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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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*This Alaska Rates, Terms, and Conditions of Service issued by  
Birch Telecom of the West, LLC d/b/a Birch Communications  
replaces in its entirety  
the Rates, Terms, and Conditions of Service issued by  
Birch Telecom of the West, Inc. d/b/a Birch Communications*

**Birch Telecom of the West, LLC  
dba Birch Communications**

**Intrastate Interexchange Telecommunications Services  
Terms of Service**

This Terms of Service document contains the publicly available rates, terms, conditions and service descriptions generally applicable to Intrastate Interexchange Telecommunications Services furnished by Birch Telecom of the West, LLC d/b/a Birch Communications, herein referred to as the Company, within the State of Alaska. The Company provides Intrastate Interexchange Telecommunications Services on resale and facilities-based bases. The services listed herein may be provided by means of fiber or copper wire, or any other suitable technology or a combination thereof. This document is available at <http://www.birch.com/legal>. Questions regarding these Terms of Service may be directed to Customer Service at the telephone number listed at [www.birch.com](http://www.birch.com), or may be submitted in writing to Attention: Regulatory Manager at:

Birch Telecom of the West, LLC d/b/a Birch Communications  
2323 Grand Blvd., Suite925  
Kansas City, MO 64108  
888-275-0777

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**APPLICATION OF THESE TERMS OF SERVICE**

The service rates and regulations set forth in these Terms of Service are generally applicable to the provision of intrastate interexchange telecommunications services and non-switched local exchange telecommunications services by Birch Telecom of the West, LLC d/b/a Birch Communications (the "Company").

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Issued: May 3, 2018

Effective: June 2, 2018

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

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 1 - DEFINITIONS**

As used in these Terms of Service, the following terms shall have the following meanings unless the context otherwise requires:

Company, the – Birch Telecom of the West, LLC d/b/a Birch Communications, unless the context indicates otherwise.

Commission – Regulatory Commission of Alaska, unless the context indicates otherwise.

Customer — The person, firm, corporation or other legal entity which contracts with the Company to receive telecommunications services from the Company.

Customer Premises – One Customer Premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on the same property.

Circuit — A communications path of a specific bandwidth or transmission speed between two or more points of termination.

Facilities — All Company-owned or operated equipment and Cable Facilities used to provide telecommunications services.

Individual Case Basis — A service arrangement in which the conditions, rates, and charges are developed based on the specific circumstances of the case.

Premises — A building or structure on property not separated by a public right-of-way. The property may be divided by a private right-of-way or easement, such as a railroad right-of-way.

Personal Account Code – A numeric or alpha-numeric sequence which uniquely identifies a calling card.

Private Line Service - An unswitched full-time transmission service utilizing the Facilities to connect two or more designated locations of the same Customer or User.

Terminating Facilities — All equipment placed in a structure that converts the transmitted signal to a requested service type, connects the structure to the Company's network and provides a point of interface/connection to which the Customer can connect its equipment. This may include electronic equipment, cable, wiring, connecting panels and blocks.

User — A person, firm, or corporation designated as a user of common carrier services furnished to the Customer. A User must be specifically named in the Customer's application for services.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE**

2.1 General.

The Company shall provide intrastate interexchange telecommunications service to Customers according to the terms and conditions of these Terms of Service.

2.2 Rules and Regulations

2.2.1 Undertaking of the Company

- A. The Company undertakes to furnish telecommunications service pursuant to the terms of these Terms of Service in connection with one-way and/or two-way information transmission between points in different exchanges within the State of Alaska.
- B. The furnishing of service under these Terms of Service is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- C. 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.
- D. The Company may undertake equipment or facilities additions, removals or rearrangements; routine preventive maintenance; or other service-affecting activities that may occur in normal operation of the Company's business. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from wiring or equipment damage, notification to the Customer may not be possible.
- E. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.2 Limitations of Service

- A. Service is offered subject to the availability of the necessary facilities and equipment, necessary arrangements with other carriers and billing capabilities, and is subject to the provisions of these Terms of Service. The Company reserves the right not to provide service to or from a location where legally prohibited.
- B. The Company reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision in these Terms of Service, the rules and regulations of the Commission, or the law.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.3 Use of Service

A. Permitted Uses

Services provided under these Terms of Service may be used for any lawful purpose for which the service is technically suited.

B. Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in these Terms of Service.

C. Fixed Service Period

If Customer and the Company have agreed to a specified term of service, then following expiration of the initial term of service, or any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice.

D. Termination

Any termination shall not relieve Customer of its obligation to pay any charges incurred under these Terms of Service or in any service order prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

2.2.4 Liability

- A. The liability of the Company for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under these Terms of Service shall not exceed the amount of the credit allowance described in Section 2.2.5 herein. The extension of credit allowances as described in Section 2.2.5 shall be the sole remedy of Customer and sole liability of the Company for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under these Terms of Service. In no event will the Company be liable for any direct, indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost income or profits, even if advised of the possibility of the same.



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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.4 Liability (Cont'd.)

- B. The Company shall not be liable for any claim or loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under these Terms of Service, if caused by or resulting from: any person or entity other than the Company; any malfunction of any service or facility provided by any Person other than the Company; labor difficulties; fire, flood, earthquake, or any other act of God; explosion; war; riot or civil disturbance; any law, order, regulation, direction, action or request of any federal, state or local government or any department, agency, commission, bureau, or other instrumentality of federal, state or local government; or by any other cause beyond the Company's control.
- C. The Company shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
  - 1. Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by the Company under these Terms of Service;
  - 2. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of the Company or any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by these Terms of Service or any agreement between the Customer and the Company; or
  - 3. Any personal injury or death of any person or for any loss of or damage to Customer Premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by gross negligence of the Company.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.4 Liability (Cont'd.)

- D. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- E. THE COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THESE TERMS OF SERVICE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- F. With regard to the limitation of liability provisions contained herein, the Company may not disclaim liability for its own gross negligence or willful misconduct. In addition, the liability of the carrier does not prevent a court of competent jurisdiction from 1) determining the validity of the limitation of liability provision, or of any exculpatory clause, under applicable law; or 2) adjudicating negligence and consequential damage claims.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.5 Interruption of Service

Customer will be entitled to a credit allowance for an interruption of service which is not caused by or does not result from the negligence or act of Customer or to the failure of channels, equipment, power supplies, and/or communications systems provided by Customer or Persons other than the Company. A credit allowance is subject to the provisions of this section and the other sections of these Terms of Service, including, but not limited to, the general liability provisions set forth in Section 2.2.4 herein and the terms of Section 2.2.3 herein. Customer is obligated to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance.

2.2.6 Responsibility of the Customer

- A. All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communications systems provided by others are connected to the Company's facilities, Customer assumes additional responsibilities. Customers are responsible for:
1. Placing orders for service; paying all appropriate charges for service rendered by the Company; complying with the Company's regulations governing the service; and assuring that its users comply with regulations.
  2. Providing:
    - (a) the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
    - (b) the name(s), telephone number(s), and address(es) of the Customer contact person(s).
  3. Paying the Company for the replacement or repair of the Company's equipment when the damage results from:
    - (a) the negligence or willful act of Customer or user;
    - (b) improper use of service; or
    - (c) any use of equipment or service provided by others.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.6 Responsibility of the Customer (Cont'd.)

A. (Cont'd.)

4. A Customer who subscribes to the Company's intrastate interexchange services and resells these services to others shall be responsible for complying with all laws and regulations of the State of Alaska, which relate in any way to its provision of intrastate interexchange telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, posting of Terms of Service obligations, and payment of applicable taxes.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.6 Responsibility of the Customer (Cont'd.)

B. Credit Allowances

1. Credit for failure of service will be allowed only when failure of service is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company.
2. Credit allowances for failure of service starts when Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
3. Customer shall notify the Company of failures of service and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment, any act or omission of the Customer, or in wiring or equipment.
4. Only those portions of the service disabled will be credited. No credit allowances will be made for:
  - (a) interruptions of service resulting from the Company performing routine maintenance;
  - (b) interruptions of service for implementation of a Customer order for a change in the service;
  - (c) interruptions caused by the negligence or willful act of omission of Customer or its authorized user; or
  - (d) interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.6 Responsibility of the Customer (Cont'd.)

C. Cancellation by Customer

1. Customer may cancel service any time after meeting the minimum service period.

D. Payment and Charges for Service

1. Charges for service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis on or about the same day each month. Service continues to be provided until canceled by Customer or by the Company in accordance with provisions of these Terms of Service.
2. Payment will be due pursuant to applicable Commission rules. The Company includes its name and its toll-free telephone number on all invoices.
3. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s), e.g., collect toll free; billed to the Customer's number(s) via third-party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
4. Service may be denied pursuant to the Commission's rules regarding disconnection of service for nonpayment. Restoration of service will be subject to all applicable installation charges.
5. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.6 Responsibility of the Customer (Cont'd.)

D. Payment and Charges for Service (Cont'd.)

6. Billing information provided to each customer on a monthly basis shall include but not be limited to:
  - (a) The number of access lines for which charges are stated.
  - (b) Each applicable telephone number and/or account number.
  - (c) The beginning or ending dates of the billing period.
  - (d) The date the bill becomes delinquent if not paid on time.
  - (e) The unpaid balance (if any).
  - (f) The amount for basic service and an itemization of the amount due for toll service, if applicable, including the date and duration of each toll call.
  - (g) An itemization of the amount due for taxes, franchise fees, 911 surcharges, universal service fund charge, local number portability charge, end user common line charges, primary interexchange carrier charges and other surcharges as may be necessary and appropriate, including any of the foregoing charges passed through to the Company by Bell West Telecommunications, Inc.
  - (h) The total amount due.
  - (i) If applicable, the amount of a deposit and interest accrued on a deposit which has been credited to the charges stated.
  - (j) A telephone number where inquiries may be made.
  - (k) Optional services may be billed as a total of all optional services for which a flat monthly charge is made.
  - (l) Credit for service outages will also be reflected.
7. If notice of a dispute as to charges is not received in writing, in person or via telephone message by the Company within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated. Any disputed charges that cannot be resolved between Customer and the Company may be appealed to the Commission.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.6 Responsibility of the Customer (Cont'd.)

E. Deposits and Advance Payments

1. Advance Payments

The Company may require a Customer or applicant for service to make an advance payment (1) if the applicant is unable to establish that he had a previous account with a telephone utility for a period of at least 12 months for which all undisputed charges were satisfactorily paid, or (2) if the applicant has had no previous telephone service or has had previous telephone service of less than 12 months, the applicant's credit record will be accessed and evaluated by means of a mechanized retrieval system between the Company and nationally recognized credit bureaus. No security payment will be required of those applicants who meet the Company's criteria, as evaluated by the scoring model. The criteria used in assessing a score is as follows: collection judgments, written-off accounts, outstanding collection accounts, various degrees of delinquency history from 30-180 days and not paid in full or current at the time of scoring, bankruptcies, liens, other public records. The advance payment will not exceed an amount equal to all nonrecurring charges and two month's estimated recurring charges, as a condition of continued or new service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and two month's estimated recurring charges. The advance payment will be credited to the Customer's initial bill and, to the extent that a credit balance remains after the amount of the initial bill has been satisfied, then the credit balance will be applied to subsequent bills in the same manner until there is no balance remaining on the advance payment.

2. Deposits

The Company reserves the right to examine the credit record of all service applicants as stated above and require a security deposit, not to exceed two-twelfths of the estimated charge for the service for the ensuing twelve months; and, in the case of seasonal service, in an amount in not to exceed one-half of the estimated charge for the service for the season involved, when determined to be necessary to assure future payment. The security deposit will be computed by the Company in accordance with Commission rules and regulations.



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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.6 Responsibility of the Customer (Cont'd.)

E. Deposits and Advance Payments (Cont'd.)

2. Deposits (Cont'd.)

Cash Deposits will accrue interest at a rate that shall be equal to the current interest rate established by the Regulatory Commission of Alaska for deposits. If the deposit is refunded within 90 days of receipt of deposit, no interest payment will be paid. If the Company retains the deposit more than 90 days, payment of interest shall be made beginning with the 91<sup>st</sup> day after receipt of the deposit.

Interest on a deposit shall accrue annually, and, if requested, shall be annually credited to the customer by deducting such interest from the amount of the next bill for service following the accrual date, or paid to the customer at the time the deposit is returned or credited to the customer's account. The deposit shall cease to draw interest on the date it is returned or credited to the customer's account, or escheats to the State, with accrued interest, or after the discontinuance of service.

Annually on October 1, or the first business day immediately thereafter, the Company shall review its customers deposit accounts and shall automatically refund the deposit of any customer who has paid his bills for service for the preceding twelve consecutive bills without having had service discontinued for nonpayment of bill or had more than two occasions in which a bill was not paid when it became due, and the customer is not then delinquent in the payment of his bills.

At other times of the year, upon Customer's request, if Customer establishes credit as provided by the rules and regulations of the Commission, the deposit shall be promptly refunded along with accrued interest, or credited to future charges on subsequent bills.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.6 Responsibility of the Customer (Cont'd.)

E. Deposits and Advance Payments (Cont'd.)

2. Deposits (Cont'd.)

(a) Business Customers Requirements

If the credit of an applicant for Business Service has not been established satisfactorily to the Company, the applicant may be required to make a deposit.

(b) Existing Customers Requirements

A present customer may be required to post a new or additional deposit as a condition of continued service if undisputed charges have become delinquent in two out of the last twelve billing periods or if the customer has had service disconnected during the last twelve months, has presented a dishonored check or has had significant changes in toll or recurring charges.

(c) Amount of Deposit

The amount of the deposit shall not to exceed two-twelfths of the estimated charge for the service for the ensuing twelve months; and, in the case of seasonal service, in an amount in not to exceed one-half of the estimated charge for the service for the season involved, plus two months' toll or nonrecurring charges, determined by actual or anticipated usage.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.6 Responsibility of the Customer (Cont'd.)

E. Deposits and Advance Payments (Cont'd.)

2. Deposits (Cont'd.)

(d) Refund of Deposits

If service is not connected, or after disconnection of service, the Company shall promptly and automatically refund the customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premises to another within the service area of the Company shall not be deemed a disconnection for application of deposits, and no additional deposit may be required unless otherwise permitted.

When the customer has paid bills for 12 consecutive months without having service disconnected for nonpayment and without having more than two occasions in which a bill was delinquent, and has not presented a dishonored check, and when the customer is not delinquent in the payment of the current bills, the Company shall promptly and automatically refund the deposit plus accrued interest in the form of a credit to the customer's bill, or void the guarantee. If the customer does not meet these refund criteria, the deposit and interest may be retained.

The deposit and interest may be retained pending the resolution of a dispute with respect to charges secured by the deposit.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.6 Responsibility of the Customer (Cont'd.)

F. Returned Check Charge

The Company will bill Customer a one-time charge of \$25.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution

G. Paper Invoice Fee

All customers that do not receive E-bill (Electronic Invoicing) will receive a paper invoice charge of \$1.95 per invoice. This charge represents the costs for printing, postage, mail handling and management of paper invoices. You may avoid this charge by registering for E-bill online or by contacting customer service.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.6 Responsibility of the Customer (Cont'd.)

H. Late Payment Charge

Payment is within thirty (30) days subsequent to the invoice date printed on the bill and is considered past due after the thirty (30) day period.

The late payment charge shall be applied to the portion of the payment not received by the date due, multiplied by a factor. The late factor shall be 0.0287% of the unpaid amount per day that the amount remains unpaid. The Finance Charge shall apply to the outstanding balance of charges, as of the end of the "Due Before Date", with effect from the second month after the charges are first applied, and every month thereafter.

Collection procedures are unaffected by the application of the late payment or finance charge. The late payment charge does not apply to final amounts.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.7 Responsibility of the Company

A. Provision of Services

The Company shall use reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in these Terms of Service and applicable rules of the Commission.

B. Credit Allowance – Information Records

For listings in alphabetical telephone directories and information records, no liability shall be attached to the Company.

C. Cancellation Credit

Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30<sup>th</sup> of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

D. Disconnection of Service by the Company

The Company may discontinue service or cancel an application for service, pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:

1. Nonpayment of a bill for regulated telecommunications services within the period;
2. Failure to make a security deposit; or

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.7 Responsibility of the Company (Cont'd.)

D. Disconnection of Service by the Company (Cont'd.)

3. Violation of or noncompliance with any provision of law, or of the terms and conditions of service of the telecommunications service provider filed with and approved by the Commission; or
4. Refusal to permit the telecommunications service provider reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof; or
5. Interconnection of a device, line, or channel to telecommunications service provider facilities or equipment contrary to the telecommunications service provider's terms and conditions of service on file with and approved by the Commission; or
6. Use of telephone service in such manner as to interfere with reasonable service to other end-users; or
7. At least 24 hours preceding a discontinuance the Company shall make reasonable efforts to contact the Customer to advise it of the proposed discontinuance and what steps must be taken to avoid it.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.7 Responsibility of the Company (Cont'd.)

E. Insufficient reasons for denial or disconnection of service:

1. Nonpayment for telephone service by a previous occupant at the premises for which service is sought, or by reason of nonpayment of any amount back-billed due to misapplication of rates provided the applicant enters into a deferred payment plan. The Company shall not disconnect or suspend service without mailing or delivering a bill to the customer for the amount due.
2. Service will not be withheld from a customer whose name was fraudulently used to obtain service at another location without the end user's permission or knowledge.
3. The Company shall not deny service to a customer for nonpayment of an amount past due for more than three (3) years, unless the Company has filed and is actively pursuing a pending court action or secured a valid court judgment for nonpayment of local service charges within three years of the date when such charges are incurred.
4. Service shall not be discontinued to a current customer in good standing who accepts an additional household member owing a previous bill to the Company, unless that additional household member is listed on the lease arrangements or another utility service as a responsible party, or unless the household member shared service with the customer at a different or same location.
5. The Company shall not provide billing and collection for any provider of intrastate telecommunications services who does not have proper authority to operate in the state of Alaska.
6. Local exchange service shall not be denied or terminated for nonpayment of non-regulated services or disputed charges.



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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.8 Restoration of Service

If service is disconnected for nonpayment, the local service option of the customer's choice will be reestablished only upon receipt of payment of all charges due for the regulated past due balance owed for such local service, which includes charges for service and facilities during the period of disconnection and which may include a service restoration fee. If any other service is disconnected for nonpayment, such service will be reestablished only upon receipt of payment of all charges due, which include charges for service and facilities during the period of disconnection and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order, personal check or certified check. If payment is made by personal check, restoration will be effected upon clearance of the check. When a Customer's service has been disconnected in accordance with these Terms of Service and the service has been terminated through the completion of the Company's service order, service will be reestablished only upon a basis of an application for new service.

During the period of disconnection, Customer's telephone number will not be reassigned. Once service has been terminated, the telephone number may be reassigned to another Customer.

2.2.9 Taxes and Surcharges

- A. Customer will be billed and is responsible for payment of applicable E911, Telecommunications Relay Service (TRS), universal service fund charges, local number portability charge, end user common line charges, primary interexchange carrier charges, and all federal, state and local taxes, fees, assessments and surcharges assessed in conjunction with service used. In addition to any of the foregoing charges paid directly by the Company, the Company will also pass through to the Customer an amount equal to the government fees, taxes, and surcharges that the Company pays through BellWest Telecommunications, Inc.
- B. All taxes, surcharges and assessments (i.e., sales tax, municipal utilities tax, franchise fee, E911, TRS) will be listed as separate line items and are not included in the quoted rates.

2.2.10 Start of Billing

For billing purposes, the start of service is the day of acceptance by the Customer of the Company's service or equipment.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer provided terminal equipment or Customer provided communications systems, such as PBX, key systems or other telecommunications devices. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.2.12 Billing Disputes and Customer Complaints

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 30 days of receipt of billing for those services. The Company may be contacted at PO Box 105066, Atlanta, GA 30348-5066, Toll Free at 866-424-5100, or via Email at info@birch.com.
- B. If the Customer is unable to resolve any dispute with the Company, then the Customer has the right to refer all unresolved disputes to the Regulatory Commission of Alaska, 701 West Eighth Avenue, Suite 300, Anchorage, AK 99501, 907-276-0160, toll free at 800-390-2782 (outside Anchorage), Fax: 907-276-0160, TTY 907-276-4533 or via email to rca.mail@alaska.gov.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.13 Dispute Resolution

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

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.13 Dispute Resolution (Cont'd.)

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

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

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

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

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.2 Rules and Regulations (Cont'd.)

2.2.13 Dispute Resolution (Cont'd.)

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

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

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

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

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.3 Service Offerings

2.3.1 Toll Service

Provides facilities to complete intrastate interexchange calls between two points. Customer makes call by dialing directly. Direct Dialing includes 1 + Area Code (where necessary) + telephone number.

2.3.2 Toll Free Service

Toll Free Service provides for facilities for the Customer(s) to receive intrastate calls. The Customer will be assigned unique Toll Free number(s) that, when dialed, will be routed via the Company's network and terminate at Customer's designated local access line(s).

2.3.3 Calling Card Service

Calling Card service provides facilities to complete intrastate calls between two points when the Customer is away from his/her premises. The requesting Customer is provided with a Calling Card which includes instructions for its use.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.4 Service Rates

2.4.1 Toll Service

From Customer's Premises in Alaska to any point in Alaska:

	<u>Per</u> <u>Minute</u>	<u>Minimu</u> <u>m</u>	<u>Billing</u> <u>Increment</u>	<u>Monthly</u> <u>Rate</u>
Business (2)	\$0.09	6 seconds	6 seconds	--
Business	\$0.089	6 seconds	6 seconds	--
Residential (1)	\$0.095	1 minute	1 minute	--

2.4.2 Toll Free Service

From points in Alaska to Customer's Premises in Alaska:

	<u>Per</u> <u>Minute</u>	<u>Minimu</u> <u>m</u>	<u>Billing</u> <u>Increment</u>	<u>Monthly</u> <u>Rate</u>
Business (2)	\$0.09	6 seconds	6 seconds	\$5.00
Business	\$0.089	6 seconds	6 seconds	\$5.00
Residential (1)	\$0.08	1 minute	1 minute	\$5.00

Payphone origination charge - \$0.30 per call

(1) Available to customers subscribing to Birch residential service.

(2) This service is available only to current subscribers and will not be offered to new subscribers.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.4 Service Rates (Cont'd.)

2.4.3 Calling Card Service

From any point in Alaska to points in Alaska:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business	\$0.20	6 second	6 second
Residential (1)	\$0.20	1 minute	1 minute

Payphone origination charge - \$0.30 per call

2.4.4. Birch Business Volume Commitment Plans – Rates

The monthly volume commitment level can be met by a combination of Toll, Toll Free and Calling Card Services usage. These rates apply only to Business customers subscribing to a Birch Basic Business Line and Trunk local exchange service as defined in Birch's Alaska Terms of Service for local exchange services posted at [www.birch.com/termsofservice](http://www.birch.com/termsofservice).

1. Toll Service

<u>Total Usage – \$10.00 Volume Commitment</u> Intrastate	<u>Rate Per Minute</u> \$0.069	<u>Minimum</u> 6 seconds	<u>Billing Increment</u> 6 seconds	
<u>Total Usage – \$100.00 Volume Commitment</u> Intrastate (3)		<u>Rate Per Minute</u> \$0.059	<u>Minimum</u> 6 seconds	<u>Billing Increment</u> 6 seconds
<u>Total Usage – \$250.00 Volume Commitment</u> Intrastate (3)	<u>Rate Per Minute</u> \$0.054	<u>Minimum</u> 6 seconds	<u>Billing Increment</u> 6 seconds	
<u>Total Usage – \$500.00 Volume Commitment</u> Intrastate (3)	<u>Rate Per Minute</u> \$0.049	<u>Minimum</u> 6 seconds	<u>Billing Increment</u> 6 seconds	
<u>Total Usage – \$1000.00 Volume Commitment</u> Intrastate (3)	<u>Rate Per Minute</u> \$0.044	<u>Minimum</u> 6 seconds	<u>Billing Increment</u> 6 seconds	

- (1) Available to customers subscribing to Birch residential service.
- (2) See Section 4.4 preceding for rate per minute.
- (3) Available to existing subscribers only.



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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.4 Service Rates (Cont'd.)

2.4.4 Business Volume Commitment Plans – Rates (Cont'd.)

1. Toll Free Service

a. Rates

<u>Monthly Usage for Volume Commitment</u>	<u>Rate per minute</u>
\$10.00 Volume Commitment (1)	\$0.089
\$10.00 Volume Commitment	\$0.069
\$100.00 Volume Commitment (1)	\$0.069
\$250.00 Volume Commitment (1)	\$0.064
\$500.00 Volume Commitment (1)	\$0.059
\$1000.00 Volume Commitment (1)	\$0.054

b. Monthly Recurring Charge (1)	Per Account \$5.00
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2. Calling Card

<u>Monthly Usage for Volume Commitment</u>	<u>Rate per minute</u>
\$25.00 Volume Commitment (1)	\$0.20
\$100.00 Volume Commitment (1)	\$0.20
\$250.00 Volume Commitment (1)	\$0.20
\$500.00 Volume Commitment (1)	\$0.20
\$1000.00 Volume Commitment (1)	\$0.20

(1) Available to existing customers only.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.4 Service Rates (Cont'd.)

2.4.5 Birch Price Protection Plan

- A. Birch offers optional discounts for Customers that agree to a term commitment of 12 or 24 months. Customer is eligible for Price Protection Plan (“PPP”) term pricing only where Customer has a minimum of three Birch Basic Business Lines, as defined in Birch’s Alaska Terms of Service for local exchange service referenced below, within an account. The 24-month commitment also qualifies Customers for a Local Exchange Service discount as provided in Birch’s Alaska Terms of Service for Local Exchange Service posted at [www.birch.com/termsofservice](http://www.birch.com/termsofservice).
- B. Customers subscribing to the PPP must commit to a written term service agreement in a form designated by Birch, which shall include, without limitation, Customer’s term selection.
- C. The term will commence on the billing date for the first new line or the first billing date after Customer executes a term service agreement if the service is currently being provided to Customer.
- D. All rules, regulations, fees, charges, taxes and surcharges normally applicable to Birch Basic Business Line services shall apply. Any charges in any proposal or quotation are exclusive of taxes and surcharges. Term pricing may not be combined with any other offer.
- E. If monthly term rates as specified in this Section decrease during the term period, Customer may elect to obtain the new rates by executing a new term service agreement with the new rates, with a new term commencement date, and an agreement to the same or greater commitment term period.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.4 Service Rates (Cont'd.)

2.4.5 Birch Price Protection Plan (Cont'd.)

- F. For Customers who establish a term service agreement, monthly Birch Basic Business rates will not change as a result of a Birch-initiated increase; however, if a Local Exchange Rate Group Reclassification occurs, as set forth in this Tariff, an adjustment for the remaining term of the term service agreement will be made.
- G. If Customer disconnects Services or otherwise terminates its term service agreement prior to the end of the current term for any reason except for a failure by Birch to meet the terms of the Term Customer Service Level Objectives specified below, Customer agrees on the next monthly invoice to pay a termination charge as liquidated damages and not as a penalty, equal to the greater of:
  - 1. \$50.00 per terminated line, or
  - 2. \$10.00 per terminated line multiplied by the number of months remaining in the current term.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.4 Service Rates (Cont'd.)

2.4.5 Birch Price Protection Plan (Cont'd.)

- H. Customer may add or terminate new voice lines without termination liability, provided that Customer maintains service to its primary billed telephone number for the remainder of the term commitment and remits payment for any applicable charges, surcharges and fees.
- I. The following Service Level Objectives apply to the PPP only, and are subject to all other provisions of this Tariff, including specifically but without limitation, any and all limitations of liability. Birch will use commercially reasonable efforts to provide Services in accordance with the following Service Level Objectives:
  - a. Complete loss of Service caused solely by a Birch network problem will be remedied within 8 business hours from Customer notification to Birch Network Maintenance ("BNM").
  - b. Partial loss of Service caused solely by a Birch network problem will be remedied within 12 business hours from notification to BNM.
  - c. Noise or static caused solely by a Birch network problem will be remedied within 16 business hours from notification to BNM.
- J. As Customer's sole remedy for any failure to meet any of the above Service Level Objectives, unless such Service Level Objective is caused by an event outside the reasonable control of Birch, any event of force majeure, or any failure resulting from facilities, inside wiring or equipment of Customer or third parties, Customer may terminate its term commitment obligation without incurring termination liability. If Customer continues to use Birch service following any such notice of termination, Customer may continue to receive term pricing and pricing update notices.
- K. A Service Level Objective failure shall be deemed to commence upon the opening of a trouble ticket with BNM, as requested by Customer, and shall be deemed to terminate upon the clearing of the same trouble ticket. No failure shall be deemed to have occurred unless Customer has provided reasonable assistance in an effort to diagnose the reported problem. Reasonable assistance includes, but is not limited to, requesting the opening of a trouble ticket from BNM promptly, providing Birch access to Customer's premises, if necessary, and assisting Birch with problem identification and resolution.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.4 Service Rates (Cont'd.)

2.4.5 Birch Price Protection Plan (Cont'd.)

- L. Customer shall be responsible at all times for the proper installation, operation and maintenance of any Customer-provided equipment used in connection with the Services. In addition, Customer shall ensure that all such equipment is technically and operationally compatible with the Services and in compliance with applicable laws and regulations.
- M. If Customer relocates to another location in a Birch market where the same Services are available, Customer may transfer Services to the new location if the new Services equal or exceed the number of lines at the old location, upon payment of installation charges for the new location, if applicable; however, rates may vary by location, and Customer's rates may increase.
- N. Services are for Customer's use only and may not be resold, and the term service agreement may not be transferred or assigned, by operation of law or otherwise, without Birch's prior written approval. Any attempted assignment or transfer without Birch's prior written approval shall be void.
- O. In the event a governmental agency determines the term service agreement violates any law, rule or regulation, Birch shall have the option of terminating the term service agreement without further obligation to Customer or revising such agreement to comply with such law, rule or regulation.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.4 Service Rates (Cont'd.)

2.4.5 Birch Price Protection Plan (Cont'd.)

P. Birch Price Protection Plan Rates

a. Toll Service for calls from Customer's Premises in Alaska to any point in Alaska:

12-Month Term Commitment	Per Minute	Minimum	Billing Increment
No Volume Commitment	\$0.059	6 seconds	6 seconds
\$10.00 Volume Commitment	0.055	6 seconds	6 seconds
\$50.00 Volume Commitment	0.050	6 seconds	6 seconds
\$100.00 Volume Commitment (1)	0.049	6 seconds	6 seconds
\$100.00 Volume Commitment	0.045	6 seconds	6 seconds
\$250.00 Per Month Commitment	0.044	6 seconds	6 seconds
(1)			
\$250.00 Per Month Commitment	0.040	6 seconds	6 seconds
\$500.00 Per Month Commitment	0.035	6 seconds	6 seconds
\$1000.00 Per Month Commitment	0.039	6 seconds	6 seconds
(1)			
24-Month Term Commitment	Per Minute	Minimum	Billing Increment
No Volume Commitment	\$0.059	6 seconds	6 seconds
\$10.00 Volume Commitment	0.055	6 seconds	6 seconds
\$50.00 Volume Commitment	0.050	6 seconds	6 seconds
\$100.00 Volume Commitment (1)	0.049	6 seconds	6 seconds
\$100.00 Volume Commitment	0.045	6 seconds	6 seconds
\$250.00 Per Month Commitment	0.044	6 seconds	6 seconds
(1)			
\$250.00 Per Month Commitment	0.040	6 seconds	6 seconds
\$500.00 Per Month Commitment	0.035	6 seconds	6 seconds
\$1000.00 Per Month Commitment	0.039	6 seconds	6 seconds
(1)			

(1) Available to existing customers only.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.4 Service Rates (Cont'd.)

2.4.5 Birch Price Protection Plan (Cont'd.)

P. Birch Price Protection Plan Rates (Cont'd.)

b. Toll Free Service for calls terminating to Customer's premises in Alaska from any other point in Alaska.

1. Rates

12-Month Term Commitment	Per Minute	Minimum	Billing Increment
No Volume Commitment (2)	\$0.069	6 seconds	6 seconds
No Volume Commitment	0.059	6 seconds	6 seconds
\$10.00 Volume Commitment	0.055	6 seconds	6 seconds
\$50.00 Volume Commitment	0.050	6 seconds	6 seconds
\$100.00 Volume Commitment (2)	0.059	6 seconds	6 seconds
\$100.00 Volume Commitment	0.045	6 seconds	6 seconds
\$250 Per Month Commitment (2)	0.054	6 seconds	6 seconds
\$250 Per Month Commitment	0.045	6 seconds	6 seconds
\$500 Per Month Commitment	0.045	6 seconds	6 seconds
\$1000 Per Month Commitment (2)	0.044	6 seconds	6 seconds

24-Month Term Commitment	Per Minute	Minimum	Billing Increment
No Volume Commitment (2)	\$0.069	6 seconds	6 seconds
No Volume Commitment	0.059	6 seconds	6 seconds
\$10.00 Volume Commitment	0.055	6 seconds	6 seconds
\$50.00 Volume Commitment	0.050	6 seconds	6 seconds
\$100.00 Volume Commitment (2)	0.059	6 seconds	6 seconds
\$100.00 Volume Commitment	0.045	6 seconds	6 seconds
\$250.00 Per Month Commitment (2)	0.054	6 seconds	6 seconds
\$250.00 Per Month Commitment	0.045	6 seconds	6 seconds
\$500.00 Per Month Commitment	0.045	6 seconds	6 seconds
\$1000.00 Per Month Commitment	0.044	6 seconds	6 seconds

2. Monthly Recurring Charge Per Account  
\$5.00

(2) Available to existing customers only.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.4 Service Rates (Cont'd.)

2.4.6 Birch Business Long Distance Only (1)

This service applies to customers that do not subscribe to the Birch local exchange service.

A. Toll Service

For calls originating from Customer's premises in Alaska and terminating at any other point in Alaska:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
\$100 Per Month Commitment	\$0.069	6 seconds	6 seconds
\$500 Per Month Commitment	0.065	6 seconds	6 seconds
Monthly Recurring Charge			\$4.95 per Account
Monthly Long Distance Minimum			\$4.95 per Account

B. Toll Free Service

For calls terminating to Customer's premises in Alaska from any other point in Alaska:

1. Rates

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
\$100 Per Month Commitment	\$0.089	6 seconds	6 seconds
\$500 Per Month Commitment	0.089	6 seconds	6 seconds

2. Charges

Monthly Recurring Charge	Per Account \$5.00
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(1) Birch Long Distance Only plans are only available to current subscribers and not available for new service.



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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.5 Miscellaneous Services

2.5.1 Default Rate

Default (also known as Casual) Rate: A per-minute rate, with a three-minute minimum, is applicable to intrastate calls placed by callers who access Birch Telecom service by dialing Birch's 1010XXXX numbers or are no longer a Birch Telecom local customers but did not change their long distance carrier. This rate is applicable to residential and business lines for which Birch Telecom is not the presubscribed interexchange carrier.

This charge does not apply to any former residential or business customers who qualify for Birch Long Distance Only Plans.

Rate: \$0.35

2.5.2 Non-recurring charges

Non-recurring service charges apply to all Birch business and residential products.

Toll Service products:

Add validated account codes, per account, per request	\$10.00
Replace all/change all digit length account codes, per account	50.00

Toll Free Service products:

Add toll free number to account, per number	\$10.00
Move toll free number from one account to another, per number	5.00
Change number, restriction, terminating number, per number	5.00

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.5 Miscellaneous Services (Cont'd.)

2.5.3 International Block

International Block will allow intrastate calls to complete for any number on the North American Dialing Plan (NADP) but block any international call attempted. The NADP include all of the mainland U.S, off shore U.S, Canada, and all 809 NPA's. This feature will be provided on a demand basis and is available to business and residential customers. Business or Residential customers who request this feature, after the customer has converted their local service to Birch, will be billed the non-recurring charge. The non-recurring charge will be waived if the customer request this feature at the time of conversion

A. Rates and Charges

The following rates and charges apply in addition to the established rates and charges for the services with which this feature is associated.

	<u>Monthly Rates</u>	<u>Non recurring Charge</u>
International Block	\$0.00	\$10.00

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)**

2.5 Miscellaneous Services (Cont'd.)

2.5.4 Location-to-Location Long Distance Calling Plan

Location-to-Location Long Distance Calling Plan is an offering available to new multi-location Birch Basic Business Line or BirchLink T service Customers who sign a term agreement for no greater than five lines. The Customer subscribing to this Plan will receive a discounted dial "1" long distance rate for up to five lines at only those Customer locations in which Customer has selected the Company as its presubscribed interexchange carrier. Eligible locations under Customer's account must be within a parent/child billing relationship. The Location-to-Location rates are only applicable for calls originating from one Birch local service line at a Customer location and terminating to another Birch local service line at any other of Customer's locations under the same account. All other calls, such as Toll-Free Service calls, etc., will be charged the applicable tariffed rate associated with the Customer's separately selected long distance calling plan.

A. Toll Service

For calls originating from one local Birch service line at Customer's premises and terminating at a separate local Birch service line at any other of Customer's premises under the same Customer account:

	<u>Per Minute</u>
Rate	\$0.02
	<u>Per Line</u>
Monthly Recurring Charge	\$29.00

B. Toll-Free Service

See Customer's selected Birch Long Distance Plan.

C. Calling Card Service

See Customer's selected Birch Long Distance Plan.

2.5.5 Paper Invoice Fee

All customers that do not receive E-bill (Electronic Invoicing) will receive a paper invoice charge of \$1.95 per invoice. This charge represents the costs for printing, postage, mail handling and management of paper invoices. You may avoid this charge by registering for E-bill online or by contacting customer service.