

POTS Service Guide

This POTS Service Guide sets forth the specific terms and conditions applicable to voice services offered by Birch Communications, Inc., and its Affiliates (“Birch”) as described in the Product Descriptions herein. Birch reserves the right to change any of this Service Guide by posting it to the Birch website.

Definitions and Abbreviations

The following terms, whether or not capitalized in this Service Guide, shall have the meanings set forth below:

900 Call Restriction – Allows Customers to restrict 900 prefix outgoing calls from being placed over their exchange access lines.

Additional Listings – A separate and alphabetically distinct listing for the names of anyone else living at the end user’s home or, for example, partners in a business.

Additional Listing - Hunt Number Group – A listing which bears the name of a line other than the first line of a rotary number group.

Additional Main Listing – A listing which may be ordered for a Personalized Ring Number (Distinctive Ring) in order to list the name of a person, firm or corporation other than the end

user of record. The end-user is allowed one free additional main listing per Personalized Ring number.

Affiliate – an entity that controls, is controlled by, or is under common control of Company.

Alternate Listings – A listing of an alternate telephone number to be called in case no answer is received at the primary call number.

Applicant – A Person requesting that Company provide the Service described in this Service Guide.

Auto Redial – Enables the Customer to automatically redial the last outgoing telephone number. When the telephone number is busy, the Company’s equipment will keep trying to call the number being redialed for a maximum of 30 minutes.

Business – When used in relation to service, means service provided in offices, stores, factories and all other places for business use.

Call Blocker – Enables the Customer to block calls from preselected telephone numbers and/or the last incoming call (without knowing the number). To block specified telephone numbers, the Customer builds a screening list. To block an unknown number after receiving a call, the Customer enters a code to add the number to their screening list. If facilities are unavailable to provide incoming call screening via the Customer’s list, standard call completion will occur. Customers whose telephone numbers are blocked are directed to a Company recorded announcement.

Call Forwarding – Automatically routes incoming calls to a designated answering point selected by the subscriber, regardless of whether the user’s station is idle or busy. The subscriber may change the designated answering point using the telephone key pad.

Call Forwarding-Busy Line – Automatically routes incoming calls to a pre-designated answering point when the called line is busy.

Call Forwarding-Busy Line/Don't Answer – Allows incoming calls that encounter a busy condition or are not answered after a predetermined number of rings to be automatically forwarded to a predesignated telephone number within the exchange or the Long Distance Telecommunications Network. The Call Forwarding Customer is responsible for the payment of charges (e. g., tolls charges) for each call between the Call Forwarding equipped telephone line and the line to which the call is being forwarded.)

Call Forwarding-Don't Answer – Automatically routes incoming calls to a pre-designated answering point when the called line is not answered after a preset number of rings.

Call Return – Enables a Customer to automatically redial the telephone number of the last incoming call. If that telephone number is busy, the Company's equipment will keep trying to call the number being redialed for a maximum of 30 minutes.

Call Trace – Enables a Customer to initiate a trace of the last incoming call by dialing an activation code before receiving another call. If a trace is successful, the Company's equipment will record the incoming call detail (not the conversation). The call detail may be provided only to law enforcement authorities upon proper request. The results of the trace will not be provided to the Customer directly. For further action to be taken, the Customer can contact the Company via the telephone number provided in the Call Trace announcement. At its sole option, the Company will set up a tracing arrangement at no charge to the Customer when in the judgment of the Company, the unwanted call(s) present a serious threat of bodily harm or destruction of property and Call Trace is not available or is not otherwise a suitable solution. In such situations, the Company, not the Customer, will perform the entire call trace function.

Call Transfer – Provides the capability to transfer or add a third party, using the same line.

Call Transfer Disconnect – Enables business Customers to add on another line to an established call creating a three-way call. The Call Transfer Disconnect subscriber may disconnect from the three-way call and allow the other two parties to continue talking, thereby freeing their line for the purpose of originating another call. The Call Transfer Disconnect feature cannot be used to expand a calling scope and is, therefore, not available to Customers subscribing to an optional flat-rate local, toll or expanded calling plan. Call Transfer Disconnect cannot be used to avoid toll charges. Call Transfer Disconnect Customers are responsible for any toll or other charges associated with calls they originate.

Call Waiting – Provides the user with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch hook or hanging up the phone and being rung back by the caller.

Call Waiting ID – Allows for the display of the name and/or number of a new caller when user is already talking on the telephone and receives another phone call on the Customer's CPE and allows the Customer to decide to answer the new incoming call or not.

Call Waiting ID Options – Allows Call Waiting ID Customer to identify the name and/or number of an incoming caller when already talking on the telephone and receive another phone call on Customer's CPE. The Customer may decide how to handle the second caller from a menu choice known as Disposition Codes appearing on the Customer's CPE as menu options.

Cancel Call Waiting – Allows a user to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Caller ID – Number – Identifies the 10-digit number of the calling party before the call is answered. Specialized answering equipment is required to display the calling party information. The calling party may block the display of their number by dialing a code prior to placing the call.

Caller ID – Name – Identifies the name associated with the calling number before the phone is answered. This feature requires Caller ID – Number.

Caller ID on Call Waiting – Provides calling number and calling name delivery following the Call Waiting tone.

Caller ID Blocking – Blocks the delivery of the number and name to the called party on a per call basis. Can either be “selective” or “complete.”

Calling Features – Optional telephone services allowing Customers to efficiently manage the call flow generated over their exchange access lines.

Caption Listing – A listing set arrangement composed of a caption header and indented listings. A caption benefits the user by simplifying the appearance of the listing.

Collect Call – Denotes a billing arrangement by which the charge for a call may be reversed provided the charge is accepted at the called service point. A collect call may be billed to a calling card or third party number. In the case of a telephone which is identified as Customer-Owned Pay Telephone Service, the charges must be billed to a calling card or third number, or the call may be re-originated from the called service point.

Commission – The Public Service Commission or equivalent regulatory body of the state jurisdiction in which Company provides the Services.

Company – Birch Communications, Inc. or the Affiliate providing the Service, as applicable.

Control – Means possessing at least 50% of the voting equity of an entity, either directly or through one or more subsidiaries or other Affiliates.

CPE – Customer Provided Equipment.

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

Customer Alerting Enablement – Allows business lines to receive an audible alerting tone (intermittent dial tone) transmitted from the central office.

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

Customer Provided Equipment (CPE) – Equipment provided by the Customer.

Demarcation Point – That point of interconnection between the Company’s facilities and the wiring at the Customer Premises. The Demarcation Point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission’s rules and regulations (a network interface).

The network interface may be located at a point other than the normal demarcation point where the network interface is already established by the presence of network equipment on the effective date of this Service Guide. For multi-unit structures (e.g., apartments, college campuses, shopping centers), the structure owner shall make the final decision on whether the structure shall be treated as a multi-unit structure with one Demarcation Point per unit or, as a single unit with one Demarcation Point for the entire structure. The structure owner shall have the option of having the Demarcation Point placed at a location other than that determined by the Company, provided the structure owner pays any additional construction costs and such location is consistent with the minimum point of entry standard.

With regard to premises for any structure that is built to be mobile (e.g., mobile homes, recreational vehicles), the Company may place the Demarcation Point on a post or pole at or near the pad where such structure is intended to rest. Boat docks and similar premises may be treated by the Company as a single unit premises, with the Demarcation Point being placed on the shore.

Directory Assistance – Service whereby Customers may request assistance in determining telephone numbers when the listed name is provided.

Directory Assistance Call Completion (DACC) – Service whereby Customers may request completion of local or intraLATA long distance calls to a requested number by either the Directory Assistance operator (Semi-Automated) or the Directory Assistance audio response system that provides the requested directory number (Fully Automated).

Directory Listing – The publication in the AT&T (formerly SBC-Ameritech) Telephone White Pages directory of information relative to the Customers’ telephone numbers (“the Directory”), by which telephone users are enabled to ascertain the telephone number of a desired telephone.

Disconnection – The temporary cessation of telecommunications service.

DN – Dependent Number. See “Multi-Directory Numbers.”

Dual Name Listings – A listing provided for two persons who reside at the same address or for a person known by two first names.

Dual Tone Multi-Frequency (DTMF) – The pulse type employed by tone dial station sets.

Extra Lines – An extra line (consisting of five words or any fraction thereof) under the Primary Listing for the proper placement of telephone calls and not for advertising purposes or to show store hours.

Exchange – A telephone system which provides for service within a specified area known as the “Exchange Area.”

Exchange Service – The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Service Guide.

Expanded Local Calling – Expanded Local Calling (ELC) is a two-way mandatory service that permits subscribers in one exchange to call Customers in certain other exchanges without long distance charges. The rates for the exchanges are not included in the basic local rate.

Extended Area Service – A Local Exchange Service that is provided between two or more contiguous exchange areas.

Extended Area Calling Service – Extended Area Calling Service (EACS) permits subscribers in one exchange to call Customers in contiguous exchanges for an additional monthly charge.

Flat Rate Service – Exchange Service furnished for a specified sum without regard to the amount of use.

Foreign Listings – Allows the Customer to have a Directory listing outside of his/her local area.

Free Additional Listing – A 911 telephone number listing must be listed along with a non-emergency telephone number for emergency agencies. There is no charge for this listing.

Hunting – Series – A hunting arrangement that provides for sequential hunt over members identified within the hunt group. The hunt for an idle line begins at the telephone number dialed and proceeds sequentially through the lines identified in the hunt group until an idle line is found or the last assigned number within the hunt group is reached. If an idle line is found, the hunt stops and the idle line is rung. If all lines are busy, the caller receives a busy signal.

Hunting – Circle – A hunting arrangement similar to sequential hunting except, if no idle line is found by the time the last line in the group is reached, the hunt circles back to the first line in the group and hunts up to but not including the line where the hunt started.

Hunting – Preferential – Some or all of the lines in a hunt group may have an associated preferential hunt list. This hunt list permits a pre-hunt over a subset or preferential group of lines before hunting through the multiline hunt group.

Individual (1-Party) Line Service – A grade of Exchange Service which provides for a maximum of one main station on a line.

Intercept Referral Service-Basic – Used when a Customer disconnects service or changes his telephone number. Calls to the intercepted telephone number are referred to an operator or a recorded message. The caller is provided with information such as a new telephone number and/or name and/or address. This service is provided to Customers for a minimum of 30 days, while capacity on facilities exists.

Intercept Referral Service-Special – Same as Intercept Referral Service – Basic, plus it provides additional information to the caller.

Intercom Calling – Enables single line Customers to set up internal communications (intercom) between multiple telephone extensions. The Customer establishes intercom calls by dialing a code and hanging up the telephone handset. The code activates distinctive ringing to alert intercom users of an intercom call. Three-Way Calling is necessary for the operation of Intercom Calling. This feature is obsolete except for existing Customers at existing locations.

Interexchange Channel – That portion of a channel which interconnects exchanges in which the stations are located.

LATA – Local Access and Transport Area.

Local Messages – A local message is a telephone conversation of any prescribed length between two telephone stations. It is the measurement upon which the charges for telephone communications are based when the calling station and the station to which communications is established are both within the same local service area.

Local Service Area – That area within which a Customer can make telephone calls at exchange rates.

Multi-Directory Numbers – Allows Customers to establish up to three telephone numbers on the same access line. Each number is assigned a distinctive ring. The billing telephone number is the “master” number and has a standard ring. The other number(s) are dependent numbers and are assigned individual distinctive rings.

Multiline Hunt Group – Rotary (hunting) service provided in Electronic Switching System (ESS) offices where a standard seven-digit number is assigned only to the first line in a Customer’s number group. Subsequent lines are designated by using two-, three- or four-digit numbers dependent on the type of ESS office. The Company reserves the right to determine when Multiline Hunt Group numbers are assigned.

Night Number Service – Allows calls to be routed to a specific line or trunk in a hunt group. The Night Number is strapped in the Central Office to either a telephone number of a terminal working at the end user’s location. Night numbers associated with a terminal will not hunt.

Non-listed Service – A listing, at the Customer’s request, is omitted from the Directory, but appears on Directory Assistance records.

Non-published Exchange Service – A listing, at the Customer’s request, is omitted from the Directory but appears on Directory Assistance with NP instead of the telephone number.

Operator Services:

Non-Automated – Where the person originating the call dials zero or a special access number (e. g., an 800/888 number), and the operator dials the number and collects billing information for completion of the call.

Semi-Automated – Where the person originating the call dials zero or a special access number (e. g., an 800/888 number), (or 1+ calls from pay telephones), then dials the desired telephone number, and the operator collects billing information for completion of the call.

Fully Automated – Fully automated service is where the person originating the call dials zero or a special access number (e.g., an 800/888 number), then dials the desired telephone number, and then dials the service selection codes as instructed by the automated billing equipment, and the call is completed without the assistance of an operator.

Person – An individual, corporation, limited liability company, partnership, or any other entity.

Preferred Customer Discount (PCD) – A discount added to the monthly invoice and deducted from the rack rate for grandfathered products and term contract discounts.

Primary Listing – One listing in the Directory, at no charge, when applying for telephone service. One copy of the telephone directory for the service area in which Customer is a subscriber will be delivered to Customer within 10 days after service is installed.

Priority Call – Provides the Customer with a distinctive ring or Call Waiting tone (if the Customer has subscribed to Call Waiting), when the Customer is called from preselected telephone numbers. The Customer can construct or modify the telephone number screening list by dialing a unique code. The Company's equipment will screen incoming calls against the screening list and provide a distinctive ring for telephone numbers on the list.

Regular Extra Listings – A listing for the same address and phone number as, and in addition to, the Primary Listing in the Directory.

Remote Access to Call Forwarding – Allows the user to activate and/or deactivate the Call Forwarding feature from any remote location, using a Touch-tone phone.

Remote Call Forwarding – A service whereby calls placed to a telephone number are automatically forwarded by central office equipment to another number designated by the end user. The Remote Call Forwarding number may be either a different exchange (remote) or another central office area within the same exchange (local). Additional paths may be provided to handle multiple calls to the Remote Call Forwarding number as long as there are at least an equal number of lines at the terminating end. Any toll portions of calls are billed to the Customer.

Secondary Listing - An end user who is geographically located in one white pages telephone directory area (primary) is also allowed a listing in other the pages telephone directories (secondary) to ensure complete directory coverage. The entitlement of additional coverage in the secondary directory is determined by the NXX. The primary white pages telephone directory is always the directory serving the exchange where the service is located.

Secretarial Listings – A listing contracted for by a Customer in the secretarial services business whereby that Customer's patrons, with their permission, are listed alphabetically in the Directory with the Customer's telephone number.

Services – Voice telecommunications services for residential and business customers, including the features, all as described herein.

Special Reversed Long Distance Charge – A subscriber of Special Reversed Long Distance Service may be furnished a foreign listing text of "no Charge for Calls Dialed Direct to This Number From (name of exchange).

Supplemental Address Information – Additional information, such as apartment number, building number, or suite number which appears with the primary listed address in the Directory.

Selective Call Forwarding – Enables the Customer to forward incoming calls from preselected telephone numbers to another telephone number. The Customer can construct or modify a telephone number screening list by dialing an activation code. The Company equipment will screen incoming calls against the Customer's list and forward only those telephone numbers on the list.

Sent-Paid – Denotes a billing arrangement whereby a call is charged to the service point originating the call.

Series Completion – Telephone numbers assigned in a rotary (hunting) number group where each number assigned is a standard seven-digit number. The Company reserves the right to determine when series completion numbers are assigned.

Simultaneous Call Forwarding – Provides the Customer that also subscribes to an appropriate call forwarding service with the ability to forward multiple incoming calls simultaneously to another telephone number designated by the Customer. The line/trunks at the Simultaneous Call Forwarding Customer's terminating location must equal or exceed the aggregated number of potential originating calls from all Customer locations. The Simultaneous Call Forwarding Customer is responsible for the payment of charges (e. g., toll charges) for each call between the Simultaneous Call Forwarding equipped telephone and the line to which the call is being forwarded. This service cannot be used to avoid toll.

Six-Way Calling – Allows a station in the talking state to add up to four additional parties to the call. This feature may be used on both incoming and outgoing calls.

Speed Calling – Allows a subscriber to establish a speed calling list, which associates telephone numbers with a unique q-digit and/or 2-digit speed calling code. Initial entry and changes to the speed calling list are directly input from the associated subscriber line. This feature is available as an eight code list or a thirty code list. Code lists may include local and/or toll telephone numbers.

Station – Telephone equipment from or to which calls are placed.

Termination – The permanent cessation of telecommunications service.

Three-Way Calling – Allows a station in the talking state to add a third party to the call. This feature may be used on both incoming and outgoing calls.

Toll Restriction – Allows the Customer to establish, on a per line basis, call restrictions by the calling party.

Two-Point Service, Person-to-Person – That service where the person originating the call specifies to the Company operator a particular person, department or office to be reached.

Two-Point Service, Station-to-Station – That service where the person originating the call dials the telephone number desired or gives to the Company operator the telephone number of the desired service point, or gives only the name and address under which the number of the service point is listed, and does not specify a particular person, department or office to be reached.

1. RULES AND REGULATIONS

1.1 Undertaking of the Company

1.1.1 The Company undertakes to furnish telecommunications service described in this Service Guide pursuant to the terms and conditions of this Service Guide at the rates and charges specified in connection with one-way and/or two-way information transmission between points as ordered by Customer.

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

1.1.3 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 any other cause.

1.1.4 The Company may undertake service-affecting activities that may occur in normal operation of the Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Such activities are not necessarily specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from wiring or equipment damage, notification to the Customer may not be possible.

1.1.5 Customers may be required to execute any documents as may be reasonably requested by the Company.

1.1.6 Applications for initial or additional service made orally or in writing become a contract upon the establishment of the service or facility.

1.1.7 The Company may decline to serve an applicant for the following reasons:

(1) Applicant's facilities inadequate: If the applicant's installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given;

(2) For indebtedness: If the applicant is indebted to the Company for any reason;

(3) Refusal to make deposit: If the applicant refuses to make or increase a deposit if applicant is required to do so by Company;

(4) For failure to provide the Company with necessary access to Company-owned equipment after the Company has made a written request to do so;

(5) For failure to make any payment when due to Company, whether or services under this Service Guide or otherwise;

(6) If the Company has reason to believe that applicant has used a device or scheme to obtain service without payment and where the Company has so notified applicant prior to disconnection;

(7) For violation of or noncompliance with a Commission order, municipal ordinances or other applicable laws; or any rules of the Company on file with the Commission for which the Company is authorized by Service Guide to discontinue service for violation or non-compliance; or

(8) If Customer's use of equipment adversely affects the Company's service to others, and said disconnection may be so accomplished without notice to the Customer.

2.1 Limitations of Service

2.2.1 Persons interested in the Company's services shall submit information to the Company which fully satisfies the Company and identifies the services requested.

2.2.2 Service is offered subject to the availability of the necessary facilities and equipment, necessary arrangements with other carriers and billing capabilities, and is subject to the provisions of this Service Guide. The Company reserves the right not to provide service to or from a location where legally prohibited.

2.2.3 The Company reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision in this Service Guide, the rules and regulations of the Commission, or the law.

2.2.4 Title to all facilities provided by the Company under this Service Guide remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Service Guide shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.2.5 No service will be available hereunder to any applicant unless and until the Company has executed an interconnection agreement with the incumbent local exchange carrier that is approved by the Commission and the Company commences to provide services in the state.

2.3 Use of Service

2.3.1 Permitted Uses

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

2.3.2 Minimum Service Period

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

2.3.3 Fixed Service Period

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

2.3.4 Termination

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

2.4 Limitation of Liability

2.4.1 THE LIABILITY OF THE COMPANY FOR ANY CLAIM OR LOSS, EXPENSE OR DAMAGE, DUE TO ANY INTERRUPTION, DELAY, ERROR, OMISSION, OR DEFECT IN ANY SERVICE, FACILITY, OR TRANSMISSION PROVIDED UNDER THE SERVICE GUIDE SHALL NOT EXCEED THE AMOUNT OF THE CREDIT ALLOWANCE DESCRIBED IN SECTION 2.6 HEREIN. THE EXTENSION OF CREDIT ALLOWANCES AS DESCRIBED IN SECTION

2.6 SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER AND SOLE LIABILITY OF THE COMPANY FOR ANY INTERRUPTION, DELAY, ERROR, OMISSION, OR DEFECT IN ANY SERVICE, FACILITY, OR TRANSMISSION PROVIDED UNDER THE SERVICE GUIDE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, OR FOR ANY LOST INCOME OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME.

2.4.2 The Company shall not be liable for any claim or loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Service Guide, if caused by or resulting from: any person or entity other than the Company; any malfunction of any service or facility provided by any Person other than the Company; labor difficulties; fire, flood, earthquake, or any other act of God; explosion; war; act of terrorism; riot or civil disturbance; any law, order, regulation, direction, action or request of any federal, state or local government or any department, agency, commission, bureau, or other instrumentality of federal, state or local government; or by any other cause beyond the Company's control.

2.4.3 The Company shall not be liable for and shall be defended, fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:

- A. Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by the Company under this Service Guide;
- B. Connecting, combining, or adapting the Company's facilities with Customer's or any third-party's apparatus or systems;
- C. Any loss, destruction or damage to property of the Company, the Customer, or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party caused by or resulting from any acts or omissions of Customer, its employees, agents, representatives, family members or invitees, whether negligent or intentional;
- D. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of the Company or any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not expressly authorized by this Service Guide or any agreement between the Customer and the Company; or
- E. Any personal injury or death of any person or for any loss of or damage to Customer Premises or any other property, whether owned by Customer or others, caused directly or indirectly by the negligence or the installation, maintenance, location, condition, presence, use, or removal of equipment or wiring provided by the Company, if not caused by the intentional acts of the Company.

2.4.4 Emergency 911 Service (E911) is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons,

and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agencies of any one of them.

When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority. By subscribing to service under this Service Guide, Customer acknowledges, authorizes, and agrees with the release of information as described above.

The Company will supply subscriber information to update the Emergency 911 Service database at the time the Company submits subscriber orders for basic local exchange telecommunications service to the incumbent local exchange carrier.

At the time the Company provides basic local service to a Customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911. At that time, the Company will be obligated to provide facilities to route calls from the end users to the proper PSAP.

The Company recognizes the authority of the E-911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity.

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

2.4.6 THE COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS SERVICE GUIDE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

2.5 Interruption of Service

Customer will be entitled to a credit allowance for an interruption of service which is not caused by or does not result to any extent from the negligence or act of Customer or to the failure of channels, equipment, power supplies, and/or communications systems provided by Customer or Persons other than the Company. A credit allowance is subject to the provisions of this section and the other sections

of this Service Guide, including, but not limited to, the general liability provisions set forth in Section 2.4 herein and the terms of Section 2.6 herein. Customer is obligated to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance. Before giving such notice, Customer shall ascertain that the interruption is not being caused by any action or omission of Customer within his or her control, or is not in wiring on Customer's side of the Demarcation Point or equipment, power supplies, or communications systems, if any, furnished by Customer or Persons other than the Company.

2.6 Responsibility of the Customer

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

- A. Placing orders for service; paying all appropriate charges for service rendered by the Company; complying with the Company's regulations governing the service; and assuring that its users comply with regulations.
- B. Providing:
 - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - 2. the name(s), telephone number(s), and address(es) of the Customer contact person(s).
- C. Paying the Company for the replacement or repair of the Company's equipment when the damage results from:
 - 1. the negligence or willful act of Customer or user;
 - 2. improper use of service; or
 - 3. any use of equipment or service provided by others.
- D. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate the Company's facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain a proper operating environment on such premises;
- E. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space described above. Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by Customer, or, at Company's option, may be charged by the Company to the Customer;
- F. Providing the Company's authorized employees, contractors, or agents access to the Customer's premises at all reasonable hours for any purpose reasonably pertinent to furnishing of telephone service;

G. 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 Premises or the rights-of-way for which the Customer is responsible under this section; and granting or obtaining permission for the Company's employees, contractors, or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon termination service as stated herein, removing the facilities or equipment of the Company, and not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;

H. A Customer who subscribes to the Company's Exchange Service and resells these services to others shall be responsible for complying with all laws and regulations of the State of Michigan, which relate in any way to its provision of local telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, Service Guide obligations, and payment of applicable taxes. The Company has no obligation to provide notice to, or otherwise communicate with, Customers regarding local telephone service provided by another carrier.

I. 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, contractors, or agents shall be installing or maintaining the Company's facilities and equipment.

2.6.1 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice to Customer, Customer shall make available the facilities provided by the Company for such tests and adjustments as may be necessary to maintain the facilities, as determined by Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.6.2 Credit Allowances

A. Credit for failure of service or equipment will be allowed only when failure is caused by, or occurs in facilities or equipment owned, provided and billed for, by the Company only.

B. Credit allowances for failure of service or equipment begins when Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.

C. Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment, any act or omission of the Customer, or in wiring or equipment located on the Customer's side of the Demarcation Point.

D. Only those portions of the service or equipment provided by Company that are disabled will be credited. No credit allowances will be made for:

1. interruptions of service resulting from the Company performing routine maintenance or an emergency situation;

2. interruptions of service for implementation of a Customer order for a change in the service, interruptions caused by the acts or omissions of Customer or its user, or when Company is unable to access Customer's Premises;
3. interruptions of service because of the failure of inside wiring, or a service or equipment provided by Customer, its authorized user, or other carriers; or
4. any reason occurring as a result of lack of facilities where a Customer requests service at a geographically remote location, a Customer requests service in a geographic area where Company is not currently offering service, or there are insufficient facilities to meet Customer's request for service.
5. in no event shall a credit be allowed for any reason in excess of one month's billing to Customer.

E. Credit Allowance – Directory

For listings in alphabetical telephone directories and information records furnished without additional charge, no liability shall be attached to the Company.

Subject to the provision of Section 2.4 of this Service Guide, the Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), or in information records, an amount within the following limits:

1. For listings in alphabetical telephone directories furnished at additional charge, as set forth herein, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred; and
2. For listings in the information records furnished at additional charge, as set forth herein, an amount not in excess of the charge for the listing during the period of omission or error.

2.6.3 Cancellation by Customer

A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service contract. Such termination charge will be stated in the Customer's term agreement agreed upon with the Company

B. If Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before the service begins, or before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and the Company, a charge will be made to Customer for the non-recoverable portions of expenditures or liabilities incurred on behalf of Customer by the Company and not fully reimbursed by installation and monthly charges received as of the date of cancellation. If based on the order, any construction has either begun or been completed, but no service provided, the non-recoverable cost of such construction shall be borne by Customer and payable upon demand by Company.

2.6.4 Payment and Charges for Service

A. Charges for service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis on or about the same day each month. Service continues to be provided until canceled by Customer or by the Company in accordance with provisions of this Service Guide. The due date printed

on the monthly invoice shall not be less than twenty-one (21) days after the date of the invoice. Payment at Company offices in person shall be deemed received the date payment is made. Payment made in the Company's night depository shall be deemed received on the next full business day.

B. Payment will be due pursuant to applicable Commission rules. The Company includes its name and its toll-free telephone number on all invoices.

C. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s), e.g., collect, 800; billed to the Customer's number(s) via third-party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

D. Service may be denied pursuant to the Commission's rules regarding disconnection of service for nonpayment. Restoration of service will be subject to all applicable installation charges.

E. Customer is liable for all costs associated with collecting past due charges, including all attorney's fees and court costs.

F. Billing information shall be reasonably detailed on each Customer invoice.

G. During the first billing period in which a single line business Customer receives service, the Company will provide each Customer an insert or other written notice which contains an itemized account of the charges for the equipment and service for which the Customer has contracted.

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

2.6.5 Advance Payments and Deposits

A. Advance Payments and Deposit Requirements

The Company may require an applicant for service to make an advance payment (1) if the applicant is unable to establish that he had a previous account with a telephone utility for a period of at least 12 months for which all undisputed charges were satisfactorily paid, (2) if the applicant had not paid for previous service, or previous service had been disconnected for nonpayment within the past twelve months, or (3) if the applicant has had no previous telephone service or has had previous telephone service of less than 12 months, the applicant's credit record will be assessed and evaluated by means of a mechanized retrieval system between the Company and national recognized credit bureaus. The Company may request proof of home ownership, employment of two years or more with the current employer, major oil company credit card, major credit card, checking account, savings account, or age of 50 years or more, and if two or more of these are not provided, the Company may require an advance or deposit. No security payment will be required of those applicants who meet the Company's criteria, as evaluated by the scoring model. The criteria used in assessing a score is as follows: collection judgments, written-off accounts, outstanding collection accounts, various degrees of delinquency history from 30-180 days and not paid in full or current at the time of scoring, bankruptcies, liens, other public records.

The advance payment will not exceed an amount equal to all nonrecurring charges and two month's estimated recurring charges, as a condition of continued or new service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and two month's estimated recurring charges. The advance payment will be credited to the Customer's initial bill and, to the extent that a credit balance remains after the amount of the initial bill has been satisfied, then the credit balance will be applied to subsequent bills in the same manner until there is no balance remaining on the advance payment.

B. Other Deposit Requirements

The Company reserves the right to examine the credit record of all service applicants as stated above and require a security deposit. If it is deemed necessary by the Company in safeguarding its interests, applicants for service or present Customers may be required to make a deposit of an amount not to exceed \$150.00 per access line or four months estimated service charges for business service, based on average monthly billing of the Customer for the past six months. Such deposit may be required to be made within 10 days after issuance of written termination notice and required deposit.

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

The Company will keep records of deposits including the name, account number, and service address of each depositor and type of service; the amount, and date of deposit; and each transaction concerning the deposit.

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

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

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

2.6.6 Bad Check Charge

The Company will bill Customer a one-time charge of \$25.00 (except in Louisiana where charge is \$20.00 per incident if Customer's check for payment of service is returned for insufficient or uncollected funds,

closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution. If Customer remits one or more checks, drafts or other instrument which is dishonored the Company may refuse acceptance of further checks and place Customer on a cash basis.

2.6.7 Late Payment Charge

The Company may apply a late payment charge and a finance charge if any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. Except as otherwise set or prohibited by applicable law, a finance charge will be applied to the unpaid balance of charges, as at the end of the "Due Before Date" at the rate of 1.5% per month until paid on all unpaid business and residential bills with a balance greater than \$11.00, plus a late charge of 1.5% of the payment balance not received by the "Due Before Date." Applicable law will govern in the event finance charges or late payment charges are prescribed by applicable law.

2.7 Responsibility of the Company

2.7.1 Provision of Equipment and Facilities

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

B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

C. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby materially reduce the technical parameters of the service provided to the Customer.

D. Subject to the arrangement of the Company and to all of the regulations contained in this Service Guide, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

1. Facilities requested are not presently available, and there is no other requirement for the facilities so constructed.
2. Facilities requested are of a type other than that which the Company would normally utilize in the furnishing of its services.
3. Facilities requested are over a route other than that which the Company would normally utilize in the furnishing of its services.
4. Facilities requested are in a quantity greater than that which the Company would normally construct.

5. Facilities are requested on an expedited basis.
6. Facilities are requested on a temporary basis until permanent facilities are available.
7. Facilities are requested. in advance of normal construction.

2.7.2 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.6.3, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than twenty-four (24) hours.
- B. Customer will be credited at the proportionate monthly charge involved for each twenty-four hours or fraction thereof of interruption.

2.7.3 Cancellation of Service Credit

Where the Customer or Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was cancelled. This credit will be issued to Customer or applied against the balance remaining on Customer's account. Cancellation by Customer will also result in early termination charges for Customer electing term commitment pricing.

2.7.4 Disconnection of Service

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

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

At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise it of the proposed discontinuance and what steps must be taken to avoid it. The Company's Notice of Discontinuance may contain the following information:

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

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

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

Proper notice shall consist of a separate mailing or hand delivery at least ten days prior to a stated date of disconnection, with the words "disconnection notice" or similar language prominently displayed on the notice. The information included in the notice shall be provided in English and Spanish as necessary to adequately inform the Customer. Attached to or on the face of the termination notice for telephone

bills shall appear a statement notifying the Customer that if they are in need of assistance with payment of their bill, or are ill and unable to pay their bill, they may be eligible for alternative payment programs, such as deferred payment plans, and to contact the local office of the utility for more information.

2.7.4 Equal Access

The Company will allow Customers the choice of intraLATA and interLATA interexchange carriers.

2.8 Restoration of Service

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

During the period of disconnection, Customer's telephone number will not be reassigned. Once service has been terminated, the telephone number may be reassigned to another Customer.

2.9 Taxes and Surcharges

2.9.1 Customer will be billed and is responsible for payment of applicable E911, Telecommunications Relay Service (TRS) for the hearing impaired, universal service fund charges, local number portability charge, line recovery charges, interexchange access charges, gross receipts charge, city utility charge, city excise charges, Commission charges, and any and all other federal, state and local taxes, fees, assessments and surcharges assessed in conjunction with service used.

2.9.2 All taxes, fees, assessments and surcharges (i.e., sales tax, municipal utilities tax, franchise fee, E911, TRS) will be listed as separate line items and are not included in the quoted rates.

2.10 Start of Billing/Preferred Payment Dates

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

2.11 Service Connection and Facilities on Customer's Premises

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

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

Customer will be responsible for loss of or damage to any facilities furnished by the Company unless such loss or damage is due to causes beyond the Customer's control. At the termination of service the Company may remove any and all of its property located at the Customer Premises as provided for in this Service Guide.

No equipment apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically, by induction or otherwise, except as provided in this Service Guide. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same;

or suspend the service during the continuance of said attachment or connection; or to terminate the service.

2.12 Telephone Number Intercept

Whenever a Customer's telephone number is changed after a directory is published, the Company will intercept all calls to the former number for 30 days and give the calling party the new number, provided existing central office equipment will permit and the Customer so desires.

2.13 Billing Disputes

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

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

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 SERVICE GUIDE, 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.

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 SERVICE GUIDE 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 Service Guide and may not award punitive damages.

If any party files a judicial or administrative action to resolve a Dispute without first complying with the provisions of this Section and another party successfully stays

such action and/or compels arbitration, the party filing that judicial or administrative action must pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including attorney's fees.

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

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

Solution Overview

- The BirchNet product family provides Business and Residential analog phone lines, with post-paid monthly billing invoices
- The Tempo product family provides pre-paid Residential lines
- All products include a Standard Directory Listing that is printed in the Yellow Pages and local LEC phone directory

BirchNet and Tempo products cannot be used to provide Trunk or Centrex service and cannot have DIDs assigned other than the main phone number

Products hereunder may be ordered for the following Service Terms, and are subject to the corresponding termination liabilities:

- BirchNet Residential: 12 Month only
- BirchNet Business 12, 24, or 36 Month only
- Tempo: Prepaid Month-to-Month only.
- Early Termination Fee: If a Customer terminates a Service before the end of the Service Term for which is was ordered, Customer shall pay Birch early termination liabilities in the following amounts unless termination is for the material default of Birch:
 - BirchNet Residential \$50 x the number of full or partial months remaining in the Service Term
 - BirchNet Business: 50% of Monthly Recurring Charge x number of months remaining in the Service Term

BirchNet Business and Residential Products: New lines installed for the same Customer at the same location will be added for the remaining term of Services ordered for that location. New physical locations added by a Customer shall have a new term based on the term requirements set forth above.

Product	BirchNet Essentials	BirchNet Basic Plus	BirchNet Basic Line	BirchNet Value Line (Business Only)
Availability	All	All	All	All
Minimum	No Minimum	No Minimum	No Minimum	No Minimum
Included Features	See Chart Below	See Chart Below	See Chart Below	See Chart Below
Local Calling	Unlimited	Unlimited	Unlimited	Unlimited

Long Distance Minutes Included	1500	None	None	None
IntraLATA Long Distance	Unlimited	Unlimited	Unlimited	None
Long Distance overage rate	\$.049/min	\$.049/min	\$.049/min	\$.06/min
Metro Availability	Texas - optional	Texas - optional	Texas - optional	Texas - optional

Tempo Prepaid Residential Product

PRODUCT	Tempo Essentials	Tempo Basic	Tempo Value Line
Availability	AT&T Territory Only	AT&T Territory Only	AT&T Territory Only
Included Features	See Chart Below	See Chart Below	See Chart Below
Long Distance Minutes Included	2000 Minutes	None - Optional 300 minute package for \$6	None
Intralata Long Distance	Unlimited	None	None
Lifeline	Available in SE, MW & SW AT&T areas only	Available in SE, MW & SW AT&T areas only	Available in SE, MW & SW AT&T areas only

- All products purchased must be pre-paid in advance for a thirty-day period
- Local calling is inclusive with all Tempo products
- All products include a Standard Directory Listing that is printed in the local LEC phone directory, and available from Directory Assistance

Calling Features Matrix (Business/Residential/Prepaid)

- A la carte (Optional) Features are available and charged at standard MRR rates where available or one-time usage rates will apply for certain features
- Metro Service is only available in select Metropolitan service areas in Texas.
- International LD is charged according to standard Birch schedule

Calling Features

Description	BirchNet Essentials	BirchNet Basic Plus	BirchNet Basic Line	BirchNet Value Line	Tempo Basic	Tempo Essentials	Tempo Value
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Three Way Calling	Included – auto provisioned	Included– auto provisioned	Optional	Optional	Optional	Included– auto provisioned	Optional
Call Return (aka Auto Callback)	Included– auto provisioned	Included– auto provisioned	Optional	Optional	Optional	Included– auto provisioned	Optional
Repeat Dialing (aka Auto Redial)	Included– auto provisioned	Included– auto provisioned	Optional	Optional	Optional	Included– auto provisioned	Optional
Call Tracing (not available in MW)	Included– auto provisioned	Included– auto provisioned	Optional	Optional	Optional	Included– auto provisioned	Optional

Description	BirchNet Essentials	BirchNet Basic Plus	BirchNet Basic Line	BirchNet Value Line	Tempo Basic	Tempo Essentials	Tempo Value
Call Forwarding Variable	Included	Included	Optional	Optional	<n/a>	<n/a>	<n/a>
Call Forwarding Busy	Included	Included	Optional	Optional	<n/a>	<n/a>	<n/a>
Call Forward Don't Answer	Included	Included	Optional	Optional	<n/a>	<n/a>	<n/a>
Call Forward Don't Answer ring control (where available)	Included	Included	Optional	Optional	<n/a>	<n/a>	<n/a>
Caller ID Deluxe (Name & Number delivery with ACR) where available	Included	Included	Included	Optional	Included	Included	Optional
Caller ID Name & Number (no ACR)	Included	Included	Included	Optional	Included	Included	Optional
Call Waiting Deluxe w/o CFDA	Res Only	included	Included	<n/a>	Included	Included	Optional
Call Waiting Deluxe w/ CFDA	Res Only	included	Included	<n/a>	Included	Included	Optional
Enhanced Caller ID (caller ID name & number, call	Bus Only	included	Included	Optional	<n/a>	<n/a>	<n/a>

waiting caller ID, ACR if available)

Call Waiting	Included	Included	Included	Optional	Included	Included	Optional
3 Way Calling w/ Transfer (ESCWT)	Bus Only	Included	Optional	Optional	<n/a>	<n/a>	<n/a>
Hunting	Bus Only	Included	Bus Only	Optional	<n/a>	<n/a>	<n/a>
Preferred Call Fwd (aka Selective Call Fwd)	Included	Included	Optional	Optional	<n/a>	<n/a>	<n/a>
Speed Calling 30	Included	Included	Optional	Optional	Optional	Included	Optional
Call Block (aka Call Screening in MW)	Included	Included	Optional	Optional	Optional	Included	Optional
Call Selector (aka Priority Call) n/a in MW	Included	Included	Optional	Optional	Optional	Included	Optional
Distinctive Ring	Included	Included	Optional	Optional	<n/a>	<n/a>	<n/a>
Calling Number & Name Delivery Blocking - permanent. Where available	Optional	Optional	Optional	Optional	<n/a>	<n/a>	<n/a>
Voicemail	Optional	Optional	Optional	Optional	Optional	Optional	Optional
Remote Call Forwarding	Optional	Optional	Optional	Optional	Optional	Optional	Optional
Toll Free	Optional	Optional	Optional	Optional	Optional	Optional	Optional
Directory Listings	Optional	Optional	Optional	Optional	Optional	Optional	Optional
Inside Wire Maintenance	Optional	Optional	Optional	Optional	Optional	Optional	Optional

One Time Charge

USOC	Name	Description
INSTLSIM	Installation/Move per Instance	One time charge applied for each new local phone line installed or each local phone line moved to a different service address.
BCC	Basic Change Charge	Basic changes to account features (ie. Changing long distance providers, adding a PIC freeze, etc)

TMINSTL	On-Site Technician 1st Hour	Charge for a technician on site for the first 1 hour of installation. Customer billed in 30 minute increments from that point
TMSIM	Simple Time & Material	Time and materials technician trip charge used for repair and troubleshooting when technician is dispatched to customer location
TMTRIP	Field Technician Trip Charge	Flat rated technician trip charge use for repair and trouble shooting when technician is dispatched to customer location