

MassComm, Inc. d/b/a Mass Communications
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Michigan Price List
Title Page

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

MASSCOMM, INC. D/B/A MASS Communications

Regulations and Schedule of Intrastate Charges Applying to Local End-User Telecommunications
Service Within the State of Michigan

LOCAL TELECOMMUNICATIONS SERVICES

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CHECK SHEET

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**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF
TECHNICAL TERMS USED IN THIS PRICE GUIDE**

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

- (C) To signify changed regulation.
 - (D) To signify discontinued rate or regulation.
 - (I) To signify increased rate.
 - (N) To signify new rate or regulation.
 - (R) To signify reduced rate.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

APPLICATION OF PRICE GUIDE

This Price Guide sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by MASSCOMM, Inc. d/b/a MASS Communications, hereinafter referred to as the Company, to Customers within the State of Michigan.

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LOCAL TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS

Authorized User - A person, firm, corporation or other entity who is authorized by the Customer to be connected to the service of the Customer under the terms and regulations of this Price Guide.

Available Usage Balance - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account begins with an initial usage amount which is depleted as services provided by the Company are utilized by the Customer.

Business Service - A switched network service that provides for dial station communications that is described as a business or commercial rate.

Business Customer - A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Company - Used throughout this Price Guide to refer to MASS Communications, Inc. d/b/a Advent Telecom, unless otherwise clearly indicated by the context.

Debit Account - An account which consists of a pre-paid usage balance depleted on a real time basis during each Debit Service Call.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this Price Guide. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Holidays - Holidays observed by the Company as specified in this Price Guide.

LATA - Means the local access and transport area as defined in *United States v American Telephone and Telegraph Co., 569 F.Supp. 990 (D.D.C. 1983)*.

Personal Account Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network which identifies the Debit Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

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Renewal - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of use as authorized and paid for by the Customer.

Switched Access - A method for reaching the Company through the local switched network whereby the End User uses standard business local lines.

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this Price Guide in connection with the provision of an access line and usage within a local calling area for the transmission of high quality, 2-way interactive switched voice or data communications between points within the State of Michigan.

Customers and users may use services and facilities provided under this Price Guide to obtain access to services offered by other service providers. The Company is responsible under this Price Guide only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
 - (B) The furnishing of service under this Price 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.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- (A) Business Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Price Guide, a month is considered to have 30 days.
 - (B) Business Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Price Guide. Business Customers will also be required to execute any other documents as may be reasonably requested by the Company.
 - (C) At the expiration of the initial term specified in each Service Order, or in 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. Any termination shall not relieve the Business Customer of its obligation to pay any charges incurred under the service order and this Price Guide 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.
 - (D) Service may be terminated upon written notice to the Customer if: (1) the Customer is using the service in violation of this Price Guide; or (2) the Customer is using the service in violation of the law.
 - (E) This Price Guide shall be interpreted and governed by the laws of the State of Michigan regardless of its choice of laws provision.
 - (F) No other telecommunications provider may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
 - (G) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company

- (A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

 - (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government or any state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties when it does not involve the company's employees.
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LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

- (C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
 - (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
 - (E) Explosive Atmosphere. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Business Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.
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LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
 - (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
 - (H) **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Service-Affecting Activities

- (1) The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.
 - (2) The Company will perform adequate scheduling so as to provide service to a Customer at a mutually agreed upon time. On a monthly basis, 90% of the commitments to Customers with respect to the date of installation of primary basic local exchange service shall be met. The Company will take corrective action if the rate of met commitments falls below 90% for 3 consecutive months. Customer-caused delay or Customer-missed appointments will not be figured into the rate of met commitments.
 - (3) Calls requesting operator assistance shall be answered within 10 seconds. The Company will take corrective action if its average answer time per month for local directory assistance calls is more than 10 seconds for 3 consecutive months.
 - (4) Directory assistance operators shall have access to all telephone numbers for the area for which they are responsible for furnishing directory assistance service, except telephone numbers not listed or published at the Customer's request. If the Company's directory assistance operator provides an incorrect number, then the Company will not bill for the call or will give a credit equal to the charge and the Company will not count the call against the Customer's monthly call allowance. The Company will furnish a Customer up to 2 numbers per call to directory assistance.
 - (5) The Company will maintain adequate personnel to answer Customer repair calls at all hours within a monthly average of 25 seconds. The Company will arrange to have a representative available at all times to accept calls from providers and users of 9-1-1 and emergency services to report trouble with its telecommunication services to those providers.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Service-Affecting Activities

- (6) The Company will maintain service so that the average monthly rate of all Customer trouble reports does not exceed 4 per 100 access lines excluding reports concerning interexchange calls and trouble found in equipment that is other than the provider's equipment, such as inside wiring and Customer premises equipment. For the purpose of administering this rule, each party line Customer shall be considered to have 1 local access line. Multiple trouble reports that are attributable to a common cause or defect shall not be aggregated. Rather, a separate report shall be counted for each Customer line reported in trouble. A provider shall take corrective action if a Customer trouble report rate is more than 6 per 100 access lines per month in a wire center area for 3 consecutive months.
 - (7) Until the Customer indicates satisfaction of the request, the Company will not attempt to market new services to a Customer calling to report a repair request, unless such services would assist in resolving the problem.
 - (8) If access to a Customer's premises is necessary to complete the repair and the Customer is not available, then a tag shall be left on the Customer's door indicating the date, an explanation of the repair problem necessitating entry into the Customer's premises, and the technician's name and signature.
 - (9) The Company will expedite a repair for a Customer who has a medical emergency. Unless it has a specific, identifiable reason to doubt a Customer's claim, the Company will accept the Customer's statement there is a medical condition requiring expedited restoration of service.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Price Guide. The Company will use reasonable efforts to install service for a small business Customer or applicant within a monthly average of 5 business days of the installation request, or a monthly average of 10 business days after a Customer is released for a migration, unless a later date is requested or agreed to by the Customer or applicant, the Customer or applicant misses the appointment, or government permits or right-of-way access are required before installation. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
 - (B) The Company shall use reasonable efforts to maintain only the 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 reasonable times, but shall not thereby alter the technical parameters of the service provided the Customer.
 - (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (Cont'd.)

- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
 - (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Price Guide, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Price Guide and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or (2) the reception of signals by Customer-provided equipment.
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LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Non-Routine Installation

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

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this Price 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:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
 - (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
 - (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
 - (D) in a quantity greater than that which the Company would normally construct; (E) on an expedited basis;
 - (F) on a temporary basis until permanent facilities are available; (G) involving abnormal costs; or
 - (H) in advance of its normal construction.
 - (I) in which suppliers not normally utilized by the Company must be engaged.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this Price Guide remains in the Company, its agents or contractors.

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LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
 - (B) The Company may require business applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Michigan Public Service Commission regulations, policies, orders, and decisions.
 - (C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
 - (D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Price Guide will apply.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this Price Guide;
 - (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
 - (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
 - (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with 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, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
 - (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
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LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
 - (G) not creating any liens or other encumbrances on the Company's equipment or facilities; and
 - (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.
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LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Claims

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

- (A) any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
 - (B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.
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LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels - Business Customers

2.4.1 General

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

2.4.2 Station Equipment

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

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels - Business Customers, (Cont'd.)

2.4.3 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Business Customer's expense.
- (B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Price Guides of the other communications carriers that are applicable to such connections.
- (C) Facilities furnished under this Price Guide may be connected to Customer-provided terminal equipment in accordance with the provisions of this Price Guide. All such terminal equipment shall comply with all applicable federal and state legal and regulatory requirements; and all User-provided wiring shall be installed and maintained in compliance with all such legal and regulatory requirements.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this Price Guide only to the extent that the user is an "End User" as defined below:

“End User means any Customer of an interstate or foreign telecommunications service that is not a carrier except that a carrier other than a telephone company shall be deemed to be an “end user” when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an “end user” if all resale transmissions offered by such reseller originate on the premises of such reseller.”

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LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels - Business Customers, (Cont'd.)

2.4.4 Inspections

- (A) Upon suitable notification to the Business Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Business Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer- provided facilities, equipment, and wiring in the connection of Customer- provided facilities and equipment to Company-owned facilities and equipment.
 - (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Business Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Business Customer must take this corrective action and notify the Company of the action taken. If the Business Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Nondiscriminatory Service

The Company will not discriminate against nor penalize a Customer for exercising a right granted under this section or under applicable law. The Company will provide all services described under this Price Guide in compliance with the following:

- (A) The Company will not make a statement or representation, including an omission of material information, regarding the rates, terms, or conditions of providing a basic local exchange service that is false, misleading, or deceptive.
 - (B) The Company will not charge a Customer for a subscribed service for which the Customer did not make an initial affirmative order. Failure to refuse an offered or proposed service is not an affirmative order for the service.
 - (C) If a Customer cancels a service, the Company will not charge the Customer for service provided after the effective date that the service was canceled.
 - (D) The Company will not state to a Customer that basic local exchange service will be shut off unless the Customer pays an amount that is due in whole or in part for an unregulated service.
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LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Payment for Service

(A) Facilities and Service Charges

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

(B) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

2.5.3 Billing and Collection of Charges

(A) The Company shall render a bill during each billing period to every Customer. The billing period shall be monthly.

(B) Non-recurring charges are due and payable from the Customer within 15 days after the invoice date, unless otherwise agreed to in advance.

(C) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 15 days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Billing and Collection of Charges, (Cont'd.)

- (D) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
 - (E) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Price Guide or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
 - (F) If service is disconnected by the Company in accordance with Section 2.5.6 and later restored, restoration of service will be subject to all applicable restoration and installation charges.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Billing and Collection of Charges, (Cont'd.)

- (G) The date of rendition of the Company's bill for basic local exchange service shall be the date of physical mailing of the bill by the Company. If the last calendar day for remittance falls upon a Sunday, legal holiday, or any other day when the offices of the provider regularly used for the receipt of payment of Customer bills are not open to the general public, then the final payment date shall be extended through the next business day. The date of payment of remittance by mail is 2 days before receipt of the remittance.
- (H) At a minimum, each Customer bill rendered by the Company shall clearly state all of the following information:
- (1) The beginning and ending dates of the billing period.
 - (2) The due date.
 - (3) Any previous balance.
 - (4) The telephone number for which the bill is rendered.
 - (5) The total amount due for basic local exchange service and regulated toll service.
 - (6) An itemized statement of all taxes due.
 - (7) The total amount due.
 - (8) The statement that rate schedules for basic local exchange service are available and will be mailed by the provider upon request at no cost to the Customer.
 - (9) The address and telephone number of the provider, designating where the Customer may initiate an inquiry or informal complaint regarding the bill as rendered or the service provided.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Billing and Collection of Charges, (Cont'd.)

- (I) Unless otherwise specified by the Customer, if partial payment of a bill is made, then the Company shall first credit the partial payment to basic local exchange service and regulated toll service.
- (J) Not later than 15 days after the completion of an order for new service or a change in existing service that results in a billing change, the Company shall send to the Customer a written itemized statement of the services ordered, including all associated charges.

2.5.4 Advance Payments

The Company may require the prepayment of 1 billing period's charges for basic local exchange service as a condition of service, but not greater than \$150.00 per access line. If a Customer's basic local exchange service is subject to usage-sensitive pricing, then the prepayment permitted by this rule shall not be more than the average of charges for similar services purchased in the Customer's exchange during the most recent calendar year for which data are available. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits

- (A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges, except as stated in (E) below. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed \$150.00 per access line (or voice channel in high capacity voice services)
 - (B) A deposit may be required in addition to an advance payment.
 - (C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
 - (D) Simple interest on deposits will accrue at a rate equal to the specified by the Michigan Public Service Commission.
 - (E) No deposit will be charged for lifeline Customer that voluntarily elects to receive toll blocking service.
 - (F) The Company will not require a cash deposit or other guarantee as a condition of obtaining basic local exchange service, unless the prospective Customer refuses to produce identification that can be readily and inexpensively verified or if the prospective Customer has a history of payment default within the past 60 months for telecommunication services.
 - (G) The Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address and the person responsible for that bill still resides at the address.
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LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service

Part I – Business Customers

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by providing the requisite prior written notice to the Business Customer, discontinue or suspend service without incurring any liability.
 - (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Business Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
 - (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Business Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Business Customer, may discontinue or suspend service without incurring any liability.
 - (D) Upon the Business Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
 - (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service to Business Customers without incurring any liability.
 - (F) In the event of fraudulent use of the Company's network by Business Customers, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service, (Cont'd.)

Part I – Business Customers, (Cont'd.)

- (G) Upon the Company's discontinuance of service to the Customer under Section 2.5.6(A) or 2.5.6(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Price Guide, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.7 Cancellation of Application for Service

- (A) When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, maintenance, taxes, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.5.7(A) through 2.5.7(C) will be calculated and applied on a case-by-case basis.

2.5.8 Changes in Service Requested

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

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Interruptions in Service

The Company will arrange to clear all out-of-service trouble of a non-emergency nature within the following time frames, unless the Customer agrees to alternative arrangements:

- (a) Out-of-service trouble shall be cleared within a monthly average of 36 hours after being reported to or found by the Company.
 - (b) The same repeat out-of-service trouble reported or found within 30 days of a prior repair will be repaired the same or next business day after being reported to or found by the Company and identified as a repeat trouble.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions

Interruptions in service that are not caused by the Customer, or during which the Company does not provide a satisfactory replacement service, will be credited to the Customer's account as set forth in 2.6.1 for the part of the service that the interruption affects.

When a Customer's service is interrupted and remains out of service for more than 24 consecutive hours after being reported to the Company or after being found by the Company to be out of service, whichever occurs first, or where the company misses an installation or repair appointment, the Company shall make an adjustment to the Customer's account as follows:

If a service interruption exceeds 24 hours, the adjustment shall be a credit equal to 1/30 of the Customer's monthly charge for basic local exchange service for each day or portion of each day, commencing when the out-of-service trouble is reported to or found by the provider, until service is restored.

Effective on and after June 30, 2008, if a service interruption exceeds 72 hours, the adjustment shall be a credit of \$5.00 per day to the Customer's Account for each day or portion of each day, commencing when the out-of-service trouble is reported to or found by the provider, until service is restored.

Effective on and after June 30, 2008, if a service interruption is the result of a repeat problem, for which the Customer first experienced a service outage within the previous 30 days, the adjustment shall be a credit of \$5.00 per day to the Customer's Account for each day or portion of each day, commencing when the repeat out-of-service trouble is reported to or found by the provider, until service is restored.

Computations of such credits shall apply to all charges for basic and regulated optional local services rendered inoperative. The length of such service interruption shall be computed on a continuous basis, Saturdays, Sundays and holidays included.

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.1 Credit for Interruptions, (Cont'd.)

Over 24 Hours. If a Customer's service is reported or is found to be out of service and remains out of service for more than 24 hours, then 1 of the following adjustments shall be made to the Customer's bill in the next billing period in which it is practicable to do so:

- (1) If the duration of the outage is less than 5 days of a month, then the appropriate credit shall be the prorated amount of the Customer's monthly service rate.
 - (2) If the duration of the outage is 5 days or longer, then the appropriate credit is the credit owed pursuant to 2.6.1(C)(1) of for the first 4 days of the outage plus an additional \$5.00 per day for the fifth day and each subsequent day of the outage, up to the amount of the Customer's monthly service rate.
 - (3) A credit adjustment will not be made if the outage is caused by the Customer or if a satisfactory replacement Service is provided to the Customer. Should the Customer elect to use an alternative Service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative Service.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the cause of, negligence of, or noncompliance with the provisions of this Price Guide by, the Customer, authorized user, or joint user;
- (B) interruptions of service during any period in which the Company is not given full and free access by the Customer to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (C) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (D) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (E) interruption of service during a time period in which the Company provides a satisfactory replacement service.

2.6.3 Cancellation For Service Interruption

Cancellation or termination of service by Business Customers due to service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Restoration of Service

2.7.1 Business Service Restoration

When a Business Customer's Basic Local Exchange Service has been shutoff in accordance with this Price Guide, Service will be restored only upon the basis of the Business Customer completing a new application for Service and qualifying for Service as if it were a new Business Customer.

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.8 Use of Customer's Service by Others

2.8.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this Price Guide. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.9 Cancellation of Service

If a Business Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Business Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.3.

The Business Customer's termination liability for cancellation of service is set forth in Section 3.14.3.

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- (A) to any subsidiary, parent company or affiliate of the Company; or
 - (B) pursuant to any sale or transfer of substantially all the assets of the Company;
or
 - (C) pursuant to any financing, merger or reorganization of the Company.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.11 Notices and Communications

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

SECTION 2 - REGULATIONS, (CONT'D.)

2.12 Formal and Informal Procedures

Informal complaints will be handled by the Company's Customer service department, which shall give a response to the Customer within 10 business days. The Company will use good faith efforts to informally resolve the dispute. Upon request, the Company will provide its disposition of the informal complaint to the Customer in writing. If the Company and the Customer are unable to informally resolve the dispute, the Customer may file a formal complaint with the Michigan Public Service Commission.

2.12.1 Alternative Dispute Resolution

The following provisions apply if the formal complaint is for \$1,000 or less or if the Customer elects to pursue an alternative means of dispute resolution.

- (A) The Customer shall file a formal written complaint with the Michigan Public Service Commission.
 - (B) If the Customer and the Company cannot agree on an alternative means of dispute resolution within 10 days, they shall participate in a mediation proceeding conducted by administrative law judge or other person designated by the Commission.
 - (C) If mediation is utilized, the mediator will provide a recommended settlement to the parties within 60 days after the written complaint was filed.
 - (D) Within 7 days after the date of the recommended settlement, each party shall file with the commission a written acceptance or rejection of the recommended settlement. A party's failure to file a timely acceptance or rejection shall be deemed to be a rejection of the recommended settlement.
 - (E) If the parties accept the recommended settlement, then the recommendation will be adopted by the Commission as a final order.
 - (F) If a party rejects the recommended settlement, then the complaint shall proceed to a contested case hearing before the Commission.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.12 Formal and Informal Procedures, (Cont'd.)

2.12.1 Alternative Dispute Resolution, (Cont'd.)

- (G) If the complaint involves a monetary dispute, the party who rejects the recommended settlement shall pay the opposing party's actual costs of proceeding to a contested case hearing, including attorney fees, unless the final order of the commission is more favorable to the rejecting party than the recommended settlement under this section. A final order is considered more favorable if it differs by 10% or more from the recommended settlement in favor of the rejecting party. If both parties reject the recommended settlement, then each party shall be responsible for its own costs and attorney fees.

2.12.2 Payment of Amount Not In Dispute

- (A) If a Customer files a formal complaint with the Commission, then the Company may require the Customer to pay an amount equal to the part of the bill that is not in dispute.
- (B) The amount that is not in dispute shall be mutually determined by the Company and the Customer.
- (C) If the Company and the Customer are unable to mutually determine the amount that is not in dispute, then the Company may require the Customer to pay up to 50% of the amount that is in dispute.
- (D) If the Customer fails to pay to the Company either the amount that is not in dispute or 50% of the amount that is in dispute, then the Company may shut off service consistent with this Price Guide.
- (E) If the dispute is ultimately resolved in favor of the Customer, in whole or in part, then any excess moneys paid by the Customer shall be refunded promptly, with simple interest paid at the rate paid required by the Michigan Public Service Commission.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.13 Customer Access to Information

2.13.1 Rate and Special Charges Information

- (1) Prior to the Customer purchasing the service or upon request, the Company will provide each Customer a clear and simple explanation of the terms and conditions of the services purchased by the Customer including, but not limited to, a statement of all fees, charges, and taxes that will be included in the Customer's monthly bill. The explanation statement will include, at a minimum, a good faith estimate by the Company of the actual monthly cost that the Customer will be required to pay if the service is purchased.
 - (2) Upon the request of a Customer or an applicant for service, the Company will explain the rates, charges, and provisions under which it provides service and shall provide a copy of the applicable Price Guide section or pages for the regulated telecommunication services. This requirement may be satisfied by referring the Customer to the Company's internet website containing Price Guides if the Customer states he or she has access.
 - (3) The Company will furnish reasonable access to information and assistance necessary to enable the Customer or applicant to obtain the most economical service available to meet the Customer's or applicant's stated needs, including state or federal "lifeline" programs that may be available. The Company will advise the Customer or applicant about any of the provider's alternative services that are available to meet those needs. The information may include printed explanations of alternative services and rates, some of which may not be regulated.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.13 Customer Access to Information (Cont'd)

2.13.3 Rate and special charges information (Cont'd)

- (4) Before changing or installing a service, the Company will furnish the Customer or applicant with an estimate of the amount of any service connection charges and an estimate of the initial bill for basic monthly service and any other applicable charges.
- (5) Upon request, the Company will furnish the Customer or applicant with a written, detailed estimate of any special charges not specifically set forth in this Price Guide. Special charges include any of the following:
 - (a) Extraordinary construction, maintenance, and replacement costs.
 - (b) Expenses for overtime work at the Customer's or applicant's request.
 - (c) Special installations, equipment, and assemblies.

2.13.4 Public Information

- (1) The Company will make available to a Customer or applicant all of the following information on the Company's website or will provide copies upon request:
 - (a) Maps or NPA-NXX data showing local calling areas and zone boundaries.
 - (b) Publicly announced information as to the availability of specific classes of service at a Customer's or applicant's location.
 - (c) Publicly announced information concerning plans for major service changes at a Customer's or applicant's location.
 - (2) The Company will advise a Customer if the Customer is located in an area in which the dialing of a 7- or 10-digit number may result in toll charges.
 - (3) The Company will maintain business offices that are adequately staffed with qualified persons to do all of the following:
 - (a) Provide information relating to its services and rates.
 - (b) Accept and process applications for service.
 - (c) Explain charges on bills. (d) Adjust erroneous charges.
 - (e) Enter into payment arrangements.
 - (f) Act as a representative of the Company.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.13 Customer Access to Information (Cont'd)

2.13.4 Public Information (Cont'd)

- (4) The Company will prominently display on its bills and other messages to its Customers the Company's phone numbers to be used for Customer inquiries, disputes, repairs, and other contacts. The Company will maintain a local or toll-free telephone number by which all Customers served by a business office may call that office at no charge.
 - (5) The Company will maintain sufficient staffing to ensure that Customers and others who call a business office are permitted to talk to a person who is able to provide assistance within a monthly average of 120 seconds of calling the office during normal business hours.
 - (6) The Company will keep on file, and provide public access to, a copy of the Michigan Public Service Commission's rules and a schedule of all rates and service charges at all of its offices that are open to the general public, as well as on the Internet. Upon the request of a Customer and at no cost to the Customer, the Company will provide a Customer with 1 copy of the rules and the rate schedules applicable to the Customer's usage.
 - (7) The information referred to in this section shall be made available by the Company in audio format to Customers who have visual impairments at no cost to the Customers. The information may be provided through recorded announcements or the physical provision of a recording.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.13 Customer Access to Information (Cont'd.)

2.13.3 Telephone Directories and Information

- (1) The Company will furnish to new Customers and annually to existing Customers, at no additional charge, an up-to-date telephone directory for the Customer's area unless the Company and Customer agree otherwise. The Company may, at its sole discretion, publish its own directory or provide a directory published by another directory provider.
 - (2) The front cover of each directory will indicate the area included in the directory and the month and year of issue. The front portion of the directory will conspicuously feature information about placing calls to emergency services, police and fire departments, 9-1-1 service, 2-1-1 service, and dual party relay service.
 - (3) The Company will publish, or will arrange by agreement with the incumbent local exchange carrier or other directory provider to publish, on a page preceding the alphabetical listings in its telephone directories, in a prominent manner, and without charge, all of the following information:
 - (a) The telephone number and address of the Company where the Customer may inquire about telephone service.
 - (b) The telephone number and address of the Michigan Public Service Commission where a Customer may file a formal complaint regarding a service regulated by the Commission.
 - (4) Each directory will contain instructions concerning all of the following:
 - (a) Placing of local and long-distance calls.
 - (b) Obtaining repair and directory assistance services.
 - (c) The locations and telephone numbers of the provider's business office or offices for the area served by the directory.
 - (d) The means to determine which numbers are in the local calling area.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE OFFERINGS

3.1 General

The regulations set forth in this section govern the application of rates for services. Actual rates for regulated services are contained in Section 4 of this Price Guide, although some service-specific regulated rates are shown in this section as well.

3.1.1 Application of Business Rates

- A. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.
 - B. Business rates apply at the following locations, among others in offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
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Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 3 - APPLICATION OF RATES, (CONT'D.)

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- (A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- (B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- (C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- (D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- (E) All times refer to local time.

3.2.1 Applicable Rate Periods

Unless otherwise specified, applicable rate periods are indicated in the chart below:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* To, but not including

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

3.3 Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the incumbent Local Exchange Carrier in the area at no additional charge. For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

3.4 Types of Services Offered

Section 3.5 of the Price Guide contains a general description of the services offered by the Company and the rates applicable to each service. The Company provides switched, telephonic-quality voice and data transmission services that enable Users to communicate on a real-time basis between points within local calling areas in the State of Michigan, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services may be performed by resale of services provided by other telephone companies.

The Company offers Basic Local Exchange Service to business Customers only.

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

3.5 Basic Local Exchange Service

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company's switching network which enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's Local Calling Services and other Services as set forth in this Price Guide;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) to the Company's operators and business office for service related assistance;
- e) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- f) access relay services for the hearing and/or speech impaired.

Basic Local Exchange Service can also be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch at no charge upon Customer request. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the offering selected by the Customer.

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

3.5 Basic Local Exchange Service, Cont'd.

3.5.1 Business Essential Package

Business Essential Package provides a Customer with all the features of basic local exchange service set forth above, provided over a single, voice-grade telephonic communications DS1/PRI circuit which can be used to place or receive calls. See Section 4.1 for rates for regulated offerings.

3.5.2 Digital Signal 1 (DS-1) Service

DS-1 Service is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having signal format of either Alternate Mark Inversion (AMI) or Bipolar 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe formats. The channel provides synchronous service with timing provided by the Company, through Company facilities to the Customer in the received bit stream. DS-1 Service channels are provided only between Customer-designated locations and/or between Customer-designated locations and a carrier's hub.

DS-1 Service has the equivalent capacity of 24 Voice Grade services or 24 DS-0 Services. AMI can support 24 56 Kbps channels and B8ZS can support 24 64 Kbps channels.

DS-1 Service may also be provisioned with a Primary Rate Interface (PRI), or in combination with both DS-1 Service and DS-1 PRI Service. DS-1 PRI Service has 23B + D Channels in which all 23 B Channels operate at 64 Kbps and the D Channel also operates at 64 Kbps, but the D Channel results in a DS-1 interface at the network boundary for network signaling.

At this time, DS-1 Service and DS-1 PRI Service are available only on individual contract basis (ICB) arrangements pursuant to Section 5.5.

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

3.5 Basic Local Exchange Service, (Cont'd.)

3.5.3 Optional Unregulated Plans and Feature Functions

Optional unregulated feature functions and calling plans may be available from time to time at the discretion of the Company. These plans and options are not regulated by the Commission, but are otherwise subject to the conditions contained in this Price Guide. Among the optional feature functions that may be available are the following:

- Call Forwarding – Busy, Don't Answer, Variable, Remote Activation
 - Call Waiting – Cancel Call Waiting
 - Call Waiting ID
 - Customer Changeable Speed Dial
 - Remote Call Forwarding
 - Three-way Calling
 - Return Call, Call Trace, ANI
 - Caller ID with name
 - Caller ID (number only)
 - Caller ID blocking
 - *66 Repeat Dialing
 - *69 Automatic Callback
 - *67 Per Call Block
 - Call Block (Toll restriction, collect calls, Third Party Billing)
-

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

3.6 Directory Assistance Service

The Company furnishes Directory Assistance Service ("DA") for the purpose of aiding subscribers in obtaining telephone numbers through arrangements with the incumbent local exchange carrier when a party in Michigan requests assistance in obtaining telephone numbers of subscribers who are located within the same numbering plan area as the number the party is calling from.

In order to make allowance for a reasonable need for numbering plan area DA service, including numbers not in the directory, directory inaccessibility and other conditions, the following charge is applied to each DA call:

Charge per call: \$1.50

Charges for DA are not applicable to inquiries received from public and semipublic telephones, nor from telephone service furnished for the use of handicapped persons.

[Pursuant to the Michigan Public Service Commission Order in case U-13007, the directory assistance charge for calls requesting local numbers may be increased with 30 day's notice.]

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

3.7 IntraLATA Presubscription

3.7.1 General

IntraLATA presubscription is a procedure whereby a subscriber designates to the Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per-call basis.

3.7.2 Options

Option A: Subscriber may select the Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Subscriber may select his/her interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Subscriber may select a carrier other than the Company or the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

3.7 IntraLATA Presubscription (Cont'd)

3.7.3 Regulations

Subscribers of record on the effective date of this Price Guide will retain their current dialing arrangements until they request that their dialing arrangements be changed.

Subscribers of record or new subscribers may select either Options A, B, C, or D for intraLATA presubscription.

Subscribers may change their selected option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in paragraph 4.8.2 following.

3.7.4 Customer Notices

The Company will notify subscribers of the availability of intraLATA presubscription. The notice will contain a description of intraLATA toll presubscription, how to make an intraLATA toll presubscription carrier selection, and a description of when and what charges apply related to the selection of an intraLATA toll carrier.

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

SECTION 4 – RATES AND CHARGES

4.1 Basic Local Exchange Service

Service to be provided as defined in Section 3.5 of this Price Guide. Service charges under Section 4.2 also apply. Available in traditional Verizon, AT&T Michigan, f/k/a SBC Michigan, exchanges only.

Business Basic Line Service

Business Essential Package

This is an unregulated service, current prices for which are available from the Company.

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

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

4.2 Service Charges

4.2.1 Service Ordering Charge - Multi Element Charges

- (A) Primary - For connecting new or additional Access lines.

Nonrecurring Charge

Business, per service order \$75.00

- (B) Secondary - For moving or changing existing service or adding new or additional service other than Access lines.

Business, per service order \$75.00

- (C) Record - For record type orders affecting directory listings.

Business, per service order \$75.00

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

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

4.2 Service Charges, (Cont'd.)

4.2.3 Restoration Charge

(A) Temporary Suspension at Customer's Request

Nonrecurring Charge

Secondary Service Ordering Charge, per
Customer request \$150.00

Charge per Telephone Number Restored \$10.00

(B) Nonpayment or Shutoff

In the event service is temporarily interrupted pursuant to Section 2.5.6 of this Price Guide, such service will be restored upon compliance with all requirements of Section 2.5.6 or, at the discretion of the Company, a substantial portion thereof, and in addition, charges as specified following will be applicable to restore such services.

Secondary Service Ordering Charge, per request \$150.00

Charge per Telephone Number Restored \$10.00

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

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

4.3 Emergency Services

Allows Customers to reach appropriate emergency services including police, fire and medical services. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling. If 911 Service is not available in an area, the Company shall make arrangements for the Customer to reach the appropriate emergency services through dialing "0".

4.4 Telecommunications Relay Service

Telecommunications Relay Service enables hearing-impaired or speech-impaired persons who use a text telephone or similar devices to communicate freely with the hearing population for using the text telephone and vice versa. The Company does not impose any charge to end users for access to Telecommunications Relay Service. However, persons using this Service are liable for applicable per call/increment charges.

4.5 Telephone Directory

For Customers that subscribed to the Company's Basic Local Exchange Service, the Company will provide each Customer annually at no charge one copy of a printed directory listing all telephone Service subscribers, except for unlisted and unpublished numbers, within the Customer's local exchange area. The Company may, at its option, either publish its own directory or provide a copy of one published by the dominant exchange service provider.

4.6 Call Blocking Service

Call Blocking Service is a Service which provides Customers with the capability to block originating calls to the 1-900 calling networks or 976 services. When Call Blocking Service is requested, all originating calls to 900 numbers nationwide will be blocked. Calls to a 976 service will also be blocked. Customers with Call Blocking Service attempting to dial a 900 number from a restricted line will reach a Company-provided or DUC-provided intercept announcement. Call Blocking is provided at no charge.

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

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

4.7 Regulatory Cost Recovery Fee (RCRF)

The Regulatory Cost Recovery Fee (RCRF) is an undiscountable monthly charge applicable to Enterprise Customers that recovers, in part, the regulatory fees and expenses that are assessed on the Company by regulatory agencies and are not otherwise directly paid by end users. The RCRF is equal to a percentage of the total monthly charges related to multi-line access and features, data transmission, and broadband services. RCRF is not applied to residential or single line business accounts.

Monthly Regulatory Cost Recovery Fee Charge 5.75%

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

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

4.8 IntraLATA Presubscription

4.8.1 Application of Rates

There will be no charge for a subscriber's initial intraLATA toll presubscription selection.

New local service subscribers will be asked to select a carrier(s) for their intraLATA toll and interLATA calls subject to presubscription at the time they place an order with the Company for local exchange service. If the new subscriber is unable to make a selection at that time, the new subscriber will be read a random listing of all available intraLATA toll carriers to aid his/her selection. If the new subscriber is still unable to make a selection at that time, the Company will inform the new subscriber that he/she will be given 90 days in which to inform the Company of an intraLATA toll presubscription carrier at no charge. The new subscriber will also be informed that the Company will assess a charge for any selection made after the 90 day window and that until a selection is made, the subscriber will be required to dial a carrier access code to route all intraLATA toll calls.

New subscribers who do not make an intraLATA toll carrier presubscription choice at the time the new subscriber places an order establishing local exchange service with the Company will not be presubscribed to any intraLATA toll carrier, but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

After a subscriber's initial selection for a presubscribed intraLATA toll carrier, an intraLATA presubscription change charge will apply for any change thereafter.

4.8.2 IntraLATA Presubscription Change Charge

Per line, trunk, or port

	Non-recurring <u>Charge</u>
Initial line, trunk, or port	\$5.00
Additional line, trunk, or port	\$5.00

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

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

4.9 Rates By Individual Contract Basis (ICB)

In lieu of the rates otherwise set forth in this Price Guide, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company's services may be established at negotiated rates on an individual contract basis (ICB), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other Customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this Price Guide shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

Upon completion of any contractual arrangements entered into under this section, the Company may file additional Price Guide sheets as an amendment to this Price Guide summarizing the services, rates, terms, conditions, and duration of the contract, and will make the contract itself available to the Commission upon the Commission's request. The Company reserves the right to protection from public disclosure of proprietary information contained in such contracts as allowed under law.

Effective: July 1, 2016

LOCAL TELECOMMUNICATIONS SERVICES

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

4.10 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services, which may include waiving or reducing the applicable charges for the promoted service. Promotions will be filed as separate Price Guide sheets under this section 4.10 when the promotional rates are for regulated services.

All promotions will be limited in duration, and will identify a definite, reasonable time period during which the promotion will be in effect. A promotion may also be limited as to the locations where the offerings are made. A promotion may also, if so designated, provide for its conclusion upon the occurrence of a promotion-related event that is reasonably certain to occur, although the timing may not be certain.

All promotions shall be made available to other carriers for resale, and shall be priced, in conjunction with the entire service offering as a whole, above the Company's total service long run incremental cost.

Promotions will be implemented with at least one day's notice prior to the effective date of each promotion.