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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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*This tariff, District of Columbia Tariff No. 2, issued by  
Birch Communications of the Northeast, LLC d/b/a Birch Communications  
replaces in its entirety  
District of Columbia Tariff No. 1 issued by  
Birch Communications of the Northeast, Inc. d/b/a Birch Communications.*

REGULATIONS AND RATES

FOR END USER

LOCAL EXCHANGE TELECOMMLINICATIONS SERVICES

WITH THE DISTRICT OF COLUMBIA

FOR

**Birch Communications of the Northeast, LLC**  
**d/b/a Birch Communications**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunication services provided by Birch Communications of the Northeast, LLC d/b/a Birch Communications ("Birch" or "Company") with principal offices located at 2323 Grand Blvd, Suite 925, Kansas City, MO 64108. This tariff applies for services furnished within the District of Columbia. This tariff is on file with the Public Service Commission of the District of Columbia, and copies may be inspected, during normal business hours, at the Company principal place of business.

Wherever in this Tariff or its headings, the term "Company" or the name Birch Communications of the Northeast, LLC, "Birch Communications" or "Birch" appears, that shall mean and shall refer to Birch Communications of the Northeast, LLC d/b/a Birch Communications.

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ISSUED: April 2, 2018

EFFECTIVE: April 3, 2018

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**CHECK SHEET**

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**EXPLANATION OF SYMBOLS**

The following symbols shall be used in this tariff for the purpose indicated below:

- (C)** To signify changed regulation.
- (D)** To signify discontinued rate or regulation.
- (I)** To signify increased rate.
- (M)** To signify a move in the location of the text.
- (N)** To signify new rate or regulation.
- (R)** To signify reduced rate.
- (S)** To signify reissued matter.
- (T)** To signify a change in text but no change in rate or regulation.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by the Birch Communications of the Northeast, LLC d/b/a Birch Communications, hereinafter referred to as the Company, to Customers within the District of Columbia. The services of the Company are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

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

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**TARIFF FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1,r.
  - 2.1.1.4.
  - 2.r.r.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 (x). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 1 – DEFINITIONS**

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

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

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

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

**Commission** - Public Service Commission of the District of Columbia.

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

**Company** Birch Communications of the Northeast, LLC d/b/a Birch Communications, the issuer of this tariff.

**Customer** - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

**Customer Premises** - A location designated by the Customer for the purposes of connecting to the Company's services.

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



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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 1 – DEFINITIONS (CONT'D.)**

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

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

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

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

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

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

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 1 – DEFINITIONS (CONT’D.)**

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

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

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

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

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

**MOU** - Minutes of Use.

**NECA** - National Exchange Carriers Association.

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

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 1 – DEFINITIONS (CONT'D.)**

**Point of Presence (“POP”)** - Point of presence

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

**Preferred Customer Discount** - A discount added to the monthly invoice and deducted from the rack rate for grandfathered products and term contract discounts.

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

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

**Service Commencement Date** - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

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

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

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

**Shared Outbound Calls** - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company outbound service such that "1 + 10-digit number" calls are automatically routed to the Company or an IXC network. Calls to stations within the Customer's LATA may be placed by dialing "1 0XXX" or "1 0 1 XXXX" with 1 + 1 0-digit number. "

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 1 – DEFINITIONS (CONT’D.)**

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

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

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

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

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

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

**Birch** - Birch Communications of the Northeast, LLC d/b/a Birch Communications, issuer of this tariff.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

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

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.

**2.1.2 Shortage of Equipment of Facilities**

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.1.3 Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by the nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

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

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.1.4 Limitations on Liability**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.10.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.70, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to the amount of the amount erroneously billed.



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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

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

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

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

D. (Cont'd.)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event Company liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof not due to negligence;
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 actor omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities;
9. Any non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron (s) of the Customer relating to the use of Company services or facilities.

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

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

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

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

I. With respect to Emergency Number 911 Service:

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by another 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, commissions, interruptions, delays, efforts or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, locale or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Customer, its users, agencies or municipalities, or the employees or agents of any one of them

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

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

I. With respect to Emergency Number 911 Service (Cont'd.)

3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

**2.1.5 Notification of Service-Affecting Activities**

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.1.6 Provision of Equipment and Facilities**

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

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

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

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

**2.1.7 Non-Routine Installation**

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.1.8 Construction Charges and Other Special Charges**

A. Service Entrance Facilities

1. Extensions to Serve New Customers

a. Descriptions / Regulations

- (i.) Applicant, as used herein, means the subdivider, developer, builder or owner applying for the construction of a telephone distribution system to serve one or more new Customers.
- (ii.) Extension means the construction or installation of plant and/or facilities by the Company to provide service from existing plant and/or facilities to one or more new Customers, and also means the plant and/or facilities themselves. This term includes all plant and/or facilities for transmission and/or distribution, whether located on a public street or right of way, or on private property, including the wire, cable, pipe, conduit or other means of conveying a service from existing plant and I or facilities to each unit or structure to be served. The extension ends at the point where the service connects to the RDP.
- (iii.) The Company is not required to construct, own, operate or maintain an extension on any property unless the Company is legally authorized to do so, for example through an easement or right-of-way. The applicant shall ensure that the Company is provided with such legal authority, at no cost to the Company and with no requirement for condemnation of the property.



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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.1.8 Construction Charges and Other Special Charges (Cont'd.)**

A. Service Entrance Facilities (Cont'd.)

1. Extensions to Serve New Customers (Cont'd.)

a. Descriptions / Regulations (Cont'd.)

- (iv.) In construction and operating an extension, the Company shall use equipment and practices that meet all applicable requirements which are consistent with industry best practices and standards and the Company's minimum system design standards, unless requested otherwise by the applicant.
- (v.) Connections from the existing telephone distribution system to the underground system installed within the applicant's subdivision are made by an extension of existing facilities in the normal method of construction along the established route which will serve the subdivision. Where the electric utility involved provides such an extension by means of overhead facilities, the Company's facilities may also be provided by means of overhead construction.
- (vi.) The Company, Customers, applicants, developers, builders, municipal bodies and other persons shall cooperate fully in order to facilitate construction of an extension at the lowest reasonable cost consistent with system reliability and safety. This includes sharing trenches where practicable, and coordinating scheduling and other aspects of construction to minimize delays and to avoid difficult conditions such as frozen or unstable soils.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.1.8 Construction Charges and Other Special Charges (Cont'd.)**

A. Service Entrance Facilities (Cont'd.)

1. Extensions to Serve New Customers (Cont'd.)

a. Descriptions / Regulations (Cont'd.)

- (vii.) If an applicant requests an extension that will serve both a designated growth area and an area not designated for growth, the Company will pay for, or financially contribute to, the portion of the extension that is necessary to serve a designated growth area, except as provided for herein. The Company will not pay for or contribute financially to the portion of the extension that will serve an area not designated for growth.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.1.8 Construction Charges and Other Special Charges (Cont'd.)**

A. Service Entrance Facilities (Cont'd.)

1. Extensions to Serve New Customers (Cont'd.)

a. Descriptions / Regulations (Cont'd.)

(ix) The applicant shall furnish the items listed below without charge and in sufficient time in the judgment of the Company for it to meet service requirements:

- Rights-of-way and easements suitable to and without cost to or condemnation by the Company;
- The preliminary or tentative subdivision map which has been submitted to and approved by the appropriate authorities, showing the full layout of the subdivision to be developed in order to facilitate planning for the cables;
- The final subdivision map of the section of the subdivision which has received final approval of the appropriate authorities and which the applicant proposes to develop in the immediate future. The map shall be furnished in both paper and electronic (CADD) format;
- A written estimate of the date on which telephone service will initially be required and the time schedule for full development of the Section; and

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.1.8 Construction Charges and Other Special Charges (Cont'd.)**

A. Service Entrance Facilities (Cont'd.)

1. Extensions to Serve New Customers (Cont'd.)

a. Descriptions / Regulations (Cont'd.)

(ix.) (Cont'd.)

- Documentation, which includes detailed plans of the development to enable the Company to determine if the development is in an area designated for growth.

- (x) An extension to non-residential development shall be made underground if the development does not have service and the extension is located in an area where local government or the Company requires the extension to be underground. It is the property owners' responsibility to provide a suitable path or two (2) four-inch conduits and associated structures in accordance with the Company's layout design and specifications from the public road into the building(s). The applicant or the Company may request a special exemption from the Commission if this requirement will result in a hardship, inequity, or will be discriminatory to other affected parties.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.1.8 Construction Charges and Other Special Charges (Cont'd.)**

A. Service Entrance Facilities (Cont'd.)

1. Extensions to Serve New Customers (Cont'd.)

a. Descriptions / Regulations (Cont'd.)

- (xi.) An extension serving a residential development of three or more units shall be underground if the development does not have service and the extension will be placed along streets that are not already served by overhead facilities. It is the property owners' responsibility to provide a suitable path or two (2) four-inch conduits and associated structures in accordance with the Company's layout design and specifications from the public road into the building(s). The applicant or the Company may request a special exemption from the Commission if this requirement will result in a hardship, inequity, or will be discriminatory to other affected parties.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.1.8 Construction Charges and Other Special Charges (Cont'd.)**

A. Service Entrance Facilities (Cont'd.)

1. Extensions to Serve New Customers (Cont'd.)

a. Descriptions / Regulations (Cont'd.)

(xii) The Company will start construction only after all of the following conditions have been executed and met:

- Advanced construction payment and assigned contract of work;
- The rights-of-way or easements specified preceding are cleared of trees, tree stumps and other obstruction above or below grade at no charge to the Company to a width sufficient in its judgment to permit the use of machinery and equipment, and graded to within six inches of final grade by the applicant. Such clearance and grading must be maintained by the applicant during construction by the Company, and.
- in a buried environment, furnish a trench meeting tire standards and requirements of the Company. Should the applicant want to perform this work prior to the Company's scheduled construction start date, it must (i) obtain approval from the Company, and (ii) provide two (2) four-inch conduits and associated structures in accordance with the Company's layout design and specifications for the Company's use. The Applicant will maintain the trench until all utilities have been installed, after which time the applicant is required to backfill the trench.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.1.8 Construction Charges and Other Special Charges (Cont'd.)**

A. Service Entrance Facilities (Cont'd.)

1. Extensions to Serve New Customers (Cont'd.)

a. Descriptions / Regulations (Cont'd.)

(xiii.) Where practicable, as determined by the Company and the electric utility involved, electric and telephone facilities may be placed in the same trench. Where joint use of a trench is practical, the Company will not commence work on an underground system unless and until the applicant has satisfied all conditions precedent to the obligation of the electric utility as well as the Company to commence work on their respective underground systems.

(xiv.) The charges specified in 2 following are based on the premise that each applicant shall agree to cooperate with the Company in an effort to keep the cost of construction and installation of the underground telephone communication system as low as possible. This includes the scheduling of construction to preclude the necessity for trenching in frozen soils, or in land fill operations before soils have become stabilized.

Should unusual circumstances arise which would unreasonably delay underground device service, temporary wires maybe installed in whatever manner is most practical under the circumstances, provided, however, that such temporary wires shall be replaced as soon as practicable with a permanent underground service.

Upon approval by the Commission, excess costs, if any, due to temporary installations will be charged to the applicant.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.1.8 Construction Charges and Other Special Charges (Cont'd.)**

A. Service Entrance Facilities (Cont'd.)

2. Charge Treatment

a. Schedule of Changes

- (i) The costs of an extension are the actual costs incurred to construct and install the extension, including materials and labor employed in the design, purchase, constructions, and / or installation of the extension, including overhead directly attributable to the work, as well as overrides or loading factors such as those for back-up personnel for mapping, records, clerical, supervision or general office functions.
- (ii.) The estimated cost of each extension is prepared in the Contract of Work and determined on an individual case basis using the most recent costs. Where pavement cutting and restoration, rock removal, blasting, difficult digging conditions or special back fill is required, charges based on the costs involved may apply.
- (iii.) The charges herein are in addition to the charges show elsewhere in this Tariff for the furnishing of the Company's services.



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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.1.8 Construction Charges and Other Special Charges (Cont'd.)**

A. Service Entrance Facilities (Cont'd.)

2. Charge Treatment

b. Advance Construction Payments

An applicant will be required to pay deposits contained in the Contract of Work in the form of advance construction payments based on estimated costs. Such deposits will be held without payment of interest. In addition, in all cases, the applicant will be responsible for actual costs in excess of the advance construction payments. In the event that actual costs are less than any advance construction payments, the difference will be refunded to the applicant upon completion of the extension.

Where an applicant plans construction of a development in phases, the applicant shall indicate which phases are to be treated as separate development for the purposes of determining the amount of deposit and calculating any applicable refund formula. The deposit required for each phase of the extension shall be the cost of the extension required to serve that phase of the development.

There are two types of advance construction payments that may be required of an applicant:

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.1.8 Construction Charges and Other Special Charges (Cont'd.)**

A. Service Entrance Facilities (Cont'd.)

2. Charge Treatment (Cont'd.)

b. Advance Construction Payments (Cont'd.)

- (i) Type 1 Deposits - are for extensions in areas designated for growth, or has been determined to be exempt and eligible for the same treatment as areas designed for growth. Type 1 Deposits may be required by the Company and are subject to a 10-year refund formula. Any portion of a Type 1 Deposit remaining unrefunded 10 years from the date the Company is first ready to render service from the extension involved will be retained by the Company. In no event shall the Company refund more than the total T5,pe 1 Deposit amount to the applicant. The following portions of Type 1 Deposits are not refundable:

- For any extension, the cost of extra service or of extra work required to provide standard service. If an applicant requests service that costs more than that which is standard, or if an extension presents an unusual situation in which providing standard service is substantially more expensive than usual, the Company may charge the applicant or the Customer the extra expense.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.1.8 Construction Charges and Other Special Charges (Cont'd.)**

A. Service Entrance Facilities (Cont'd.)

2. Charge Treatment

b. Advance Construction Payments (Cont'd.)

(i.) Type 1 Deposits (Cont'd.)

- For any extension, the cost of the portion of the extension from the boundary of the property on which the new Customers to be served are located (that is from the subdivision gate, or for an individual lot, from the curb of the lot) to the point where the service connects to the building.
- For an underground extension, the additional cost for underground service over and above the amount it would cost to serve those Customers' overhead.

(ii.) Type 2 Deposits - are for extensions in areas not designated for growth. Type2 Deposits are required from the applicant for the estimated cost and no portion of the deposit is subject to a refund; provided, however, in the event that the actual costs are less than any advance construction payments, the difference will be refunded to the applicant upon completion of the extension as set herein.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.1.9 Ownership of Facilities**

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

**2.2 Prohibited Uses**

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

**2.3 Obligations of the Customer**

**2.3.1 General**

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

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.3.1 General (Cont'd.)**

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.3.2 Liability of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of Company negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of Company services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this 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.



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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

**2.4 Customer Equipment and Channels**

**2.4.1 General**

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

**2.4.2 Station Equipment**

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.4.3 Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff maybe connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 41, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an is "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1 992 edition).

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.4.4 Inspections**

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

**2.5 Payment Arrangements**

**2.5.1 Payment for Service**

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

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

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

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

**2.5.2 Billing and Collection of Charges**

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

- A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date or fifteen (15) days after the postmark date, whichever is later, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date or fifteen (15) days after the postmark date, whichever is later. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

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

- C.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** The Company may apply a late payment charge to Customers receiving basic or packaged business services if any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the "Due Before Date" in funds which are not immediately available upon presentment. 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 1.5% per month. A Finance Charge of 15% shall apply to the outstanding balance of charges, as at the end of the "Due Before Date", with effect from the second month after the charges are first applied, and every month thereafter.
- F.** Collection procedures are unaffected by the application of the late payment or finance charge. The late payment charge does not apply to final amounts. The Customer will be assessed a charge of twenty-five (\$25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G.** If service is disconnected by the Company in accordance with Section 2.9 following and later restored, restoration of service will be subject to all applicable installation charges.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.5.3 Disputed Bills**

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 180 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may refer the dispute to the Commission for resolution.
- 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.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.5.4 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 the non-recurring charge(s) and one month's charges for the service or facility.

**2.5.5 Deposits**

- A. Applicants for service or existing Customers may be required to provide the Company a security deposit in an amount not to exceed two months estimated billings plus any applicable Non-Recurring Charges. Any request for deposit will be in compliance with the Commission's Rules. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- B. When a service or facility is discontinued, the amount of a deposit, if any, applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at the Customer's option, return the deposit or credit it to the Customer account.
- C. Deposits held will accrue interest. The interest rate for Customer deposits is reviewed annually by the Commission. Simple interest at a rate equal to the average yields on new 6 month treasury bills for the 12 month period ending each September 30 shall be paid by the Company on all deposits held by it. The rate shall become effective on January 1 of the following year. The Commission shall perform the annual calculation to determine the applicable interest rate and shall notify the affected public utilities of the rate.
- D. Deposits will be refunded within thirty (30) days after disconnection of service. Deposits will be refunded after twelve (12) months of service unless the Company has issued two or more terminating notices during the twelve (12) month period or the Customer has not signed a Service Agreement and operates on a month-to-month basis.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

**2.6 Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

**2.7 Cancellation of Application for Service**

- 2.7.1** Applications for service cannot be canceled without Company agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.2** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- 2.7.3** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.7.4** The special charges described in 2.7.1 through 2.7.3 will be calculated and applied on a case-by case basis.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

**2.8 Changes in Service Requested**

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

**2.9 Discontinuance of Service**

**2.9.1** The Company shall, upon reasonable notice, when it can be reasonably given, have the right to suspend or curtail or discontinue service for the following reasons:

- A. The Company may discontinue service for nonpayment of bills provided it gives the Customer at least ten (10) days written notice of its intention to discontinue. The notice of discontinuance shall not be served until the expiration of the fifteen (15) day payment period. A new notice shall be served by the Company each time it intends to discontinue service for nonpayment of a bill except that no additional notice shall be required when, in response to a notice of discontinuance, payment by check is subsequently dishonored. However, in the case of fraud, illegal use, or when it is clearly indicated that the Customer is preparing to leave, immediate payment of accounts may be required.
- B. For the purpose of making permanent or temporary repairs, changes or improvements in any part of its system;
- C. For compliance in good faith with any governmental order or directive notwithstanding such order or directive subsequently may be held to be invalid.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.9.1 (Cont'd.)**

- D. Nonpayment of a valid bill due for service furnished at a present or previous location. The Customer of record whose name appears on the bill shall be held responsible for Company service rendered. However, nonpayment for business service shall not be a reason for discontinuance of residential service, and service shall not be discontinued for nonpayment of repair charges, merchandise charges, installation of conservation measures and other non-tariff contracted service charges between the Customer and the Company, nor shall notice threatening such disconnection be given.
- E. Tampering with any facility of the Company.
- F. Fraudulent representation in relation to the use of service.
- G. Customer moving from the premises, unless the Customer requests that service be continued.
- H. Providing a utility's service to others without approval of the utility.
- I. Failure to make or increase an advance payment or deposit as provided in this tariff or in accordance with Commission rules and regulations.
- J. Refusal to contract for service where such contract is required.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.9.1 (Cont'd.)**

- K. Connecting and operating in such manner as to produce disturbing effects on the service of the utility or other Customers.
- L. Failure of the Customer to comply with any reasonable standard terms and conditions contained in the Company tariff.
- M. Where the condition of the Customer's installation presents a hazard to life or property.
- N. Failure of the Customer to repair any faulty facility of the Customer.
- O. For refusal of reasonable access to the Customer's premises for necessary purposes in connection with rendering of service, including the maintenance or removal of Company property.
- P. A public utility may terminate service for a violation of the terms of its approved tariffs on file with the Commission upon giving the Customer at least three (3) days notice of such termination unless otherwise provided for by rules, regulations or orders of the Commission, except that in those situations where a hazardous condition prevails the utility may terminate service without notice.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.9.2 Residential Exemption**

- A. The Company shall not discontinue residential service except between the hours of 8:00 a.m. and 4:00 p.m. Monday through Thursday, unless there is a safety related emergency. There shall be no involuntary termination of service on Fridays, Saturdays, Sundays or on the day before a holiday or on a holiday absent such emergency. No service shall be discontinued unless the Customer arrearage is more than \$50.00 or the account is more than 3 months in arrears.
- B. Service shall not be terminated for nonpayment of bills rendered unless the Company has confirmed that appropriate payment has not been received through the end of the notice period; that payment has not been posted to the Customer account at the opening of business on the day on which termination may occur.
- C. If a residential Customer offers payment of the full amount or a reasonable portion of the amount due at the time of termination, a Company representative will accept payment without discontinuance of service and provide the customer with a receipt.
- D. The Company shall not discontinue service because of nonpayment of bills in cases where a charge is in dispute, provided the undisputed charges are paid and a request is made to the Commission for an investigation of the disputed charge. In such cases the Company shall notify the Customer that unless steps are taken to invoke formal or informal Commission action within 5 days, service will be discontinued for nonpayment. Once a formal or informal dispute is before the Commission, all collection activity on the charge in dispute shall cease. When the Commission has determined that a formal or informal dispute has been resolved, the Company will provide at least 7 days written notice before service may be discontinued.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.9.2 Residential Exemption (Cont'd.)**

- E. Discontinuance of residential service for nonpayment is prohibited if a medical emergency exists within the premises that would be aggravated by a discontinuance of service and the Customer gives reasonable proof of inability to pay. Discontinuance will not occur for a period of up to 2 months when a Customer submits a physician statement, in writing, to the Company as to the existence of the emergency, its nature and probably duration, and that termination of service will aggravate the medical emergency. Re-certification by the physician as to a continuance of the medical emergency shall be submitted to the Company after 30 days. However, at the end of such period of emergency, the Customer shall still remain liable for payment of services rendered. During the period of medical emergency the Customer shall pay telephone tolls that are in excess of the average bills of the six months preceding the first 30 day period.
  
- F. The Company will make good fair efforts to determine which of its residential Customers are over 65 years of age, and shall make good faith efforts to notify such Customers of discontinuance of service by telephone in addition to notice by regular mail.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

**2.10 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in Section 2.10.1 below for the part of the service that the interruption affects.

**2.10.1 General**

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



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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.10.2 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. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.70.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for routine maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.10.3 Use of Another Means of Communications**

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

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

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

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

D. Interruptions of 24 Hours or Less

| <u>Length of Interruption</u>              | <u>Amount of Service To Be Credited</u> |
|--|---|
| Less than 30 minutes                       | None                                    |
| 30 minutes up to but not including 3 hours | 1/10 Day                                |
| 3 hours up to but not including 6 hours    | 1/5 Day                                 |
| 6 hours up to but not including 9 hours    | 2/5 Day                                 |
| 9 hours up to but not including 12 hours   | 3/5 Day                                 |
| 12 hours up to but not including 15 hours  | 4/5 Day                                 |
| 15 hours up to but not including 24 hours  | One Day                                 |

E. Interruptions Over 24 Hours and Less than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3 - hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

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

**2.10.5 Cancellation For Service Interruption**

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

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

**2.11.1 Joint Use Arrangements**

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

**2.12 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.10 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.5.2.

**2.12.1 Termination Liability**

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

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

**2.13 Transfers and Assignments**

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

- 2.13.1** to any subsidiary, parent company or affiliate of the Company; or
- 2.13.2** pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.13.3** pursuant to any financing, merger or reorganization of the Company.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

**2.14 Customer Liability for Unauthorized Use of the Network**

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

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

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

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

**2.14 Customer Liability for Unauthorized Use of the Network (Cont'd.)**

**2.14.1 Customer Liability for Fraud and Unauthorized Use of the Network (Cont'd.)**

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

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



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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

**2.15 Notices and Communications**

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

**2.16 Taxes, Fees and Surcharges**

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 Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

**2.17 Miscellaneous Provisions**

**2.17.1 Telephone Number Changes**

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

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

**2.17.2 Maintenance and Operations Records**

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

**2.18 Dispute Resolution**

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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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 2 – REGULATIONS (CONT'D.)**

**2.18 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 as described in Section 2.5.2.

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 3 - SERVICE AREAS**

**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of currently served by the following Incumbent LEC: facilities and equipment, in areas

- 1) Verizon Washington DC Inc.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES**

**4.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

Primary Line Connection Charge: Applies to requests for initial connection or establishment of telephone service with the Company.

Secondary Line Connection Charge: Applies to installation of a second or additional access line.

Service Order Charge: Applies to connection of new lines and to services orders associated with Customer requests for changes in service, moves, and the addition of services, including the additional of calling features.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

**4.1 Service Order and Change Charges, Cont'd.**

**4.1.2 Rates**

| <b>Charge</b>                         | <b>Price</b>                 |
|---------------------------------------|------------------------------|
| Feature Add or Change                 | \$10.00 per Order            |
| Basic Service Charge                  | \$10.00 per Order            |
| Establishing or Re-arranging Hunting  | \$10.00 per Order            |
| Directory Listing Change              | \$10.00 per Order            |
| Invoice Change                        | \$25.00 per Order            |
| Transfer of Service                   | \$25.00 per Order            |
| Telephone Number Change               | \$25.00 per Order            |
| Line Signaling Change                 | \$25.00 per Order            |
| Vanity Number Search                  | \$25.00 per Order            |
| Establishing Dual Service             | \$25.00 per Order            |
| Expedite Service Charge (LWC/UNE)     | \$50.00 per Order            |
| Expedite Service Charge (Facilities)  | \$200.00 per Day per Line    |
| Expedite Service Charge (T1 Circuits) | \$595.00 per Day per Circuit |

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

**4.2 Premises Visit Charge**

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

Duration of time, per technician

|  | Residential | Business |
|--|-------------|----------|
| Premise Work Charge (no trouble found)               | \$139.00    | \$139.00 |
| Initial Hour (time & materials)                      | \$165.00    | \$165.00 |
| After Hours (time and materials)(1)                  | \$139.00    | \$139.00 |
| Trouble Determination (per request)                  | \$110.00    | \$110.00 |
| Each Additional 15 minute increment                  | \$ 30.0     | \$30.00  |
| Initial Jack & Wiring (existing customer)            | \$ 80.00    | \$ 80.00 |
| Each Additional Jack & Wiring<br>(existing customer) | \$ 65.00    | \$65.00  |

**4.3 Restoral Charge**

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

|                         | <b>Business</b> | <b>Residential</b> |
|-------------------------|-----------------|--------------------|
| Per occasion, per line: | \$36.75         | \$35.88            |



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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

**4.4 Public Telephone Surcharge**

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

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

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

Rate Per Call:                      \$0.55

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 5 - LOCAL EXCHANGE SERVICE**

**5.1 General**

Local exchange service is offered to business and residential Customers on a presubscription basis from equal access originating end offices only. Service is provided on a term basis only. Unless other 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.

**5.1.1 Application of Business and Residential Rates**

- A. The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.
- B. Business rates apply at the following locations, among others:
  - 1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
  - 2. In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
  - 3. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
  - 4. In any residence location where there is substantial business use of the service and the Customer has no service at business rates.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

**5.1 General (Cont'd.)**

**5.1.1 Application of Business and Residential Rates (Cont'd.)**

C. Residence rates apply at the following locations, among others:

1. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions where the use of the service is confined to the domestic use of the Customer and listings of a business nature are not furnished.
2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has service charged for at business rates another location.

**5.2 Charges Based on Duration of Use**

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:

**5.2.1** 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.

**5.2.2** 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.

**5.2.3** Timing terminates on all calls when the calling party hangs up or the Company network receives an off-hook signal from the terminating carrier.

**5.2.4** 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.

**5.2.5** All times refer to local time.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

**5.3 Basic Local Exchange Service**

**5.3.1 General**

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:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company Local Calling Services and other Services as set forth in this tariff;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) to Company operators and business office for service related assistance;
- 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);
- f) access relay services for the hearing and/or speech impaired.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

**5.3 Basic Local Exchange Service (Cont'd.)**

**5.3.1 General (Cont'd.)**

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's 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 Services 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 tariffed use offering selected by the Customer.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

**5.3 Basic Local Exchange Service (Cont'd.)**

**5.3.2 Flat Rate Local Exchange Service**

Flat Rate Local Exchange Service provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Flat Rate Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Flat Rate Local Exchange Service are billed monthly in advance. Nonrecurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Flat Rate Local Exchange Service includes unlimited local exchange calling per month. All service is available on a term commitment basis only.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

**5.4 Direct Inward Dial (DID) Service**

**5.4.1. General**

- A. DID Service provides a Customer with a voice grade telephonic communications trunk channel to receive incoming voice or data calls to local telephone numbers assigned to the Customer. DID Service does not provide a line-side connection. DID Service transmits the dialed digits for all incoming calls, allowing the Customer's incoming calls to be routed as required by the Customer to the Customer's designated equipment.
- B. DID Service may be provided in conjunction with non-regulated services offered by the Company pursuant to contract. To the extent that contractual rates for DID Service differ from those set forth in Section 5.4.3 below, they will be subject to the terms of the Individual Case Basis arrangements set forth in Section 7.1 of this tariff.

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

**5.4 Direct Inward Dial (DID) Service (Cont'd.)**

**5.4.2 Service Eligibility, Restrictions and Limitations**

- A. The Customer must subscribe to a minimum of 20,000 DID numbers in each state in which it requests DID Service.
- B. Connectivity to E91 1, operator services and directory assistance is not supported by DID Service.
- C. The Company reserves the right to provision DID service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.
- D. The Company, at its sole discretion, reserves the right to limit the quantity of DID number blocks a Customer may obtain. Requests for 30 or more DID number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.
- E. The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

**5.4 Direct Inward Dial (DID) Service (Cont'd.)**

**5.4.2 Service Eligibility, Restrictions and Limitations (Cont'd.)**

F The Customer shall not route or transmit traffic originated through toll free (8XX) dialing, or traffic typically subject to reverse billing treatment by any means, including but not limited to mapping to any Carrier Identification Codes (CIC), mapping to or in conjunction with any Birch DID numbers that utilize the Birch network, or use any other routing method that may cause the originating telephone company to bill Birch for the origination of such traffic, without first obtaining explicit written permission from an officer of Birch. A Customer transmitting or routing such prohibited traffic shall be subject to immediate discontinuance of its service or service arrangements without advance notice, and the Customer shall be liable for any charges billed to Birch due to such transmission or routing. In the event that Customer sends calls to Birch that are not approved for termination, then Customer shall pay Birch an additional \$.04 per minute for all of its toll free (8Xn or reverse billing originated traffic.

**5.4.3 Rates and Charges**

Rates for DID are based on individual contracts.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

**5.5 Direct Inward Dial/Direct Outward Dial (DID/DOD) Service**

**5.5.1 General**

- A. DID/DOD Service combines DID Service as described in Section 5.4 with Direct Outward Dial (DOD) service. DOD service is not provided independently of DID service. DID/DOD Service provides a Customer with a voice grade telephonic communications trunk channel to place and receive voice or data calls. DID/DOD Service does not provide a line-side connection. It transmits the dialed digits for incoming or outgoing calls, allowing the Customer's calls to be routed as required by the Customer to the Customer's designated equipment. Where available from the Company, long distance services can be provided in conjunction with DID/DOD Service or Customers may choose to route traffic to other carriers for long distance termination.
- B. Connectivity to E911, operator services and directory assistance is supported by DID/DOD Service.
- C. DID/DOD Service maybe provided in conjunction with non-regulated services offered by the Company pursuant to contract. To the extent that contractual rates for DID/DOD Service differ from those set forth in Section 5.5.3 below, they will be subject to the terms of the Individual Case Basis arrangements set forth in Section 7.1 of this tariff.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

**5.5 Direct Inward Dial/Direct Outward Dial (DID/DOD) Service (Cont'd.)**

**5.5.2 Service Eligibility, Restrictions and Limitations**

- A. The Customer must subscribe to a minimum of 20,000 DID/DOD numbers in each state in which it requests DID/DOD Service.
- B. The Company reserves the right to provision DID/DOD service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.
- C. The Company, at its sole discretion, reserves the right to limit the quantity of DID/DOD number blocks a Customer may obtain. Requests for 30 or more DID/DOD number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID/DOD stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID/DOD numbers.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

**5.5 Direct Inward Dial/Direct Outward Dial (DID/DOD) Service (Cont'd.)**

**5.5.2 Service Eligibility, Restrictions and Limitations (Cont'd.)**

- D. The Customer has no property right to the telephone number or any other call number destination associated with service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.
  
- E. The Customer shall not route or transmit traffic originated through toll free (BXX) dialing, or traffic typically subject to reverse billing treatment by any means, including but not limited to mapping to any Carrier Identification Codes (CIC), mapping to or in conjunction with any Birch DID numbers that utilize the Birch network, or use any other routing method that may cause the originating telephone company to bill Birch for the origination of such traffic, without first obtaining explicit written permission from an officer of Birch. A Customer transmitting or routing such prohibited traffic shall be subject to immediate discontinuance of its service or service arrangements without advance notice, and the Customer shall be liable for any charges billed to Birch due to such transmission or routing. In the event that Customer sends calls to Birch that are not approved for termination, then Customer shall pay Birch an additional \$.04 per minute for all of its toll free (8XX) or reverse billing originated traffic.

**5.5.3 Rates and Charges**

Rates are available by individual contract.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

**5.6 BirchNet Products**

**5.6.1 BirchNet Basic Line**

Basic Line is equipped with:

Unlimited Local, Intra-LATA Long Distance  
Caller ID - Name and Number  
Call Waiting  
Hunting

Toll Free service is available with this product See "To11 Free Service" in a later section for rates BirchNet Basic Line is available to business and residential customers.

All customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate. If more features are chosen with the BirchNet Basic Line bundle, standard rates will apply.

The availability of certain features depends on feature availability. Some features are only available to residential customers. Some features are only available to business customers. Additional calling features may be added to the Basic Line.

Outbound Long Distance is rated at \$.049/min, where available.

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

Product may not be available in all CLLIs.

An additional charge will apply when adding Birch Unified Messaging or Voicemail to the line. There is a maximum of 3 extensions per box.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

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

**5.6.2 BirchNet Essentials**

BirchNet Essentials is equipped with:

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

Toll Free service is available with this product See "Toll Free Service" in a later section for rates BirchNet Essentials is available to business and residential customers.

All customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees are calculated using the following formula: \$ 100 x x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate.

The availability of certain features depends on feature availability. Some features are only available to residential customers. Some features are only available to business customers.

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

BirchNet Essentials will only be available to Birch Local Service Customer locations in which the customer subscribes to no greater than 10 lines for domestic local toll and interLATA toll outbound calls from the business location. Customers are required to convert all of their off-net business lines, (restrictions listed below), per location, to BirchNet Essentials in order to qualify for this service. Multi-location customers may choose the service per location. Birch may cancel this service if all lines at location do not have this product.

An additional discounted charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Essentials. There is a maximum of 3 extensions per voicemail box.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

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

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

200 Minute Long Distance Calling Block for BirchNet Essentials <sup>(1)</sup>:

| <u>Block of Time per Month <sup>(1)</sup></u>                             | <u>Overage Usage Rate per Minute</u> |
|---|--------------------------------------|
| 200 Minutes of Inter-LATA<br>Domestic Long Distance<br>Additional Minutes | Included in bundle<br>\$.049         |

BirchNet Essentials Inclusive Feature List <sup>(2)</sup>:

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

<sup>(1)</sup> Long distance Block of Time allotment applies to all domestic 1+ direct dialed minutes of use. Free long distance is only applicable to standard outbound domestic long distance only, originating from Birch customer to the 48 contiguous US States, and does not apply to calls to HI, AK, or US territories (Puerto Rico, Guam, USVL No. Marianas). Standard rates will apply for any overage beyond any inclusive block of minutes, and all calls made to AK, HI, and U.S. territories (Puerto Rico, Guam, USVI, and No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, To11 Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

<sup>(2)</sup>The availability of certain features depends on feature availability. Some features are only available to business customers.

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

**5.6 BirchNet Products**

**5.6.3 BirchNet Value Line**

BirchNet Value Line is equipped with a Basic Line.

Outbound Long Distance is rated at \$.06/min, where available.

Toll Free service is available with this product See "Toll Free Service" in a later section for rates BirchNet Basic Line is available to business and residential customers.

All customers will be required to sign a 1, 2, 24 or 36 month term agreement. Early Termination Fees are calculated using the following formula: \$ 1 00 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

If features are needed with the BirchNet Value Line, standard rates located in section 3 below will apply. The availability of certain features depends on feature availability. Some features are only available to residential customers. Some features are only available to business customers.

An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Value Line. There is a maximum of 20 extensions per voicemail box.

Additional features can be added to this line.

**Optional Calling Features**

**Features Offered on a Usage Sensitive Basis**

The Customer will be billed the Per Feature Activation Charge each time the feature is used by the Customer. Customers may subscribe to these features on a monthly basis to obtain unlimited use of the feature for a fixed monthly charge.



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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

**5.6 BirchNet Products**

**5.6.4 BirchNet Pricing**

A. BirchNet Basic

\$45.95 12 Month Contract  
\$44.95 24 Month Contract  
\$43.95 36 Month Contract

B. BirchNet Essentials

\$47.95 12 Month Contract  
\$45.95 24 Month Contract  
\$44.95 36 Month Contract

C. BirchNet Value Line

\$43.95 12 Month Contract  
\$42.95 24 Month Contract  
\$41.95 36 Month Contract

D. BirchNet Basic Plus

\$45.95 12 Month Contract  
\$44.95 24 Month Contract  
\$43.95 36 Month Contract

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

**5.7 BirchNet Basic Plus**

BirchNet Basic Plus is equipped with:

- Basic Business or Residential Line
- Unlimited Local
- Unlimited Features including Hunting
- Unlimited Intra-LATA Long Distance

BirchNet Basic Plus Inclusive Feature List:

|  |  |                         |
|--|--|-------------------------|
| Business & Residential                   | Business Only                              | Residential Only        |
| Call Trace                               | Call Block                                 | Call Return Blocking    |
| Call Forwarding Busy Line                | Call Forwarding                            | Call Waiting Deluxe     |
| Call Waiting                             | Caller ID                                  | Caller ID Blocking      |
| Call Return                              | Enhanced Caller ID                         | International Blocking  |
| Call Selector                            | Hunting                                    | Third Party Blocking    |
| Anonymous Call Rejection, per line       | Preferred Call Forwarding                  | 900/976 Blocking        |
| Remote Access - Call Forwarding Variable | Calling number delivery blocking, per line | Repeat Dialing Blocking |
| Call Forwarding Don't Answer             | Selective Class of Call Screening          |                         |
| Distinctive Ringing Service              |  |                         |
| Repeat Dialing                           |  |                         |
| Speed Calling                            |  |                         |
| Three-Way Calling                        |  |                         |
| Caller ID Deluxe                         |  |                         |

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

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

Additional Terms and Conditions

- Miscellaneous Service Charges will apply.
- Declining free features does not reduce the package rate.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE. Toll Free service is available for this product.
- Customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees may apply per Customer's contractual arrangement with the Company.
- Product may not be available in all exchanges or parts thereof.
- An additional charge will apply when adding Birch Unified Messaging\* or Birch Voicemail\* to BirchNet Basic Plus. There is a maximum of 3 extensions per voicemail box.
- Long Distance Rates apply to all domestic 1+ direct dialed minutes of use. Customer may choose to use another carrier for their long distance purposes; however, declining the Birch long distance will not reduce the package monthly rate.

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

**5.8 Birchlink Products (Cont'd.)**

**5.8.1 Birchlink T1 Services**

A. Terms and Conditions

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

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

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

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

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

BirchlinkT1 services do not include calling cards, international calling, calls to AK, HI, PR, and USVI other US Territories, or Canada, directory assistance calling, or voice mail. These services are provided pursuant to other Company tariffs or tariff equivalents. BirchlinkT1 services are not available to telemarketing firms, Internet Service Providers (ISPs) or call center operations, and are only available in select CLLIs.

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

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

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

**5.8 Birchlink Products (Cont'd.)**

**5.8.1 Birchlink T1 Services**

B. Products

1. Birchlink T I Complete

The Birchlink T 1 Complete option offers up to 24 voice lines with symmetrical data speeds burstable to 1.544 Mbps with the data speed available depending upon voice utilization of the T1 circuit bandwidth. The Complete option also offers a number of additional features inclusive within the basic rates:

- Long distance usage allowance of 5000 minutes per billing cycle for calls made to locations within the contiguous United States.
- Unlimited IntraLATA long distance calling
- Voice Features:

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

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

**5.8 Birchlink Products (Cont'd.)**

**5.8.1 Birchlink T1 Services (Cont'd.)**

C. Non-Recurring Charges

1. New Install

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

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

2. Service Order Charges

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

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

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

**5.8 Birchlink Products (Cont'd.)**

**5.8.1 Birchlink T1 Services (Cont'd.)**

C. Non-Recurring Charges (Cont'd.)

3. Maintenance Visit Charges

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

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

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

4. Monthly Recurring Charges

|                             |                  |
|-----------------------------|------------------|
| BirchLink T1 Complete       | \$350.00         |
| BirchLink T1 Complete Lines | \$10.00 per line |

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

**5.9 Remote Call Forward**

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

**5.9.1 Terms and Conditions.**

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

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

**5.9 Remote Call Forward (Cont'd.)**

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

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

2. Minimum Contract Period - One Month

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

**5.9 Remote Call Forward (Cont'd.)**

**5.9.2 Minimum Contract Period - One Month**

**5.9.3 Charges**

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

Monthly Rate

|     |   |         |
|-----|---|---------|
| (a) | Per feature arranged for other than local calling | \$25.50 |
| (b) | Per feature arranged for local calling            | \$25.50 |
| (c) | Per additional access facility                    | \$25.50 |

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

**5.9 Remote Call Forward (Cont'd.)**

**5.9.4 Message Charges**

- (a) The message charges applicable to remotely forwarded calls shall be comprised of two separate charges: (1) a charge for that portion of the call from the originating station to the call forwarding location, and (2) a charge for that portion of the call from the call forwarding location to the terminating station. The respective charge for each such portion shall be as follows:
- Between the originating station and all forwarding locations. The charge for this portion of a remotely forwarded call shall be the charge specified in this or any other applicable Tariff for the type of call involved.
  - Between the call forwarding location and the terminating station. The Remote Call Forwarding customer is responsible for the applicable charges specified in this or any other applicable Tariff for other than seven- or ten-digit local calling. These charges apply to all calls answered at the terminating station, including person-to-person and collect calls, even though such calls might not be accepted at the answering location.

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

**5.9.5 Remote Call Forward Additional Path RCA) \$25.50/each**

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

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

**5.10 Ernest**

The following products of Ernest Communications are obsolete and their name has changed to a current Birch product as outlined below.

**5.10.1 BirchNet Basic Plus:**

Mo Svc-Bus-Soc

**5.11 Lightyear**

The following products of Lightyear Communications are obsolete and their name has changed to a current Birch product as outlined below.

**5.11.1 Birchlink T-1 Integrated (Complete)**

Dynamic T-1 Loop A Monthly  
Loop A Monthly Charge  
New Dynamic T-1 16 line

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 6 - SUPPLEMENTAL SERVICES**

**6.1 Optional Calling Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

**6.1.1 Feature Descriptions**

Anonymous Call Rejection - Gives the Customer the ability to prevent future calls from specific telephone numbers and can be activated after receipt of an unwanted call or after entering a telephone number from which the calling party does not wish to receive future calls. The screening list holds a maximum of fifteen (15) numbers.

Auto Call Back - Allows a Customer to return the most recent incoming call and hear an announcement of the last telephone number that called.

Auto Redial - Automatically redials a busy number for up to 30 minutes until line is available.

Call Forwarding - Allows incoming calls forwarded to be forwarded to another line specified by the Customer by dialing a code and the telephone number to which the calls will be forwarded.

Call Trace - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

Call Waiting / Call Waiting with Caller ID - Allows the Customer engaged in a call to receive a tone signal indicating a second call is waiting, and by operation of the switch hook to place the first call on hold and answer the waiting call. Call Waiting with Caller ID provides Call Waiting service with the display of Caller ID information for the call that is waiting.

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

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

**6.1.1 Feature Descriptions (Cont'd.)**

Caller ID-Number Only - Provides for the display of the calling party telephone number on Caller ID compatible Customer premises equipment.

Caller ID Name and Number - Provides for the display of the calling party name and telephone number on Caller ID compatible Customer premises equipment.

Custom Ringing - Allows a Customer to have up to two separate telephone numbers (one main and one additional number) associated with one local exchange access line. Each telephone numbers has a distinctive ring on incoming calls for identification purposes.

Priority Call - Allows a Customer to assign a maximum of fifteen (15) callers' telephone numbers to a special list. The customer will hear a distinctive ring at his location when calls are received from callers' telephone numbers on that list.

Speed Calling 8- Allows the Customer to dial an abbreviated code to originate a call to any of B programmed telephone numbers.

Three-Way Calling – Allows the Customer to add a third party to an existing conversation.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

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

**6.1.2 Rates**

A. Features Offered on a Monthly Basis

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

| <b>Feature</b>                             | <b>Monthly Recurring Charge</b> |
|--|---------------------------------|
| Anonymous Call Rejection                   | \$6.75                          |
| Call Block                                 | \$8.50                          |
| Call Forwarding Busy Line                  | \$5.71                          |
| Call Forwarding No Answer                  | \$5.20                          |
| Call Return                                | \$9.00                          |
| Call Selector                              | \$9.00                          |
| Call Tracing                               | \$9.00                          |
| Caller ID                                  | \$6.00                          |
| Calling number delivery blocking, per Line | \$9.00                          |
| Distinctive Ringing Service                | \$20.76                         |
| Message Waiting Indication                 | \$3.20                          |
| Preferred Call Forwarding                  | \$9.00                          |

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

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

**6.1.2 Rates (Cont'd.)**

B. Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer.

| <b>Feature</b>    | <b>Per Use</b> |
|-------------------|----------------|
| Busy Redial       | \$1.25         |
| Return Call       | \$1.25         |
| Three Way Calling | \$1.25         |
| Busy Connect      | \$0.90         |



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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

**6.2 Directory Assistance Services**

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

Rate per call: \$3.25

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

**6.3 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.

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.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

**6.3 Operator Services (Cont'd.)**

**6.3.1 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.

**6.3.2 Per Call Service Charges**

|                              |        |
|------------------------------|--------|
| Customer Dialed Calling Card | \$1.25 |
| Operator Dialed Calling Card | \$2.50 |
| Operator Assisted            |        |
| Collect                      | \$2.50 |
| 3rd Party Billed             | \$2.50 |
| Person-to-Person             | \$5.00 |

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

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

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

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

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

**6.4.1 Rates**

|                                      |         |
|--------------------------------------|---------|
| Busy Line Verification, per request: | \$6.45  |
| Busy Line Interrupt, per request:    | \$12.90 |

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

**6.5 Directory Listing Service**

**6.5.1 General**

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

**6.5.2 Listings**

A. Primary Listing

One listing, termed the primary listing, is included with each exchange access line or each joint use service.

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

**6.5 Directory Listing Service (Cont'd.)**

**6.5.2 Listings (Cont'd.)**

**B. Additional Listings**

Additional listings may be the listings of individual names of those entitle to use the customer's service or, for business, Departments, Divisions, Trade names, etc.

In connection with business and residence service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Business additional listings are not permitted in connection with residence service. Residence additional listings are also permitted in connection with business service which is located in a residence and for permanent or season guests residing in a hotel or club.

A residence dual name additional listing is comprised of a surname, two first names, address and telephone number. A residence dual name additional listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two first names.

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business or residence classification as the service with which such listings are furnished.

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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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

**6.5 Directory Listing Service (Cont'd.)**

**6.5.2 Listings (Cont'd.)**

C. Nonpublished Service

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Non published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/ or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

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.

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

**6.5 Directory Listing Service (Cont'd.)**

**6.5.2 Listings,(Cont'd.)**

D. Nonlisted Service

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

This service is subject to the rules and regulations for E91 1 service, where applicable.

The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service.

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 nonlisted 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.



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

**6.5 Directory Listing Service (Cont'd.)**

**6.5.3 Monthly Rates**

|                      | <b>Business</b> | <b>Residential</b> |
|----------------------|-----------------|--------------------|
| Additional Listings  | \$3.20          | \$3.20             |
| Nonlisted Service    | \$3.20          | \$3.20             |
| Nonpublished Service | \$3.75          | \$3.20             |
| Special Listings     | \$6.00          | \$6.00             |
| Foreign Listing      | \$5.75          |                    |

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

**6.6 Long Distance Services and Rates**

**6.6.1 Toll Free Service**

8XX toll-free service is available. A recurring monthly fee of \$5.00 per toll free number will be applied.

8XX usage will be billed separately.

|                       | <u>Per Minute</u> | <u>Minimum Increment</u> | <u>Billing Increment</u> |
|-----------------------|-------------------|--------------------------|--------------------------|
| With Local Service    | \$0.069           | 30 seconds               | 6 seconds                |
| Without Local Service | \$0.089           | 30 seconds               | 6 seconds                |

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

**6.6 Long Distance Services and Rates (Cont'd.)**

**6.6.2 Toll Service**

Provides facilities to complete interLATA, intrastate or intraLATA, interexchange calls between two points. Customer makes call by dialing directly or with operator assistance. Direct Dialing includes 1 + Area Code (where necessary) + telephone number, or, in some cases for IntraLATA, users must access the Company's network by dialing 1010678 then 1 \* Area Code \* Number. For operator assistance a customer dials O only, O + telephone number or O + NPA + telephone number for IntraLATA calls.

No monthly recurring charges or minimum monthly billing requirements for outbound long distance calls will apply for those customers using Birch for both local and long distance service. A minimum monthly billing requirement of \$4.95/account per month will apply for customers using Birch for long distance service only.

No monthly recharging charges or minimum billing requirements for outbound long distance calls will apply for those customers using Birch for both local and long distance service. A minimum monthly billing requirement of \$4.95/account per month will apply for customers using Birch for long distance service only.

Monthly Recurring Charge for Long Distance Only Customers: \$4.95

|                       | Per Minute         | Minimum Increment | Billing Increment |
|-----------------------|--------------------|-------------------|-------------------|
| With Local Service    | <Based on Product> | 30 seconds        | 6 seconds         |
| Without Local Service | \$0.099            | 30 seconds        | 6 seconds         |

| <u>Products</u>     | <u>Intra-Lata</u> | <u>Intra-State</u> | <u>Inter-State</u> |
|---------------------|-------------------|--------------------|--------------------|
| BirchNet Value Line | \$0.069           | \$0.069            | \$0.069            |
| BirchNet Basic Line | Unlimited         | \$0.049            | \$0.049            |
| BirchNet Essentials | Unlimited         | \$0.049            | \$0.049            |
| Out of Contract     | \$0.075           | \$0.075            | \$0.075            |

Long Distance Rates apply to all domestic 1+ direct dialed minutes of use. While there are plans that offer free long distance, the customer may choose to use another carrier for their long distance purposes; however, declining the Birch long distance will not reduce the package monthly rate.

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

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**SECTION 7 - SPECIAL ARRANGEMENTS**

**7.1 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

ICBs will be filed with the Commission.

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Issued by: Gordon P. Williams, Jr. – Senior Vice President & General Counsel  
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LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

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**SECTION 7 - SPECIAL ARRANGEMENTS (CONT'D.)**

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

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

**7.3 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 tariffed arrangements. Rates quoted in response to such requests may be different for tariffed 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 Tariff within 30 days after the contract is signed by both the Company and the Customer. The following information will be included in the summary:

- a. LATA and type of switch
- b. The V&H distance from the central office to the Customer's premises
- c. Service description
- d. Rates and charges
- e. Quantity of circuits
- f. Length of agreement

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**SECTION 8 - PROMOTIONAL OFFERINGS**

**8.1 Demonstration of Service**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

**8.2 Special Promotions**

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges'

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