

Birch Communications, LLC
2323 Grand Blvd., Suite 925
Kansas City, MO 64108

Wyoming Price List No. 2
Original Title Page

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

REGULATIONS AND RATES
for END USER

INTEREXCHANGE TELECOMMUNICATIONS SERVICE
and
DEDICATED ACCESS SERVICE

BIRCH COMMUNICATIONS, LLC

WITHIN WYOMING

This price list applies to the interexchange telecommunications services furnished by Birch Communications, LLC between one or more points within the State of Wyoming.

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EXPLANATION OF SYMBOLS

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

- (C) To signify changed regulation.
 - (D) To signify discontinued rate or regulation.
 - (I) To signify increased rate.
 - (L) To signify material relocated from or to another part of the price list schedule with no change in text, rate, rules or conditions.
 - (M) To signify a move in the location of text.
 - (N) To signify new rate or regulation.
 - (R) To signify reduced rate.
 - (S) To signify reissued matter.
 - (T) To signify a change in text but no change in rate or regulation.
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APPLICATION OF PRICE LIST

This price list contains the regulations and rates applicable to intrastate telecommunications Services provided by Birch Communications, LLC to Customers for telecommunications between points within the State. Company Services are furnished subject to the availability of facilities and subject to the terms and conditions of this price list.

The rates and regulations contained in this price list apply only to the Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or Services provided by a local exchange telephone company or other common carrier for use in accessing the Services of Company.

Customer is entitled to limit the use of Company's Services by end users at the Customer's facilities and may use other common carriers in addition to or in lieu of Company.

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SECTION 1 - DEFINITIONS

For the purpose of this price list, the following definitions apply:

Accounting Code is a multi-digit code which enables a Customer to allocate long distance regulated charges to its internal accounts.

Access Line or Connection Facilities is a circuit used to carry long distance calls all or part way between Customer premises and the underlying carrier's switches.

Advance Payment is a part or all of a payment required before the start of Service.

Authorization Code is a numerical code, one or more of which are assigned to a Customer to enable Company to identify use of Service on the Customer's account and to bill the Customer accordingly. Multiple authorization codes may be assigned to a Customer to identify individual users or groups of users. Entitlement to any authorization code shall create no property or other right or interest in the use of any particular authorization code.

Authorized User is a person, firm, corporation or any other entity authorized by the Customer to be connected to the Service of the Customer.

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

Commission refers to the Wyoming Public Service Commission, unless otherwise indicated.

Company refers to Birch Communications, LLC, unless otherwise indicated.

Customer or Subscriber is the person, firm or corporation that orders Service and is responsible for the payment of charges and compliance with the Company's regulations.

DA is Directory Assistance

Deposit is the cash or equivalent of cash security held as a guarantee for payment of the charges.

End User is a customer, joint user or any other person authorized by a customer to use Service provided under this price list.

Individual Case Basis ("ICB") is a Service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer.

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SECTION 1 – DEFINITIONS (CONT'D.)

IXC or Interexchange Carrier is a long distance telecommunications Services provider that furnishes Services between exchange areas.

Joint User is person, firm or corporation which is designated by the Customer as a user of Services furnished to the Customer by the Company and to whom a portion of the charges for the Service will be billed under a Joint User arrangement as specified in the Company's price list.

Kbps is Kilobits per second, denotes thousands of bits per second.

LEC is Local Exchange Carrier.

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

Major Service Interruption is an interruption of Customer Service due to the Company's negligence or due to its noncompliance with the provisions of this price list.

Mbps is megabits, denotes millions of bits per second.

Monthly Recurring Charges are those monthly charges to the customer for Services, facilities or equipment which continue and are billed to the customer each month for the duration of the Service.

Multi-Frequency ("MF") is an intermachine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/Key systems.

Non-Recurring Charge ("NRC") is the initial charge, usually assessed on a one-time basis, to install equipment and facilities to establish Service.

Numbering Plan Area ("NPA") is the same as an area code.

Point of Connection ("POC") is the location designated by the Company for the connection of Customer-provided wiring and terminal equipment to the Services offered under the price lists of the Company.

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SECTION 1 – DEFINITIONS (CONT'D.)

Port is a connection to the Company's switching network with one or more voice grade or DS-1 level communications channels, each with a unique network address (telephone number), dedicated to the customer. Each port is equipped with a Terminal Interface.

Recurring Charges are the same as monthly recurring charges.

Service Commencement Date is the first day following the date on which the Company notifies the customer that the requested Service or facility is available for use, unless extended by the customer's refusal to accept Service which does not conform to standards in the Service order or this price list, in which case the Service commencement date is the date of the customer's acceptance. The Company and customer may mutually agree on a substitute Service commencement date.

Service Order is the written request for network Services executed by the customer and the Company. The signing of a Service order by the customer and acceptance by the Company begins the respective obligations of the parties in that order and under this price list. The duration of the Service is calculated from the Service commencement date.

Shared refers to a facility or equipment system that can be used simultaneously by several customers.

Station refers to telephone equipment from or to which calls are placed.

Terminal Interface is the method of physical connection between a Company-provided Service and a Customer's or User's transmission cable, inside wiring, or terminal equipment. Depending upon the Service ordered by the Customer, there may be a choice of terminal interfaces. The Customer is responsible for ordering a terminal interface that is compatible with the Customer's or User's terminal equipment. All terminal interfaces will be provided by industry-standard connectors as specified in or authorized by Subpart F of Part 68, Title 47, Code of Federal Regulations.

Transmission is the sending of electrical or optical signals over a line to a destination.

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

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

WATS is Wide Area Telecommunications.

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SECTION 2 - RULES AND REGULATIONS

2.1 General

- 2.1.1 The Company undertakes to furnish communications Service under the terms of this price list for communications originating from and terminating to points within Wyoming.
- 2.1.2 Customers and Users may use Services and facilities provided under the price lists of the Company to obtain access to Services offered by other companies. The Company is responsible for the Services and facilities provided under this price list, and for its unregulated Services provided pursuant to contract, and it assumes no responsibility for any Service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate such entity's own Services, or to communicate with such entity's own customers.
- 2.1.3 The Customer's charges for Services are based upon the total time the Customer actually uses the Service subject to billing increments set forth herein and any additional charges which may apply.
- 2.1.4 The Company shall have no responsibility with respect to billings, charges or disputes related to Services used by the Customer which are not included in the Services herein including, without limitation, any local, regional or long distance Services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such Services and for the resolution of any disputes or discrepancies with the Service provider.

2.2 Description of Service

The Company's Service consists of any of the Services offered pursuant to this price list, either individually or in combination. Each Service is offered independent of the others, unless otherwise noted. Service is offered via the Company's facilities or in combination with transmission facilities provided by other certificated carriers.

2.3 Application for Service

Customers desiring to obtain a Company Service must complete the Company's standard Service order form(s).

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

2.4 Shortage of Equipment or Facilities

2.4.1 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, on a nondiscriminatory basis.

2.4.2 The furnishing of Service under this price list is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish Service as required at the sole discretion of the Company.

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

2.5 Terms and Conditions

- 2.5.1 Service is provided for a minimum period of thirty days, 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have 30 days.
 - 2.5.2 Customers may be required to enter into written or oral Service orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
 - 2.5.3. Except as otherwise stated in the price list, at the expiration of the initial term specified in each Service order, or in any extension of the Service order, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the customer of its obligation to pay any charges incurred under the Service order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service order shall survive such termination.
 - 2.5.4 Reserved for Future Use
 - 2.5.5 Except as provided in Section 2.14 of this price list, this price list shall be interpreted and governed by the laws of the State of Wyoming.
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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.5 Terms and Conditions (Cont'd.)

- 2.5.6 To the extent that either the Company or any other carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
 - 2.5.7 The customer has no property right to any authorization code associated with Services furnished by the Company. The Company reserves the right to change such codes whenever the Company deems it necessary to do so in the conduct of its business.
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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Liability of the Company

- 2.6.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in Section 7 following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer or User as a result of any Company Service, equipment or facilities, or the acts or omissions or negligence of the Company, Company's employees or agents.
- 2.6.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.6.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers or Users facilities or equipment used for or with the Services the Company offers.
- 2.6.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or User or due to the failure or malfunction of Customer or User-provided equipment or facilities.
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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Liability of the Company (Cont'd.)

- 2.6.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided.
- 2.6.6 The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.
- 2.6.7 The Company is not liable for any defacement of or damage to Customer or User premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.6.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific Services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the Service is rendered, or as required by Wyoming Law.
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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Liability of the Company (Cont'd.)

- 2.6.9 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
 - 2.6.10 The Company shall not be liable for any damages resulting from delays in meeting any Service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
 - 2.6.11 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
 - 2.6.12 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN ITS PRICE LISTS.
 - 2.6.13 The Company shall not be liable for any damages whatsoever associated with Service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing Services, facilities or equipment used for or in conjunction with Birch Communications, LLC.
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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.7 Notification of Service-Affecting Activities

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

2.8 Provision of Equipment and Facilities

- 2.8.1 All Services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
 - 2.8.2 The Company may undertake to use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this price list.
 - 2.8.3 The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, Joint User, or Authorized User may not, nor may they permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
 - 2.8.4 Equipment the Company provides or installs at the Customer's premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.
 - 2.8.5 The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer, Joint User, or Authorized User when the Service difficulty or trouble report results from the use of equipment or facilities the Customer, Joint User, or Authorized User provided.
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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.8 Provision of Equipment and Facilities (Cont'd.)

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

- i.) The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- ii.) The reception of signals by Customer provided equipment. The Customer, Authorized User, or Joint User is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective, equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.8.7 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing the Company Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

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

2.8 Provision of Equipment and Facilities (Continued)

2.8.8 Other carriers may not interfere with the right of any person or entity to obtain Service directly from the Company. No person or entity shall be required to make any payment, ~~in~~ any penalty, monetary or otherwise, or purchase any Services in order to have the right to obtain Service directly from the company.

2.8.9 Company Services. may be connected to the Services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

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

2.9 Non-routine Installation

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

2.10 Ownership of Facilities

Title to all facilities provided in accordance with this price list of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company hereunder.

2.11 Optional Rates and Information Provided to the Public

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their Service. Pertinent information regarding the Company's Services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business.

2.12 Continuity of Service

In the event of prior knowledge of an interruption of Service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

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

2.13 Governmental Authorizations

The provision of Services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

2.14 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 PRICE LIST, 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.

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.

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

2.14 Dispute Resolution

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 PRICE LIST 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.

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 price list and may not award punitive damages.

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

Notwithstanding the provisions of this Section, the Customer may file a complaint with the Commission as described in Section 2.7.6.

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

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

2.15 Obligations of the Customer

2.15.1 General

The customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to the price lists of the Company;
 - (b) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
 - (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
 - (d) any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where Service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service.
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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.15 Obligations of the Customer (Cont'd.)

2.15.1 General (Cont'd.)

The customer shall be responsible for: (Cont'd.)

- € providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
 - (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible under Section 3.1(d); and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the facilities or equipment of the Company;
 - (g) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
 - (h) making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.
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SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.15 Obligations of the Customer (Cont'd.)

2.15.2 Prohibited Uses

- A. The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
 - B. The Company may require applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Public Service Commission of Wyoming regulations, policies, orders, and decisions.
 - C. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this price list. The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this price list, and any attempt to make such an assignment, transfer, disposition without such consent shall be null and void.
 - D. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
 - E. A Customer may not use the Services so as to interfere with or impair Service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
 - F. Customer use of any resold Service obtained from other Service providers shall also be subject to any applicable restrictions imposed by the underlying providers.
 - G. A Customer, Joint User, or Authorized User shall not represent that its Services are provided by the Company, or otherwise indicate to its customers that its provision of Services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other and shall not be deemed to constitute a partnership or agency agreement.
 - H. A Customer shall not use any Service mark, trade mark or trade name of Company or refer to Company in connection with any product, equipment, promotion or publication of the Customer without the approval of Company.
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

2.15 Obligations of the Customer (Cont'd.)

2.15.3 Claims

With respect to any Service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to property of the Company 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 or User or their employees, agents, representatives or invitees;
 - B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or User, including, without limitation, use of the Company's Services and facilities in a manner not contemplated by the agreement between Customer and the Company; or
 - C. any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company price list.
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.16 Customer and Equipment and Channels

2.16.1 General

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

2.16.2 Station Equipment

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

Customer provided station equipment may be attached to Services provided under the price lists of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the price lists of the Company and is the sole responsibility of the Customer.

- C. The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other Service problems caused by the use of Customer-owned equipment.
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.16 Customer and Equipment and Channels (Cont'd.)

2.16.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communications Services may be connected to the Services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or price lists of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under this price list may be connected to customer provided terminal equipment in accordance with the provisions of this price list. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User provided wiring shall be installed and maintained in compliance with those regulations.

2.16.4 Tests and Adjustments

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

2.16 Customer and Equipment and Channels (Cont'd.)

2.16.5 Inspections

- A. Upon suitable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements under Section 2.8 for the installation, operation, and maintenance of customer-provided facilities, equipment, and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.
 - B. If the protective requirements for customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the customer must take this corrective action and notify the Company of the action taken. If the customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

2.17 Payment Arrangements

2.17.1 Payment for Service

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

2.17.2 Billing and Collection of Charges

- A. Nonrecurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
 - B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.
 - C. Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs and will be due and payable within 30 days after the invoice is mailed.
 - D. When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
 - E. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the Service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or facility does not conform to standards set forth in this price list or the Service Order. Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued.
 - F. With respect to Customers, if any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a monthly late factor of 1.5% or at the highest rate allowed by law, whichever is less.
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

2.17 Payment Arrangements (Cont'd.)

2.17.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before Services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and the first month's estimated recurring charges for the Service or facility. 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 recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill and may be required in addition to a deposit.

A customer whose Service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due to Company and may be required to pay reconnect charges.

2.17.4 Deposits

- A. The Company may, in order to safeguard its interests, require an applicant to make a suitable deposit to be held by the Company as a guarantee of the payment of charges.
- B. A deposit will be required under the following conditions:
 - 1. Applicant does not have verifiable credit with any Company affiliate anywhere within the region in the same of similar business; or
 - 2. Applicant has had previous Service with any Company affiliate anywhere within the region but has an outstanding and unpaid bill for Service; or has not established satisfactory credit. Satisfactory credit for a customer is defined as twelve consecutive months of Service without a suspension of Service for nonpayment or with no more than one notification of intent to suspend Service for nonpayment.
 - 3. Applicant for business Service will be given credit for previous business Service only if the applicant is same business entity to which such Service was previously provided.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

2.17 Payment Arrangements (Cont'd.)

2.17.4 Deposits (Cont'd.)

- C. An initial deposit or an additional deposit will be required of an existing customer when high risk is indicated and existing security is insufficient. Such requirement will be imposed when a payment history includes a suspension of Service for nonpayment during the previous twelve-month period.
 - D. The Company reserves the right to provide for installment payment of the deposit if the circumstances warrant.
 - E. Any deposit required of an existing Customer is due and payable within ten days after the requirement is imposed. This requirement shall be in writing and the payment date shall be on or after the due and payable date for the current bill. If said deposit or installment thereof, as appropriate, is not paid within the aforementioned time frame, the Company may suspend Service of the Customer without further notice. The following are exceptions to this provision:
 - 1. In the event Service is suspended for a Customer for nonpayment, an initial or additional deposit shall be required prior to the restoration of Service if existing security is insufficient.
 - 2. In the event prior indebtedness or prior unsatisfactory credit has been determined subsequent to the initial establishment of Service due to misrepresentation of the facts by the Customer, a deposit shall be due and payable within five days upon verbal notification and written confirmation or within ten days when notification can only be provided in writing. The ten day period shall be measured from the mailed date of the written notice. If said deposit is not paid within the aforementioned time frame, the Company may suspend Service to the Customer without further notice.
 - F. The amount of the deposit shall be the estimated charges for the Service which will accrue for a 2-month period. All applicants and existing Customers shall be treated uniformly for the determination and application of deposits.
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

2.17 Payment Arrangements (Cont'd.)

2.17.4 Deposits (Cont'd.)

- G. When it is determined that a deposit is required under the conditions specified above, the applicant or Customer may, in lieu of or in addition to making the deposit, arrange for an acceptable third party to guarantee payment of his charges by executing on his behalf a Guarantee of Payment Agreement with the Company. An acceptable third party guarantor for Service is a current business customer with at least two years continuous Service, whose payment history for the most recent twelve month period is satisfactory.
 - H. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to advance payments, or the prompt payment of bills on presentation.
 - I. The deposit will bear simple interest computed from the date of its receipt by the Company to the date the deposit is refunded, or Service is terminated, or annually upon request of the Customer. In the event that a deposit is retained during time periods having different rates of interest, the interest accrued on the deposit will be calculated using the interest rate applicable to each time period.
 - J. The rate of interest to be paid will be six percent (6%) per annum, or as otherwise required by the Public Service Commission.
 - K. When the Customer is a candidate for political office or is a person or organization acting on behalf of a candidate for political office the deposit requirement will be adjusted monthly to reflect twice the current month's actual billing. Under these circumstances, a security, i.e., surety bond or bank letter of credit equal to the Company's deposit requirement will be the only acceptable substitutes for a cash deposit.
 - L. When Service is terminated, the amount of the initial or additional deposit, with any interest due, will be credited to the Customer's account and any credit balance which may remain will be refunded. After an existing customer has established satisfactory credit, the amount of the deposit, with any interest due, will be either credited to the account or at the option of the Customer, refunded. Satisfactory credit for a Customer is defined as twelve consecutive months of Service without suspension for nonpayment and with no more than one notification of intent to suspend Service for nonpayment.
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

2.17 Payment Arrangements (Cont'd.)

2.17.5 Discontinuance of Service for Cause

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving five days prior written notice to the Customer, discontinue or suspend Service without incurring any liability.
 - B. Upon violation of any of the other material terms or conditions for furnishing Service the Company may, by giving 3 days prior notice in writing to the Customer, discontinue or suspend Service without incurring any liability if such violation continues during that period.
 - C. Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer, or if a condition immediately dangerous or hazardous to life, physical safety or property exists, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend Service without incurring any liability.
 - D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may discontinue or suspend Service without incurring any liability.
 - E. Upon any governmental prohibition or required alteration of the Services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.
 - F. Upon the Company's discontinuance of Service to the Customer under Section 2.17.5.A and Section 2.17.5.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges which would have been payable by the Customer during, the remainder of the minimum term for which such Services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent (6%)).
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

2.17 Payment Arrangements (Cont'd.)

2.17.6 Changes in Service Requested

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

2.17.7 Taxes and Fees

The Customer is responsible for the payment of all sales, use, gross receipts, excise, access, bypass, franchise, or other local, state, and Federal taxes, fees, charges or surcharges, however designated, imposed on or based upon the provision, sales or use of the Services delivered by the company, other than taxes imposed generally on corporations. All such taxes, fees, and charges shall be separately designated on the Company's invoices and are not included in the price list rates.

2.17.8 Bad Check Charge

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

2.17.9 Reconnection Fee

If Service is disconnected or suspended by the Company and later reconnected or restored, Customer shall be subject to a reconnection fee of \$35.00 which must be paid prior to restoration of Service.

2.17.10 Disputed Bills

The Customer may dispute a bill by written or oral notice to the Company. Unless such notice is received in a timely fashion, the bill statement shall be deemed to be correct and payable in full by Customer. Any Customer who has a dispute, that has not been resolved to the satisfaction of the Customer, shall be advised by the Company that the Customer may file a formal or informal complaint with the Commission.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

2.18 Cancellation of Service

2.18.1 Cancellation of Application for Service

- A. Applications for Service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.
 - B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of Services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service begun (all discounted to present value at six percent (6%)).
 - C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
 - D. The charges described above will be calculated and applied on a case-by-case basis.
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

2.18 Cancellation of Service (Cont'd.)

2.18.2 Cancellation of Service by Customer

If a Customer cancels a Service Order or terminates Services before the completion of the term for any reason whatsoever other than a Major Service Interruption, Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the cancellation or termination and be payable under the terms set forth in Section 5, preceding: all costs, fees and expenses reasonably incurred in connection with:

- 1) All Nonrecurring charges as specified in this price list, plus
- 2) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus
- 3) All Recurring Charges specified in the applicable Company price list for the balance of the then current term.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

2.19 Allowance for Interruption in Service

2.19.1 General

A credit allowance will be given when Service is interrupted, except as specified in Section 2.19.2 following. A Service is interrupted when it becomes inoperative to the customer, e.g., the customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this price list.

An interruption period begins when the customer reports a Service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the Service, facility or circuit is operative.

If the customer reports a Service, facility or circuit to be interrupted but declines to release it for testing and repair or refuses access to its premises for test and repair by the Company, the Service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a Service, facility or circuit considered by the Company to be impaired.

The customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the customer.

2.19.2 Limitations of Allowances

No credit allowance will be made for any interruption in Service:

- A. due to the negligence of or noncompliance with the provisions of this price list by any person or entity other than the Company, including but not limited to the customer or other common carriers connected to the Service of the Company;
 - B. due to the failure of power, equipment, systems, connections or Services not provided by the Company;
 - C. due to circumstances or causes beyond the reasonable control of the Company;
 - D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

2.19 Allowance for Interruption in Service (Cont'd.)

2.19.2 Limitations of Allowances (Cont'd.)

- E. during any period when the customer has released Service to the Company for maintenance purposes or for implementation of a customer order for a change in Service arrangements;
- F. that occurs or continues due to the customer's failure to authorize replacement of any element of special construction; and
- G. that was not reported to the Company within 30 days of the date that Service was affected.
- H. A Service will not be deemed to be interrupted if a customer continues to voluntarily make use of the such Service. If the Service is interrupted, the customer can get a Service credit, use another means of communications provided by the Company (under Section 7.3), or utilize another Service provider;

2.19.3 Use of Another Means of Communications

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

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

2.19 Allowance for Interruption in Service (Cont'd.)

2.19.3 Application of Credits for Interruptions in Service

- A. If a customer's Service is interrupted other than by the negligence or willful act of the customer, and it remains out of order for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the Service interruption is first reported. The refund to the customer shall be a pro rata part of the month's flat rate charges for the period of days and that portion of the Service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the Service.
 - B. For calculating credit allowances, every month is considered to have 30 days.
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

2.20 Use of Customer's Service by Others

2.20.1 Resale and Sharing

Any Service provided under this price list may be resold to or shared with other persons at the option of Customer, except as provided in 2.20.3, following. Customer remains solely responsible for all use of Services ordered by it or billed to its telephone number(s) pursuant this price list, for determining who is authorized to use its Services, and for notifying the Company of any unauthorized use. Rates apply to all Service that is resold or shared.

2.20.2 Joint Use Arrangements

Joint use arrangements will be permitted for all Services available for resale and sharing pursuant to this price list. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the Service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue Service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the Service, each Joint User shall be responsible for the payment of the charges billed to it.

2.20.3 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the other party and any appropriate authorizations, if necessary, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

2.21 Notice and Communications

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

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

2.22 Special Construction and Special Arrangements

2.22.1 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this price list, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any Service or facility relating to a regulated telecommunications service not otherwise specified under price list, or for the provision of Service on an expedited basis or in some other manner different from the normal price list conditions. Special construction is that construction undertaken:

- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
 - (b) of a type other than that which the Company would normally utilize in the furnishing of its Services;
 - (c) over a route other than that which the Company would normally utilize in the furnishing of its Services;
 - (d) in a quantity greater than that which the Company would normally construct;
 - (e) on an expedited basis;
 - (f) on a temporary basis until permanent facilities are available;
 - (g) involving abnormal costs; or
 - (h) in advance of its normal construction.
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

2.22 Special Construction and Special Arrangements (Cont'd.)

2.22.2 Basis for Charges

Where the Company furnishes a facility or Service on a special construction basis, or any Service for which a rate or charge is not specified in this price list, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring type charges; (2) recurring type charges (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum Service commitment based upon the estimated Service life of the facilities provided.

2.22.3 Basis for Cost Computation

The costs referred to in 2.22.2 preceding may include one or more of the following items to the extent they are applicable:

- A. installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:
- (1) equipment and materials provided or used,
 - (2) engineering, labor and supervision,
 - (3) transportation,
 - (4) rights of way, and
 - (5) any other item chargeable to the capital account;

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

2.22 Special Construction and Special Arrangements (Cont'd.)

2.22.3 Basis for Cost Computation (Cont'd.)

B. annual charges including the following:

- (1) cost of maintenance;
- (2) depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful Service life of the facilities with an appropriate allowance for the estimated net salvage;
- (3) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- (4) any other identifiable costs related to the facilities provided; and
- (5) an amount for return and contingencies.

2.22.4 Termination Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the customer, if and only if such liability is clearly stated in a written agreement between the Company and the Customer.

1. The maximum termination liability is equal to the total cost of the special facility as determined under 2.22.3 preceding, adjusted to reflect the re-determined estimate net salvage, including any reuse of the facilities provided.
2. The maximum termination liability as determined in paragraph (1) shall be divided by the original term of Service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of Service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

2.22.5 Term

The minimum term for any Company Dedicated Access Service shall not be less than one (1) year, unless otherwise agreed to by the Company. The Customer and Company may agree to longer minimum terms for particular Services.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

2.23 Liability for Unauthorized Use of the Network

2.23.1 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's Services provided under this price list.

A. Customer Liability for Fraud and Unauthorized Use of the Network

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

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

3. The customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss or theft.
-

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - INTEREXCHANGE SERVICE

3.1 General Description of Interexchange Service

- 3.1.1 The Company offers a combination of resold and facilities-based intrastate long distance message telephone Service to customers. Interexchange (IXC) carrier Services includes, but is not limited to, access, switching, transport, termination and other Services for the direct transmission and reception of voice, data and other types of communications.
- 3.1.2 The Company will resell the Services of underlying carriers approved to provide such Services by the Commission.
- 3.1.3 Accounting codes are available to identify the Customers or User groups on an account. The numerical composition of the codes shall be set by the Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

3.2 Calculation of Distance

- 3.2.1 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.
- 3.2.2 The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved.

FORMULA:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - INTEREXCHANGE SERVICE (CONT'D.)

3.3 Minimum Call Completion Rate

Customers can expect a call completion rate of 98% during peak use periods for all Feature Group D Equal Access 1+ Services. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

3.4 Timing of Calls

Long distance usage charges are based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver. When the called party picks up timing is determined by hardware answer supervision. Chargeable time ends when either party "hangs up" thereby releasing the network connection. The Company does not bill for uncompleted calls.

3.5 Service Area

The Service area of the Company includes all Equal Access points in Wyoming.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - INTEREXCHANGE SERVICE (CONT'D.)

3.6 Description of Interexchange Options

3.6.1 Birch Plus - Switched

Birch Plus - Switched Service is a switched access Service that gives the customer the ability to directly dial long distance using 1+ the area code and telephone number. Calls can also be placed directly by choosing the Company as the equal access carrier, or by dialing the toll free access, 950-0859 or through Feature Group D access. After dialing the number to be called the customer then inserts the Customer Identification number (CID) for account billing. Project codes may be required in addition to the CID should the account need further breakdown of identification of callers on that account. Calls are rated by LATA, State, and U.S. as determined at time of setup. All calls are billed in six- second increments with an 18 second minimum.

3.6.2 800 Service

800 Service is an inward Wide Area Telephone Service or WATS is Service which allows the called party, rather than the calling party, to be billed for the call. 800 Service permits calls to the customer's location from diverse geographical locations. All calls are billed in six-second increments with an 18 second minimum.

3.6.3 800 Access Services

800 Number Portability Administration Service (NPA) allows the Telephone Company to route 800 calls to the appropriate 800 Service and enables end users to originate 800 calls on a 1+ basis without the use of an access code.

800 Service will be offered where technically feasible or where networks are available. In other instances, 800 Service will be offered on an Individual Case Basis (ICB).

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - INTEREXCHANGE SERVICE (CONT'D.)

3.6 Description of Interexchange Options (Cont'd.)

12.6.4 Birch Direct

Birch Direct Service is a dedicated access Service and gives the customer the ability to directly dial long distance using 1+ the area code and telephone number. Calls can also be placed directly by choosing the Company as the equal access carrier. Calls are rated by LATA, State, and U.S. as determined at time of setup. All calls are billed in six second increments with an 18 second minimum.

3.6.5 Birch Intrastate Long Distance

Birch Intrastate Long Distance applies to circuit switched intraLATA toll and intrastate long distance, inbound and outbound, regardless of whether or not Services are provided via Ionex facilities or on a switchless basis. Birch Intrastate Long Distance gives the customer access via 1+ dialing, by choosing the Company as the equal access carrier, or by dialing the toll free access, 950-0859, or through Feature Group D access. Calls are rated by the percentage of intrastate minutes of total long distance minutes of use in a given monthly billing cycle.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - INTEREXCHANGE SERVICE (CONT'D.)

3.7 Description of Other Service Offerings (Cont'd.)

3.7.1 Credit Based - Travel Card Service

Utilizing a toll free number, customers within the U.S. may access the Company's network via an automated system to place long distance calls. Calls are billed to the Customer based on the 10-digit authorization code provided to the customer by the Company. Calls are rated with 30-second minimums and 6 second rounding.

3.7.2 Enhanced Services

A. Advance Silver

Advance Silver customers are provided access to the following features for a monthly rate:

- Message Center
- Fax Messages
- Broadcast Messages

B. Advance Gold

Advance Gold customers are provided access to the following features for a monthly rate and applicable usage and long distance charges.

- Long Distance Access
 - Message Center
 - Fax Messages
 - Speed Dial
 - Conference Calling – Join Only
-

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - INTEREXCHANGE SERVICE (CONT'D.)

3.7 Description of Other Service Offerings (Cont'd.)

3.7.2 Enhanced Services (Cont'd.)

C. Advance Platinum

Advance Platinum customers are provided access to the same features as the Advance Gold customers, plus the following additional features. In addition to the monthly rate all applicable usage and long distance charges will apply.

- Broadcast Messages
- Follow Me
- Conference Calling – Join and Establish

D. Advance Conference

Advance Conference customers are provided with a toll-free telephone number that allows customers to set up calls 24 hours a day, seven days a week for an unlimited number of callers. A conference call can be established to use an authorization code for users and a separate authorization code for guests to access the call.

E. Advance Conference Assist

Advance Conference Assist customers are provided with a live operator-assisted conference call. Calls are rated with 1 minute rounding for usage and no minimum per call or set-up fees.

- This Service is available to the customer M-F, 6:00 a.m. to 10:00 p.m., Central Time Customer is provided a toll free number to schedule their calls.
- Customers will be provided a toll free number and an authorization code to join the conference call.
- Customers are requested to provide a minimum of one-hour notice prior to the conference call for this Service.
- Customer pays for applicable usage and no monthly fee.

F. Follow Me Locate

Follow Me Locate customers are provided access to the following features for a monthly rate and applicable usage and long distance charges. Calls are rated with 30 second minimums and 6 second rounding.

- Customers can program up to 10 numbers on their Follow Me list.
 - Allows callers to contact the customer directly.
 - Customers can edit their Follow Me list at any time.
 - Customer has a personal greeting feature.
-

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - INTEREXCHANGE SERVICE (CONT'D.)

3.7 Description of Other Service Offerings (Cont'd.)

3.7.3 Select A Call

Allows subscribers the ability to provide their customers with a Virtual PBX. They can advertise one central toll free number while providing options to their callers to be connected to various locations. Rates are available on an Individual Case Basis (ICB)

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - INTEREXCHANGE SERVICE (CONT'D.)

3.8 Rates for Interexchange Options

3.8.1 Birch Plus - Switched Rates
Per Minute Charges

<u>IntraLATA</u>	<u>Intrastate</u>
\$0.099	\$0.099

3.8.2 800 Rates
Per Minute Charges

<u>IntraLATA</u>	<u>Intrastate</u>
\$0.099	\$0.099

Toll-Free Number Subscription Fee

800 Toll-Free Subscribers incur a monthly recurring subscription fee of \$5.00

3.8.3 800 Usage Rates for Access Line

800 Usage Rates for Access Line Service are offered on an ICB Basis.

3.8.4 Birch Direct Service Rate

Per Minute Charges

<u>Volume</u>	<u>IntraLATA</u>	<u>Intrastate</u>
\$1,000 monthly	\$0.065	\$0.065
\$1,500 monthly	\$0.060	\$0.060
\$2,000 monthly	\$0.055	\$0.055

3.8.5 Birch Intrastate Long Distance

Intrastate rate per minute representing
20% or less total long distance
\$0.069

Intrastate rate per minute representing
more than 20% of total long distance
\$0.129

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - INTEREXCHANGE SERVICE (CONT'D.)

3.9 Rates for Other Service Offerings

3.9.1 Credit Based – Travel Card Service

Discount Travel Card - \$0.20 per minute

3.9.2 Enhanced Services

	<u>Non-Recurring Charge</u>	<u>Monthly Recurring Charge</u>	<u>Per Minute Usage Charge</u>	<u>Per Minute Long Dist</u>
Advance Silver	\$11.95	\$11.95	N/A	N/A
Advance Gold	\$5.95	\$5.95	\$0.109	\$0.218
Advance Platinum	\$12.95	\$12.95	\$0.089	\$0.178
1. Conference Callers Toll Charge			\$0.10/min./caller	
2. Conference Callers Toll-Free Charge			\$0.25/min./caller	
Advance Conference	\$5.95	\$5.95	\$0.25/min./caller	
Advance Conference Assist	N/A	N/A	\$0.45/min/caller	N/A
Follow Me Locate	\$7.95	\$7.95	\$0.089	N/A

3.9.3 Select A Call

Rates available on an Individual Case Basis (ICB)

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 - DIRECTORY ASSISTANCE

4.1 Description of Directory Assistance

Directory Assistance is available to Customers of Company's calling Services. Customers may obtain directory assistance in determining telephone numbers by calling the Directory Assistance operator.

A maximum of two requested telephone numbers is permitted per Directory Assistance call. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

Non-published telephone numbers are not available from directory Assistance Service.

4.2 Directory Assistance Rates

Directory Assistance	\$3.99 per call
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Kansas City, MO 64108

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SECTION 5 - OPERATOR SERVICES

Reserved for Future Use.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 6 - DEDICATED ACCESS SERVICES

Dedicated Access Service will be offered only to customers of business Service. Dedicated Access Services consist of the Services offered pursuant to this section, either individually or in combination. Each Service is offered independently of the others. Service is offered via the Company's facilities for the transmission of one-way and two-way communications, unless otherwise noted. The Customer must purchase a minimum of 1 year of Service for Dedicated Access Services.

6.1 Services Offered

6.1.1 The following dedicated access Services are offered in this price list.

DS0 Service (up to 64 kbps)
DS1 Service (1.5 Mbps)
DS3 Service (44.7 Mbps)
Digital Data Service (2.4 to 56 kbps)
T1 Service (1.544mbps)
Primary Rate Interface (PRI)

6.1.2 Other Services may be provided by the Company on an Individual Case Basis (ICB).

6.2 Type I and Type II Services

6.2.1 DS1 Service and DS3 Service may be provided as either Type I or Type II Services, depending upon the availability of facilities. Type I Service rates apply when both endpoints of the channel are served by the Company's network. Type II Service rates apply when one endpoint of the transmission channel is served by another local exchange carrier's network (Type II Services are provided via a combination of the Company's facilities and another local exchange carrier's facilities).

6.2.2 DS1 and DS3 channels where both endpoints are served by another local exchange carrier's network will be provided at the sole discretion of the Company, on an Individual Case Basis (ICB), applied in a nondiscriminatory manner.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 6 - DEDICATED ACCESS SERVICES (CONT'D.)

6.3 DSO Service

6.3.1 DS0 Services are Digital Channels furnished by the Company at transmission speeds of 2.4 kbps, 4.8 kbps, 9.6 kbps, 19.2 kbps, 56 kbps, 64 kbps, or in multiples of 64 kbps up to 1.544 Mbps. Such channels will be configured by the Company to transmit digital data at specified data rates or analog signals converted to digital signals, as described below. Interconnections to such channels and equipment interfacing to such channels shall meet the technical characteristics described below in connection with each Service configuration. The NCI Codes referenced below are defined in Bell Communications Research (Bellcore) publication TR-NPL-000335.

6.3.2 Each DS0 channel will be provided in one of the following configurations, as specified by the Customer.

A. Effective 2-Wire Service

Provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech. At the Company's point of interconnection with the Customer, the Service will have the technical characteristics of a standard 2-wire analog telephone circuit. Specific configurations are as follows:

1. 2-Wire Transmission Only

2 wire, 600 ohm, open loop (continuously connected) with industry standard demarcation (NCI Code: 02NO2). C4 conditioned circuit connecting two locations, typically used for voice-grade data Services.

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SECTION 6 - DEDICATED ACCESS SERVICES (CONT'D.)

6.3 DSO Service (Cont'd.)

6.3.2 (Cont'd.)

B. Digital Services

Provides a digital transmission channel capable of normally carrying synchronous digital data signals. The following Service configurations are available:

1. 64 Kbps Data Service

A 4-wire 135 ohm handoff. Other possible handoffs are RS232/DB25, RS422/DB25, or V.35. Provides point-to-point, 64 Kbps clear channel for a full-duplex synchronous data circuit. No error correction or in-band control codes are supported. (Possible NCI Code: 04DU5-64).

2. DS1 Aggregating Service

DS1 Aggregating Service allows a Customer to aggregate up to 24 DS0 channels that terminate in the same location into a single DS1 and the distribution of End Link circuits.

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SECTION 6 - DEDICATED ACCESS SERVICES (CONT'D.)

6.4 DS1 Service (1.544Mbps)

6.4.1 DS1 Service is composed of digital channels provided at 1.544 Mbps for the transmission of one-way and two-way communications. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate:	1.544 Mbps + 130 ppm
Line Code:	AMI: bipolar with at least 12.5% average ones density and no more than 15 consecutive zeros;
	- or -
B8ZS:	no minimum density of ones and no consecutive zeros limit.
Test Load:	100 ohms resistance.
Pulse Shape:	The pulse amplitude shall be between 2.4 and 3.6 volts.
Power Levels:	For an all-ones transmitted pattern, the power in a 2 KHz band about 772 KHz shall be 12.4-18.0 dBm and the power in a 2 KHz band about 1544 KHz shall be at least 29 dB below that in a 2 KHz band about 771 KHz.
Pulse Imbalance:	There shall be less than 0.5 dB difference between the total power of the positive pulses and the negative pulses.

NOTES:

1. The CCITT specification is + or - 50 ppm.
 2. Recommended for new equipment: The power in a 2 KHz band about 772 KHz shall be 12.6-17.9 dBm. CCITT requirements: The power in a 3 KHz band about 772 KHz is 12.0-19.0 dBm.
 3. CCITT requirements: The power in a 3 KHz band about 1544 KHz shall be at least 25 dB below that in a 3 KHz band about 772 KHz.
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SECTION 6 - DEDICATED ACCESS SERVICES (CONT'D.)

6.4 DS1 Service (1.544Mbps)

6.4.2 Digital channels at 1.544 Mbps will be provided in one of the following configurations, as specified by the Customer:

- A. Unframed DS1: A DS1 signal that does not follow standard framing formats of 192 bits for data and a 193 Rd bit for framing. An unframed DS1 cannot be synchronized to the network and is not performance monitored.
- B. D4/SF DS1: A framed DS1 consisting of 12 frames (2316 bits) of 192 bits preceded by one framing bit (F bit). This Service can be coded as AMI or B8ZS.
- C. ESF DS1: Extends superframe structure from 12 to 24 frames (4632 bits) and redefines the 8 kbps pattern into 2 kbps for mainframe and robbed-bit signaling synchronization, 2 kbps for CRC-6 and 4 kbps for terminal-to-terminal data link. This Service can be coded as AMI or B8ZS.

6.4.3 DS1 Aggregating Service

DS1 Aggregating Service allows a Customer to aggregate up to 28 DS1 channels that terminate in the same location into a single DS3.

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SECTION 6 - DEDICATED ACCESS SERVICES (CONT'D.)

6.5 DS3 Service (44.736 Mbps)

6.5.1 DS3 Service is composed of digital channels provided at 44.736 Mbps for the transmission of one-way and two-way communications. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 44.736 Mbps +/- 20 ppm

Line Code: Bipolar with three-zero substitution

Test Load: 75 ohms resistive +/- 5 percent

Power Levels: For an all-ones transmitted pattern, the power in a 2 KHz band about 22.368 KHz shall be -1.8 to +5.7 dBm and the power in a 2 KHz band about 44.736 MHz shall be at least 20 dB below that in a 2 KHz band about 22.368 KHz.¹

NOTES:

1. The power levels specified by CCITT Recommendation G.703 are identical except that the power is to be measured in 3 KHz bands.

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SECTION 6 - DEDICATED ACCESS SERVICES (CONT'D.)

6.5 DS3 Service (44.736 Mbps) (Cont'd.)

6.5.2 Digital channels at 44.736 Mbps will be provided in one of the following configurations, as specified by the Customer:

- A. Clear Channel DS3: A DS3 signal that is transmitted intact and transparently as provided at the Customer interface. No performance monitoring is performed since all 44.736 Mbps are considered Customer data or voice.
- B. M13 Framed DS3: A DS3 that is channelized into 28 DS1 (1.544 Mbps) signals and include a predefined standard multiplexing scheme as defined in ANSI T1.107a. The M13 DS3 contains parity bits which can be monitored to offer an approximate measure of performance. 43.232 Mbps is Customer data (or voice), the remainder being used for framing, synchronization, parity, etc.
- C. C-bit Parity Framed DS3: A DS3 that can be used for subrated or nonsubrated DS3 signals. This allows DS3 signal monitoring for end-to-end performance measurement on an in-Service basis, transmitted on the maintenance data communications channel. The C-bit parity format is defined in ANSI T1.107a. 43.232 Mbps is Customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

6.6 Digital Data Service (2.4 to 56k)

Digital Data Service is a dedicated point-to-point or multi-point digital Service providing data transmission at standard synchronous speeds of 2.4 , 4.8, 9.6, 19.2, and 56 kbps. Data travels over the digital line between the customer's premise and the serving central office. Then, the digital circuit routes to another customer location or to an interexchange carrier's point of presence (POP). Digital Data uses four-wire, full-duplex, synchronous circuits.

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SECTION 6 - DEDICATED ACCESS SERVICES (CONT'D.)

6.7 T1 Service (1.544 mbps)

T1 is a digital transmission link with a total signaling speed of 1.544 mbps that can be provided as a channelized Service for separate voice or data channels or as an unchannelized raw bit stream. The unchannelized Service provides 1.536 mbps that can be split up anyway the Customer chooses. In network access applications, a T1 can also be used for private line networking.

T1 Service will only be offered where technically feasible or where network facilities are available. In other instances, T1 Service will be offered on an Individual Case Basis (ICB).

6.8 Primary Rate Interface (PRI)

The basic Primary Rate Interface (PRI) structure consists of 23 B-channels and a D channel, for a total transmission rate of 1.544 Mbps, which is equivalent to a T1 facility. Each 64 kbps B-channel carries user information such as voice calls, circuit-switched data, or video. The D-channel is a 64 kbps channel that is used to carry the control or signaling information.

Circuit-Switched Data Primary Rate Interface consists of 23B+D, which is equivalent to a T1 facility. The Customer may use Customer's Premise Equipment to bond together 64 kbps B-channels for the transmission of circuit-switched data or video.

Primary Rate Interface may have the following Service Configurations:

- A. 23B+D: This Service configuration provides for 23 B-channels and 1 D-channel. The B-channels carry user information such as voice calls, circuit-switched data, or video while the D-channel handles signaling information. When equipped, the D-channel can control a maximum of 479 B-channels. The B-channels may be provisioned on the same facility as the D-channel or on other PRS T1 facilities.
 - B. 24B: This Service configuration provides for 24 B-channels. The B-channels carry user information such as voice calls, circuit-switched data, or video. The signaling information is provided by a D-channel on the first T1 facility.
 - C. 23B+Back-up D: This Service configuration provides for 23 B-channels and a back-up D-channel. The back-up D-channel is used if the primary D-channel, which provides signaling for multiple T1 facilities, fails. Active calls are not maintained during the switch-over to the back-up D-channel. PRI Service will be offered where technically feasible or where network facilities are available. In other instances PRI Service will be offered on an Individual Case Basis (ICB).
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 6 - DEDICATED ACCESS SERVICES (CONT'D.)

6.9 Rates for Dedicated Access Services

6.9.1 General

Nonrecurring and monthly recurring rates apply for each Digital Transmission Service furnished by the Company. Monthly recurring rates vary according to the time period for which the Customer commits to take the Service. Unless otherwise noted, these standard rate elements are used in calculating the monthly recurring rate for each Service:

- A. Interoffice Channel Mileage-Fixed: This rate element applies per digital channel whenever there is mileage associated with the channel; a digital channel has mileage associated with it when the endpoints of the channel are located in geographic areas normally served out of separate Customer premises or the Customer premise and the Company MegaPop. This rate element applies per circuit.
 - B. Interoffice Channel Mileage-Per Mile: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two Customer premises or the Customer premise and the Company MegaPop. Fractions of a mile are rounded up to the next whole mile before rates are applied.
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 6 - DEDICATED ACCESS SERVICES (CONT'D.)

6.9 Rates for Dedicated Access Services (Cont'd.)

6.9.2 DS0 Service

Rates for DSO Service are offered on an ICB Basis.

6.9.3 DS1 Aggregate Service consists of up to 24 DS0 digital channels, which are aggregated at Company MegaPop onto a standard DS1 circuit with Interoffice Mileage at the terminating end.

Rates for DS1 Aggregate Service are offered on an ICB Basis.

6.9.4 DS1 Service (1.544 Mbps)

Rates for DS1 Service are offered on an ICB Basis.

6.9.5 DS3 Service (44.736 Mbps)

Type II DS3 Service

This Service consists of a DS3 (44.736 Mbps) capacity digital channel available on a 24 hour per day, 7 days per week basis between two points.

Rates for DS3 Service are offered on an ICB Basis.

6.9.6 DS3 Aggregating Service

This Service consists of up to 28 DS1(1.544 Mbps) digital channels, which are aggregated onto a standard DS3 circuit with Interoffice Mileage and End Link Access Charges at the terminating end.

Rates for DS3 Aggregating Service are offered on an ICB Basis.

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SECTION 6 - DEDICATED ACCESS SERVICES (CONT'D.)

6.9 Rates for Dedicated Access Services (Cont'd.)

6.9.7 Channelized DS3 Service

This Service consists of 28 DS1 (1.544 Mbps) digital channels which connect two customer locations each utilizing Channelized DS3 Service. The connection will be rated as a standard DS3 circuit at both ends.

Rates for Channelized DS3 Service are offered on an ICB Basis.

6.9.8 Rates for Digital Data Service

Rates for Digital Data Service are offered on an ICB Basis.

6.9.9 Rates for T1 and PRI Service

Rates for T1 and PRI Service are offered on an ICB Basis.

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Kansas City, MO 64108

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SECTION 7 - INDIVIDUAL CASE BASIS ARRANGEMENTS

Rates, terms or conditions for Dedicated Access Services, Interexchange Services and Other Services as specified in this price list may be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer. A copy of such contracts, if required, will be submitted to the Wyoming Public Service Commission pursuant to Commission Rules.

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Kansas City, MO 64108

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SECTION 8 - PROMOTIONAL OFFERINGS

The Company may establish temporary promotional programs to introduce present or potential customers to a Service not previously received by Customers. During specific promotional periods, an offer may be made to reduce nonrecurring charges on a nondiscriminatory basis, up to the full amount, for optional products and Services. A notice of each offering shall be filed with the Commission.