
INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES - MICHIGAN

BIRCH TELECOM OF THE GREAT LAKES, INC.
dba BIRCH COMMUNICATIONS (T)

**Intrastate Interexchange Telecommunications
Services Tariff**

This tariff contains the rates, terms and conditions applicable to the provision of intrastate interexchange telecommunications services in the State of Michigan by Birch Telecom of the Great Lakes, Inc. This tariff can be inspected during normal business hours at the Company's principal place of business:

Birch Telecom of the Great Lakes, Inc. dba Birch Communications (T)
2300 Main St. Suite 600
Kansas City, MO 64108

Wherever in this Tariff or its headings, the term "Company" or the name Birch Telecom of the Great Lakes, Inc, "Birch Telecom" or "Birch" appears, that shall mean and shall refer to Birch Telecom of the Great Lakes, Inc. dba Birch Communications. (T)
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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES - MICHIGAN

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES - MICHIGAN

1. 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, Inc. (the "Company").

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

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES - MICHIGAN

2. DEFINITIONS

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

Company, the – Birch Telecom of the Great Lakes, Inc., unless the context indicates otherwise.

Commission – The Michigan Public Service Commission, unless the context indicates otherwise.

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

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

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

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

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

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 travel 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.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES - MICHIGAN

3. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE

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

3.2. Rules and Regulations

3.2.1 Undertaking of the Company

- A. The Company undertakes to furnish telecommunications service pursuant to this tariff in connection with one-way and/or two-way information transmission between points in different exchanges within the State of Michigan.
- 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 equipment or facilities additions, removals or rearrangements; routine preventive maintenance; or other service-affecting activities that may occur in normal operation of the Company's business. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from wiring or equipment damage, notification to the Customer may not be possible.
- E. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

3.2.2 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.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES - MICHIGAN

3. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

3.2. Rules and Regulations (continued)

3.2.3 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 one month (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.

3.2.4 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 4.2.5 herein. The extension of credit allowances as described in Section 4.2.5 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.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES - MICHIGAN

3. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

3.2. Rules and Regulations (continued)

3.2.4 Liability (continued)

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

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES - MICHIGAN

3. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

3.2. Rules and Regulations (continued)

3.2.5 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 4.2.4 herein and the terms of Section 4.2.6 herein. Customer is obligated to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance.

3.2.6 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 Michigan, 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.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES - MICHIGAN

3. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

3.2. Rules and Regulations (continued)

3.2.6 Responsibility of the Customer (continued)

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.

C. Cancellation by Customer

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

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES - MICHIGAN

3. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

3.2. Rules and Regulations (continued)

3.2.6 Responsibility of the Customer (continued)

D. Payment and Charges for Service

1. Charges for service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis on or about the same day each month. Service continues to be provided until canceled by Customer or by the Company in accordance with provisions of this tariff.
 2. The Company will not alter the billing cycle unless affected customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required when a customer requests a number or billing change or when the customer disconnects and reconnects service or transfers service from one premises to another.
 3. Payment will be due pursuant to applicable Commission rules. The Company includes its name and its toll-free telephone number on all invoices.
 4. 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, 800; 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.
 5. 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.
6. Customer is liable for all costs associated with collecting past due charges, including all attorney's fees.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES - MICHIGAN

3. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

3.2. Rules and Regulations (continued)

3.2.6 Responsibility of the Customer (continued)

D. Payment and Charges for Service (continued)

7. Billing information shall be detailed on each Customer invoice.
8. 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.

E. Deposits

The Company reserves the right to examine the credit record of all service applicants as stated above and require a security deposit, not to exceed two month's estimated charges for services plus thirty (30) percent of the monthly estimated charge for a specified Customer. The security deposit will be computed by the Company.

If Customer pays all undisputed charges for 12 consecutive billing cycles, the deposit shall be promptly refunded along with accrued interest, or credited to future charges on subsequent bills.

F. Bad Check Charge

The Company will bill Customer a one-time charge 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 as follows:

<u>Minimum</u>	<u>Maximum</u>
\$20.00	\$40.00

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES - MICHIGAN

3. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

3.2. Rules and Regulations (continued)

3.2.7 Responsibility of the Company

A. Provision of Services

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

B. 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 1/30th 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.

C. Disconnection of Service by the Company

The Company may discontinue service or cancel an application for service 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
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

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES - MICHIGAN

3. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

3.2. Rules and Regulations (continued)

3.2.7 Responsibility of the Company (continued)

C. Disconnection of Service by the Company (continued)

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 these 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
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, 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.

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 proceeding such a day.

Customers shall have a minimum of 21 days from the rendition of a bill to pay the charges stated. Seven (7) days written notice must be given prior to disconnection of service.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES - MICHIGAN

3. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

3.2. Rules and Regulations (continued)

3.2.8 Restoration of Service

If service is disconnected for nonpayment of past due charges, service will be reestablished only upon receipt of payment of all charges past due, which include charges for service and facilities during the period of disconnection. A service restoration fee will be billed in arrears after service has been re-established. 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.

3.2.9 Taxes and Surcharges

Customer is responsible for the payment of all state, local, and E911 taxes (e.g., sales tax) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in this tariff. Any such line item charges will be reflected in the Company's Tariff.

3.2.10 Start of Billing

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

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES - MICHIGAN

3. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

3.2.11 Terminal Equipment

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

3.3 Service Offerings

3.3.1 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 O only, O + telephone number or O + NPA + telephone number for IntraLATA calls.

3.3.2 Travel Card Service

Travel 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 travel calling card which includes instructions for its use.

3.3.3 800 Service

800 Service provides for facilities for the Customer(s) to receive interLATA and intraLATA calls. The Customer will be assigned unique 800 number(s) that, when dialed, will be routed via the Company's network and terminate at Customer's designated local access line(s).

3.3.4 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 4.4. Service Rates.

3.3.5 Conference Service

Conference Service provides a simultaneous connection between three or more points within the State of Michigan.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES - MICHIGAN

3. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

3.4 Service Rates

Business customers subscribing to the Company's local exchange service who commit to a one year or greater service term receive a discounted rate on their long distance service. Refer to the Company's Local Exchange Services Tariff for information on term cancellation penalties.

3.4.1 Toll Service

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

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business	.089	6 seconds	6 seconds

3.4.2 800 Service

Monthly charge per 800 number \$5.00

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

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business	.089	6 seconds	6 seconds

Payphone origination charge - \$.55 per call

Business customers subscribing to the Company's local exchange service who commit to a one year or greater service term receive a discounted rate on their long distance service. Refer to the Company's Local Exchange Services Tariff for information on term cancellation penalties.

3.4.3 Travel Card Service

From any point in Michigan to points in Michigan:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business	\$.20	6 seconds	6 seconds

Payphone origination charge - \$.55 per call

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES - MICHIGAN

3. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

3.4 Service Rates (continued)

3.4.4 Birch Basic Business Line and Trunk

A. Toll Service

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

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business	\$.089	6 seconds	6 seconds

B. 800 Service

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

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business	\$.089	6 seconds	6 seconds

Payphone origination charge - \$.55 per call

C. Travel Card Service

From any point in Michigan to points in Michigan:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business	.20	6 seconds	6 seconds

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES - MICHIGAN

3. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

3.4 Service Rates (continued)

3.4.5 Birch Basic Business Line and Trunk (continued)

Payphone origination charge - \$.55 per call

3.4.6. Birch Business Volume Commitment Plans – Rates

The volume commitment level can be met by a combination of Toll, 800 and Calling Card Services usage.

1. Toll Service

<u>Total Usage – No Volume Commitment</u> See section 3.4.1	<u>Rate Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
<u>Total Usage – \$10.00 Volume Commitment</u> Intrastate	<u>Rate Per Minute</u> \$.055	<u>Minimum</u> 6 seconds	<u>Billing Increment</u> 6 seconds
<u>Total Usage – \$50.00 Volume Commitment</u> Intrastate	<u>Rate Per Minute</u> \$.050	<u>Minimum</u> 6 seconds	<u>Billing Increment</u> 6 seconds
<u>Total Usage – \$100.00 Volume Commitment</u> Intrastate	<u>Rate Per Minute</u> \$.045	<u>Minimum</u> 6 seconds	<u>Billing Increment</u> 6 seconds
<u>Total Usage – \$250.00 Volume Commitment</u> Intrastate	<u>Rate Per Minute</u> \$.040	<u>Minimum</u> 6 seconds	<u>Billing Increment</u> 6 seconds
<u>Total Usage – \$500.00 Volume Commitment</u> Intrastate	<u>Rate Per Minute</u> \$.035	<u>Minimum</u> 6 seconds	<u>Billing Increment</u> 6 seconds
Alaska, Hawaii, Virgin Islands and Puerto Rico	\$.90	6 seconds	6 seconds

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES - MICHIGAN

3. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

3.4 Service Rates (continued)

3.4.6 Birch Business Volume Commitment Plans – Rates (continued)

2. 800 Service

<u>Monthly Usage for Volume Commitment</u>	<u>Rate per minute</u>
No Volume Commitment	.089
\$10.00 Volume Commitment	.055
\$50.00 Volume Commitment	.050
\$100.00 Volume Commitment	.045
\$250.00 Volume Commitment	.045
\$500.00 Volume Commitment	.045

3. Travel Card

<u>Monthly Usage for Volume Commitment</u>	<u>Rate per minute</u>
No Volume Commitment	\$.20
\$10.00 Volume Commitment	.20
\$50.00 Volume Commitment	.20
\$100.00 Volume Commitment	.20
\$250.00 Volume Commitment	.20
\$500.00 Volume Commitment	.20

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES - MICHIGAN

4. ADDITIONAL CHARGES

- | | | | |
|-----|-----------------------------|--------------------|-----|
| 4.1 | Bad Check Charge | \$25.00 | |
| 4.2 | Directory Assistance Charge | \$2.99 per inquiry | (I) |