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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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*This tariff, ICC Tariff No. 2, issued by  
Birch Telecom of the Great Lakes, LLC d/b/a Birch Communications,  
replaces in its entirety  
ICC No. 2 issued by Birch Telecom of the Great Lakes, Inc. d/b/a Birch Communications*

**Birch Telecom of the Great Lakes, LLC d/b/a Birch Communications**

**Interexchange Services Tariff**

This Tariff, filed with the Illinois Commerce Commission, contains the terms and conditions applicable to interexchange telecommunications services in the State of Illinois by Birch Telecom of the Great Lakes, LLC d/b/a Birch Communications (the "Company"). The Company provides interexchange telecommunications services via commercial agreement with AT&T in the legacy SBC-Ameritech serving areas or via other interexchange service carrier relationships. Copies of this Tariff may be inspected during normal business hours at the Company's principal place of business located at:

Birch Telecom of the Great Lakes, LLC d/b/a Birch Communications  
2323 Grand Blvd., Suite 925  
Kansas City, Missouri 64108

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

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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1. EXPLANATION OF SYMBOLS

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

- (C) to signify change in regulation
- (D) to signify discontinued rate or regulation
- (E) to signify a correction of an error made during a revision
- (I) to signify increase in rate
- (M) to signify move text but no change in text, rate or regulation
- (N) to signify new material
- (R) to signify rate reduction
- (T) to signify a change in text but no change in rate or regulation

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2. APPLICATION OF TARIFF

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

The following marks, used with respect to services provided under this tariff, are trademarks of the Company or its affiliates: Birch, Birch Telecom, Birch Telecom and logo, Birch Telecom of the Great Lakes, LLC, Business First, Home Essentials, Birchual Office.

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3. DEFINITIONS

As used in this Tariff, the following terms shall have the following meanings unless the context otherwise requires:

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

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

Commission – The Public Utility Commission of Illinois, unless the context indicates otherwise.

Customer — The Person which orders or uses the service and is responsible for the payment of rates and charges under this Tariff.

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

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

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

LATA – Local Access and Transport Area.

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

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

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

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

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

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4. GENERAL PROVISIONS

4.1 Obligations of Customer

4.1.1. Conditions for Use: Service may be used for the transmission of information of the Customer provided that:

- A. The Customer has requested service in accordance with the terms and conditions set forth in this Tariff; and/or the Customer has entered into a contract with the Company;
- B. The Customer shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
- C. The Customer, upon request, shall furnish such information and access to its location(s) and/or User's location(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of this Tariff and the contract entered into between the Customer and the Company.

4.1.2. General Obligations

The Customer shall be responsible for:

- A. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Customer or User with the interface equipment provided and/or sanctioned by the Company.
- B. Damage to, or destruction of, Facilities caused by the negligence or willful act of the Customer or User or its agents.
- C. Reimbursing the Company for any loss caused by the theft of Facilities installed on the Customer's or User's premises.
- D. The provision of the power, wiring, and outlets required to operate the Facilities installed on the Customer's or User's Premises.

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4. GENERAL PROVISIONS (Cont'd.)

4.1 Obligations of Customer (Cont'd.)

4.1.2. General Obligations (Cont'd.)

- E. Obtaining permission for the Company's agents or employees to enter the Premises of the Customer or User at any reasonable hour for the purpose of installing, inspecting, repairing, or removing the Facilities.
- F. Making the Company's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, and providing for reasonable access to those facilities and equipment.
- G. All actions or omissions of a person, firm, or corporation appointed by the Customer as its agent causing harm to facilities or services. No self-imposed limitations of an agent's authority shall be binding on the Company.
- H. Any breach by the Customer of the terms and conditions contained in this Tariff or in the contract between the Customer and the Company governing service.

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4. GENERAL PROVISIONS (Cont'd.)

4.2 Obligations of the Company

4.2.1 Undertakings: The undertaking of the Company is to furnish service as ordered and specified by the Customer, and as limited by the terms and conditions of this Tariff and the contract entered into between the Customer and the Company. The Company undertakes to maintain and repair any equipment which it furnishes to the Customer, unless otherwise specified in the contract entered into between the Customer and the Company. The Customer or User may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without the prior written consent of the Company.

4.2.2 Limitations. The Company shall not be responsible for installation, operation, or maintenance of any Terminating Facilities or communications systems purchased or connected to service by a Customer, unless otherwise specified in the contract entered into between the Customer and the Company. Service is not represented as adapted to the use of any specific equipment or system. The responsibility of the Company shall be limited to the furnishing of service and maintenance and operation of such service. The furnishing of service will require certain physical arrangements of the Facilities of the Company and is therefore subject to the availability of such Facilities.



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4. GENERAL PROVISIONS (Cont'd.)

4.2 Obligations of the Company (Cont'd.)

4.2.3 Liability and Indemnification:

- A. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to a Customer or User as a result of any service provided by the Company or use of the Facilities, or the acts, omissions or negligence of the Company's employees or agents.
- B. The sole remedy for a Customer or User with respect to failure of the Company to maintain proper standards or maintenance and operation or failure to exercise reasonable supervision shall in no event exceed an amount equivalent to the credit for a service interruption specified in the contract between the Company and the Customer or User.
- C. The Company does not guarantee or make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The Customer or User shall indemnify and holds the Company harmless from any and all loss, claims, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or User or by any other party or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or User or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to maintain, removal, presence, condition, location, or use of said equipment so provided.

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4. GENERAL PROVISIONS (Cont'd.)

4.2 Obligations of the Company (Cont'd.)

4.2.3 Liability and Indemnification (Cont'd.)

- D. The Company shall not be liable for any defacement of or damage to the Premises of a Customer, User, or any third party resulting from the furnishing of Facilities or the attachment of the instruments, apparatus, and associated wiring furnished by the Company on such Premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.
- E. The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Account Codes issued for use with the Company's services.
- F. The Company shall be indemnified and saved harmless by the Customer or User against:
1. Claims for libel, slander, and infringement of copyright arising from the material transmitted over the Facilities.
  2. Claims for infringement of patents arising from, combining with, or using in connection with, the Facilities and systems or apparatus of the Customer or User; and
  3. All other claims arising out of any act or omission of the Customer or User or their agents in connection with the Facilities, or information transmitted over the Facilities.
- G. Service Restoration: The Company agrees to use its reasonable best efforts to respond to the Customer's reasonable request for maintenance in connection with the service as soon as reasonably possible. The Company shall have no obligation to perform maintenance which requires access to the Customer's or other premises or buildings when that access cannot be provided to the Company by the Customer. The Company agrees to use its reasonable best efforts to minimize the duration of any service interruption.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE

5.1 The Company shall provide intrastate interexchange telecommunications service to Customers according to the terms and conditions of this Tariff.

5.2. Rules and Regulations

5.2.1 Undertaking of the Company

- A. The Company undertakes to furnish telecommunications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points in different exchanges within the state of Illinois.
- B. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- C. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities, offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- D. The Company may undertake service-affecting activities that may occur in normal operation of the Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive 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. With some emergency or unplanned service-affecting conditions, such as an outage resulting from wiring or equipment damage, notification to the Customer may not be possible.
- E. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.
- F. Customers may be required to execute any documents as may be reasonably requested by the Company.

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Issue Date: May 23, 2018

Effective Date: May 24, 2018

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Kansas City, MO 64108

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.1 Undertaking of the Company (Cont'd.)

G. Pursuant to Section 745.200(a) of the Illinois Administrative Code, the Company, upon request for service by applicant, shall inform the applicant of the lowest-priced alternative service available at the Customer's location. The Company shall provide this information beginning with the lowest priced alternative and giving full consideration to applicable equipment options and installation charges.

H. The Company may decline to serve an applicant until such applicant has complied with applicable Illinois Administrative Code provisions or for the following reasons:

1. Applicant's facilities inadequate: If the applicant's installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given;
2. For indebtedness: If the applicant is indebted to the Company for the same kind of service as that applied for; provided however, that in the event the indebtedness of the applicant for service in dispute, the applicant shall be served upon complying with deposit requirements;
3. Refusal to make deposit: For refusal to make or increase a deposit if applicant is required to do so;
4. For failure to provide the Company with necessary access to Company-owned equipment, after the Company has made a written request to do so;
5. For failure to make payment in accordance with the terms of a deferred payment arrangement;
6. If the Company has reason to believe that applicant has used a device or scheme to obtain service without payment and where the Company has so notified applicant prior to disconnection;

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.1 Undertaking of the Company (Cont'd.)

H. (Cont'd.)

7. For violation of or noncompliance with a Commission order, municipal ordinances or other applicable laws; or any rules of the Company on file with the Commission for which the Company is authorized by tariff to discontinue service for violation or non-compliance; or
8. If Customer's use of equipment adversely affects the Company's service to others, and said disconnection may be so accomplished without notice to the Customer.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.1 Undertaking of the Company (Cont'd.)

I. Pursuant to the Illinois Administrative Code Section 735.130, the Company shall not refuse service to an applicant for the following reasons:

1. delinquency in payment for service by a previous occupant of the premises to be served, unless the applicant voluntarily signed a form agreeing to assume responsibility for the bills of previous Customer, or the previous Customer is currently a member of the same household as applicant;
2. failure to pay for terminal equipment or other telephone equipment purchased from the Company, an affiliate or a subsidiary;
3. failure to pay past due amounts for directory advertising, or for a different class of service (residential class or business class);
4. violation of the Company's rules pertaining to operation of nonstandard equipment or unauthorized attachments which interferes with the service of others, or other services such as communication services, unless the Customer has first been notified and been afforded reasonable opportunity to comply with said rules;
5. failure to pay the bill of another Customer at the same address except where the change of Customer identity is made to avoid or evade payment of a bill. A Customer may request a supervisory review if the Company determines that evasion has occurred and refuses to provide service.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.2 Limitations of Service

- A. Service is offered subject to the availability of the necessary facilities and equipment, necessary arrangements with other carriers and billing capabilities, and is subject to the provisions of this Tariff. The Company reserves the right not to provide service to or from a location where legally prohibited.
- B. The Company reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.
- C. Title to all facilities provided by the Company under this Tariff remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- D. No service will be available hereunder to any applicant unless and until the Company has executed an interconnection agreement with AT&T (formerly SBC-Ameritech) that is approved by the Commission and the Company commences to provide services in the state.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.3 Use of Service

A. Permitted Uses

Services provided under this Tariff may be used for any lawful purpose for which the service is technically suited.

B. Minimum Service Period

The minimum period of service is 30 days, unless otherwise stated in this Tariff.

C. Fixed Service Period

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

D. Termination

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



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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.4 Liability

- A. The liability of the Company for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff shall not exceed the amount of the credit allowance described in Section 5.2.5 herein. The extension of credit allowances as described in Section 5.2.5 shall be the sole remedy of Customer and sole liability of the Company for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff. In no event will the Company be liable for any direct, indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost income or profits, even if advised of the possibility of the same.
- B. The Company shall not be liable for any claim or loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by or resulting from: any person or entity other than the Company; any malfunction of any service or facility provided by any Person other than the Company; labor difficulties; fire, flood, earthquake, or any other act of God; explosion; war; act of terrorism, riot or civil disturbance; any law, order, regulation, direction, action or request of any federal, state or local government or any department, agency, commission, bureau, or other instrumentality of federal, state or local government; or by any other cause beyond the Company's control.
- C. The Company shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
  - 1. Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by the Company under this Tariff;

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.4 Liability (Cont'd.)

C. (Cont'd.)

2. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of the Company or any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by this Tariff or any agreement between the Customer and the Company;
3. Any personal injury or death of any person or for any loss of or damage to Customer Premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by gross negligence of the Company.
4. Connecting, combining, or adapting the Company's facilities with Customer's apparatus or systems; or
5. Any loss, destruction or damage to property of the Company, the Customer, or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives, family members or invitees;

D. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

E. THE COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.5 Interruption of Service

Customer will be entitled to a credit allowance for an interruption of service which is not caused by or does not result from the negligence or act of Customer or to the failure of channels, equipment, power supplies, and/or communications systems provided by Customer or Persons other than the Company. A credit allowance is subject to the provisions of this section and the other sections of this Tariff, including, but not limited to, the general liability provisions set forth in Section 5.2.4 herein and the terms of Section 5.2.6 herein. Customer is obligated to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.6 Responsibility of the Customer

A. All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communications systems provided by others are connected to the Company's facilities, Customer assumes additional responsibilities. Customers are responsible for:

1. Placing orders for service; paying all appropriate charges for service rendered by the Company; complying with the Company's regulations governing the service; and assuring that its users comply with regulations.
2. Providing:
  - a. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
  - b. the name(s), telephone number(s), and address(es) of the Customer contact person(s).
3. Paying the Company for the replacement or repair of the Company's equipment when the damage results from:
  - a. the negligence or willful act of Customer or user;
  - b. improper use of service; or
  - c. any use of equipment or service provided by others.
4. A Customer who subscribes to the Company's intrastate interexchange services and resells these services to others shall be responsible for complying with all laws and regulations of the State of Illinois, which relate in any way to its provision of intrastate interexchange telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, tariffing obligations, and payment of applicable taxes. Customer shall indemnify Company from any claim from such Users and shall have no liability for such use to Company or such Users.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.6 Responsibility of the Customer (Cont'd.)

B. Credit Allowances

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

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

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.6 Responsibility of the Customer (Cont'd.)

C. Cancellation by Customer

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

D. Payment and Charges for Service

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

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.6 Responsibility of the Customer (Cont'd.)

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

6. Billing information provided to each Customer on a monthly basis shall include but not be limited to:

- a. the number of access lines for which charges are stated;
- b. each applicable telephone number and/or account number;
- c. the total amount due for features and services provided;
- d. the beginning or ending dates of the billing period;
- e. the date the bill becomes delinquent if not paid on time;
- f. the unpaid balance (if any);
- g. an itemization of the amount due for toll service, including the date and duration of each toll call;
- h. an itemization of the amount due for taxes, franchise fees, universal service fund charges, local number portability charges, line recovery charges, interexchange access carrier charges, and other surcharges as may be necessary and appropriate;
- i. the total amount due;
- j. if applicable, the amount of a deposit and interest accrued on a deposit which has been credited to the charges stated;
- k. a telephone number where inquiries may be made;
- l. if a deposit is held by the Company;
- m. explanations of any abbreviations or symbols used on the Customer's bill to identify specific charges; and
- n. the information required by this paragraph which shall be arranged so as to allow the Customer to readily compute the bill with the information provided.

7. If notice of a dispute as to charges is not received in writing, in person or via telephone message by the Company within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated. Any disputed charges that cannot be resolved between Customer and the Company may be appealed to the Commission.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.6 Responsibility of the Customer (Cont'd.)

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

1. Advance Payments and Deposit Requirements

The Company may require an applicant for service to make an advance payment (1) if the applicant is unable to establish that he had a previous account with a telephone utility for a period of at least 12 months for which all undisputed charges were satisfactorily paid, (2) if the applicant had not paid for previous service, or previous service had been disconnected for nonpayment within the past twelve months, or (3) if the applicant has had no previous telephone service or has had previous telephone service of less than 12 months, the applicant's credit record will be assessed and evaluated by means of a mechanized retrieval system between the Company and national recognized credit bureaus. The Company may request proof of home ownership, employment of two years or more with the current employer, major oil company credit card, major credit card, checking account, savings account, or age of 50 years or more, and if two or more of these are not provided, the Company may require an advance or deposit. No security payment will be required of those applicants who meet the Company's criteria, as evaluated by the scoring model. The criteria used in assessing a score is as follows: collection judgments, written-off accounts, outstanding collection accounts, various degrees of delinquency history from 30-180 days and not paid in full or current at the time of scoring, bankruptcies, liens, other public records. The advance payment will not exceed an amount equal to all nonrecurring charges and two month's estimated recurring charges, as a condition of continued or new service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and two month's estimated recurring charges. The advance payment will be credited to the Customer's initial bill and, to the extent that a credit balance remains after the amount of the initial bill has been satisfied, then the credit balance will be applied to subsequent bills in the same manner until there is no balance remaining on the advance payment.



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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.6 Responsibility of the Customer (Cont'd.)

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

1. Advance Payments and Deposit Requirements (Cont'd.)

In accordance with Illinois Administrative Code Section 735.110, Company may require a deposit from any current Customer during the first twelve (12) months that a Customer receives service if the Customer, during that period, pays late four times or has service discontinued for nonpayment two times. Prior to requiring a deposit from a Customer for reasons of late payment, Company shall advise Customer of the availability of the Preferred Payment Date as provided in Section 2.10 of this Tariff. Company may require a deposit from any Customer after the first twelve months that Customer has received if the Customer has had service discontinued two times in a twelve month period, or if Company provides evidence that Customer used a device or scheme to obtain service without payment. Company may also require a deposit from any nonresidential Customer after the first twelve months the Customer has received service if the Customer pays late at least six times during any twelve month period. A deposit request under this paragraph must be made within 45 days of the date giving rise to the demand.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2 Rules and Regulations (Cont'd.)

5.2.6 Responsibility of the Customer (Cont'd.)

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

2. Other Deposit Requirements

The Company reserves the right to examine the credit record of all service applicants as stated above and require a security deposit. If it is deemed necessary by the Company in safeguarding its interests, applicants for service or present Customers may be required to make a deposit of an amount not to exceed two months estimated service charges for residential service and four months estimated service charges for business service, based on average monthly billing of the Customer for the past six months. Such deposit may be required to be made within 10 days after issuance of written termination notice and required deposit. The Customer may furnish in writing a satisfactory guarantee or Illinois insurance company surety bond to secure payment of bills in lieu of a cash deposit, which shall conform to Illinois Administrative Code Sections 735.120 (i) and (j). The deposit may be adjusted at the request of Customer in accordance with Illinois Administrative Code Section 735.120(a). Payment of the interest to the Customer shall be no more frequent than annually, if requested by the Customer, or at the time the deposit is returned or credited to the Customer's account, at such rate as announced annually by the Commission. The deposit shall cease to draw interest on the date it is returned or credited to the Customer's account. The Company will not pay interest on deposits held 30 days or less. Payment of interest will be made retroactive to the date of deposit for deposits held more than 30 days.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2 Rules and Regulations (Cont'd.)

5.2.6 Responsibility of the Customer (Cont'd.)

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

2. Other Deposit Requirements (Cont'd.)

At the time a deposit is required, the Company shall provide written information about deposits, including:

- a. the circumstances under which the Company may require a deposit or an additional deposit;
- b. how a deposit is calculated;
- c. the amount of interest paid on a deposit and how this interest is calculated; and
- d. the time frame and requirement for return of the deposit to the Customer.
- e. no revenue from estimated telephone directory advertising will be used in determining the amount of deposit.

If a residential applicant has been a Customer of any utility for the same kind of service within the last two years and is not delinquent in payment of any such utility service account, and during the last 12 consecutive months of service did not have more than one occasion in which a bill for such utility service was paid after becoming delinquent and never had service disconnected for nonpayment; applicants are encouraged to obtain a letter of credit history from their previous utility, and utilities are encouraged to provide such information with final bills. Credit history shall be applied equally for a reasonable period of time to a spouse or former spouse who shared the service, without modification and without additional qualifications required of either the Customer or spouse/former spouse.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2 Rules and Regulations (Cont'd.)

5.2.6 Responsibility of the Customer (Cont'd.)

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

2. Other Deposit Requirements (Cont'd.)

In accordance with Illinois Administrative Code Section 735.100(e)(2)(vii), all applicants for permanent residential service who are fifty (50) years of age or older will be considered as having established credit if such applicant does not have an outstanding account balance with the Company or another company for the same service which accrued within the last two years. No cash deposit shall be required of such applicant under these conditions.

A residential applicant shall not be required to pay a deposit, if the applicant demonstrates a satisfactory credit rating by appropriate means, including, but not limited to, the production of generally acceptable credit cards, letters of credit reference, the names of credit references which may be quickly and inexpensively contacted by the Company, or ownership of substantial equity.

In the case of business service, if the credit of an applicant for service has not been established satisfactorily, the applicant may be required to make a deposit.

If Company finds that the applicant for service has failed to pay for past due telephone service of the same class provided by any telephone company, Company may refuse to provide service unless the applicant, at Company's option, pays any past due bill and/or furnishes a deposit.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2 Rules and Regulations (Cont'd.)

5.2.6 Responsibility of the Customer (Cont'd.)

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

2. Other Deposit Requirements (Cont'd.)

An applicant for service, or a present Customer, may satisfy a deposit requirement by providing a Contract of Guaranty in an amount not less than the requested deposit, from a present Customer acceptable to the Company. The Guaranty Contract shall be on a form provided by the Company which shall include the Company's right to transfer charges from a defaulted bill to the Customer, from whom a deposit or a Contract of Guaranty was required, to the Guarantor's account or accounts and the further right to suspend the Guarantor's service pursuant to Section 2.6.5, Payments and Charges for Service, of this Tariff. Unless otherwise agreed to by the Company, the guarantee shall be for the amount of deposit the Company would normally seek on the applicant's account.

The fact that a deposit has been made or a Guaranty provided, shall in no way relieve the Customer from complying with the Company's regulations as to the prompt payment of bills, nor constitute a waiver or modification of the regular practices of the Company providing for the temporary suspension of service or the termination of the service contract for nonpayment of bills.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2 Rules and Regulations (Cont'd.)

5.2.6 Responsibility of the Customer (Cont'd.)

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

2. Other Deposit Requirements (Cont'd.)

Service may be discontinued for failure to comply with deposit or guaranty arrangements or to furnish a suitable deposit when conditions appear to require the Company to have such credit protection. Initial deposits may be required of applicants or existing Customers. Initial deposits may be required of applicants or existing Customers. When a deposit is required on an existing account, the following rules apply:

a. Deposit Required During the First Twelve Months of Service Based on Usage:

Actual usage must be three times the estimated usage (or three times average usage of most recent three bills) and current usage must exceed \$150 and 150% of the security held, before a new deposit is requested. No revenue from estimated telephone directory advertising will be used in determining the amount of deposit. If a deposit is requested, the Customer may be required to pay the deposit within 10 days after issuance of written notice of termination and requested deposit, or, in lieu of the deposit, the Customer may elect to pay the current usage within 10 days after issuance of written notice of termination and requested deposit.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2 Rules and Regulations (Cont'd.)

5.2.6 Responsibility of the Customer (Cont'd.)

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

2. Other Deposit Requirements (Cont'd.)

b. Deposit Requirements Based on Billing:

Commercial

Actual billings of a commercial Customer must be at least twice the amount of the estimated billings and a suspension notice has been issued on a bill within the previous 12 month period, before a new deposit can be required. If a deposit is required, the Customer may be required to pay the new deposit within 15 days after issuance of written notice of termination and requested deposit, or, in lieu of the deposit, the Customer may elect to pay the current bill by the due date of the bill, provided the Customer has not exercised this option in the previous 12 months.

Residential

Actual billings of a residential Customer must be at least twice the amount of the estimated billings after two billing period and a suspension notice has been issued on a bill within the previous 12 month period, before a new deposit can be requested. If a deposit is requested, the Customer may be required to pay the new deposit within 15 days after issuance of written notice of termination and requested deposit, or, in lieu of the deposit, the Customer may elect to pay the current bill by the due date of the bill, provided the Customer has not exercised this option in the previous 12 months.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2 Rules and Regulations (Cont'd.)

5.2.6 Responsibility of the Customer (Cont'd.)

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

2. Other Deposit Requirements (Cont'd.)

b. Deposit Requirements Based on Billing: (Cont'd.)

Residential (Cont'd.)

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

When the Customer has paid bills for service for 12 consecutive residential billings or for 24 consecutive commercial or industrial billings without having service disconnected for nonpayment of bill and without having more than two occasions in which a bill was delinquent, and when the Customer is not delinquent in the payment of the current bills, the Company shall promptly and automatically refund the deposit plus accrued interest to the Customer in the form of cash or credit to a Customer's bill, or void the contract of guaranty or any related document and return such document(s) to the guarantor.



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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2 Rules and Regulations (Cont'd.)

5.2.6 Responsibility of the Customer (Cont'd.)

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

2. Other Deposit Requirements (Cont'd.)

b. Deposit Requirements Based on Billing: (Cont'd.)

In accordance with Illinois Administrative Code Section 735.110(d), the Company will keep records of deposits including the name, account number, and service address of each depositor and type of service; the amount, rate of interest, and date of deposit; and each transaction concerning the deposit.

The Company will issue a receipt of deposit, including the above information and a statement of conditions under which the deposit will be refunded, to each depositor and will provide an appropriate means to establish claim if the receipt is lost. The Company will make a reasonable effort to return unclaimed deposits and will retain a record of such deposits for minimum of four years.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2 Rules and Regulations (Cont'd.)

5.2.6 Responsibility of the Customer (Cont'd.)

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

2. Other Deposit Requirements (Cont'd.)

b. Deposit Requirements Based on Billing: (Cont'd.)

Deposits plus interest shall automatically be refunded after being held for 12 months, so long as: the Customer has paid any past due bill for service owed to Company, service has not been discontinued for nonpayment, the Customer has not paid late 4 times, or the Company has not provided evidence that the Customer used a device or scheme to obtain service without payment. If the Customer does not return a Customer's deposit after 12 months, Company shall provide Customer with explanation for retention, upon request. Deposits plus interest shall also be refunded when service has been terminated for more than 30 days.

All deposit refunds shall be by separate check and not by credit to Customer's account unless the deposit is used to pay Customer's final bill. When all or a portion of a deposit is refunded, Company shall issue a cancellation notice carrying the same invoice number as the deposit receipt and showing what portion is being refunded. No refund of less than \$1 will be issued. When refunds are not deliverable, Company shall maintain records of attempts to refund deposits.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.6 Rules and Regulations (Cont'd.)

5.2.6 Responsibility of the Customer (Cont'd.)

F. Bad Check Charge

In accordance with Illinois Administrative Code Section 735.150(d), the Company will bill Customer a one-time charge of \$25.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution. If Customer remits one or more checks, drafts or other instrument which is dishonored the Company may refuse acceptance of further checks and place Customer on a cash basis.

G. Late Payment Charge

In accordance with Illinois Administrative Code Section 735.160(d), a one-time assessment not to exceed 5.0% may be made on delinquent commercial or industrial bills; however, no such penalty shall apply to residential bills. The 5.0% assessment on delinquent commercial and industrial bills may not be applied to any balance to which the penalty was applied in a previous billing.

A Finance Charge of 1.5% 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.

Collection procedures are unaffected by the application of the late payment charge.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.7 Responsibility of the Company

A. Provision of Services

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

B. Credit Allowance – Information Records

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

C. Cancellation Credit

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

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.7 Responsibility of the Company (Cont'd.)

D. Disconnection of Service by the Company

The Company may not discontinue service for any of the following reasons:

1. delinquency in payment for service by a previous occupant of the premises;
2. failure to pay for merchandise, or charges for nonutility service;
3. failure to pay for a different type of class of service unless such service is included on the same bill;
4. failure to pay the account of another Customer as guarantor thereof, unless Customer has provided in writing the guarantee as a condition precedent to service.

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

1. Nonpayment of an undisputed delinquent charge; or
2. Without notice for tampering with the Company's equipment, hazardous conditions, or Customer use of equipment where it adversely affects the Company's equipment or services; or

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.7 Responsibility of the Company (Cont'd.)

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

3. Without notice in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
4. Without notice in the event the Company is prohibited from furnishing services by order of a court or other federal, state or local government authority, bureau, agency or commission, or
5. Without notice if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
6. Without notice if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
7. Without notice if the Customer states that it will not or fails to comply with a request of the Company for security for the payment for service(s) or advance payments, as specified in this Tariff; or
8. Without notice if the Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.7 Responsibility of the Company (Cont'd.)

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

9. Without notice if the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by using tricks, schemes, false or invalid numbers, false credit devices, electronic devices, or other means; or
10. Without notice if the Customer's use of equipment adversely affects the Company's service to others or endangers public safety or health; or
11. Without notice if upon condemnation of any material portion of the Customer's facilities used by the Company to provide service to the Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair; or
12. Without notice for fraudulent use of the Company's network.

Residential service may not be discontinued by the Company for failure to pay charges not subject to the Commission's jurisdiction unless specifically authorized in the Company's tariffs approved by the Commission.

Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.7 Responsibility of the Company (Cont'd.)

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

Residential Customers shall have a minimum of 21 days from the rendition of a bill to pay the charges stated.

Residential service shall not be discontinued unless written notice by first-class mail is sent or delivered to the Customer at least ten days prior to the date of the proposed discontinuance.

At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise it of the proposed discontinuance and what steps must be taken to avoid it.

The Company's Notice of Discontinuance shall contain the following information:

The name and address and the telephone number of the Customer.

A statement of the reason for the proposed discontinuance and the cost (to the Customer) for reconnection.

The date after which service will be discontinued unless appropriate action is taken.

Proper notice shall consist of a separate mailing or hand delivery at least ten days prior to a stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. Attached to or on the face of the termination notice for telephone bills shall appear a statement notifying the Customer that if they are in need of assistance with payment of their bill, or are ill and unable to pay their bill, they may be eligible for alternative payment programs, such as deferred payment plans, and to contact the local office of the utility for more information.



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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.8 Restoration of Service

If service is disconnected for nonpayment, service will be reestablished only upon receipt of payment of all charges due, which include charges for service and facilities during the period of disconnection and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order, personal check or certified check. If payment is made by personal check, restoration will be effected upon clearance of the check. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of the Company's service order, service will be reestablished only upon a basis of an application for new service.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.9 Taxes and Surcharges

Customer will be billed and is responsible for payment of applicable E911, Telecommunications Relay Service (TRS) for the hearing impaired, universal service fund charges, local number portability charge, line recovery charges, interexchange access charges, gross receipts charge, city utility charge, city excise charges, Commission charges, and any and all other federal, state and local taxes, fees, assessments and surcharges assessed in conjunction with service used. All taxes, fees, assessments and surcharges (i.e., sales tax, municipal utilities tax, franchise fee, E911, TRS) will be listed as separate line items and are not included in the quoted rates.

5.2.10 Start of Billing/Preferred Payment Dates

For billing purposes, the start of service is the day of the availability of the Company's service or equipment. When a Customer establishes the regular inability to pay the bill by the date due because of extenuating circumstances, such as the receipt of a monthly social security or benefit check which is out of the billing cycle, Company shall provide a "Preferred Payment Date" for that Customer, not to exceed ten (10) days after the date due. If the Customer fails to make payment by the Preferred Payment Date more than one (1) time in a six month period, the arrangement may be cancelled and the original due date reestablished.

5.2.11 Service Connection and Facilities on Customer's Premises

The Company shall furnish and maintain all facilities including protective apparatus, to provide telecommunications service except as may be otherwise specified in this Tariff. All facilities shall conform to the established construction standards of the Company.

Except as otherwise specified in this Tariff, all equipment furnished by the Company in connection with a Customer's service shall be carefully used and only duly authorized employees of the Company or its contractors or agents shall be allowed to connect, disconnect, change or alter in any manner any or all such facilities.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.12 Billing Disputes

In the event of a dispute between a Customer and the Company regarding any bill for telephone service, the Company shall make an investigation as required by the particular case, and report the results to the Customer. In the event the dispute is not resolved, the Company shall inform the Customer it may file a complaint with the Commission and provide the Customer with the telephone number and address of the Consumer Affairs Division of the Commission.

Notwithstanding any other section of the Company's tariffs or the Commission's rules, the Customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute, but in no event to exceed 60 days. The Customer is obligated to pay any billings not disputed.

5.2.13 Dispute Resolution

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

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.13 Dispute Resolution (Cont'd.)

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

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

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

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

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.2. Rules and Regulations (Cont'd.)

5.2.13 Dispute Resolution (Cont'd.)

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

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

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

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

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.3 Service Offerings

5.3.1 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 0 only, 0 + telephone number or 0+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 the Company for both local and long distance service. A minimum monthly billing requirement of \$4.95 per account per month will apply for customers using the Company for long distance service only.

5.3.2 Calling Card Service

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

5.3.3 Toll Free Service

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

5.3.4 Directory Assistance

The Company furnishes Directory Assistance Service whereby Customers may request assistance in determining telephone numbers in accordance with the rates and terms stated in Section 5.4 Service Rates.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.4 Service Rates

5.4.1 Birch Business Line

A. Toll Service

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

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business	\$0.099	30 seconds	6 seconds

B. Toll Free Service

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

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business	\$0.089	30 seconds	6 seconds

Monthly Recurring Charge	<u>Per Line</u> \$5.00
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Payphone origination charge - \$0.55 per completed call

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.4 Service Rates (Cont'd.)

5.4.1 Birch Business Line (Cont'd.)

C. Calling Card

From any point in Illinois to points in Illinois:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business	\$0.20	30 seconds	6 seconds

Payphone origination charge - \$0.55 per completed call

Surcharge - \$0.55 per completed call

D. Domestic Offshore Rates

Alaska, Hawaii, Puerto Rico, US Virgin Islands

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
	\$0.09	30 seconds	6 seconds

Canada, Guam, N. Marianas (Saipan), Non-US Caribbean

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
	\$0.30	30 seconds	6 seconds



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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.4 Service Rates (Cont'd.)

5.4.1 Birch Business Line (Cont'd.)

E. Volume Commitment Plans – Rates (1)

1. Toll Service

<u>Total Usage – \$10.00 Volume Commitment</u> Intrastate	<u>Rate Per Minute</u> \$0.069	<u>Minimum</u> 30 seconds	<u>Billing Increment</u> 6 seconds
<u>Total Usage – \$50.00 Volume Commitment</u> Intrastate	<u>Rate Per Minute</u> \$0.050	<u>Minimum</u> 30 seconds	<u>Billing Increment</u> 6 seconds
<u>Total Usage – \$100.00 Volume Commitment</u> Intrastate	<u>Rate Per Minute</u> \$0.045	<u>Minimum</u> 30 seconds	<u>Billing Increment</u> 6 seconds
<u>Total Usage – \$250.00 Volume Commitment</u> Intrastate	<u>Rate Per Minute</u> \$0.040	<u>Minimum</u> 30 seconds	<u>Billing Increment</u> 6 seconds
<u>Total Usage – \$500.00 Volume Commitment</u> Intrastate	<u>Rate Per Minute</u> \$0.035	<u>Minimum</u> 30 seconds	<u>Billing Increment</u> 6 seconds

(1) Effective April 18, 2009 this service is no longer offered.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.4 Service Rates (Cont'd.)

5.4.1 Birch Business Line (Cont'd.)

E. Volume Commitment Plans – Rates (1)

2. Toll Free Service

1. Rates

<u>Monthly Usage for Volume Commitment</u>	<u>Rate per minute</u>
\$10.00 Volume Commitment	\$0.055
\$50.00 Volume Commitment	\$0.050
\$100.00 Volume Commitment	\$0.045
\$250.00 Volume Commitment	\$0.045
\$500.00 Volume Commitment	\$0.045

2. Charges

	<u>Per Line</u>
Monthly Recurring Charge	\$5.00

3. Calling Card

<u>Monthly Usage for Volume Commitment</u>	<u>Rate per minute</u>
\$10.00 Volume Commitment	\$0.20
\$50.00 Volume Commitment	\$0.20
\$100.00 Volume Commitment	\$0.20
\$250.00 Volume Commitment	\$0.20
\$500.00 Volume Commitment	\$0.20

Additional charges apply as set out in Section 5.4.1.C.

(1) Effective April 18, 2009 this service is no longer offered

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.4 Service Rates (Cont'd.)

5.4.2 Birch Residential Service (1)

Birch Residential Service is available within the Exchange Areas as defined in Section 3 of the Company's Local Exchange ICC Tariff No. 2.

A. Toll Service

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

	<u>Per Minute</u>	<u>Minimu</u>	<u>Billing</u>	<u>Monthly</u>
		<u>m</u>	<u>Increment</u>	<u>Rate</u>
Residential	\$ .099	1 minute	1 minute	\$1.95
Minimum Billing Charge	(long distance only)			\$4.95

(1) These rates apply to Residential Customers subscribing to the Company's local exchange residential packages as defined in the Company's Local Exchange Service ICC Tariff No. 2.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.4 Service Rates (Cont'd.)

5.4.2 Birch Residential Service (1) (Cont'd.)

B. Toll Free Service

1. Rates

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>	<u>Monthly Rate</u>
Residential	\$0.089	m 1 minute	1 minute	\$5.00

2. Charges

a. Monthly Recurring Charge Per Line  
\$5.00

b. Payphone origination charge Per completed call  
\$0.55

C. Calling Card Service

From any point in Illinois to points in Illinois:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Residence	\$0.20	1 minute	1 minute

Payphone origination charge - \$0.55 per completed call

Surcharge - \$0.55 per completed call

(1) These rates apply to Residential Customers subscribing to the Company's local exchange residential packages as defined in the Company's Local Exchange ICC Tariff No. 2.

INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.4 Service Rates (Cont'd.)

5.4.2 Birch Basic Residence Packages (1) (Cont'd.)

D. Domestic Offshore Rates

Alaska, Hawaii, Puerto Rico, US Virgin Islands

<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
\$0.09	30 seconds	6 seconds

Canada, Guam, N. Marianas (Saipan), Non-US Canada

<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
\$0.30	30 seconds	6 seconds

E. Directory Assistance

See Section 5.5.2.

5.4.3 Birch Long Distance Only (2)

This service applies to Customers that do not subscribe to the Birch Basic Line local exchange service.

A. Toll Service

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

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
\$100 Per Month Commitment	\$0.069	30 seconds	6 seconds
\$500 Per Month Commitment	\$0.065	30 seconds	6 seconds
Monthly Recurring Charge	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing</u>
\$4.95 (I) per line	\$0.099	30 seconds	6 seconds

(1) These rates apply to Residential Customers subscribing to the Company's local exchange residential packages as defined in the Company's Local Exchange ICC Tariff No. 2.

(2) Effective April 18, 2009, this service is no longer offered.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.4 Service Rates (Cont'd.)

5.4.3 Birch Business Long Distance Only (Cont'd.)

A. Toll Service (Cont'd.)

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

1. Rates

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
\$100 Per Month Commitment	\$0.089	30 seconds	6 seconds
\$500 Per Month Commitment	\$0.089	30 seconds	6 seconds

2. Charges

	<u>Per Line</u>
1. Monthly Recurring Charge	\$5.00

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.5 Miscellaneous Services

5.5.1 Default Rate

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

Rate: \$0.099

5.5.2 Directory Assistance

Rate Per Request

A. Local	See Birch Telecom Tariff ICC No. 1 for rates.
B. Long Distance	
- Sent Paid	\$2.88
- Third Number, Special Billing, Calling Card	\$2.88
C. National	
- Sent Paid	\$2.88
- Third Number, Special Billing, Calling Card	\$2.88

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.5 Miscellaneous Services (Cont'd.)

5.5.3 Non-recurring Charges

Non-recurring charges apply to all Company business and residential products

Toll Service products:

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

Toll Free products:

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

5.5.4 International Block

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

A. Rates and Charges

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

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



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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.6 Promotions

From time to time, the Company may engage in promotional offerings or trials designed to attract new Customers, to stimulate usage, to test potential new services, and/or to increase existing Customer awareness of the Company's services. In connection with those promotional offerings or trials, the Company may offer special rate incentives and waive in full or in part Installation/Move Charges and service and equipment charges. These offerings may be limited to certain services, dates, times of day and/or locations determined by the Company.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates

All Services listed in this section are grandfathered to existing Customers at their existing locations. If the Customer of record changes, or if the Service is moved or disconnected the Service will no longer be available and Customer must subscribe to an alternate Service.

5.7.1 Primus Services and Rates

A. Description of Services

Carrier provides interexchange telecommunications services, including switched and dedicated access long distance communications service. Calls are rated based on the duration of the call.

B. Calculation of Usage Rates

Billing for calls placed over Carrier's network is based in part on the duration of the call. Billing is in six second, eighteen second or minute increments, with a minimum call length of not less than six seconds. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch. A call is terminated when either party (called or calling) hangs up. Upon request of the Subscriber, credit will be provided for uncompleted calls/wrong numbers

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.1 Primus Services and Rates (Cont'd.)

C. Calculation of Usage Rates (Cont'd)

1. Calculation of Distance

Usage charges are based the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involve, as specified in AT&T Tariff F.C.C. No. 10.

Step 1- Obtain the "V" and "H" coordinates for the rate center of the originating and the destination points.

Step 2 - Obtain the difference between the "V" coordinates and the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the square of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 and by ten (10). Round to the next higher whole number if an fraction results from the division.

Step 6 - Obtain square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating rate centers of the cell.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.1 Primus Services and Rates (Cont'd.)

C. Calculation of Usage Rates (Cont'd)

2. Timing of Calls

- a. Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard Industry answer detection methods, including hardware and software answer detection.
- b. Chargeable time for all calls ends when one of the parties disconnects from the call.
- c. Minimum call duration for billing purposes is six (6) seconds unless otherwise specified in the individual rate schedules of this tariff.
- d. Calls are measured and billed in six (6) second increments unless otherwise indicated in this tariff. Any partial six (6) second increment is rounded up to a full increment

3. Time-Of-Day Rate Periods

None of Primus' offerings are presently time-of-day sensitive.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.1 Primus Services and Rates (Cont'd.)

D. Message Telecommunications Services

Message Telecommunications Services consist of the furnishing of message telephone service between telephone stations located within the state.

Per Minute Rate: \$0.125

E. Primus Prime Link

Primus Prime Link is a basic long distance offering of dial 1 +, toll free, and calling card services to residential customers. Billing is in initial (30) thirty second and additional six (6) second increments with a minimum calling duration of thirty (30) seconds.

Intrastate Rate: \$0.13

F. Primus Prime Link

Primus Prime Link is a basic long distance offering of dial 1 +, toll free, and calling card services to residential customers. Billing is in initial (30) thirty second and additional six (6) second increments with a minimum calling duration of thirty (30) seconds.

Intrastate Rate: \$0.13

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.1 Primus Services and Rates (Cont'd.)

G. Primus Business Lin

Primus Business Link is a basic long distance offering to dial 1 +, toll free, J and calling card services to non-residential customers. Customers on this I plan are subject to the following rates and charges for both domestic and I international calling. Billing is in initial (30) thirty second and additional I six (6) second increments with a minimum calling duration of thirty (30) I seconds

Intrastate Rate: \$0.13

H. Planet Talk

Planet Talk is offered to new on-net customers that have non-residential business lines. Customers must originate all outbound calls from the following LATAs: 132, 236, 458, 460, 730, and 952. Customers on this plan are subject to the following rates. These rates are only available to locations that are on-net. Billing is in initial six (6) second and additional six (6) second increments

Switched	Dedicated
\$0.125	\$0.118

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.1 Primus Services and Rates (Cont'd.)

I. Postpaid Travel Card Service

Postpaid travel card service is available to Customers of Carrier's long distance services. Customers will reach Carrier's network via a toll free number. A Customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Customer's regular monthly bill.

Per Minute Rate: \$0.25

J. Pnmus Advantage

Primus Advantage is a long distance offering of dial 1 + (MTS), toll free 1 (800), and calling card services to residential customers. Billing is in I initial thirty (30) second and additional six (6) second increments with a I minimum call duration of thirty (30) seconds

Intrastate Per Minute Rate: \$0.13  
Monthly Recurring Charge: \$3.00

K. Postpaid Travel Card Service

Postpaid travel card service is available to Customers of Carrier's long distance services. Customers will reach Carrier's network via a toll free number. A Customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Customer's regular monthly bill.

Per Minute Rate: \$0.25

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.1 Primus Services and Rates (Cont'd.)

L. Prepaid Debit Travel Card Service

Prepaid debit travel card service is a prepaid long distance calling card service under which Users purchase cards in predetermined amounts for long distance usage. Two types of prepaid debit travel cards are offered: refreshable or disposable. With refreshable cards, Customers can increase the balance on the card by contacting Carrier. Disposable cards are not refreshable. The service is accessed through a toll-free number. As Users access the service their usage and required truces are automatically deducted from the remaining card balance. Cards are available in different denominations ranging from \$1.00 - \$250.00. Depending upon denomination, rates are as follows.

Per Minute Rate

\$0.60  
0.50  
0.40  
0.30  
0.25  
0.20



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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.1 Primus Services and Rates (Cont'd.)

M. Primus Prepaid Calling Card

Primus Prepaid Card Service provides an outbound voice grade communications service for calls charged to the Primus Prepaid Calling Card. Primus Prepaid Calling Card is accessed using a toll free number printed on the card (as well as terms and conditions, features and functions). Calls must be charged against a Primus Prepaid Calling Card that has a sufficient balance.

Primus pricing and charges are based on a rate per minute charge and a per call surcharge. This rate per minute is exclusive of taxes. Cards are billed in full minute increments. Primus Prepaid Service is available twenty-four hours a day, seven days a week. PPCCs are not rechargeable.

Rate per minute	\$0.25
Surcharge per call:	\$0.35

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.1 Primus Services and Rates (Cont'd.)

N. Corporate Promotional Prepaid Calling Card

The Corporate Promotional Prepaid Calling Card is a promotional calling card for use by companies. The Corporate Promotional Prepaid Calling Card's pricing and charges are based on a rate per minute option. This rate per minute is exclusive of taxes. Additionally, cards are billed in full minute increments. Service is available twenty-four (24) hours a day, seven days a week. These cards are not re-chargeable.

Rate per minute:	\$1.00
Surcharge per call:	\$0.35

O. Darrel Green Youth Life Foundation (DGYLF) Prepaid Calling

The DGYLF Prepaid Calling Card is a promotional card to be used by Primus and the DGYLF for fundraising and promotional give aways. The DGYLF Prepaid Calling Card's pricing and charges are based on a rate per minute option. This rate per minute is exclusive of taxes. Additionally, cards are billed in full minute increments. Service is available twenty-four (24) hours a day, seven days a week. These cards are not re-chargeable.

Rate per minute:	\$0.30
Surcharge per call:	\$0.35

P. Long Distance Directory Assistance

Long Distance directory assistance is available at \$0.75 per inquiry

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.1 Primus Services and Rates (Cont'd.)

Q. Globe-Talk Prepaid Calling Card

Globe-Talk Prepaid Calling Card Service provides an outbound voice grade communications service for calls charged to the Globe-Talk Prepaid Calling Card. The Globe-Talk Prepaid Calling Card is accessed using a toll free number. Calls must be charged against a Globe-Talk Prepaid Calling Card that has a sufficient balance to originate a call.

Pricing and charges are based on a rate per call charge and a per call surcharge. This rate per minute is exclusive of taxes. Additionally, cards are billed in one minute increments. Primus Prepaid Service is available twenty-four (24) hours a day, seven days a week. These cards are not rechargeable.

	Volume	Rate
Intrastate Rate Per minute	\$5.00	\$0.64
	\$25.00	\$0.25

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.2 Telegroup Services and Rates

services offered under the Telegroup trade name and are available to Primus subscribers who were subscribers of Telegroup, Inc. on the date of July 1, 1999.

A. Telegroup Spectra Basic

Spectra Basic is a switched outbound calling plan targeting business Customers with an estimated minimum monthly usage of at least \$100.00. Calls are billed in six (6) second increments following a minimum billing period of six (6) seconds. There are no minimum monthly usage requirements, however, Customers spending less than \$50.00 will be billed a monthly charge of \$5.00. Intrastate service is offered in conjunction with Interstate service.

Discounted pricing is available to Customers based on estimated usage as follows:

Per Minute Rate: \$0.0890

Estimated/Actual Usage	Discoun
\$0 * \$499.99	0%
\$500 - \$999.99	2.5%
\$1,000 - \$1,499.99	5%
\$1,500 - over	7.5%

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.2 Telegroup Services and Rates (Cont'd.)

B. Telegroup Spectra Premium

Telegroup Spectra Premium is a combined switched outbound and inbound calling plan targeting business Customers with an estimated minimum monthly usage of at least \$100.00. Calls are billed in six (6) second increments following a minimum billing period of six (6) seconds. There are no subscription fees, however, Customers with total billing of less than \$50.00 will be billed a monthly low-usage charge of \$5.00. Intrastate service is offered in conjunction with Interstate service.

Discounted pricing is available to Customers based on estimated usage as follows (the Company reserves the right to adjust pricing to the proper level after three months of actual usage):

Per Minute Rate: \$0.0890

Estimated/ Actual Usage	Discount
\$0 - \$499	0%
\$500 - \$999.99	2.5%
\$1,000 - \$1,499.99	5%
\$1,500 - over	7.5%

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.2 Telegroup Services and Rates (Cont'd.)

C. Telegroup Spectra Business

Spectra Basic is a combined switched outbound and inbound calling plan targeting business customers with an estimated minimum monthly usage of at least \$100.00. Calls are billed in six (6) second increments following a minimum billing period of six (6) seconds. There are no subscription fees, however, Customers spending less than \$50.00 will be billed a monthly charge of \$5.00. Intrastate service is offered in conjunction with Interstate service.

Discounted pricing is available to Customers based on estimated usage as follows (the Company reserves the right to adjust pricing to the proper level after three months of actual usage):

	Outbound	Inbound
Per Minute Rate	\$0.089	\$0.094

Estimated/Actual Usage	Discount
\$0 - \$499.99	0%
\$500 - \$999.99	2.5%
\$1,000 - \$1,499.99	5%
\$1,500 - over	7.5%

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.2 Telegroup Services and Rates (Cont'd.)

D. Telegroup Spectra Dedicated

Spectra Dedicated is a combined dedicated TI access outbound and inbound calling plan targeting business Customers with an estimated minimum monthly usage of at least \$1,000.00. Calls are billed in six (6) second increments following a minimum billing period of six (6) seconds. There are no subscription fees, however, Customers with total billing of less than \$50.00 will be billed a monthly low-usage charge of \$5 .00. In addition, there is a minimum monthly usage charge of \$5.00 per 800/888 number. Intrastate service is offered in conjunction with Interstate service. Options 1 and 2 are distinguished by underlying carrier.

Discounted pricing is available to Customers based on estimated usage as follows (the Company reserves the right to adjust pricing to the proper level after three months of actual usage):

	Outbound	Inbound
Option 1	\$0.089	\$0.150
Option 2	\$0.085	0.085

Estimated/ Actual Usage	Discount I
\$0- \$499.99	0%
\$500 - \$999.99	2.5%
\$1,000 - \$1,499.99	5%
\$1,500 - over	7.5%

INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.2 Telegroup Services and Rates (Cont'd.)

E. Telegroup Global Access USA

Global Access USA is an outbound calling plan that is accessed via a Company designated toll-free access number. Calls are billed in six (6) second increments following a minimum billing periods of thirty (30) seconds. There are no subscription fees, however, Customers spending less than \$50.00 will be billed a monthly charge for \$5.00. The plan does not require that the Customer be presubscribed to Telegroup, nor does it require an authorization code. The plan only requires that the calling number be recognized as belonging to a Global Access USA subscriber. Calls from non-equal access areas, cellular phone, or any other form of call origination that fails to deliver automatic number identification (ANI) to Telegroup, will be blocked. Intrastate service is offered in conjunction with Interstate service.

Discounted pricing is available to Customers based on estimated usage as follows (the Company reserves the right to adjust pricing to the proper level after three months of actual usage):

Usage Rates:	Per Minute Rate:	\$0.1500
	Per Call Surcharge:	\$0.0000

Estimated/ Actual Usage	Discount
\$0 - \$499.99	0%
\$500 - \$999.99	2.5%
\$1,000 - \$1,499.99	5%
\$1,500 - \$1,999.99	7.5%
\$2,000 - 2,499.99	10%
\$2,500 - 2,999.99	12.5%
\$3,000 - over	15%

Issue Date: May 23, 2018

Effective Date: May 24, 2018

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.2 Telegroup Services and Rates (Cont'd.)

F. Telegroup Global Access Direct

Global Access Direct is an outbound calling plan that is accessed via a Company\* designated toll-free access number. Calls are billed in six (6) second increments following a minimum billing period of thirty (30) seconds. There are no minimum monthly usage requirements, however, Customers spending less than \$50.00 will be billed a monthly charge of \$5.00. The plan does not require that the Customer be presubscribed to Telegroup, nor does it require an authorization code. The plan only requires that the calling number be recognized as belonging to Global Access Direct subscriber. Calls from non-equal access areas, cellular phones, or any other form of call origination that fails to deliver automatic number identification (ANI) to Telegroup, will be blocked. Intrastate service is offered in conjunction with Interstate service.

Global Access Direct is available to Customers whose estimated monthly usage exceeds \$100. The Company reserves the right to periodically review its usage records to ensure that Customers are subscribed to the plans that best align with their demonstrated calling volumes. Discounted pricing is available to Customers based on estimated usage as follows (the Company reserves the right to adjust pricing to the proper level after three months of actual usage):

Usage Rates:	Per Minute Rate:	\$0.1490
	Per Call ~urcharge:	\$0.0000

Estimated/Actual Usage	Discount
\$0-	0%
\$500 - \$1,000	2.5%
\$1,000 - \$1,500	5%
\$1,500 - over	1.5%

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.2 Telegroup Services and Rates (Cont'd.)

G. Telegroup Global Access Telecard Service

Global Access Telecard Service is available in conjunction with other Telegroup services, or as a stand-alone offering. The service is typically used for originating telephone calls while away from home or office. Service is accessed by dialing the Company-designated toll -free access number, a valid authorization code, and the destination number. Calls are billed in six (6) second increments following a minimum billing period of thirty (30) seconds. Intrastate service is offered in conjunction with Interstate service.

Enhanced calling features are available with Global Access Telecard Service. These services may involve additional charges.

Discounted pricing is available to Customers based on estimated usage as follows (the Company reserves the right to adjust pricing to the proper level after three months of actual usage):

Usage Rates:	Per Minute Rate:	\$0.1890
	Per Call Surcharge:	\$0.0000

Estimated/ Actual Usage	Discount
\$0 - \$500	0%
\$500 - \$1,000	2.5%
\$1,000 - \$1,500	5%
\$1,500 - over	7.5%

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.2 Telegroup Services and Rates (Cont'd.)

H. Telegroup Pre-Paid Calling Card

Telegroup's Pre-Paid Card allows customers to pay a fixed dollar amount in advance for long distance calling. Customers must dial an access code from a touch tone phone to use the service. Card accounts are decremented for each minute of use; fractional call minutes are rounded up to the nearest full minute. As calls are placed, charges for the call are deducted on a real-time basis until the full amount of the card is exhausted. Customers will be notified in advance of the exhaustion of the card. An expiration date, if applicable, is printed on the card. Calls are limited to direct dial calls. Air to ground services, as well as calls to 500, 700 or 900 numbers are blocked.

The Telegroup Pre-Paid Calling Card is available for use twenty-four hours a day, seven days a week. Long Distance taxes are included in the purchase price of the card.

A Pre-Paid Calling Card account is established upon receipt of payment by the Company. the Company reserves the right to determine acceptable types of payment.

Twelve months after activation of the Pre-Paid Calling Card account, a monthly service fee of \$5.00 will be automatically deducted from the remaining account balance. This fee will be charged each month until the account balance reaches zero.

Enhanced calling features, such as Voice Mail, Fax Store and Forward, Fax Broadcast, Conference Calling and Voice Recognition are available with Telegroup's Pre-Paid Calling Card Service. These services may involve additional charges.

Three Cared types are available: Standard, Sponsor and Collectible

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.2 Telegroup Services and Rates (Cont'd.)

H. Telegroup Pre-Paid Calling Card (Cont'd.)

1. Standard Cards

Standard cards are sold to customers for normal use of the service.

Card Denominations	Rate Per Minute
cards « or = \$25	\$0.2100
cards » \$25	\$0.1750

2. Sponsor Cards

The Pre-Paid Calling Card Sponsor Program is offered to organizations or commercial entities for distribution to their members, patrons or customers. The marketing vehicle and expiration period is selected by the sponsor upon joint agreement between the Company and the sponsor. The sponsor is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The sponsor may distribute the Carrier's debit card accounts at reduced rates or free of charge to end users. At the option of the Sponsor, these cards may not be replenishable. The Company reserves the right to approve or reject any image and to specify the customer information language and use of the Carrier's trade mark, trade name, service mark or other image on the card.

Card Denominations	Rate Per Minute
All	\$0.40

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.2 Telegroup Services and Rates (Cont'd.)

H. Telegroup Pre-Paid Calling Card (Cont'd.)

3. Collectible Cards

The Company may provide Pre-Paid Calling Card Service where the card itself has a value (for example, the picture or logo of a licensed property on the face of the card or because of the materials used in the manufacture of the card) that is distinct from the value of the telecommunications service. The available usage balance will be depleted in accordance with the rates listed below. The retail price will include both the telecommunications value and the card value. Collectible cards may be offered directly by Telegroup, or in connection with its Sponsor program.

The Pre-Paid Collectible Card Sponsor Program is offered to organizations or commercial entities for distribution to their members, patrons or customers. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor may distribute the Carrier's debit card accounts at reduced rates or free of charge to end users. At the option of the Sponsor, these cards may not be replenishable. The Company reserves the right to approve or reject any image and to specify the customer information language and use of the Carrier's trade mark, trade name, service mark or other image on the card.

Card Denominations	Rate Per Minute <sup>1</sup>
All	\$0.50

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.2 Telegroup Services and Rates (Cont'd.)

I. Directory Assistance

A Directory Assistance charge applies per intrastate directory assistance call. The customer may make two (2) requests for a telephone number per call. The Directory Assistance charge applies regardless of whether the operator is able to supply the requested number.

Per call to directory assistance                      \$0.70

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.3 Trescom Services and Rates

This section applies to formerly offered under the TresCom U.S.A., Inc. trade name and are available to Primus subscribers who were formerly subscribers of TresCom U.S.A., Inc., on the date of October 1, 1999. .

A. Switched Outbound Service I

Switched Network Service I is designed for business and residential use. Calls are billed in six (6) second increments. The minimum call duration for billing purposes is thirty (30) seconds. No minimum commitment is required. Calls originate from Customer-provided standard business or residential switched access lines. Specific Switched Outbound Services are as follows:

TOTAL WATS	Business customers spending over \$300 per month
BUSINESS WATS	Business Customers spending between \$150 and \$300 per month
LASER WATS	Residential and Business Customers spending less than \$150 per month

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.3 Trescom Services and Rates (Cont'd.)

B. Dedicated Outbound Service I

Dedicated Network Service I is available to business Subscribers for outbound calling. Service is provided for both interstate and intrastate calling. Calls are billed in six (6) second increments. The minimum call duration for billing purposes is thirty (30) seconds. No minimum commitment is required. Calls originate from Customer-provided dedicated access lines. Specific Dedicated Outbound Services are as follows:

PLAN A	Business Customers spending over \$5,000 per month
PLAN B	Business Customers spending over \$4,000 per month
PLAN C	Business Customers spending over \$3,000 per month

C. Switched 800 Service I

Switched 800 Service I is available to business Subscribers for incoming calls. Calls originate from any interstate or intrastate location over an 800 number and terminate to a Customer-provided business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments. The minimum call duration for billing purposes is thirty (30) seconds.



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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.3 Trescom Services and Rates (Cont'd.)

D. Dedicated 800 Service I

Dedicated 800 Service is available to business Subscribers for incoming calls. Calls originate from any interstate or intrastate location over an 800 number and terminate to a Customer-provided dedicated access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments. The minimum call duration for billing purposes is thirty (30) seconds.

PLAN A	Business Customers spending over \$5,000 per month
PLAN B	Business Customers spending over \$4,000 per month
PLAN C	Business Customers spending over \$3,000 per month

E. Travel Card Service

Travel Card Service is available to residential and business Subscribers for placing calls while away from home or office. Calls are originated by dialing a 1-800 access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. A per call charge and usage charges apply. Calls are billed in one minute increments. The minimum call duration for billing purposes is one minute.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.3 Trescom Services and Rates (Cont'd.)

F. TeraFon Service

TeraFon is a fully-integrated business service designed to meet the communication needs of businesses with outbound and/or inbound service requirements. TeraFon provides both switched and dedicated access capabilities. All services, switched and dedicated, inbound and outbound, are billed in six (6) second increments with a six (6) second minimum billing period.

TeraFon encompasses several pricing options with varying Minimum Monthly Revenue Commitments (MMRC) that reflect common spending patterns of the business customer. International, interstate, intrastate and calling card calls contribute to the calculation of gross monthly usage associated with the corresponding MMRC. Directory assistance and operator service charges do not apply to the calculation of gross monthly usage.

The MMRC is applied to a single access type (switched or dedicated). The MMRC may be applicable to a single service type (outbound, inbound or travel) or to a combination of the three service types (outbound, inbound and travel). An account with inbound, outbound and travel service, utilizing the same access type, will only have one MMRC.

Each TeraFon account will benefit from a 90-day ramp-up period in which to accrue sufficient usage to meet the corresponding MMRCs. Once the ramp-up period has expired, customers billing less than the product MMRC will automatically be assessed a fee equivalent to the difference between actual gross usage and the pre-determined MMRC amount.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.3 Trescom Services and Rates (Cont'd.)

F. TeraFon Service (Cont'd.)

Several TeraFon service options contain term plan agreements. Customers terminating service prior to the expiration date of their term plan agreement will be assessed the MMRC for the months remaining in the term plan agreement. The termination liability will be billed in one lump sum and payment is required within thirty (30) days of cancellation.

TeraFon Basic Service

TeraFon Basic Service affords both outbound capabilities over switched access lines, and inbound calling capabilities over customer-provided business switched access lines.

TeraFon Dedicated Service

TeraFon Dedicated Service affords both outbound and inbound calling capabilities over customer-provided dedicated access lines.

TeraFon Basic Switched Service

TeraFon Basic Service affords both outbound capabilities over switched access lines. Inbound calling capabilities terminate to customer-provided business switched access lines.

TeraFon 250 Switched Service

This service is available to customers willing to commit to an MMRC of \$250 per month and a twelve (12) month term plan. TeraFon 250 service affords both outbound and inbound calling capabilities over switched facilities. Inbound calls terminate over customer-provided business switched access lines.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.3 Trescom Services and Rates (Cont'd.)

F. TeraFon Service (Cont'd.)

TeraFon 1000 Switched Service

This service is available to customers willing to commit to an MMRC of \$1000 per month and a twelve (12) month term plan. Terafon 1000 service affords both outbound and inbound calling capabilities. TeraFon 1000 offers both inbound and outbound calling capabilities over switched access facilities. TeraFon 1000 inbound calls terminate to a customer-provided business switched access line.

TeraFon 2500 Dedicated Service

This service is available to customers willing to commit to an MMRC of \$2500 per month and a twelve (12) month term plan. TeraFon Dedicated Service affords both outbound and inbound calling capabilities over customer-provided dedicated access lines.

TeraFon 5000 Dedicated Service

This service is available to customers willing to commit to an MMRC of \$5000 per month and a twelve (12) month term plan. TeraFon Dedicated Service affords both outbound and inbound calling capabilities over customer-provided dedicated access lines.

TeraFon 10,000 Dedicated Service

This service is available to customers willing to commit to an MMRC of \$10,000 per month and a twelve (12) month term plan. TeraFon Dedicated Service affords both outbound and inbound calling capabilities over customer-provided dedicated access lines.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.3 Trescom Services and Rates (Cont'd.)

G. Terafon Basic Service for Home

Terafon Basic Service for Home is a direct dial service available to residential customers. All calls originate over switched access line. Calls are billed in one (1) minute increments with an initial call duration for billing purposes of one (1) minute

H. TeraFon Long Distance PrePaid Calling Card Service

TeraFon Long Distance PrePaid Calling Card Service is available to residential and business Customer for placing calls while away from home or office. Calls are originated by dialing the 800 access number printed on the card, followed by a personal identification number and destination number. Debit card accounts maintain a balance which is depleted on a real-time basis as calls are placed

Customers are notified of their remaining account balance at the beginning of each call. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in one ( 1) minute increments. The minimum call duration for billing purposes is one (1) minute. TeraFon Long Distance PrePaid Calling Card is available 24 hours a day, seven days per week. The number of available cards is subject to technical limitations. Cards will be offered to customers on a first come, first served basis.

Each time the card is used, the end user will hear a message describing the number of minutes remaining. At sixty (60) seconds prior to the final balance running out, the user will hear a warning announcement. With thirty (30) seconds remaining, a reminder tone will be sound and the call will be disconnected automatically with zero (0) seconds remaining.

The following call types cannot be completed utilizing the TeraFon Prepaid calling card: 500, 700, 800, and 900 numbers, calls requiring the quotation of time and charges, and air to ground and high seas service.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.3 Trescom Services and Rates (Cont'd.)

I. TeraFon Long Distance PrePaid Calling Card Service - I (Cont'd)

All calls must be charged against a TresCom Debit Card that has sufficient available balance. Payment for the TresCom Debit Card and any Available Usage in a Customer's Debit Account is non-refundable. TresCom shall not be liable or responsible for theft, loss or unauthorized use of the TeraFon Prepaid Calling Card.

J. TeraFon Long Distance PrePaid Calling Card - Sponsor Program

The Debit Card Sponsor Program is offered to organizations or commercial entities for distribution to their members or patrons. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Carrier's debit card accounts at reduced rates or free of charge to end users for promotional purposes. At the option of the sponsor, these cards may not be replenishable. The Company reserves the right to approve or reject any image and to specify the customer information language and use of the Carrier's trade mark, trade name, service mark or other image on the card.

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.3 Trescom Services and Rates (Cont'd.)

K. Operator Assisted Services

The Company provides the Customer operator assisted services on a per call service charge basis. In addition to the per call service charge, mileage-sensitive usage rates apply. The company's operator services are accessible on a twenty-four (24) hour per day seven (7) days per week basis.

The use of the Company's operator services allows the Customer to select from the special call handling or billing arrangements specified within. Call rates and applicable service charges will be assessed to the call originator, the called party's telephone number based on the call type (i.e. operator dialed, collect, third party billed, credit card billed or customer dialed credit card billed without the use of an operator's assistance) initiated by the call originator and the appropriate acknowledgement of other parties, where applicable.

L. Directory Assistance

A Long Distance Directory Assistance charge applies to each call to the Directory Assistance Bureau utilizing the services of the Company. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Directory Assistance charges are not discounted and will not count toward, nor be calculated as part of Volume Discounts offered under any TresCom rate plan.

INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.3 Trescom Services and Rates (Cont'd.)

M. Trescom Rates

Each Customer is charged individually for each call placed through the Company. Charges are computed on an airline mileage basis as described in Section 3.2 of this tariff.

Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration.

Customers are billed based on their use of TresCom's long distance service. No installation charges or fixed monthly recurring charges apply

1. Switched Outbound Services

a. Total WATS

Mileage	Initial 30 seconds or fraction			Each Additional 6 seconds or fraction		
	DAY	NIGHT	EVENING	DAY	NIGHT	EVENING
All	.0695	.0575	.0575	.0139	.0115	.0115

b. Business WATS

Mileage	Initial 30 seconds or fraction			Each Additional 6 seconds or fraction		
	DAY	NIGHT	EVENING	DAY	NIGHT	EVENING
All	.0745	.0635	.0600	.0149	.0127	.0120

c. Laser WATS

Mileage	Initial 30 seconds or fraction			Each Additional 6 seconds or fraction		
	DAY	NIGHT	EVENING	DAY	NIGHT	EVENING
All	.0795	.0675	.0650	.0159	.0135	.0130



INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.3 Trescom Services and Rates (Cont'd.)

M. Trescom Rates (Cont'd.)

2. Dedicated Outbound Service

Mileage	Initial 30 seconds or fraction			Each Additional 6 seconds or fraction		
	DAY	NIGHT	EVENING	DAY	NIGHT	EVENING
All Plan A	.0450	.0450	.0450	.0090	.0090	.0090
All Plan B	.0475	.0475	.0475	.0095	.0095	.0095
All Plan C	.0500	.0500	.0500	.0100	.0100	.0100

3. Switched 800 Service

Mileage	Initial 30 seconds or fraction			Each Additional 6 seconds or fraction		
	DAY	NIGHT	EVENING	DAY	NIGHT	EVENING
All Plan A	.0845	.0845	.0845	.0169	.0169	.0169
All Plan B	.0894	.0894	.0894	.0179	.0179	.0179
All Plan C	.0925	.0925	.0925	.0185	.0185	.0185

Service

Fees:

Plan A - \$20.00 per month  
 Plan B - \$15.00 per month

Plan C - \$15.00 per month

INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.3 Trescom Services and Rates (Cont'd.)

M. Trescom Rates (Cont'd.)

4. Dedicated 800 Service

Mileage	Initial 30 seconds or fraction			Each Additional 6 seconds or fraction		
	DAY	NIGHT	EVENING	DAY	NIGHT	EVENING
All Plan A	.0550	.0550	.0550	.0110	.0110	.0110
All Plan B	.0600	.0600	.0600	.0120	.0120	.0120
All Plan C	.0650	.0600	.0600	.0130	.0120	.0120

5. Travel Card Service

The following rates apply to calls made via Travel Card Service.

	Per Minute Rate	Per Call Surcharge	
		Presubscribed Customer	Casual Calling Customer
Business Card	\$0.235	None	.25
Residential Card	\$0.350	.25	.50

  

Mileage	Initial Minute	Each Addl Minute
	DAY/NON-DAY	DAY/NON-DAY
All	.5000	.2000

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.3 Trescom Services and Rates (Cont'd.)

M. Trescom Rates (Cont'd.)

6. TeraFon Service

TeraFon Basic Service

TeraFon Basic Service affords both outbound capabilities over switched access lines, and inbound calling capabilities over customer-provided business switched access lines

	Per Minute Rate
Switched Outbound Service	\$0.2125
Switched 800 Service	\$0.1690

TeraFon Dedicated Service

TeraFon Dedicated Service affords both outbound and inbound calling capabilities over customer-provided dedicated access lines.

	Per Minute Rate
Switched Outbound Service	\$0.1915
Switched Inbound Service	\$0.1490

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.3 Trescom Services and Rates (Cont'd.)

M. Trescom Rates (Cont'd.)

6. TeraFon Service (Cont'd.)

TeraFon Basic Service	Per Minute Rate
Switched Outbound Service	\$0.1500
Switched Inbound Service	\$0.1700

TeraFon 250 Switched Service	Per Minute Rate
250 Switched Outbound Service	\$0.1450
250 Switched Inbound Service	\$0.1500

TeraFon 1000 Switched Service	Per Minute Rate
1000 Switched Outbound Service	\$0.1450
1000 Switched Inbound Service	\$0.1450

TeraFon 2500 Dedicated Service	Per Minute Rate
Dedicated Outbound Service	\$0.0950
Dedicated Inbound Service	\$0.1000

TeraFon 5000 Dedicated Service	Per Minute Rate
Dedicated Outbound Service	\$0.0900
Dedicated Inbound Service	\$0.0925

TeraFon 10.000 Dedicated Service	Per Minute Rate
Dedicated Outbound Service	\$0.0850
Dedicated Inbound Service	\$0.0900

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.3 Trescom Services and Rates (Cont'd.)

M. Trescom Rates (Cont'd.)

7. TeraFon Basic Service for Home

All calls are billed in one (1) minute initial and additional increments.

	Peak	Off Peak
Per Minute Rate	\$0.16	\$0.13

8. TeraFon Long Distance PrePaid

Calling Card Service - Per Minute Rate: \$0.40

9. TeraFon Long Distance PrePaid Calling Card Service - Sponsor Program

Per Call Rate: \$0.40

INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (Cont'd.)

5.7 Primus Telecommunications Services and Rates (Cont'd.)

5.7.3 Trescom Services and Rates (Cont'd.)

M. Trescom Rates (Cont'd.)

10. Operator Service

	1st Minute	Add. Minute
1-10	.2204	.1944
11-22	.2334	.2204
23-55	.2464	.2334
56-124	.2772	.2593
125-292	.2982	.2852
293-430	.3112	.2982

Per Call Surcharges:

Consumer Dialed (0+)

Collect, Third Party Billed, Coin, Calling Card	\$2.60
Person-to-person	\$4.67

Operator Dialed (0-)

Collect, Third Party Billed, Coin, Calling Card	\$3.89
Person-to-person	\$5.96

11. Directory Assistance

Per Call Charge	\$0.75
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