

Fusion Communications Services, LLC
420 Lexington Ave, Suite 1718
New York, NY 10170

Georgia Operator Services Price Guide
Original Page 1

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Effective: June 6, 2019

RESOLD INTEREXCHANGE ALTERNATE OPERATOR SERVICES

*This price guide, Georgia Operator Services Price Guide,
issued by Fusion Communications Services, LLC
replaces in its entirety
Georgia P.S.C. Tariff No. 8 issued by Cbeyond Communications, LLC d/b/a Birch*

Fusion Communications Services, LLC

420 Lexington Ave., Suite 1718
New York, NY 10170

This price guide contains the description, regulations and rates for the furnishing of services and facilities for telecommunications services provided by Fusion Communications Services, LLC with principal offices at 420 Lexington Ave., Suite 1718, New York, NY 10170. This price guide applies for service furnished within the state of Georgia.

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CHECK SHEET

The pages listed below, which are inclusive of this price guide, are effective as of the date shown on the respective page(s). Original and revised pages as named below comprise all changes from the original price guide and are currently in effect as of the date indicated.

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a Customer's Bill
- (M) Moved from Another Price guide Location
- (N) New
- (R) Change Resulting in a Reduction to a Customer's Bill
- (T) Change in Text or Regulation but no Change in Rate or Charge

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RESOLD INTEREXCHANGE ALTERNATE OPERATOR SERVICES

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions

Busy Hour - The two consecutive half hours during which the greatest volume of traffic is handled.

Call - A completed connection between the Calling and Called parties.

Calling Station - The telephone number from which a Call originates.

Called Station - The telephone number called.

Carrier - An entity other than the Company that provides telecommunications services.

Commission - The Georgia Public Service Commission.

Company – Fusion Communications Services, LLC, unless specifically stated otherwise.

Customer -A person, firm, corporation, partnership or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this price guide.

Day - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

Disconnect - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Evening - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

Incomplete - Any Call where voice transmission between the Calling and Called station is not established.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

1.1 Definitions (Cont'd.)

Holiday - For the purposes of this price guide recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Message - A completed telephone call by a Customer or User.

Normal Business Hours - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Premises - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

Rate - Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

State -- Georgia

Terminal Equipment - Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

User – Customer or any authorized person or entity that utilizes the Company's services.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

1.2 Abbreviations

BLV	Busy Line Verification
CPE	Customer Premises Equipment
PBX	Private Branch Exchange
PIC	Primary or Preferred Interexchange Carrier
POP	Point of Presence
V&H	Vertical and Horizontal Coordinates

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company provides resold long distance message and long distance operator service to Customers for the direct transmission of voice and other types of telecommunications.
- 2.1.2 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this price guide. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3 The Company's services are provided on a monthly basis, unless otherwise stated in this price guide. Services are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations of Service

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this price guide.
- 2.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this price guide.
- 2.2.5 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.

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

2.2 Limitations of Service (Cont'd.)

- 2.2.6 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this price guide.

2.3 Limitations of Liability

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this price guide.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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

2.3 Limitations of Liability (Cont'd.)

2.3.4 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:

- A. Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
- B. Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
- C. Any unlawful or unauthorized use of the Company's facilities and services;
- D. Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
- E. Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
- F. Claims arising out of any act or omission of the User in connection with service provided by the Company.
- G. Breach in the privacy or security of communications transmitted over the Company's facilities;

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

2.3 Limitations of Liability (Cont'd.)

2.3.4 (Cont'd.)

- H. Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
- I. Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof.
- J. Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- K. Any noncompleted calls due to network busy conditions; and
- L. Any calls not actually attempted to be completed during any period that service is unavailable.

2.3.5 The User shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against claims set forth in Section 2.3.4.

2.3.6 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.

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

2.3 Limitations of Liability (Cont'd.)

- 2.3.7 Any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.8 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement.
- 2.3.9 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred.

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders, complying with price guide regulations and assuring that Users comply with price guide regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.

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

2.4 Responsibilities of the Customer (Cont'd.)

- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.
- 2.4.7 The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

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

2.5 Allowances for Interruptions in Service

2.5.1 General

- A. A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this price guide.
- B. An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, 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.

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

2.5 Allowances for Interruptions in Service (Cont'd.)

2.5.2 Application of Credits for Interrupted Services

- A. At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis.
- B. Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- C. In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.
- D. When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.

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

2.5 Allowances for Interruptions in Service (Cont'd.)

2.5.3 Limitations on Allowances

A. No credit allowance will be made for any interruption of service:

1. due to the negligence of, or noncompliance with the provisions of this price guide by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;
2. due to the failure of power, equipment, systems or services not provided by the Company;
3. due to circumstances or causes beyond the control of the Company;
4. during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
5. during any period in which the User continues to use the service on an impaired basis;
6. during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
7. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
8. that was not reported to the Company within thirty (30) days of the date that service was affected.

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

2.6 Termination of Service

- 2.6.1 A Customer may terminate service, with or without cause, by giving the Company notice. The Company may terminate service with cause by giving the Customer five (5) business days' written notice. The Company may terminate service without notice in the event of the Customer maintaining and/or operating its own equipment in a manner that may cause imminent harm to the Company's equipment.
- 2.6.2 The Customer is responsible for all charges incurred to the Access Number regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in collecting such charges.

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

2.7 Payment of Charges

- 2.7.1 The Customer is responsible for payment of all charges for service furnished to the User.
- 2.7.2 The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.
- 2.7.3 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately 30 days in length.
- 2.7.4 Customers must notify the Company either verbally or in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay disputed charges while the Company conducts its investigation into the matter.

2.8 Deposits

The Company may at times require deposits from Customers. Interest on deposits will be paid at an annualized rate of seven percent (7%), as required by the Georgia Public Service Commission.

2.9 Advance Payments

The Company will not require advance payments from Customers.

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

2.10 Contested Charges

All bills are presumed accurate and shall be binding on the Customer unless objection is received by the Company no more than thirty (30) days after such bills are rendered. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.10.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.10.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Georgia Public Service Commission. The address of the Commission is:

Georgia Public Service Commission
47 Trinity Avenue
Atlanta, Georgia 30334

2.11 Taxes

State and local sales, use and similar taxes are billed as separate items and are not included in the quoted rates for service.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

- 3.1.1 The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time the called party answers (*i.e.* when two-way communications is possible), and ends when either party hangs up.
- 3.1.2 No charges apply if a call is not completed.
- 3.1.3 For billing purposes, all calls are rounded up to the nearest minute and billed in increments of one minute. The minimum call duration is 1 minute for a connected call.
- 3.1.4 Where applicable, charges will be rounded up to the nearest penny.
- 3.1.5 Usage begins when the called party picks up the receiver (*i.e.* when two-way communication is possible). The Company utilizes software answer supervision, which permits up to 60 seconds of ringing before the Call becomes billed usage. A Call is terminated when the calling or called party hangs up.
- 3.1.6 The Company will not knowingly charge for Incomplete Calls. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any unanswered call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision. Where answer supervision is not available, any Call for which the duration exceeds one (1) minute shall be presumed to have been answered.

3.2 Start of Billing

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this price guide.

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RESOLD INTEREXCHANGE ALTERNATE OPERATOR SERVICES

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.3 Calculation of Distance

Where applicable, 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, as calculated by using the V&H Coordinates set forth in Southern Bell's General Subscriber Services Tariff, Section A18.

3.4 Minimum Call Completion Rate

Customer can expect a call completion rate of at least 90% per 100 calls attempted during peak use periods for all Feature Group D (1+) services. The Company will engineer its switching systems on the basis that at least ninety percent (90%) of the Customers accessing their system will be served during the Busy Hour.

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RESOLD INTEREXCHANGE ALTERNATE OPERATOR SERVICES

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.5 Service Offerings

The Company offers intraLATA and interLATA long distance services. The Customer's total monthly use of the Company's service is charged at the applicable rates per minute set forth herein, in addition to any monthly service charges. None of the service offerings are time-of-day sensitive.

3.5.1 1 + Long Distance Services

The Company's 1+ Long Distance Service is a switched long distance message telecommunications service provided between points within the State. Customers subscribing to this service may make Calls from any location in the State at any time of day or night for a flat-rated per minute charge.

3.5.2 Directory Assistance

Directory Assistance provides Customers with access to telephone number information.

The Company does not offer Directory Assistance to Customers. Directory Assistance services are provided by the Company's underlying carrier.

3.5.3 Operator Services

Operator Services involve assisting Customers with the placement of telephone calls, including collect calls, calling card calls, credit card calls, person-to-person calls, and third party calls, as well as obtaining related information.

Operator services are provided by the Company's underlying carrier.

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RESOLD INTEREXCHANGE ALTERNATE OPERATOR SERVICES

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.5 Service Offerings (Cont'd.)

3.5.3 Operator Services (Cont'd.)

The following services are available at this time:

- A. All long distance-billable/toll calls (including intrastate (intra/interLATA), interstate, and/or international), as permitted by applicable federal and state regulatory laws, except as noted below, that: (i) are originated using the Company's operator services; (ii) are billed to the customer or to a specified location; *and* (iii) require operator assistance. Such Calls include but are not limited to:
1. Station-to-station operator-assisted calls utilizing participating and valid Bell Operating Company ("BOC") or Independent Telephone Company ("ITC") calling cards, or non-proprietary calling cards issued by long distance companies;
 2. Operator-assisted calls utilizing participating commercial credit cards;
 3. Collect (billed to called number) calls;
 4. Calls billed to valid third party telephone numbers;
 5. Person-to-person credit card and/or calling card calls; and
 6. Customer-dialed calls (*i.e.* 0 + Area Code + seven digits + credit card number) billable to credit/calling card accounts as provided under (3.5.3.A.1.) and (3.5.3.A.2.) above.

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.5 Service Offerings (Cont'd.)

3.5.3 Operator Services (Cont'd.)

- B. Unless expressly authorized by applicable federal or state laws and regulations, the operator services to be provided by the Company do not include local or intraLATA operator services that are originated and terminated within a geographic area deemed to be a toll-free local calling area, or LATA. Local or intraLATA operator-assisted telephone Calls include but are not limited to: local/intraLATA collect, local/intraLATA person-to-person collect, local/intraLATA billed to a calling card, and local person-to-person calls billed to another number.

3.5.4 Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

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SECTION 4 - RATES AND CHARGES

4.1 Services

4.1.1 0+/0- Long Distance Intra- and Inter-LATA Service

Per minute rate: \$ 0.25

4.1.2 Operator Services

The following charges apply to card and operator calls accessing the underlying Carrier's network and are in addition to the usage charges for intra and inter-LATA calls set forth in Section 4.1.1.

A.	Customer Dialed Calling Card	\$0.50
B.	Customer Dialed/Operator Assisted	\$0.50
C.	Customer Dialed/Operator Must Assist	\$0.50
D.	Operator Dialed Calling Card Station	\$0.50
E.	Operator Dialed Calling Card	
	Person-to-Person	\$0.50
F.	Operator Station, Collect	\$0.50
G.	Operator Station, Third Number	\$0.50

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RESOLD INTEREXCHANGE ALTERNATE OPERATOR SERVICES

SECTION 4 - RATES AND CHARGES (CONT'D.)

4.2 Promotions

From time to time, the Company may offer services or waive or vary service rates for promotional, market research or other similar business purposes. Such offerings will be listed in this price guide and varying rates for promotional offerings will not exceed those in this price guide for the same services.

4.3 Bad Check Charge

Per returned check: \$25.00

4.4 Reconnect Charge

If service has been discontinued for proper cause, the Company will charge a fee to defray the cost of restoring service to the Customer. This fee will be calculated by the Company on an ICB basis.

4.5 County Wide Calling

Pursuant to GA Code Ann. § 46-5-25.1, all calls originating and terminating within the same county are toll-free.

4.6 0-22 Mile Band Restriction

Pursuant to GA Code Ann. § 46-2-25.2, all calls originating and terminating between central offices that are within 22 miles of each other are toll-free.