer

- 2.8.1** The Customer will be liable for damages to the facilities of the Company and for all direct, indirect, incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.8.2** To the extent caused by the acts or omissions of the Customer as described in Section 2.8.1, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.
- 2.8.3** A Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, 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 tariff 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.
- 2.8.4** The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provided to the Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premise, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such charges.

ACCESS SERVICES TARIFF

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

2.9 Obligations of the Customer

- 2.9.1** The Customer is responsible for making proper application for service; placing any necessary orders; for complying with tariff regulations; and payment of charges for services provided. Specific Customer responsibilities include, but are not limited to, the following:
- A.** 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 non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premise, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
 - B.** providing at no charge, as specified from time to time by the Company, any needed equipment, secured space, power, supporting structures, and conduit 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;
 - C.** 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 communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1.B. 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;
 - D.** 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., friable asbestos) prior to any construction or installation work;

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

2.9 Obligations of the Customer, (Cont'd.)

2.9.1 (Cont'd.)

- E. 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 2.9.1.C.; 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;
- F. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- G. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;
- H. taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein; and
- I. ensuring that any Customer-provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

ACCESS SERVICES TARIFF

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

2.9 Obligations of the Customer, (Cont'd.)

2.9.2 With regard to access services provided by the Company, specific Customer responsibilities include, but are not limited to, the following:

A. Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

B. Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate the planning of actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

ACCESS SERVICES TARIFF

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

2.9 Obligations of the Customer, (Cont'd.)

2.9.2 (Cont'd.)

C. Jurisdictional Reports

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. The Percent State Usage (PSU) is 1-PIU. 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.

1. 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 an annual basis.

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

2. 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 an annual basis.

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

3. Except where access minutes are measured by Company call detail, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Obligations of the Customer, (Cont'd.)****2.9.2 (Cont'd.)****C. Jurisdictional Reports, (Cont'd.)**

4. The Company will charge the intrastate terminating switched access rate to Customers for those minutes lacking jurisdictional information that are in excess of a reasonable percentage (10%) of minutes for which this information is not transmitted. For example, if 40% of a Customer's minutes sent to the Company do not contain sufficient originating information to allow the Company to determine the originating location, the Company would apply these provisions to those minutes exceeding the 10% "floor," or 30% in this example. The Company will apply the customer's provided PIU to the residual traffic that does not apply to the provision of this tariff section (70% in this example).

In the event that the Company applies the intrastate terminating access rates to calls without sufficient jurisdictional information as specified herein, the customer can request that the Company change the application of the intrastate access rates upon an acceptable showing, as determined by the Company, of why the intrastate rate should not be applied.

ACCESS SERVICES TARIFF

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

2.9 Obligations of the Customer, (Cont'd.)

2.9.2 (Cont'd.)

D. Jurisdictional Audits

1. The Customer shall keep sufficient detail from which the percentages of interstate and intrastate use reported to the Company can be verified, and upon request of the Company, shall make such records available for inspection and audit. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.
2. Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single Customer no more than once per year. The Customer shall supply the required data within 30 calendar days of the Company request.
3. In the event that an audit reveals that any customer reported PIU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The customer shall be backbilled or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is a shorter period.
4. Should an audit reveal that the misreported percentage(s) of use resulted in an underpayment of access charges to the Company of five percent or more of the total Switched Access Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.
5. Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

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ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Billing and Payment For Service****2.10.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation, the Customer is responsible for any and all cost(s) incurred as the result of:

- A. any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of calls via the Company;
- B. any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize; and
- C. any calls placed by or through the Customer's equipment via any remote access feature(s).

2.10.2 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service will be used or not.

ACCESS SERVICES TARIFF

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

2.10 Billing and Payment For Service, (Cont'd.)

2.10.3 Payment for Service

- A. All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the Company or its agent and subject to the rules of regulatory bodies having jurisdiction.
- B. Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any non-recurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- C. 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 as specified on the bill. The Company reserves the right to utilize as its sole and exclusive billing method electronic invoices that are accessible by the Customer via a secure web interface.
- D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period. Any requests by the Customer for call detail records supporting billed usage charges must be submitted to the Company in writing or via electronic mail that is acknowledged as received by the Company, within sixty (60) days of the date of the invoice on which the usage was billed. Any such call detail records will be provided in a format to be mutually agreed between the Company and the Customer.
- E. Customer billing will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. 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 30 days.

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ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Billing and Payment For Service, (Cont'd.)****2.10.3 Payment for Service, (Cont'd.)**

- G.** Amounts not paid within 30 days after the mailing date of invoice will be considered past due.
- H.** In the event Company, in its sole discretion, chooses to forego billing the Customer for access services in any particular month(s), Company reserves the right to back bill Customer for any unbilled recurring or nonrecurring charges for a period of twenty-four (24) months.

2.10.4 Disputed Charges

- A.** Any objections to billed charges must be reported to the Company or its billing agent in writing or via electronic mail that is acknowledged by the Company within sixty (60) days of the invoice date of the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, 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 sixty (60) days of the invoice date of the bill for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

ACCESS SERVICES TARIFF

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

2.10 Billing and Payment For Service, (Cont'd.)

2.10.4 Disputed Charges, (Cont'd.)

- 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, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- E. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.5.
- F. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- G. Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Clear Rate Communications, LLC
2600 W. Big Beaver Rd., Suite 450
Troy, Michigan 48084
(877) 877-4799

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Billing and Payment For Service, (Cont'd.)****2.10.5 Late Payment Fees**

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the last calendar day for remittance falls on a Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.

2.10.6 Returned Check Charge

A service charge equal to \$25.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.11 Taxes, Surcharges and Fees**

- 2.11.1** All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such fees and taxes shall, insofar as practicable and allowed by law, be billed pro-rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.
- 2.11.2** 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.

ACCESS SERVICES TARIFF

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

2.12 Deposits and Advanced Payments**2.12.1 General**

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. If a Customer's creditworthiness is unacceptable to the Company, Company may refuse to provide service, require a deposit or advance payment, or otherwise restrict or interrupt service to a Customer.

2.12.2 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges under Commission rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.
- B. The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two months service.
- C. 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 or as otherwise permitted by applicable law.
- D. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- E. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.12 Deposits and Advanced Payments, (Cont'd.)****2.12.3 Advance Payments**

To safeguard its interests, 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 two (2) months' estimated billing. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

ACCESS SERVICES TARIFF

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

2.13 Cancellation by Customer**2.13.1 General**

- A. Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

2.13.2 Cancellation of Contract Services

- A. If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:
 - 1. all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer; plus
 - 2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer; plus
 - 3. all recurring charges specified in the applicable service order for the balance of the then current term.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Cancellation by Customer, (Cont'd.)****2.13.3 Cancellation of Application for Service**

- A.** Where the Company permits the 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 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.
- 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, less net salvage, may apply. 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.** The charges described above will be calculated and applied on a case-by-case basis.

ACCESS SERVICES TARIFF

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

2.14 Cancellation by Company

2.14.1 Service continues to be provided until canceled by the Customer pursuant to Section 2.13 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

2.14.2 The Company may refuse or discontinue service to a Customer without notice under the following conditions:

- A.** Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
- B.** The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- C.** In the event of Customer or End User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- D.** In the event of tampering with the equipment or services of the Company or its agents.
- E.** In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that Company opts to restore such service, require the Customer to make, at Customer's 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.
- F.** If any of the facilities, appliances, or apparatus on Customer's premise are found to be unsafe or causing harm to the Company's facilities. Company may in the alternative refuse to furnish service until the applicant or Customer shall have remedied the condition.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Cancellation by Company, (Cont'd.)**

2.14.3 Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- A.** The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.
- B.** A Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- C.** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D.** For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, to the extent that Customer, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same.
- E.** For use of telephone service for any property or purpose other than that described in the application.
- F.** For Customer's breach of any contract for service between the Company and the Customer.
- G.** For periods of inactivity in excess of sixty (60) days.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.15 Restoration of Service**

- 2.15.1** If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnected for non-payment may be required to pay a deposit and/or advance payment prior to service restoration.
- 2.15.2** A restoration fee of \$25.00, or the actual costs incurred by the Company plus an administrative charge, whichever is greater, applies to Customers whose service is restored following disconnection by the Company.
- 2.15.3** Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

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ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.16 Provision of Company Equipment and Facilities**

- 2.16.1** 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.
- 2.16.2** 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 to the Customer.
- 2.16.3** Equipment that the Company provides or installs at the Customer premise shall not be used for any purpose other than that for which the equipment is provided.
- 2.16.4** The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided equipment. If such equipment is connected to the facilities furnished under this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered by Company under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- A.** the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - B.** the reception of signals by Customer-provided equipment; or
 - C.** network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

ACCESS SERVICES TARIFF

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

2.17 Interconnection

- 2.17.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.17.2** Connection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.17.3** The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.17.4** If harm to the Company's network, personnel or services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

ACCESS SERVICES TARIFF

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

2.18 Customer-Provided Equipment

- 2.18.1** The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. The Customer may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 2.18.2** Terminal equipment on the Customer's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- 2.18.3** 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 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.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.18 Customer-Provided Equipment (CONT'D)**

- 2.18.4** 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 under this Section 2.18 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.
- 2.18.5** 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 may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.18.6** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.19 Inspection, Testing and Adjustments**

- 2.19.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.19.2** Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours and is requested by the Customer.
- 2.19.3** The Company will use commercially reasonable efforts to 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 applies 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.

ACCESS SERVICES TARIFF

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

2.20 Allowances for Interruptions in Service**2.20.1 General**

- A.** The provision of this Section 2.20 apply generally to the Company's Dedicated Access services only, and specifically, to any Recurring Charges applicable to Dedicated Access services.
- B.** Upon the written request of the Customer, delivered to the Company no later than thirty (30) days following the date of service interruption, a credit allowance will be given when service is interrupted, except as specified in Section 2.20.2. 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 tariff.
- C.** An interruption period begins when the Customer reports to the Company a service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in Company's sole reasonable discretion. An interruption period ends when the service, facility or circuit is operative.
- D.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to the Customer Premises for test and repair by the Company, or continues to make voluntary use of the service, then 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 but not interrupted.
- E.** The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees 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

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.20 Allowances for Interruptions in Service, (Cont'd.)****2.20.2 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 tariff 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. 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;
- F. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; or
- G. that was not reported to the Company within thirty (30) days of the date that service was affected.
- H. Cellular and other wireless transmission is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one-way audio and other problems created by factors beyond Company's control. Under no circumstances will Company provide credit or payment of any kind for calls which experience problems related to cellular (wireless) transmissions.

2.20.3 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.

ACCESS SERVICES TARIFF

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

2.20 Allowances for Interruptions in Service, (Cont'd.)

2.20.4 Application of Credits for Interruptions in Service

- A. Except as provided in Section 2.20.2.A., if a Customer's service is interrupted, and it remains interrupted for eight normal working hours or longer after access to the Customer Premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.
- B. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro-rata part of the month's flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- C. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:
- $$\text{Credit} = A/720 \times B$$
- A = outage time in hours (must be 8 or more)
B = total monthly Recurring Charge for affected service.
- D. No credits will be provided for usage-sensitive services.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.21 Notices and Communications**

- 2.21.1** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.21.2** The Company shall designate on the service order or contract an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on bills for service to which the Customer shall mail payment on that bill.
- 2.21.3** Notice of a pending disconnection of a Customer's service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.
- 2.21.4** Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.
- 2.21.5** 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 second 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.
- 2.21.6** 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.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.22 Mixed Interstate and Intrastate Switched Access Services**

2.22.1 When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in Section 2.9.2 will serve as the basis for prorating the charges. The percentage of an access service to be charged as intrastate is applied in the following manner:

- A.** For nonrecurring chargeable rate elements, multiply PIU times the quantity of chargeable elements times the intrastate tariff rate per element.
- B.** For usage sensitive chargeable rate elements, multiply the PIU times actual use (measured or Company assumed average use) times the intrastate rate.

2.22.2 A similar calculation is then performed to determine the interstate portion of the bill.

ACCESS SERVICES TARIFF

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

2.23 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Access Facilities

2.23.1 When mixed interstate and intrastate service is provided over a Dedicated Access facility, the jurisdiction will be determined as follows.

- A.** If the Customer's estimate of the interstate traffic on the service equals 10% or more of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate interstate tariff.
- B.** If the Customer's estimate of the interstate traffic on the service is less than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.
- C.** If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.

ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE**3.1 General**

- 3.1.1** 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 trunking facilities, and for the use of common subscriber plant of the Company. Switched Access service provides for the ability to originate calls from an EndUser's Premises to a Customer's Premises and to terminate calls from a Customer's Premises to an End User's Premises in the LATA where it is provided.
- 3.1.2** If a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- 3.1.3** In the absence of an ASR as described in Section 3.4, 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.

ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Manner of Provision**

- 3.2.1** Switched Feature Group (FG) Access is furnished for originating and terminating calls by the Customer to its End User. FG Access is furnished on a per-line or per-trunk basis.
- 3.2.2** Originating traffic type represents access capacity within a LATA for carrying traffic from the End User to the Customer; and Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the End User. When ordering capacity for FG Access, the Customer must at a minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type.
- 3.2.3** FG Access is provisioned, at minimum, at the DS-1 level and provides line-side or trunk-side access to End Office 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).
- 3.2.4** Two types of FG Access are available:
- A.** Tandem Connect Access: This option applies when the customer has no direct facilities to the End Office. Traffic is routed to and from the End Office via the Access Tandem. 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 and priced herein.
 - B.** Direct Connect Access: This option applies when the Company or another service provider provides dedicated facilities between the Customer's premises and the 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 the dedicated portion of Direct Connect Access. The dedicated portion of Direct Connect Access is provided on an Individual Case Basis as Special Contracts, Arrangements and Construction pursuant to Section 4 of this tariff.

ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.3 Rate Categories**

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

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

3.3.1 End Office Switching

The Company combines traditional per minute switched access rate elements into a single composite per minute rate element. The Company's composite rate is not discountable based on the customer's use of only some of the identified switched access components. This element includes the following rate categories:

A. Common Line

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

B. 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. The Switched Transport rate category also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM or its equivalent.

C. End Office Switching

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, 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.

3.3.2 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.

ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.4 Access Ordering

3.4.1 General

- A. 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.
- B. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.
- C. The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for access service, the Customer shall provide the following minimum information:
 - 1. Customer name and Premises address(es);
 - 2. Billing name and address (when different from Customer name and address); and
 - 3. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.4 Access Ordering, (Cont'd.)

3.4.2 Access Service Date Intervals

- A. Access service is provided with standard or negotiated intervals
- B. The Company will specify a firm order confirmation date and 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:
 - 4. For service provided under a standard interval: The standard interval for Switched Service will be sixty (60) business days from the application date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access services provided under the standard interval will be installed during Company business hours.
 - 5. For service provided under a negotiated interval: The Company will offer a Service Commencement 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 Commencement Date, or, when there is no standard interval, the Company offered Service Commencement Date, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when:
 - (a) The Customer requests a Service Commencement Date before or beyond the applicable standard interval Service Commencement Date; or
 - (b) There is no existing facility connecting the Customer Premises with the Company; or
 - (c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
 - (d) The Company determines that access service cannot be installed within the standard interval.

ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.4 Access Ordering, (Cont'd.)****3.4.2 Access Service Date Intervals, (Cont'd.)**

- C. All services for which rates are applied on an Individual Case Basis are provided with a negotiated interval.

3.4.3 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.

3.5 Special Construction or Special Service Arrangements

- 3.5.1** Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a commercially reasonable-efforts basis at the request of the Customer. Such construction or arrangements will be provided pursuant to regulations contained in Section 4 of this tariff.

ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.6 Obligations of the Company**

3.6.1 With regard to access services provided by Company, specific Company responsibilities include, but are not limited to the following:

A. Network Management

The Company will administer its network to ensure provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with minimal delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, to any traffic carried over its network, including that associated with a Customer's Switched Access service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

B. Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the End Offices. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk-side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an Access Tandem Switch and (2) the directionality of the service.

ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.7 Obligations of the Customer**

3.7.1 The Customer has certain specific obligations pertaining to the use of Switched Access service. These obligations are in addition to obligations specified in Section 2.9 of this tariff and are as follows:

A. Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable:

1. Jurisdictional Reports

When a Customer orders Switched Access service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.9.2.C. Charges will be apportioned in accordance with those reports.

2. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, the customer must report the number of trunks and/or the appropriate codes to be instituted in each End Office or Access Tandem Switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 access service traffic on other access service traffic is minimized. Network management controls may be implemented at the Company's option to ensure acceptable service levels.

B. On- and Off-Hook Supervision

The Customer's facilities shall provide the necessary on- and off-hook supervision for accurate timing of calls.

ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.8 Rate Regulations****3.8.1 General**

There are three type of rates and charges that apply to Switched Access service provided by the Company. The rates and charges are monthly recurring charges, usage charges, and nonrecurring charges.

3.8.2 Types of Charges

- A.** Nonrecurring Charges - are one-time charges that apply for a specific work activity (e.g., installation or changes to an existing service). Non-recurring charges may apply for installation of service, installation of optional features and service rearrangements.
- B.** Recurring Charges - are flat monthly rates that apply for each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days.
- C.** Usage Charges - are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.

ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.8 Rate Regulations, (Cont'd.)****3.8.3 Measurement of Access Minutes**

- A.** 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 End Office (indicating that the originating End User has disconnected), or from the Customer's facilities, whichever is recognized first by the entry switch.
- B.** 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 Customer'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.
- C.** 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.
- D.** 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.

ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.8 Rate Regulations, (Cont'd.)****3.8.3 Measurement of Access Minutes, (Cont'd.)**

- E.** Mileage, where applicable, will be measured in accordance with standard industry practices.
- F.** The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this tariff. The Company will provide billing using a hardcopy format or upon request, a mechanized medium (e.g., cartridge tape, CD ROM, etc.). Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).

ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.8 Rate Regulations, (Cont'd.)

3.8.4 Moves

- A. A move of services involves a change in the physical location of one of the following:
1. The point of termination at the Customer Premises, or
 2. The Customer Premises
- B. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below:
1. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the Nonrecurring Charge for the capacity affected. There will be no change in the minimum period requirements.
 2. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated Nonrecurring Charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.8 Rate Regulations, (Cont'd.)****3.8.5 Service Rearrangements**

- A. Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's Premises or the Customer's End User's Premises. Changes which result in the establishment of new minimum period obligations or a change in the physical location of the point of termination at the Customer's Premises or the Customer's End User's Premises are treated as disconnects and starts.
- B. The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the access service to the same entity without a change in jurisdiction.

ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.9 Rates and Charges****3.9.1 Common Line Access Service****A. Carrier Common Line**

Per Originating Minute	Note 1
Per Terminating Minute	Note 1

3.9.2 Switched Transport Service**A. Tandem Switched Transport Usage Charges**

Tandem Switched Transport, per Minute	Note 1
Tandem Switched Transport, per Minute, per Mile	Note 1
Tandem Switching, per Minute	Note 1

Note 1: All access minutes are billed at a single per minute access rate found in Section 3.9.3.A, Local Switching. This composite rate includes the elements traditionally billed as Tandem Switched Transport.

ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.9 Rates and Charges, (Cont'd.)

3.9.3 End Office Switching

A. Local Switching – Originating and Terminating, per Access Minute of Use

In those Areas where

Qwest Corporation d/b/a CenturyLink QC
is the Incumbent Local Exchange Carrier:

Originating, per minute of use	\$0.009736
Terminating, per minute of use	\$0.000700

B. Transport Interconnection Charge

Per Minute	Note 1
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C. Information Surcharge

Per Minute	Note 1
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3.9.4 Toll-Free 8XX Data Base Access Service

Per Query	\$0.004053
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Note 1: All access minutes are billed at a single per minute access rate found in Section 3.9.3.A, Local Switching. This composite rate includes the elements traditionally billed as Transport Interconnection Charge and Information Surcharge.

ACCESS SERVICES TARIFF

SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION**4.1 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.

4.2 Special Service Arrangements

4.2.1 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.

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

4.2.3 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.

4.3 Non-Routine Installation Charges

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, 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 or night hours, additional charges may apply.

ACCESS SERVICES TARIFF

SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION, (CONT'D.)**4.4 Special Construction Charges****4.4.1 General**

- A.** Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:
1. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
 2. of a type other than that which the Company would normally utilize in the furnishing of its services;
 3. over a route other than that which the Company would normally utilize in the furnishing of its services;
 4. in a quantity greater than that which the Company would normally construct;
 5. on an expedited basis;
 6. on a temporary basis until permanent facilities are available;
 7. involving abnormal costs;
 8. in advance of its normal construction; or
 9. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.
- B.** Where the Company furnishes a facility or service requiring special construction, charges will be based on the costs incurred by the Company and may include:
(1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.
- C.** Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

ACCESS SERVICES TARIFF

SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION, (CONT'D.)**4.4 Special Construction Charges, (Cont'd.)****4.4.2 Basis for Cost Computation**

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

- A.** cost of installed facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost may include:
 - 1. installation of equipment and materials provided or used,
 - 2. engineering, labor and supervision during construction,
 - 3. transportation of materials, and
 - 4. rights of way required for transmission facilities;
- B.** cost of operation, maintenance, and administration of equipment and facilities;
- C.** depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D.** general administrative expenses, including taxes on the basis of average charges for these items;
- E.** license preparation, processing and related fees;
- F.** tariff preparation, processing and other related regulatory fees;
- G.** any other item of expense associated with the particular special service arrangement; and
- H.** an amount, computed on the estimated installed cost of the facilities used to provide the special service arrangement, for return on investment and contingencies.

ACCESS SERVICES TARIFF

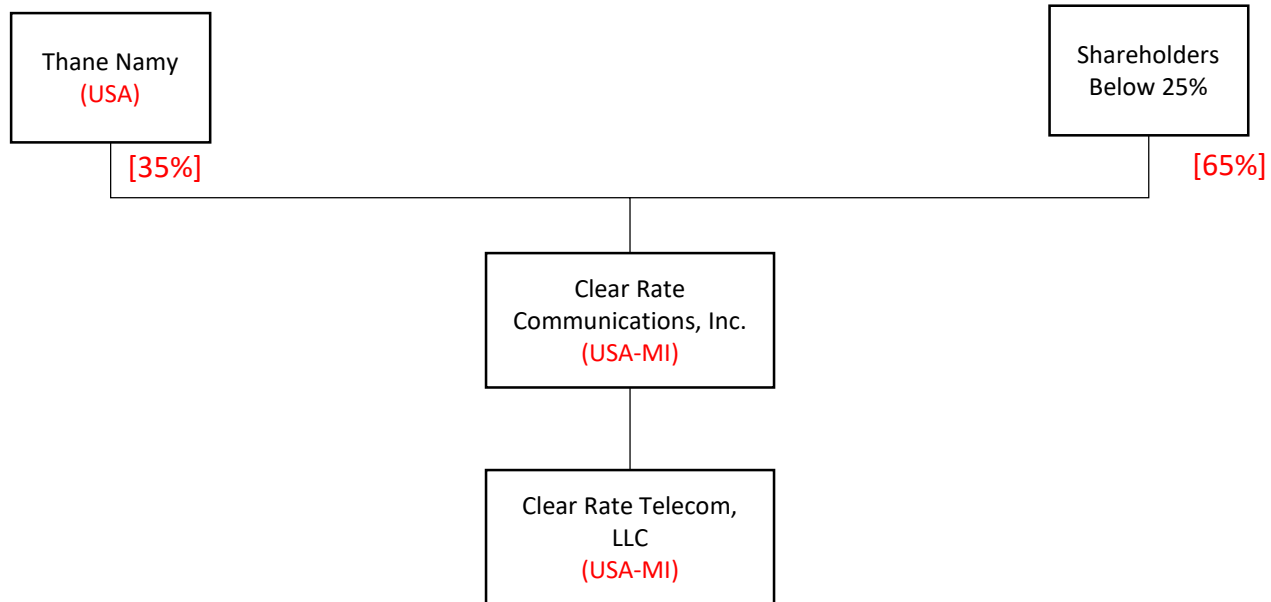
SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION, (CONT'D.)**4.4 Special Construction Charges, (Cont'd.)****4.4.3 Termination Liability**

- A.** To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities or services specially constructed at the request of the Customer.
- B.** The termination liability period is the estimated service life of the facilities provided.
- C.** The amount of the maximum termination liability is equal to the estimated cost for installation and operation of the service during its service life. Costs include those items previously listed in Section 4.4.2.
- D.** The applicable termination liability will be calculated based on the following:
 - 1. Multiplying the sum of the amounts determined as set forth in Section 4.4.3.C preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies.
 - 2. The amount determined in 4.4.3.D.1. preceding shall be adjusted to reflect the predetermined estimate of net salvage, if any, including any reuse of the facilities provided.
 - 3. The final termination liability is then adjusted to reflect applicable taxes or regulatory fees.

Attachment D

Pre-Transaction and Current Corporate Ownership Structure Chart

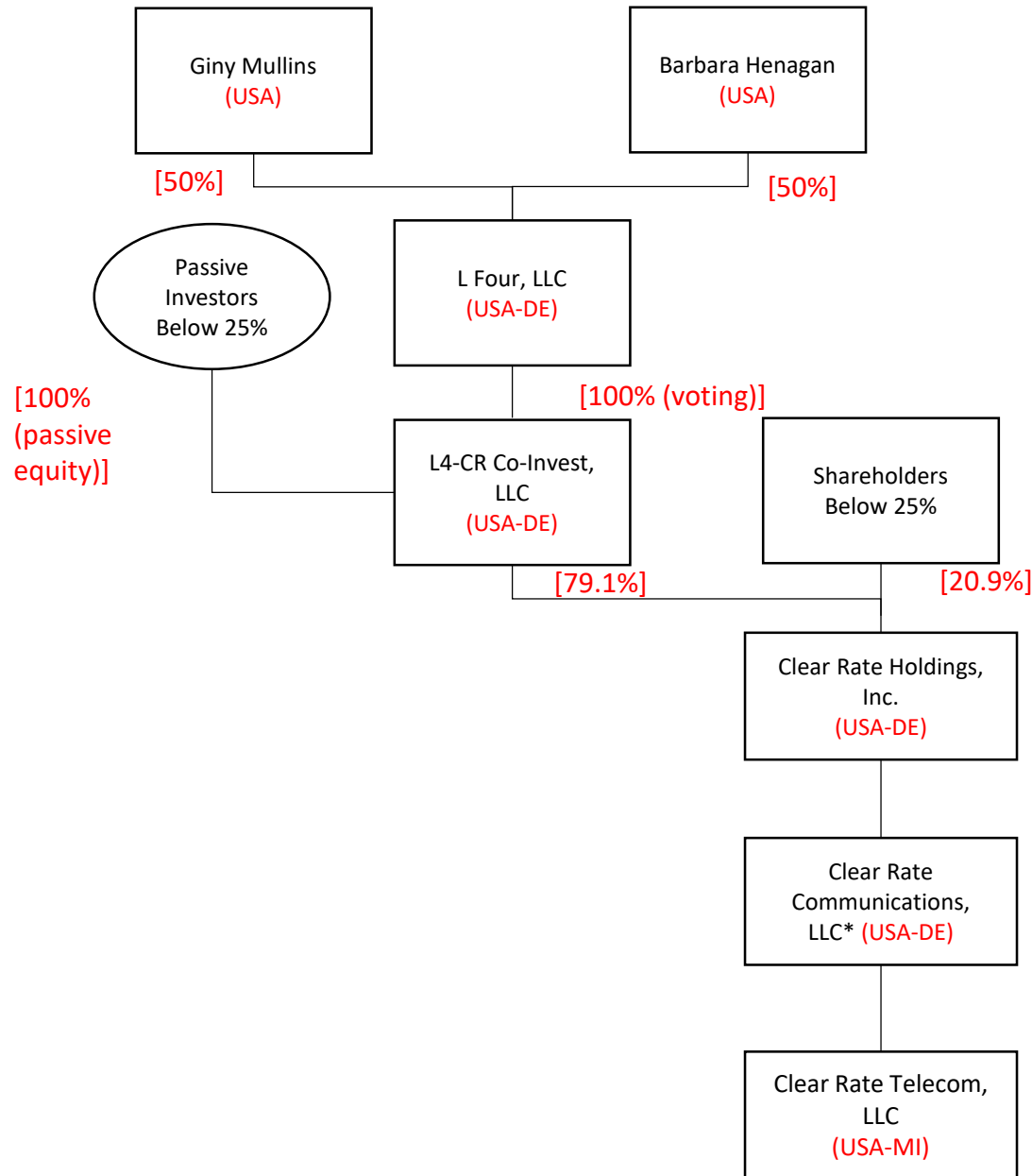
Pre-Transaction Corporate Structure of Clear Rate Communications, Inc. and Clear Rate Telecom LLC



All ownership is 100% unless stated otherwise

The entities/persons depicted here are only those with a 20% or greater equity or voting interest, direct or indirect in authorization holders.

Post-Transaction Corporate Structure of Clear Rate Communications, LLC and Clear Rate Telecom, LLC*



All ownership is 100% and reflects equity/voting unless stated otherwise

The entities/persons depicted here are only those with a 20% or greater equity or voting interest, direct or indirect in authorization holders.

*Reflects conversion from Michigan corporation to Delaware LLC prior to closing under the *Pro Forma* Restructuring