

#5186



Allstream  
18110 SE 34th Street, Building One, Suite 100  
Vancouver, WA 98683

allstream.com

To The Rhode Island Public Utilities Commission,

Re: Application for Certificate of Public Convenience and Necessity- Electric Lightwave, LLC (DBA Allstream) – Class I Application: CAP (CLEC) for the provision of facilities-based AND resold services.

Please find enclosed an original and three (3) copies of Electric Lightwave, LLC's ("Electric Lightwave" or "Allstream") Application for a Certificate of Public Convenience and Necessity ("Application"). Electric Lightwave has also enclosed the required filing fee of \$300.

Address: 18110 SE 34<sup>th</sup> Street Vancouver WA, 98683 - Building One, Suite 100  
Web address: Allstream.com  
Customer Support Number: 1-888-288-2273  
Fax: 1-888-563-0602  
FEIN: 26-1398293  
Service Agent: Corporate Service Company:  
222 Jefferson Blvd, Suite 200, Warwick, RI 02888 - Kent County

Contact for CPCN Application Inquiries:

Name: Sam Roleru  
Email: [Samuel.roleru@allstream.com](mailto:Samuel.roleru@allstream.com)  
Phone: (425) 223-2029

RECEIVED  
2021 SEP 20 PM 4: 48  
PUBLIC UTILITIES COMMISSION

Regards,

Sam Roleru





State of Rhode Island  
Department of State | Office of the Secretary of State  
Nellie M. Gorbea, Secretary of State

## CERTIFICATE OF GOOD STANDING

I, Nellie M. Gorbea, Secretary of State and custodian of the seal and corporate records of the State of Rhode Island, hereby certify that:

### ELECTRIC LIGHTWAVE, LLC

is a Limited Liability Company formed under the laws of **DELAWARE**

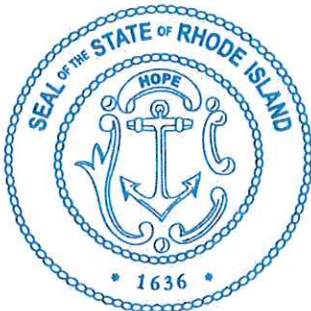
that qualified to conduct business in this state on **March 21, 2006**. I further certify that revocation proceedings are not pending; a certificate of withdrawal has not been filed; all annual reports are of record and the company is active and in good standing with this office.

This certificate is not to be considered as a notice of the company's tax status, financial condition or business practices; such information is not available from this office.

SIGNED and SEALED on

September 08, 2021

Secretary of State



Certificate Number: 21090025960

Verify this Certificate at: <http://business.sos.ri.gov/CorpWeb/Certificates/Verify.aspx>

Processed by: dantonelli



# Delaware

PAGE 1

## The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT "ELECTRIC LIGHTWAVE, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE NOT HAVING BEEN CANCELLED OR REVOKED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

THE FOLLOWING DOCUMENTS HAVE BEEN FILED:

CERTIFICATE OF INCORPORATION, FILED THE EIGHTEENTH DAY OF JULY, A.D. 1990, AT 10 O'CLOCK A.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE FIFTH DAY OF NOVEMBER, A.D. 1992, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE SEVENTH DAY OF MARCH, A.D. 1994, AT 11 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTY-SIXTH DAY OF MAY, A.D. 1994, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTY-EIGHTH DAY OF JUNE, A.D. 1996, AT 9 O'CLOCK A.M.

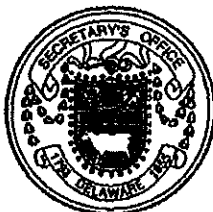
CERTIFICATE OF OWNERSHIP, FILED THE SEVENTH DAY OF MARCH, A.D. 1997, AT 9 O'CLOCK A.M.

RESTATED CERTIFICATE, FILED THE TWENTY-FIRST DAY OF OCTOBER,

2236297 8310

090921994

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7573768

DATE: 10-08-09

# Delaware

PAGE 2

*The First State*

A.D. 1997, AT 9 O'CLOCK A.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE THIRTIETH DAY OF JULY, A.D. 1998, AT 1 O'CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TWENTY-FOURTH DAY OF JANUARY, A.D. 2001, AT 9 O'CLOCK A.M.

CERTIFICATE OF OWNERSHIP, FILED THE TWENTIETH DAY OF JUNE, A.D. 2002, AT 5 O'CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE NINETEENTH DAY OF NOVEMBER, A.D. 2002, AT 4:30 O'CLOCK P.M.

CERTIFICATE OF CONVERSION, CHANGING ITS NAME FROM "ELECTRIC LIGHTWAVE, INC." TO "ELECTRIC LIGHTWAVE, LLC", FILED THE TWENTY-FIRST DAY OF NOVEMBER, A.D. 2002, AT 9 O'CLOCK A.M.

CERTIFICATE OF FORMATION, FILED THE TWENTY-FIRST DAY OF NOVEMBER, A.D. 2002, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE THIRTY-FIRST DAY OF JULY, A.D. 2003, AT 11:21 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE SEVENTH DAY OF FEBRUARY, A.D. 2008, AT 3:31 O'CLOCK P.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE

2236297 8310

090921994

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7573768

DATE: 10-08-09

# Delaware

PAGE 3

*The First State*

AFORESAID LIMITED LIABILITY COMPANY, "ELECTRIC LIGHTWAVE, LLC".

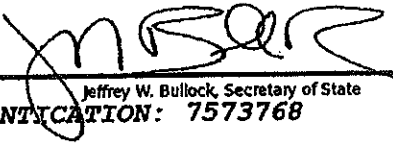
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE  
BEEN PAID TO DATE.

2236297 8310

090921994

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7573768

DATE: 10-08-09

# STATE OF ARIZONA



Office of the  
**CORPORATION COMMISSION**  
**CERTIFICATE OF GOOD STANDING**

*To all to whom these presents shall come, greeting:*

*I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that*

**\*\*\*ELECTRIC LIGHTWAVE, LLC\*\*\***

*a foreign limited liability company organized under the laws of the jurisdiction of Delaware did obtain a Certificate of Registration in Arizona on the 29th day of August 2005.*

*I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said limited liability company has not had its Certificate of Registration revoked for failure to comply with the provisions of A.R.S. section 29-601 et seq., the Arizona Limited Liability Company Act; and that the said limited liability company has not filed a Certificate of Cancellation as of the date of this certificate.*

*This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.*

**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 10th Day of November, 2009, A. D.**



  
\_\_\_\_\_  
Executive Director

By: \_\_\_\_\_ 411197



**State of California  
Secretary of State**

**CERTIFICATE OF STATUS**

**ENTITY NAME:** ELECTRIC LIGHTWAVE, LLC

**FILE NUMBER:** 200309810003  
**REGISTRATION DATE:** 02/21/2003  
**TYPE:** FOREIGN LIMITED LIABILITY COMPANY  
**JURISDICTION:** DELAWARE  
**STATUS:** ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is qualified to transact intrastate business in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of November 12, 2009.

*Debra Bowen*

**DEBRA BOWEN**  
Secretary of State

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE**

I, Bernie Buescher, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**ELECTRIC LIGHTWAVE, LLC**

is an entity formed or registered under the law of Delaware has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19961080323.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/06/2009 that have been posted, and by documents delivered to this office electronically through 11/10/2009 @ 13:35:23.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 11/10/2009 @ 13:35:23 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 7501144.



*Bernie Buescher*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."*

# State of Idaho

Office of the Secretary of State

CERTIFICATE OF EXISTENCE

OF

ELECTRIC LIGHTWAVE, LLC

File Number W-23364

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that I am the custodian of the limited liability company records of this State.

I FURTHER CERTIFY That the records of this office show that the above-named limited liability company was organized under the laws of DELAWARE and filed an application for registration of foreign limited liability company in Idaho on 3/24/2003.

I FURTHER CERTIFY That the limited liability company's registration has not been canceled.

Dated: 11/10/2009 2:00 PM



*Ben Yursa*  
SECRETARY OF STATE

Authentic Access Idaho Document ( <http://www.accessidaho.org/public/portal/authenticate.html> )  
Tag: b5ae5f5ff8d740871279a90d6b975ab410312f698169d6216b82115902941043347771d8ab1c9d87

State of Minnesota

**SECRETARY OF STATE**

Certificate of Good Standing

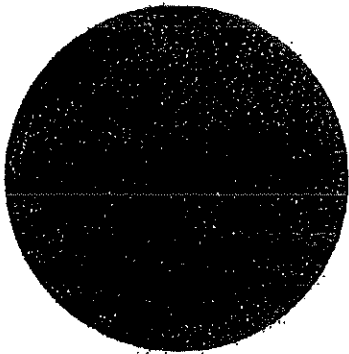
I, Mark Ritchie, Secretary of State of Minnesota, do certify that: The limited liability company listed below is a limited liability company formed or registered to do business under the laws of Minnesota; the limited liability company was formed by the filing of articles of organization or registered to do business by filing an application for a certificate of authority with the Office of the Secretary of State on the date listed below; the limited liability company is governed by Chapter 322B of Minnesota Statutes; and this limited liability company is authorized to do business as a limited liability company at the time this certificate is issued.

Name: Electric Lightwave, LLC

Date Formed or Registered: April 30, 2003

State of Organization: Delaware

This certificate has been issued on November 10, 2009.



*Mark Ritchie*  
Secretary of State.

ee043820mlia09314005157040500

**SECRETARY OF STATE  
STATE OF MONTANA**

**CERTIFICATE OF AUTHORIZATION**

I, Linda McCulloch, Secretary of State of the State of Montana, do hereby certify that on 14 June 2004, this office issued a Certificate of Authority to:

**ELECTRIC LIGHTWAVE, LLC**

a foreign limited liability company organized under the laws of the State or the Province of Delaware, to transact business and conduct affairs in the State of Montana.

I further certify that all fees reflected in the records of the Secretary of State have been paid and that the most recent annual report has been filed with this office.

I further certify that the Certificate of Authority of said limited liability company has not been revoked and it has not been issued a certificate of withdrawal nor has it caused any notice of dissolution or withdrawal to be placed on record in this office.

I further certify that my records indicate the limited liability company is in good standing under the laws of the State of Montana and is authorized to conduct its business and affairs in this State.

The Secretary of State cannot certify that tax and penalties owed to this state on record with the Department of Revenue are current. Please contact the Department of Revenue at (406) 444-6900 to obtain information on tax status.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Montana, at Helena, the Capital, this 10 November 2009.

*Linda McCulloch*

LINDA MCCULLOCH  
Secretary of State

Certified File Number: E043820

SECRETARY OF STATE



**CERTIFICATE OF EXISTENCE  
WITH STATUS IN GOOD STANDING**

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **ELECTRIC LIGHTWAVE, LLC**, as a limited liability company duly organized under the laws of Delaware and existing under and by virtue of the laws of the State of Nevada since August 11, 2003, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on November 10, 2009.

A handwritten signature in black ink, appearing to read "Ross Miller".

ROSS MILLER  
Secretary of State



Electronic Certificate  
Certificate Number: C20091110-2221  
You may verify this electronic certificate  
online at <http://www.nvsos.gov/>

**State of New York**  
**Department of State** } **SS:**

*I hereby certify, that ELECTRIC LIGHTWAVE, LLC a DELAWARE Limited Liability Company filed an Application for Authority pursuant to the Limited Liability Company Law on 09/07/2007. I further certify that so far as shown by the records of this Department, such Limited Liability Company is still authorized to do business in the State of New York.*



\*\*\*

*Witness my hand and the official seal  
of the Department of State at the City  
of Albany, this 10th day of November  
two thousand and nine.*

A handwritten signature in black ink, appearing to read "Daniel Shapiro".

Daniel Shapiro  
First Deputy Secretary of State

# *State of North Dakota*

## SECRETARY OF STATE



### CERTIFICATE OF GOOD STANDING OF

**ELECTRIC LIGHTWAVE, LLC**

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that ELECTRIC LIGHTWAVE, LLC, a FOREIGN LIMITED LIABILITY COMPANY, authorized to transact business in the State of North Dakota on January 13, 2004, and according to the records of this office as of this date, has paid all fees due this office as required by North Dakota statutes governing a FOREIGN LIMITED LIABILITY COMPANY.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing to

**ELECTRIC LIGHTWAVE, LLC**

Issued: November 10, 2009

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger  
Secretary of State



POWERED BY  
GODDARD  
AND  
PROCTER

# State of South Dakota



## OFFICE OF THE SECRETARY OF STATE

### Certificate of Authorization Foreign Limited Liability Company

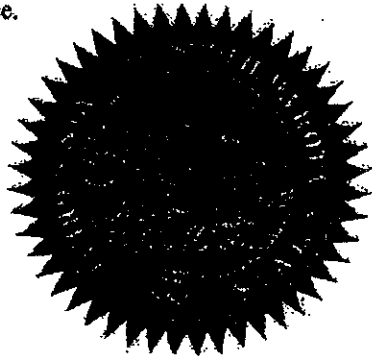
ORGANIZATIONAL ID #: FL001713

I, **Chris Nelson**, Secretary of State of the State of South Dakota, do hereby certify that **ELECTRIC LIGHTWAVE, LLC (DE)** was authorized to transact business in this state on September 8, 2003.

I, further certify that said limited liability company has complied with the South Dakota law governing foreign limited liability companies transacting business in this state, and so far as the records of this office show, said limited liability company is in good standing in this State at the date hereof and duly authorized to transact business in the State of South Dakota. The annual report required by law has been filed with our office and a certificate of cancellation has not been filed. This certificate is not to be construed as an endorsement, recommendation or notice of approval of the limited liability companies financial condition or business activities and practices. Such information is not available from this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this November 12, 2009.

**Chris Nelson**  
Secretary of State



PRINTED IN U.S.A.

**CERTIFICATE**

# State of Oregon

**OFFICE OF THE SECRETARY OF STATE**  
**Corporation Division**

*I, KATE BROWN, Secretary of State of Oregon, and Custodian of the Seal of said State, do hereby certify:*

**ELECTRIC LIGHTWAVE, LLC**

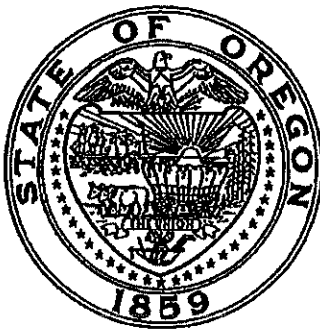
*a Limited Liability Company,*

*organized under the laws of*  
**Delaware**

*was authorized to transact business in Oregon on*

**April 25, 2003**

*and is active on the records of the Corporation Division as of*  
*the date of this certificate.*



*In Testimony Whereof, I have hereunto set*  
*my hand and affixed hereto the Seal of the*  
*State of Oregon.*

**KATE BROWN, Secretary of State**

By Debra L. Virag

**Debra L. Virag**

**November 10, 2009**



**Utah Department of Commerce**  
**Division of Corporations & Commercial Code**  
160 East 300 South, 2nd Floor, PO Box 146705  
Salt Lake City, UT 84114-6705  
Service Center: (801) 530-4849  
Toll Free: (877) 526-3994 Utah Residents  
Fax: (801) 530-6438  
Web Site: <http://www.commerce.utah.gov>

11/11/2009  
5352854-016111112009-3115010

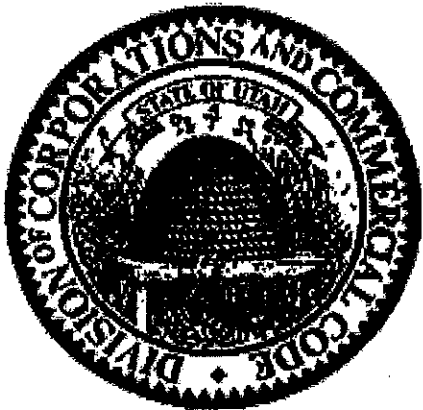
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## CERTIFICATE OF EXISTENCE


**Registration Number:** 5352854-0161  
**Business Name:** ELECTRIC LIGHTWAVE, LLC  
**Registered Date:** January 17, 2006  
**Entity Type:** LLC - Foreign  
**Current Status:** Good Standing

The Division of Corporations and Commercial Code of the State of Utah, custodian of the records of business registrations, certifies that the business entity on this certificate is authorized to transact business and was duly registered under the laws of the State of Utah. The Division also certifies that this entity has paid all fees and penalties owed to this state; its most recent annual report has been filed by the Division (unless Delinquent); and, that Articles of Dissolution have not been filed.



Kathy Berg  
Director  
Division of Corporations and Commercial Code

UNITED STATES OF AMERICA

The State of  Washington

Secretary of State

I, SAM REED, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

**CERTIFICATE OF EXISTENCE/AUTHORIZATION**

**OF**

**ELECTRIC LIGHTWAVE, LLC**

I FURTHER CERTIFY that the records on file in this office show that the above named Limited Liability Company was formed under the laws of the State of DE and was issued a Certificate Of Registration in Washington on 9/8/2003.

I FURTHER CERTIFY that as of the date of this certificate, ELECTRIC LIGHTWAVE, LLC remains active and has complied with the filing requirements of this office.

Date: November 10, 2009

UBI: 602-285-280



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

# Delaware

PAGE 1

## The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OR A MERGER WITH A RESTATED CERTIFICATE ATTACHED OF "ELECTRIC LIGHTWAVE, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

RESTATED CERTIFICATE, FILED THE TWENTY-FIRST DAY OF OCTOBER, A.D. 1997, AT 9 O'CLOCK A.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE THIRTIETH DAY OF JULY, A.D. 1998, AT 1 O'CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TWENTY-FOURTH DAY OF JANUARY, A.D. 2001, AT 9 O'CLOCK A.M.

CERTIFICATE OF OWNERSHIP, FILED THE TWENTIETH DAY OF JUNE, A.D. 2002, AT 5 O'CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE NINETEENTH DAY OF NOVEMBER, A.D. 2002, AT 4:30 O'CLOCK P.M.

CERTIFICATE OF CONVERSION, CHANGING ITS NAME FROM "ELECTRIC LIGHTWAVE, INC." TO "ELECTRIC LIGHTWAVE, LLC", FILED THE TWENTY-FIRST DAY OF NOVEMBER, A.D. 2002, AT 9 O'CLOCK A.M.

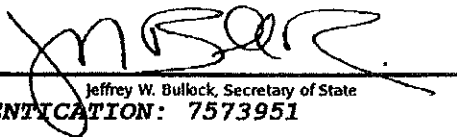
CERTIFICATE OF FORMATION, FILED THE TWENTY-FIRST DAY OF



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You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7573951

DATE: 10-08-09

# Delaware

PAGE 2

*The First State*

NOVEMBER, A.D. 2002, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE THIRTY-FIRST DAY OF  
JULY, A.D. 2003, AT 11:21 O'CLOCK P.M.

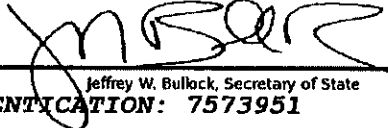
CERTIFICATE OF AMENDMENT, FILED THE SEVENTH DAY OF FEBRUARY,  
A.D. 2008, AT 3:31 O'CLOCK P.M.



2236297 8100X

090922309

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7573951

DATE: 10-08-09

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 10/21/1997  
971354898 - 2236297

**AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
ELECTRIC LIGHTWAVE, INC.**

**ELECTRIC LIGHTWAVE, INC.**, a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1. The name of the Corporation is

**ELECTRIC LIGHTWAVE, INC.,**

The date of filing its original Certificate of Incorporation with the Secretary of State was July 18, 1990.

2. The provisions of the Certificate of Incorporation of the Corporation are hereby amended and restated and integrated into the single instrument which is hereinafter set forth, and which is entitled Amended and Restated Certificate of Incorporation of Electric Lightwave, Inc.

3. The amendment and the restatement of the Certificate of Incorporation herein certified have been duly adopted by the stockholder and the Board of Directors, respectively, of the Corporation in accordance with the provisions of Section 242 and of Section 245 of the General Corporation Law of the State of Delaware.

4. The text of the Amended and Restated Certificate of Incorporation shall upon the effective date of this Amended and Restated Certificate of Incorporation read as follows:

**AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
ELECTRIC LIGHTWAVE, INC.**

**FIRST:** The name of the corporation (hereinafter called the "Corporation"), is Electric Lightwave, Inc.

**SECOND:** The registered office of the corporation is to be located at 1013 Centre Road, Wilmington in the State of Delaware. The name of its registered agent at that address is Corporation Service Company.

**THIRD:** The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

**FOURTH:** The aggregate number of shares of capital stock which the Corporation shall have authority to issue shall be 180,000,000 shares of capital stock, which shall be classified into three classes as follows:

110,000,000 shares of Class A Common Stock, par value \$.01 per share;

60,000,000 shares of Class B Common Stock, par value \$.01 per share (the Class A Common Stock and the Class B Common Stock are sometimes together referred to as the "Common Stock");

10,000,000 shares of Preferred Stock, par value \$.01 per share (the "Preferred Stock").

The express terms of the Class A Common Stock, Class B Common Stock, and Preferred Stock are as follows:



**DIVISION A.     The Common Stock**

**1.     Voting Rights -**

(a)     Each holder of Class A Common Stock shall be entitled to one vote for each share of Class A Common Stock held by such stockholder in the election of directors and on all other matters presented to the stockholders, and each holder of Class B Common Stock shall be entitled to ten votes for each share of Class B Common Stock held by such stockholder in the election of directors and on all other matters presented to stockholders.

(b)     The holders of Class A Common Stock and Class B Common Stock (and Preferred Stock, if any class or series of Preferred Stock shall be entitled to vote as a single class with the Common Stock, pursuant to the designations, powers, preferences, privileges and rights of such class or series) shall vote together as a single class, to the fullest extent permitted by the Delaware General Corporation Law. The holders of the shares of Class A Common Stock and Class B Common Stock shall vote as one class on any proposed amendment to the Certificate of Incorporation that would increase the authorized number of shares of Common Stock or any class thereof or any other class or series of stock or decrease the number of authorized shares of any class or series of stock (but not below the number thereof then outstanding), except as otherwise required by the Delaware General Corporation Law.

2.     Dividends - After there shall have been paid or declared and set apart for payment full cumulative dividends for all past dividend periods and the then current dividend period on any class or series of Preferred Stock, as provided for in the terms and provisions of any class or series of Preferred Stock (with any interest required to be paid thereon), and after there shall have been set apart a sum or sums sufficient to provide for all past and then current purchase fund installments for the Preferred Stock in the terms and provisions, if any, of any class or series of any Preferred Stock (with any interest required to be paid thereon), then out of any funds lawfully available therefor dividends may be paid upon the Common Stock and upon any class of stock ranking as to dividends or distribution of assets subordinate to the Preferred Stock if, when and as declared by the Board of Directors in its discretion, and shares of any outstanding class of stock of the corporation ranking as to

dividends or distribution of assets subordinate to the Preferred Stock may be purchased, acquired, redeemed or otherwise retired by the corporation. Class A Common Stock and Class B Common Stock share equally, on a share-for-share basis, in any dividends declared by the Board of Directors. If at any time a distribution of the Class A Common Stock or Class B Common Stock is to be paid in shares of Class A Common Stock, Class B Common Stock or any other securities of the Corporation or any other person, such dividends may be declared and paid only as follows: (1) a share distribution consisting of Class A Common Stock to holders of Class A Common Stock and Class B Common Stock, on an equal per share basis; or to holders of Class A Common Stock only, but in such event there shall also be a simultaneous share distribution to holders of Class B Common Stock consisting of shares of Class B Common Stock on an equal per share basis; (2) a share distribution consisting of Class B Common Stock to holders of Class B Common Stock and Class A Common Stock, on an equal per share basis; or to holders of Class B Common Stock only, but in such event there shall also be a simultaneous share distribution to holders of Class A Common Stock consisting of shares of Class A Common Stock on an equal per share basis; and (3) a share distribution of shares of any class of securities of the Corporation or of any other person other than the Common Stock, either on the basis of a distribution of identical securities, on an equal per share basis to the holders of Class A Common Stock and Class B Common Stock, or on the basis of a distribution of one class of securities to the holders of Class A Common Stock and another class of securities to holders of Class B Common Stock, provided that the securities so distributed do not differ in any respect, other than relative voting rights and related differences, in designations, conversion and share distribution provisions, with the holders of Class B Common Stock receiving the class having the higher relative voting rights, provided that if the securities so distributed constitute capital stock of a subsidiary of the Corporation, such rights shall not differ to a greater extent than the corresponding existing differences in voting rights, designations, conversion and distribution provisions between Class A Common Stock and Class B Common Stock. If the Corporation shall in any manner subdivide or combine the outstanding shares of Class A Common Stock or Class B Common Stock the outstanding shares of the other class of Common Stock shall be proportionally subdivided or combined in the same manner and on the same basis as the

outstanding shares of Class A Common Stock or Class B Common Stock, as the case may be, that have been subdivided or combined.

3. **Liquidation Rights.** In the event of any liquidation, dissolution or winding up of the corporation, or any reduction of its capital, resulting in a distribution of its assets to its stockholders, whether voluntary or involuntary, after there shall have been paid or set apart for the holders of the Preferred Stock the full preferential amount to which they are respectively entitled under and pursuant to the terms and provisions of all outstanding series and classes of Preferred Stock, the holders of the Common Stock shall be entitled to receive as a class, pro rata, the remaining assets of the corporation available for distribution to its stockholders.

4. **Exchange Rights.** Holders of Class B Common Stock may at any time convert all or a portion of their Class B Common Stock to Class A Common Stock at a one for one ratio by submitting certificates representing the to be exchanged shares to the Corporation for exchange, or if the to be exchanged shares are not in certificate form, by instructing the Corporation to make the exchange on its records.

5. **General.** Except as above provided with respect to voting rights, each share of Class A Common Stock and each share of Class B Common Stock shall be identical and have the same rights, privileges, qualifications, limitations and restrictions.

**DIVISION B.**      **The Preferred Stock**

A. Subject to the provisions of this Article FOURTH and the General Corporation Law of the State of Delaware, the Board of Directors are authorized to establish one or more series of Preferred Stock and, to the extent now or hereafter permitted by the General Corporation Law of the State of Delaware, (i) to fix and determine the designation, number of shares, preferences, limitations, qualifications and special and relative rights or privileges of each series, (ii) to increase the number of shares of any such series previously determined by it and to decrease such previously determined number of shares to a number not less than that of the shares of such series then outstanding, (iii) to change the designation or number of shares, or the relative rights, preferences and limitations of the shares, of any theretofore established series, no shares of which have been issued, and (iv) to cause to be executed and filed without further approval of the stockholders such amendment or amendments to this Restated Certificate of Incorporation as may be required in order to accomplish any of the foregoing. In particular, but without limiting the generality of the foregoing, the Board of Directors shall have authority to determine with respect to any series of Preferred Stock:

(1) the dividend rate or rates on the shares of such series and any preference, restriction, limitation or condition upon the payment of such dividends, and whether dividends shall be cumulative and, if so, the date or dates from which dividends shall accumulate, and the dates on which dividends, if declared, shall be payable;

(2) whether the shares of such series shall be redeemable and, if redeemable, the time, price, terms, conditions and manner of redemption;

(3) the rights of the holders of shares of such series in the event of the liquidation, dissolution or winding up of the corporation, whether voluntary or involuntary, or any other distribution of its assets;

- (4) whether the shares of such series shall be subject to the operation of a sinking, purchaser or retirement fund and, if so, the terms and provisions of such fund;
- (5) whether the shares of such series shall be convertible into shares of any other class or classes or of any other series of the same or any other class or classes of stock of the corporation and if convertible, the price or price or the rate or rates of conversion and the method, if any, of adjusting the same, and the other terms and conditions, if any, on which shares shall be so convertible;
- (6) the conditions and extent of voting powers, if any, of the shares of such series; and
- (7) such other designations, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions of such series to the fullest extent now and hereafter permitted by Delaware Law.

**B.** In the event that at any time the Board of Directors shall have established and designated one or more series of Preferred Stock consisting of a number of shares less than all of the authorized shares of Preferred Stock, the remaining authorized shares of Preferred Stock shall be deemed to be shares of one or more undesignated series of Preferred Stock until designated by the Board of Directors as being a part of a series previously established or a new series then being established by the Board of Directors.

**FIFTH:** The Board of Directors is expressly authorized to make, alter and repeal the bylaws of the Corporation.

**SIXTH:** The Corporation expressly elects not to be governed by Section 203 of the General Corporation Laws of the State of Delaware.


**SEVENTH:** (A) A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty-as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) for acts of omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended after the effective date of this ARTICLE to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

(B) No modifications or repeal of the provisions of this ARTICLE shall adversely affect any right or protection of any director of the Corporation existing at the date of such modification or repeal or create any liability or adversely affect any such right or protection for any acts or omissions of such director occurring prior to such modification or repeal.

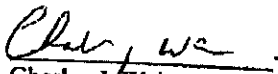
IN WITNESS WHEREOF, said Corporation, has caused the corporate seal to be affixed hereto and this Certificate to be signed by Daryl A. Ferguson, its Vice President and CEO, and attested to by Charles J. Weiss, its Assistant Secretary, on this 16<sup>th</sup> day of October, 1997.

ELECTRIC LIGHTWAVE, INC.

BY

  
Daryl A. Ferguson  
Vice Chairman and CEO

ATTESTED:

  
Charles J. Weiss  
Assistant Secretary

**CERTIFICATE OF CHANGE OF REGISTERED AGENT  
AND  
REGISTERED OFFICE**

\*\*\*\*\*

Electric Lightwave, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

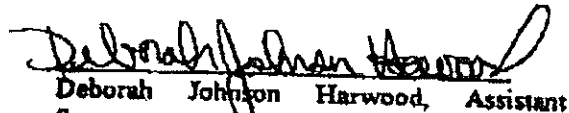
The present registered agent of the corporation is The Prentice-Hall Corporation System, Inc. and the present registered office of the corporation is in the county of New Castle.

The Board of Directors of Electric Lightwave, Inc. adopted the following resolution on the 21st day of May, 1998.

Be it resolved that the registered agent of the corporation in the jurisdictions in which the Company is qualified to do business be and is hereby changed to The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801; and be it

Further be it resolved, that the Secretary or any Assistant Secretary of the Corporation be and hereby is authorized, empowered and directed to certify to any jurisdiction in which the Company does business, that the registered agent in that jurisdiction is The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801.

IN WITNESS WHEREOF, Electric Lightwave, Inc. has caused this statement to be signed by Deborah Johnson Harwood, its Assistant Secretary, this 8th day of June, 1998.

  
Deborah Johnson Harwood, Assistant  
Secretary

(DEL. - 264 - 6/15/94)  
CT System

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 01:00 PM 07/30/1998  
981297411 - 2236297

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 01/24/2001  
010037272 - 2236297

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE  
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is  
ELECTRIC LIGHTWAVE, INC.
2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.
3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.
4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on 1/12, 2001

  
Virginia L. Coogle, Assistant Secretary



STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 05:00 PM 06/20/2002  
020401260 - 2236297

**CERTIFICATE OF OWNERSHIP AND MERGER**

**MERGING**

**ELI ACQUISITION, INC.**

**INTO**

**ELECTRIC LIGHTWAVE, INC.**

\*\*\*\*\*

ELI Acquisition, Inc., a corporation organized and existing under the laws of the State of Delaware,

**DOES HEREBY CERTIFY:**

**FIRST:** That this corporation was incorporated on the fourteenth day of March, 2002, pursuant to the General Corporation Law of the State of Delaware.

**SECOND:** That this corporation owns at least ninety percent of the outstanding shares of each class of the stock of Electric Lightwave, Inc., a corporation incorporated on the eighteenth day of July, 1990, pursuant to the General Corporation Law of the State of Delaware.

**THIRD:** That this corporation, by the following resolutions duly adopted by the unanimous written consent of its board of directors, filed with the minutes of the board of directors on June 18, 2002, determined to and did merge itself into Electric Lightwave, Inc.:

**RESOLVED,** that ELI Acquisition, Inc., merge and it hereby does merge itself into Electric Lightwave, Inc., which assumes all of the obligations of ELI Acquisition, Inc.; and be it further

**RESOLVED,** that the merger shall become effective on June 20, 2002; and be it further

**RESOLVED,** that the terms and conditions of the merger are as follows: each outstanding share of Electric Lightwave, Inc., not owned by ELI Acquisition, Inc. (other than shares held by stockholders, if any, who are entitled to and perfect their appraisal rights under Section 262 of the Delaware General Corporation Law), would be cancelled and converted into the right to receive \$0.70 in cash per share, without interest; and be it further

**RESOLVED**, that the proposed merger shall be submitted to the sole stockholder of ELI Acquisition, Inc. and upon receiving the affirmative written consent of the sole stockholder of ELI Acquisition, Inc., the merger shall be approved; and be it further

**RESOLVED**, that the proper officers of Electric Lightwave, Inc., be and they hereby are directed to notify within 10 days after June 20, 2002, the effective date specified in the Certificate of Ownership and Merger each stockholder of record of said Electric Lightwave, Inc., entitled to notice and be it further

**RESOLVED**, that the proper officer of this corporation be and he or she is hereby directed to make and execute a Certificate of Ownership and Merger, which will include setting forth a copy of the resolutions to merge itself into said Electric Lightwave, Inc., and the date of adoption thereof, and to cause the same to be filed with the Secretary of State and to do all acts and things whatsoever, whether within or without the State of Delaware, that may be necessary or proper to effect said merger;

**FOURTH:** That the merger has been approved by the sole stockholder of ELI Acquisition, Inc., by written consent.

**FIFTH:** Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the board of directors of ELI Acquisition, Inc., at any time prior to the time that this certificate of Ownership and Merger, filed with the Secretary of State of the State of Delaware, becomes effective.

*[Signature Page Follows]*

IN WITNESS WHEREOF, said ELI Acquisition, Inc., has caused this Certificate to be signed by CU Capital Corp., its sole stockholder, this 11<sup>th</sup> day of June, 2002.

ELI ACQUISITION, INC.

By: JEFF ELLIOTT  
Name: Jerry Elliott  
Title: Vice President and Treasurer

**CERTIFICATE OF CHANGE OF REGISTERED AGENT  
AND  
REGISTERED OFFICE**

**ELECTRIC LIGHTWAVE, INC.**

Electric Lightwave, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware

**DOES HEREBY CERTIFY:**

That the registered office of the corporation in the state of Delaware is hereby changed to Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle.

That the registered agent of the corporation is hereby changed to THE CORPORATION TRUST COMPANY, the business address of which is identical to the aforementioned registered office as changed.

That the changes in the registered office and registered agent of the corporation as set forth herein were duly authorized by resolution of the Board of Directors of the corporation.

IN WITNESS WHEREOF, the corporation has caused this Certificate to be signed by an authorized officer, this 8<sup>th</sup> day of November, 2002.



Robin LaPeters  
Assistant Secretary

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 11/21/2002  
020718954 - 2236297

STATE OF DELAWARE  
CERTIFICATE OF CONVERSION  
FROM A CORPORATION TO A LIMITED LIABILITY COMPANY  
PURSUANT TO SECTION 266 OF THE DELAWARE GENERAL CORPORATION  
AND SECTION 18-214 OF THE LIMITED LIABILITY COMPANY ACT

OF

ELECTRIC LIGHTWAVE, INC.

1. The name of the corporation immediately prior to filing this Certificate is:  
ELECTRIC LIGHTWAVE, INC.
2. The date the Certificate of Incorporation was filed on is July 18, 1990.
3. The original name of the corporation as set forth in the Certificate of Incorporation is ELECTRIC LIGHTWAVE, INC.
4. The name of the limited liability company as set forth in the formation is  
ELECTRIC LIGHTWAVE, LLC.
5. The conversion has been approved in accordance with the provisions of  
Section 266.

ELECTRIC LIGHTWAVE, INC.

  
L. Russell Mitten, Secretary

ELECTRIC LIGHTWAVE, LLC

  
L. Russell Mitten, Organizer

CERTIFICATE OF FORMATION  
OF  
ELECTRIC LIGHTWAVE, LLC

1. The name of the limited liability company is: **ELECTRIC LIGHTWAVE, LLC.**
2. The address of its registered office in the State of Delaware is c/o United Corporate Services, Inc., 15 East North Street, Dover, Delaware 19901. The name of its registered agent at that address is United Corporate Services, Inc.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of **ELECTRIC LIGHTWAVE, LLC** this 20<sup>th</sup> day of November, 2002

  
\_\_\_\_\_  
L. Russell Mitten, Organizer

**CERTIFICATE OF AMENDMENT**

**OF**

**Electric Lightwave, LLC**

1. The name of the limited liability company is **Electric Lightwave, LLC**
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The registered office of the corporation in the state of Delaware is hereby changed to Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle.

The registered agent of the corporation is hereby changed to **THE CORPORATION TRUST COMPANY**, the business address of which is identical to the aforementioned registered office as changed.

Dated: July 31, 2003

Electric Lightwave, LLC

  
\_\_\_\_\_

Robin LaPeters, Authorized Person

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 03:44 PM 02/07/2008  
FILED 03:31 PM 02/07/2008  
SRV 080131355 - 2236297 FILE

**CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION**

OF

**Electric Lightwave, LLC**

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Electric Lightwave, LLC (hereinafter called the "company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the limited liability company is Electric Lightwave, LLC.
2. The Certificate of Formation of the domestic limited liability company is hereby amended to change the name and address of the registered agent and the address of the registered office within the State of Delaware as follows:

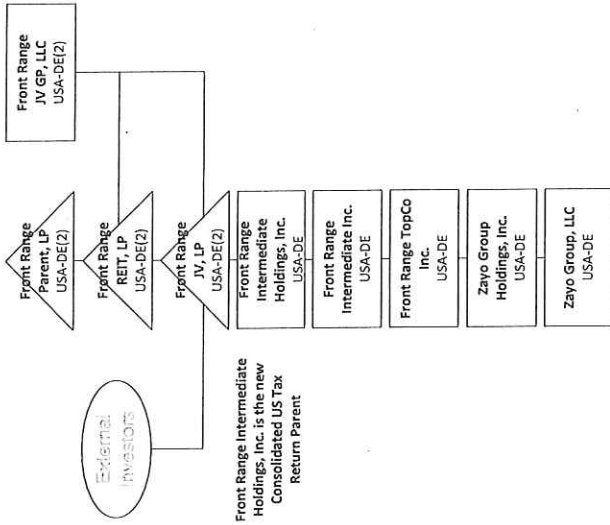
National Registered Agents, Inc.  
160 Greentree Drive, Suite 101  
Dover, Delaware 19904  
County of Kent

Executed on 2/4/08.

  
\_\_\_\_\_  
Integra Telecom Holdings, Inc., Member,  
by J. Jeffery Oxley, Secretary



Exhibit 4. Corporate Structure



# ZAYO GROUP HOLDINGS, INC. PARENTS AND SUBSIDIARIES

30 SEP 2020

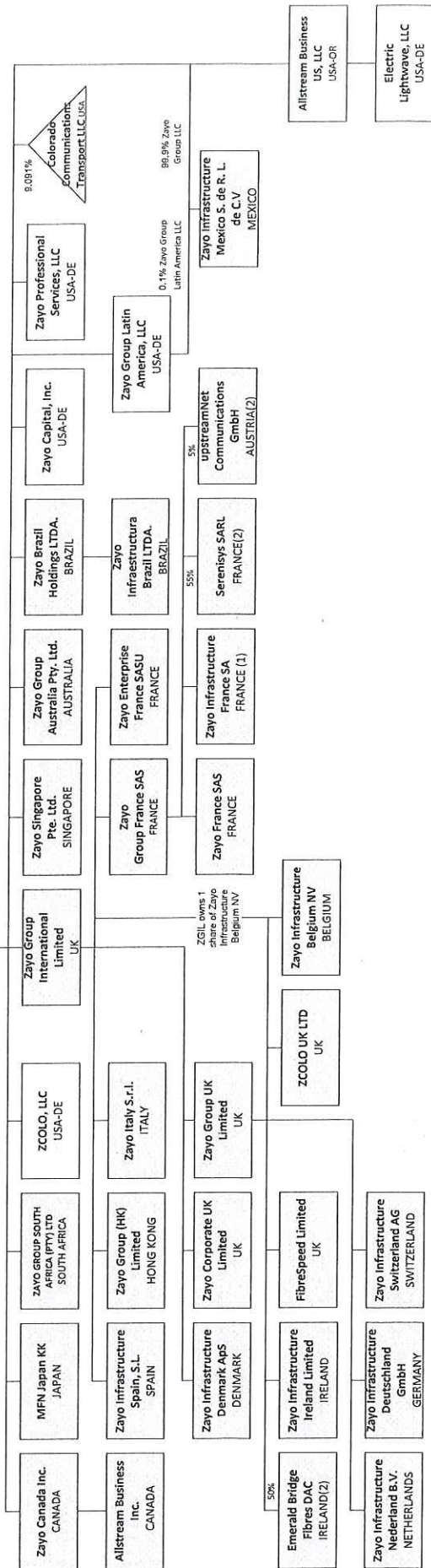
Updated 02 OCT 2020 Errors or omissions?

Please contact sabine.percarpio@zayo.com (legal) and ben.pos@zayo.com (tax)

## LEGEND



All ownership is 100% unless otherwise indicated.  
 Note 1: Allan Shaw and Sheldon Goldman each hold 1 share.  
 Note 2: Income tax compliance not Zayo's responsibility





## Exhibit 5 Description of Proposed Services

Allstream is applying for a CPCN for the following certifications:

1. Reseller of Incumbent telephony services:
  - a. Allstream purchases telephony services from incumbents and resells it to commercial customers of varying size.
2. Facilities-based provider (for the **option to lease and construct** ILEC facilities, Allstream has no pending plans for construction).
  - a. Allstream regularly leases existing facilities where necessary to better serve our customer's needs. The ability to lease existing facilities is necessary to provide our high standard of service to customers across the United States.
  - b. Depending on the Customer's size or the number of Customers, it may make sense for Allstream to self-provision parts of the network.
3. Intrastate Toll service provider
  - a. Allstream provides intrastate toll services to best serve our customer's need to place calls outside their service area.
  - b. Long Distance Interexchange Service is telephone service that allows Customers to place calls from Customer location to locations outside the Customer's local calling area.
  - c. Toll Free Inbound Service is an inward calling service. It permits termination of calls from diverse geographic locations. With Company Toll Free Service, the Customer is billed for the call rather than the call originator.
4. Local Exchange service provider
  - a. Allstream provides local exchange service to our customers to best serve their need to interconnect with other local exchanges and terminations, and locations within the Customer's local calling area.
  - b. Basic Business Local Exchange service provides the Customer with voice-grade telecommunications service that can be used to place and receive calls. The Customer may place calls to any local calling station in the local calling area. The Customer may also place calls to toll-free numbers where equipment allows.

*\*See Exhibit 6: Tariff*



**RHODE ISLAND TELECOMMUNICATIONS TARIFF**  
of  
**ELECTRIC LIGHTWAVE, LLC D/B/A ALLSTREAM**  
**COMPETITIVE LOCAL EXCHANGE AND**  
**INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of competitive local exchange and interexchange telecommunications services provided by Electric Lightwave, LLC dba Allstream ("Company") within the State of Rhode Island. This Tariff is on file with the Public Utilities Commission of Rhode Island.

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Issued:  
Issued By:

Effective Date:

Allstream Corporate Attorney  
18110 SE 34<sup>th</sup> Street, Building One, Suite 100  
Vancouver, WA 98683

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**CHECK SHEET**

The Title Sheet and Sheets 1 through 127 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

Sheet No.	Sheet Version	Sheet No.	Sheet Version	Sheet No.	Sheet Version
Title	Original				
1	Original	31	Original	61	Original
2	Original	32	Original	62	Original
3	Original	33	Original	63	Original
4	Original	34	Original	64	Original
5	Original	35	Original	65	Original
6	Original	36	Original	66	Original
7	Original	37	Original	67	Original
8	Original	38	Original		
9	Original	39	Original		
10	Original	40	Original		
11	Original	41	Original		
12	Original	42	Original		
13	Original	43	Original		
14	Original	44	Original		
15	Original	45	Original		
16	Original	46	Original		
17	Original	47	Original		
18	Original	48	Original		
19	Original	49	Original		
20	Original	50	Original		
21	Original	51	Original		
22	Original	52	Original		
23	Original	53	Original		
24	Original	54	Original		
25	Original	55	Original		
26	Original	56	Original		
27	Original	57	Original		
28	Original	58	Original		
29	Original	59	Original		
30	Original	60	Original		

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 Issued:

Effective Date:

Issued By:

Allstream Corporate Attorney  
18110 SE 34<sup>th</sup> Street, Building One, Suite 100  
Vancouver, WA 98683

**RESERVED FOR FUTURE USE**

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Issued:  
Issued By:

Effective Date:

Allstream Corporate Attorney  
18110 SE 34<sup>th</sup> Street, Building One, Suite 100  
Vancouver, WA 98683

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Issued:

Effective Date:

Issued By:

Allstream Corporate Attorney  
18110 SE 34<sup>th</sup> Street, Building One, Suite 100  
Vancouver, WA 98683



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Issued:

Effective Date:

Issued By:

Allstream Corporate Attorney  
18110 SE 34<sup>th</sup> Street, Building One, Suite 100  
Vancouver, WA 98683

**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

- (C) To signify changed condition or regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a Customer's bill.
- (M) To signify that material has been moved from another tariff location.
- (N) To signify a new rate, regulation condition.
- (R) To signify a change resulting in a reduction to a Customer's bill.
- (S) To signify reissued material.
- (T) To signify a change in text but no change to rate or charge.

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Issued:  
Issued By:

Effective Date:

Allstream Corporate Attorney  
18110 SE 34<sup>th</sup> Street, Building One, Suite 100  
Vancouver, WA 98683

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**TARIFF FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a) i.
  - 2.1.1.A.1.(a) i.(1)
  - 2.1.1.A.1.(a) i (1)(a)
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff with a cross- reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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**APPLICATION OF TARIFF**

This Tariff applies to intrastate interexchange and competitive local exchange telecommunications services and facilities offered within the State of Rhode Island by Electric Lightwave, LLC d/b/a Allstream (“Allstream”).

Allstream’s Inter-exchange Services are interstate offerings with Customers having the option of using the services for intrastate calls. Intrastate interexchange telecommunications services are offered in conjunction with, and as an adjunct to, the Company’s interstate interexchange service offerings, and may not be obtained without subscribing to company’s interstate interexchange services. Features, functions, volume discounts, term discounts, installation and monthly charges may be found among Allstream’s interstate rates and services, which may be accessed on its web site, [www.allstream.com](http://www.allstream.com), or via Customer Service at [UScustomerservice@allstream.com](mailto:UScustomerservice@allstream.com) or by calling 1-866-468-3472.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**ACCESS LINE** - A line which connects a customer to the central (switching point) office of an exchange through which local and long distance calls can be made.

**ACCOUNT CODE** - A Multidigit code which can be used by Customers to assign accountabilities for a call. It can be used to identify users, project, etc.

**ADDITIONAL LISTING** - Any listing of a name or information in connection with a Customer's telephone number beyond that to which he is entitled without additional charge in connection with his regular service.

**APPLICATION** - A request made orally or in writing for telephone service.

**AUTHORIZED USER** - A person, firm or corporation (other than the customer) on whose premise a telephone, Private Branch Exchange, or private line service or channel is located and who may communicate over such channels in accordance with the terms of the tariff.

**BUSINESS SERVICE** - Telephone service furnished to customers where the actual or obvious use is principally or substantially of a business, professional, or occupational nature.

**CALLED STATION** - The terminating point of a call (i.e., the called number).

**CALLING CARD** - A card issued by a Carrier containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

**CALLS** - The term "calls" means telephone messages attempted by Customers or Users.

**CARRIER** - A company authorized by the Rhode Island Public Utilities Commission to provide telecommunications services.

**CHANNEL** - A path for communication between two or more stations, or Company offices, furnished in such a manner as Company may elect, whether by wire, radio or a combination thereof and whether or not by a single physical facility or route.

**CIRCUIT** - A channel used for the transmission of electrical energy in the furnishing of telephone and other communications service.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**COMMUNICATIONS SYSTEM** - Channels and other facilities which are capable, when not connected to exchange telecommunications service, of two-way communications between customer-provided terminal equipment or company stations.

**COMPANY** – Electric Lightwave, LLC d/b/a Allstream (“Allstream”)

**COMMISSION** – The Rhode Island Public Utilities Commission

**CONNECTING ARRANGEMENT** - The equipment provided by Company to accomplish the direct electrical connection of customer-provided facilities with the facilities of Company or of facilities of Company with other facilities of Company.

**CONNECTING COMPANY** - A corporation, association, partnership or individual owning or operating one or more exchanges and with who communications services are interchanged.

**CONNECTOR** - See "Switch".

**CONNECTION CHARGE** - See "Service Connection Charge".

**CONSTRUCTION CHARGE** - A separate non-recurring charge made for the construction of facilities in excess of that contemplated under the rates quoted in the exchange tariffs.

**CONTRACT** - Refers to the agreement between a customer and Company under which service and facilities are furnished in accordance with the applicable provisions of the Tariffs.

**COST** - The cost of labor and materials, which includes appropriate amounts to cover Company's general operating and administrative expenses.

**CREDIT CARD** - A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment.

**CUSTOMER** - The individual, partnership, association or corporation that contracts for service and is responsible for the payment of charges and compliance with the rules and regulations of Company (“Customer”).

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**CUSTOMER-PROVIDED EQUIPMENT** - Devices, apparatus, and/or associated wiring provided by a Customer.

**CUT-OVER DATE (or INSTALLATION DATE)** - the date when Company commences supplying services pursuant to this Tariff.

**DATA BANDWIDTH** - a data transmission rate; the maximum amount of information (bits/second) that can be transmitted along a channel.

**DEBIT CARD** - A valid bank or financial organization card, representing both an account from which the costs of products and services purchased by the card holder may be charged.

**DEDICATED ACCESS** - Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

**DEMARICATION POINT** - The point of connection, provided and maintained by the Telephone Company, at which the Telephone Company service and the property owner or customer's facilities are connected. This Demarcation Point is to be mutually agreeable to the Company and the subscriber or property owner, and is normally located near the point where the Company facilities enter the building or property, on the subscriber's side of the Company's protector, or its equivalent.

For multiple buildings constructed on continuous business property, such as shopping centers, condominiums, industrial parks, and campuses, the Company may establish a single Demarcation Point or may designate one of the existing terminating connections on a property as a main Demarcation Point. Where feasible, one or more alternate Demarcation Points may be placed or reinforced by the Company at the request of the business customer or property owner. Charges will be applied to cover additional costs of placing or reinforcing alternate Demarcation Points. The property owner or customer is responsible for service on the customer side of the Demarcation Point.

**DIGITAL** - A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**DIRECT CONNECTION** - Connection of terminal equipment to the telephone network by means other than acoustic or inductive coupling.

**DIRECT INWARD DIAL ("DID")** - A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

**DIRECT OUTWARD DIAL ("DOD")** - A service attribute that allows individual station users to access and dial outside numbers directly.

**DISCONNECT OR DISCONNECTION** - The termination of a circuit connection between the Originating Station and the Called Station or the operator service provider.

**EMERGENCY SERVICE NUMBER ("ESN")** - A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the Customer.

**E911 CUSTOMER** - A municipality, other state or local governmental unit or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated. The Customer must be legally authorized to subscribe to the service and have public safety responsibilities by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone central office areas arranged for 911 calling.

**END USER** - Any customer of telecommunications service that is not a carrier, except that a carrier shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes, without making such service available to others, directly or indirectly.

**EXCHANGE** - An area, consisting of one or more central office districts, within which a call between any two points is a local call.

**EXCHANGE ACCESS LINE** - A central office line furnished for direct or indirect access to the exchange system.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**EXCHANGE SERVICE** - The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

**EXTENDED AREA SERVICE** - Interexchange telephone service furnished at flat rate between one or more exchange areas.

**FLAT RATE SERVICE** - The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

**INITIAL SERVICE PERIOD** - The minimum length of time for which a customer is obligated to pay for service, facilities, and equipment, whether or not retained by the customer for such minimum length of time.

**INTERCONNECTION** - The method by which telecommunications facilities of the Company are arranged to transmit to, or receive information from, Customer-provided equipment.

**INTERRUPTION** - The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

**ISDN/PRI BUSINESS SERVICE** - An ISDN Primary Rate Interface Business Service connection operating at 1.544 MBPS that is time division multiplexed in 23B channels and one D channel. The B channels carry individual voice-grade telephonic communications, each of which can be used to place or receive one call at a time, while the D channel handles signaling information.

**LATA** - Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside this area ("interLATA") service is provided by long distance companies.

**LINE CONSTRUCTION CHARGES** - The charges applied for additions to existing central office line facilities outside a Base Rate Area to provide service to business or residence customers.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**LOCAL CHANNEL** - Applies to that portion of a channel which connects a station to an interexchanging channel. A channel connecting two or more stations within an exchange area.

**LOCAL EXCHANGE CARRIER** - A company which furnishes exchange telecommunications service.

**LOCAL EXCHANGE SERVICE** - Telephone communication within Exchange Areas in accordance with the provision of Company's Tariffs.

**LOCAL MESSAGE** - A completed communication between customer's stations located within the same Exchange Area.

**LOCAL SERVICE AREA** - The area within which telephone service is furnished under a specific schedule of rates without the application of specific charges for each message.

**MAINTENANCE VISIT CHARGE** - A charge applied when a service difficulty or trouble report results from customer provided equipment and/or inside wiring and not from the telephone company's facilities.

**MARKET EXPANSION LINE (MEL)** - A service that allows a customer to obtain a telephone number which, when called, will automatically forward the call to another telephone number (any local or long distance telephone number, except a payphone). The originating telephone number identification is not provided to the MEL customer.

**MESSAGE RATE SERVICE** - A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

**MILEAGE** - The measurement upon which charges are computed for extension, tie, private lines and for lines serving exchange stations located outside the base rate area or outside the central office area of the connecting central office.

**MINIMUM CONTRACT PERIOD** – see “Initial Service Period”

**MONTHLY RECURRING CHARGE** - A regular charge applied on a monthly basis for the services applied for under this Price List.

**NETWORK** - The Company's facilities, equipment, and services provided under this tariff.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**NON-RECURRING CHARGE** - A one-time charge associated with certain installations, change or transfer of services, either in lieu of or in addition to monthly recurring charges.

**PLAN E, INTEGRATED DYNAMIC ACCESS** – DS1 delivered service utilizing a single DS1 for delivery of voice and Internet services. The voice service and data transmission share the available bandwidth of 1.228 Mbps using the entire available bandwidth when voice lines are idle. Voice service takes precedence over data and, as voice transmission is required, Internet bandwidth is reduced to accommodate the voice transmission. Plan E services is delivered via T1, ISDN PRI or analog lines.

**PREMISES** - The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

**SAME PREMISES** - All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

**SERVICE(S)** - All telecommunications services and other services related thereto provided by the Company to Customers or End Users.

**STATION** - Each telephone on a line where no telephone associated with the line is provided on the same premises and in the same building; the first termination in station key equipment or a jack for use with a portable telephone.

**SUBSCRIBER** - See Customer.

**SUSPENSION** - Interruption of services for any number of reasons, including, but not limited to nonpayment

**T-1 or DS1 BUSINESS SERVICE** – Service provided to business customer. The connection operates at 1.544 MBPS that is time division multiplexed in 24 individual voice-grade telephonic communications channels, each of which can be used to place or received one call at a time.

**TARIFF** - The rates, charges, rules and regulations adopted and filed by Company with the Rhode Island Public Utilities Commission.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**TELEPHONE COMPANY** - See Carrier

**TERMINATION CHARGE** - A charge applied under certain conditions, when a contract for service is terminated by the customer before the expiration of the minimum contract period.

**TOLL CALL** - Any call extending beyond the local exchange of the originating caller, which is rated on a toll schedule by the Company.

**TOLL FREE SERVICE** - A bulk-billed service, which provides a customer, a monthly flat rated message service for incoming station-to-station calling from telephones within a preset calling area. This service is offered without charge to the dialing party.

**TRUNK** - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**TRUNK LINE** - A circuit over which a customer's messages are sent between two central offices or between a central office and a private branch exchange system.

**USER** - Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1. UNDERTAKING OF THE COMPANY**

- 2.1.1. Company's interexchange services are furnished for telecommunications originating and/or terminating within the State of Rhode Island, as provided in its Certificate of Authority.
- 2.1.2. Company's local exchange services are furnished for telecommunications originating and/or terminating in any area within the State of Rhode Island.
- 2.1.3. Company is a facilities-based provider of local exchange telecommunications to Customers for direct transmission and reception of voice, data, and other types of communications.
- 2.1.4. Company is a resale common carrier providing intrastate long distance toll telecommunication service to customers for their direct transmission and reception of voice, data and other types of communications. Company provides outbound 1+ and inbound "800" services to Customers.
- 2.1.5. Company resells or otherwise provides access, switching, transport and termination services provided by exchange and interexchange carriers.
- 2.1.6. Provision of the Company's services is dependent upon the availability of suitable facilities for services. The facilities used to provide a particular service are chosen by the Company and are not represented to be suitable for any one service. The Company reserves the right to change underlying facilities, at the Company's sole option, provided there is no degradation to the services.
- 2.1.7. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.8. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer.
- 2.1.9. This Tariff List shall be interpreted and governed by the laws of the State of Rhode Island without regard for the State's choice of laws provision.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.2. LIMITATIONS OF SERVICE**

- 2.2.1 Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.2.2. Company reserves the right to immediately disconnect service without notice, without incurring liability.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer of the service or any rights associated with the service. Transfer may be permitted if the Customer has paid all charges owed to the Company. Transfers will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges will apply, as stated elsewhere in this Tariff. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Failure of the transferee to comply with this requirement shall not prevent liability for charges, including termination charges, if the transferee has accepted use of the Service and/or made payments. The original Customer shall also remain liable for all charges, including early termination charges, if the Service is transferred without notice to, and approval by, the Company. In no event shall Allstream collect more than total charges owed.
- 2.2.6 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.2. LIMITATIONS OF SERVICE, Continued**

- 2.2.7 The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff or Company's policies and procedures until the indebtedness is satisfied.
- 2.2.8. Company may limit communications over its facilities during emergencies, which may result in a shortage of facilities.
- 2.2.9. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.
- 2.2.10 The Company reserves the right to discontinue service when necessitated by conditions beyond its control or when the Customer's use of the service is in violation of the provisions of this Tariff or in violation of state law.

**2.3. CUSTOMER'S USE OF SERVICE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited. Services are designed primarily for business or commercial use. Services are not intended for resale.
- 2.3.2. Customers may transmit or receive information or signals via the Company's facilities. Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Tariff. A Customer may transmit any form of signal that is compatible with Company's equipment, but Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Tariff.
- 2.3.3. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier, shared tenant or multi-tenant provider.
- 2.3.4. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.3. CUSTOMER'S USE OF SERVICE, Continued**

- 2.3.5. The Company strictly prohibits use of the Company's services without payment or by an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner, which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service, and such person(s) shall be the authorized person(s) on the account for services for the purpose of changing services or any activity or notice on the account or relative to the services.

**2.4. APPLICATION FOR SERVICE**

- 2.4.1. A Customer desiring to obtain Service must complete the appropriate service order form and/or service agreement, and submit the service order and/or service agreement in compliance with Company subscription requirements as may be established from time to time.
- 2.4.2. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application or service agreement.
- 2.4.3. Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to Company for Service previously rendered pursuant to this Tariff until the indebtedness is satisfied.
- 2.4.4. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company reserves the right to refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4 APPLICATION FOR SERVICE, Continued**

2.4.5. Where the Customer cancels an application for Service; a cancellation charge will apply as specified elsewhere in this Tariff.

2.4.6. Company may require an applicant for Service, who intends to use Company's offerings for resale and/or for shared use, to file a letter with Company confirming that the applicant's use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

**2.5. SPECIAL CONSTRUCTION**

2.5.1. Subject to the Company's agreement and to the provisions of this Tariff, special construction of facilities may be undertaken on a reasonable effort 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 Company would normally utilize in the furnishing of its services;
- C. over a route other than that which Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which 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

2.5.2. Special Assemblies of Equipment or Speculative Projects, for which provision is not otherwise made in this tariff or those involving unusual costs, may be provided where practicable, if not detrimental to any of the services furnished by Company.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5 SPECIAL CONSTRUCTION, Continued**

2.5.3. The charge for such facilities may be in the form of an installation charge, a monthly charge, a termination charge or any combination thereof, and will include, but not limited to, when applicable, one or more of the following estimated expense items associated with the special equipment or service provided:

- A. Maintenance expense;
- B. Depreciation expense – including reusable and non-recoverable items;
- C. Administration expense;
- D. Taxes – including Federal Income Tax;
- E. Any other specific items of expense that may be associated with the facility provided;
- F. A reasonable return on investment.

2.5.4. The estimated installation cost used in the derivation of the various expense items shall include but not be limited to, the following:

- A. Material;
- B. Material overhead;
- C. Installation labor;
- D. Installation labor overhead

2.5.5. In connection with Marketing and Sales studies or programs, or promotional offerings, Company reserves the right to waive Service Charges within specified areas for such periods of time as designated by Company.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.6. LIMITATION OF COMPANY'S LIABILITY**

2.6.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. No other liability shall in any case attach to the Company. The above described remedies in favor of Customer are exclusive and in no event shall Company, its employees, officers, agents and employees' agents be liable for or responsible to Customer or any other person or entity with respect to any other liability, loss or damage, arising out of, caused or alleged to be caused, directly or indirectly, by Company, including but not limited to any death, bodily injury, or interruption of service, loss of business or profits or any indirect, incidental, special or consequential damages.

2.6.2. Company shall not be liable for, and the Company shall be indemnified, defended and held harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for:

- A. Acts, omissions, or negligence of other companies when their facilities are used in connection with Company's facilities to provide service, or for the unavailability or any delays in the furnishing of any services or facilities, which are provided by other companies;
- B. Any defacement or damage to the customer's premises or equipment resulting from the existence of Company's instruments, apparatus and associated wire on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of Company, or its employees;
- C. Except as provided herein, and in any relevant sections of the Rhode Island Administrative Code, failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, order by request of the United States Government, or any other government including state and local governments having any jurisdiction over Company or the services provided hereunder; national emergencies, civil disorder, insurrections, riots, wars, strikes, lockouts,

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.6. LIMITATION OF COMPANY'S LIABILITY, Continued**

work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over Company;

- D. Act or omission of any other entity furnishing to the Customer facilities or equipment used with the Service furnished hereunder; nor shall Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities;
- E. Liability for failure to provide service or any delays in the furnishing of any services or facilities;
- F. Any charges or costs incurred by Customer for use of another carrier's services whether caused by failure of Company's equipment or service or otherwise;
- G. Providing listing information to any Local Exchange Carrier ("LEC") for inclusion in LEC directories. Company is not responsible for publication of any directories. No liability for damages arising from errors and/or omissions of directory listings, or listings obtained from the directory assistance operator shall attach to Company;
- H. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising directly or indirectly from the material, data, information or other content transmitted over Company facilities or the use thereof, claims for infringement of patents arising from combining facilities furnished by Company with, or using the facilities in connection with, apparatus and systems of the Customer and all other claims arising out of any act or omission of the Customer in connection with facilities provided by Company.
- I. Any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company;

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.6. LIMITATION OF COMPANY'S LIABILITY, Continued**

- J. Any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, delayed installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence;
- K. For any personal injury to or death of any person or persons;
- L. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company, or (3) common carriers or warehousemen;
- M. Any errors omissions, whether arising through negligence or otherwise, in the information furnished to Directory Assistance.
- N. Any unlawful or unauthorized use of the Company's facilities and Services;
- O. Breach in the privacy or security of communications transmitted over the Company's facilities;
- P. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence;
- Q. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- R. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.6. LIMITATION OF COMPANY'S LIABILITY, Continued**

- S. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
  - T. Any non-completion of calls due to network busy conditions;
  - U. Any calls not actually attempted to be completed during any period that service is unavailable.
  - V. Service, facilities, or equipment, which the Company does not furnish.
  - W. Any and all other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.6.3. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.6.4. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.6.5. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Rhode Island law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.6. LIMITATION OF COMPANY'S LIABILITY, Continued**

2.6.6. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

2.6.7. In the absence of gross negligence or willful misconduct, and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting, shall attach to the Company.

2.6.8. With respect to Emergency Number 911 Service:

A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Allstream is not responsible for and will not make any changes or submit updates to E911/911 Databases for any series other than an emergency response location per billing telephone number. Unless otherwise agreed, Allstream will provide Customer with the network connection and be responsible for providing the appropriate Public Safety Answering Point telephone number, name address, and location information, for one emergency response location per billing telephone number for the DS1 and PRI level service and one emergency response location per billing telephone number for the DS0 level of service and one Customer will be responsible for providing all other E-911/911 services as required by the Rules, including, but not limited to agreements with, and network or other connection to, the local PSAPs. Customer will maintaining the necessary databases and update and transfer the ALI to the appropriate PSAPs. 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.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.6. LIMITATION OF COMPANY'S LIABILITY, Continued**

- B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been 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 arises out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- 2.6.9. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- 2.6.10. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.6.11. 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.
- 2.6.12. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.6. LIMITATION OF COMPANY'S LIABILITY, Continued**

2.6.13. 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.

2.6.14. IN NO EVENT WILL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE PRODUCT OR EQUIPMENT EVEN IF THE COMPANY OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall the Company's or its suppliers' liability to the Customer, whether in contract, tort (including negligence), or otherwise, exceed the price of the equipment paid by the Customer. The foregoing limitations shall apply even if the standard of the Company's warranty or its suppliers fails of its essential purpose.

2.6.15. Company shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished to Directory Assistance; and the customer shall indemnify and save Company harmless against all claims and reasonable attorney's fees) that may arise from the use of such information.

2.6.16. With respect to Directory Listing Service:

- A. In the absence of gross negligence or willful misconduct, Company has no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
- B. Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's Service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to Service affected during the period covered by the directory in which the error or omission occurs.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.6. LIMITATION OF COMPANY'S LIABILITY, Continued**

- C. As part of providing any private listing or semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- D. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service. By subscribing to Service under this Tariff, the Customer agrees to the release of such information under the above provision.

**2.6.17. With respect to Caller ID Blocking:**

The Company shall have no liability for monetary damages (including without limitation claims for direct, indirect, special, incidental or consequential damages, whether or not the Company has been advised of the possibility of such damages), arising from any failures, errors, malfunctions or omission of Caller ID Blocking, whether or not arising from or relating to any ordinary negligence by the Company.

**2.7. LIABILITY OF THE CUSTOMER**

**2.7.1. General Liabilities of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.7. LIABILITY OF THE CUSTOMER, Continued**

- B. To the extent caused by any negligent or intentional act of the Customer as described in (A) preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- D. The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.
- E. The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- F. Customer will indemnify and harmless Allstream, officers, directors, affiliated companies, employees, agents and subcontractor from all liabilities, claims, or damages arising out of personal injury or death or property related to Customer's failure to meet 911/E911 requirements.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.7. LIABILITY OF THE CUSTOMER, Continued**

**2.7.2. Liability of the Customer for Unauthorized Use of the Network**

**A. Unauthorized Use of the Network**

1. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this tariff, or uses specific services that are not authorized.
2. The following activities constitute fraudulent use:
  - (a) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  - (b) Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  - (c) Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
  - (d) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.7. LIABILITY OF THE CUSTOMER, Continued****2.7.2. Liability of the Customer for Unauthorized Use of the Network, Continued****A. Unauthorized Use of the Network, Continued**

3. Customers are advised that use of telecommunications equipment and Services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll, PBX, and Centrex "clip-on" fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff. Furthermore, Customers must notify the Company in writing of unauthorized use or charges appearing on the Customer's bill. All charges shall be deemed correct and authorized if such notice is not received by the Company within thirty (30) days from the date of issuance of the Customer's bill.

**B. Liability for Unauthorized Use**

1. Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for Services provided under this Tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
2. The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.7. LIABILITY OF THE CUSTOMER, Continued**

3. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the Customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone number, and assist the Customer in identifying perpetrator(s) of the fraud for purposes of pursuing civil remedies.
4. The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

**C. Liability for Calling Card Fraud**

1. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Calling Card, provided that the unauthorized use occurs before the Company has been notified.
2. The Customer must give the Company notice that unauthorized use of a Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Calling Card has occurred or may occur as a result of loss, theft or other reasons.
3. The limitations on Customer liability in this subsection shall not apply to pre-paid or debit cards.

**D. Liability for Credit Card Fraud**

The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the Network by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.8. PROVISION OF EQUIPMENT AND FACILITIES**

- 2.8.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this Tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this Tariff. Beyond this responsibility, the Company will not be responsible for:
- A. the transmission of signals to Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - B. the reception of signals by Customer-provided equipment; or
  - C. network control signaling when performed by Customer-provided network control signaling equipment.
- 2.8.2. Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by Company, except upon the written consent of Company.
- 2.8.3. Company shall not be responsible to the Customer or any other person or entity if changes in the criteria, or in any of Company's facilities, operations or procedures render Customer provided facilities obsolete or cause Customer provided facilities to require modification or alteration, or otherwise affect the use or performance of Customer provided facilities. Where it is reasonably foreseeable to Company that such changes may affect Customer-provided facilities, Company shall provide reasonable notice.
- 2.8.4. Unless otherwise specified in this Tariff, the Company will provide facilities for Services to the Demarcation Point on the property where the Customer is served. Customer or property owner is responsible for the installation and maintenance of all facilities on the Customer side of the Demarcation Point.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.8. PROVISION OF EQUIPMENT AND FACILITIES, Continued**

- 2.8.5. 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 Tariff. Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer except as provided by contract.
- 2.8.6. Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer.
- 2.8.7. At the request of the Customer, installation or maintenance may be performed outside of 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 by the Company will apply. If installation or maintenance 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.
- 2.8.8. Facilities furnished by Company remain the property of Company until transferred or abandoned.

**2.9. CUSTOMER RESPONSIBILITIES**

- 2.9.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.9.2. The Customer is responsible for compliance with applicable regulations set forth in this tariff.
- 2.9.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.
- 2.9.4. Customer shall provide and maintain at its own expense terminal equipment on the Customer's premise and the electric power consumed by such equipment. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.9. CUSTOMER RESPONSIBILITIES, Continued**

- 2.9.5. The 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 voltage and currents impressed on Company-provided equipment and wiring by the connection, operations, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.
- 2.9.6. In the event Company incurs fees or expenses, including attorney's fees, to collect; or attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's service, the Company shall charge customer all such fees and expenses, including Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements.
- 2.9.7. In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, Customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which Customer may claim to be entitled, the duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either Customer or Company in connection with such charges incurred under this Tariff.
- 2.9.8. The Customer is responsible for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User, with these regulations; or by fire or theft or other casualty on the Customer Premises or the premises of any User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.9.9. The Customer is responsible for providing, at no charge, as specified from time to time by the Company, any needed 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;

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.9. CUSTOMER RESPONSIBILITIES, Continued**

- 2.9.10. The Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Services to the Customer from the cable building entrance or property line to the location of the building equipment space. Any and all costs associated with the obtaining and maintaining 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.
- 2.9.11. The Customer is responsible for 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 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;
- 2.9.12. The Customer is responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the locations of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under other provisions of this Tariff; 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 facilities or equipment of the Company;
- 2.9.13. The Customer is responsible for not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities;
- 2.9.14. The Customer is responsible for 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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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.9. CUSTOMER RESPONSIBILITIES, Continued**

- 2.9.15. The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company, at times mutually acceptable to Company and Customer, to enter the premises of the Customer or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities, without charge to the Company;
- 2.9.16. The Customer is responsible for notifying Company of any interruptions of service.
- 2.9.17. The Customer is responsible for placing any necessary orders; for complying with Tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with Tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.9.18. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.9.19. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written, terminate the Customer's Service.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.9. CUSTOMER RESPONSIBILITIES, Continued**

2.9.20. The Customer is responsible for returning any Company-owned equipment to the Company, in good working condition, within five (5) days after Service is discontinued.

2.9.21. The Customer is responsible for paying for the loss through theft of any Company equipment installed at Customer's premises.

**2.10. ESTABLISHMENT OF CREDIT**

2.10.1. Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished.

2.10.2. Company may require any applicant or Customer to establish and maintain credit in one of the following ways:

- A. Demonstrating credit satisfactory to Company by providing information pertinent to the applicant's or Customer's credit standing;
- B. Providing a suitable guarantee in writing, in a form presubscribed by Company; or
- C. Paying a cash deposit pursuant to Section 2.5.

Company may determine, in its sole discretion, whether or not a particular reference or guarantee in writing would be acceptable as a substitute for demonstrating satisfactory credit.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.1.0 ESTABLISHMENT OF CREDIT, Continued**

2.10.3. Company will extend credit to an applicant for new Service without a deposit if the applicant has verifiable previous or existing telephone service with any telephone company in the United States for at least twelve (12) months, and the payment record is made available and the account history is satisfactory. The payment record of an account will be deemed satisfactory if the previous or existing service was not discontinued for nonpayment within the past twelve (12) months.

2.10.4. To safeguard its interests, Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's recurring charges for the 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 recurring charges for a period to be set between Company and the Customer (if any). The advance payment will be credited to the Customer's initial bill. An advance payment will be required in addition to a deposit.

**2.11. DEPOSITS**

2.11.1. Company reserves the right to require all Customers to establish credit worthiness to the Company's reasonable satisfaction. Upon application for service, Customer shall be deemed to have authorized Company to obtain utility service credit information and verification in conformity with applicable Rhode Island rules.

2.11.2. Deposit

A. Company reserves the right to require Customer to make a deposit to guarantee payment of charges. Deposits will not exceed an estimated two (2) months of Company's charges and will be collected and maintained according to Commission rules and regulations.

B. Deposits may be applied against any bills owed by Customer to Company for service rendered hereunder to the extent that such bill(s) are unpaid more than thirty (30) days after the bill date.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.11. DEPOSITS, Continued**

- C. Interest shall be paid on deposits in excess of \$20 at the rate set annually and equal to the weekly average yield of one-year United States Treasury securities adjusted for constant maturity for the last full week in November, rounded to the nearest tenth of one percent. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection and shall be paid at least annually.
- D. Upon service discontinuance, Company will refund Customer deposit to the extent that it exceeds any unpaid charges for service to Customer.
- E. The unused portion of a deposit and accrued interest will be refunded if Customer has demonstrated its credit worthiness for a period of twelve (12) months after tender of such deposit.
- F. Refunding or crediting of Customer's deposit and accrued interest in no way relieves Customer from complying with all terms and conditions contained in Company's Tariff or for tendering payments when due.

**2.12. INITIAL SERVICE PERIOD**

- 2.12.1. The Initial Service Period is defined by the terms of the service contract or other agreement to provide services. In the absence of a contract/agreement or definition of the Initial Service Period, the Initial Service Period is one month (30 days). The Customer must pay the regular tariffed rate for the service they subscribe to for the initial period of service. If a Customer disconnects service before the end of the initial service period, that Customer may be responsible for paying the regular rates for the remainder of the initial service period, in addition to other early termination fees. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the initial period of service obligation.
- 2.12.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.12. INITIAL SERVICE PERIOD, Continued**

2.12.3. If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

**2.13. PAYMENTS AND BILLING**

**2.13.1. General Payment Regulations**

- A. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until cancelled by the Customer pursuant to Section 2.16.
- B. The Customer is responsible for the payment of all charges for services furnished to the Customer once service is activated.
- C. Charges for long distance service are based on actual usage, and are billed monthly in arrears. Billing for local services will be rendered monthly in advance.
- D. Customer will be billed and is responsible for payment of applicable local, state and federal taxes assessed in connection with the services used.
- E. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the Cutover Date, and shall pay Company for any such charges which may be assessed against Company under the terms of any supersedure agreement.
- F. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice.
- G. In the event that Company must employ the services of attorneys for collection of charges due under this Tariff, Company shall be permitted to recover the costs of collection, including reasonable attorneys' fees.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.13. PAYMENTS AND BILLING, Continued**

2.13.2. Late Payment Fee

- A. Customer will be liable for late fees on payments received after due date in the lesser of eighteen (18) percent per year computed on a daily basis or the statutory maximum, whichever is lower.
- B. The late payment charge will be applied to all undisputed amounts previously billed under this tariff, except taxes Company is required by law to levy on a Customer, including arrears and unpaid late payment charges.
- C. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- D. Late payment charges do not apply to final accounts.

2.13.3. Checks

When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a returned check charge of \$25.00.

2.13.4. Overpayments

- A. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The Customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the Customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the Customer deposit interest rate or the Company's applicable late payment charge.
- B. Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the Customer's overpayment was originally recorded to the Customer's account by the Company.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.13. PAYMENTS AND BILLING, Continued**

- C. If objection is not received by the Company within three (3) months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted Customer deposit rate or the applicable late payment rate, if any, for the service classification under which the Customer was billed. Interest will be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on Customer overpayments that are refunded within thirty (30) days after the overpayment is received by the Company.
- D. Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within two (2) months after the bill is rendered.

**2.13.5. Back Billing**

- A. Any person or entity which uses, appropriates or secures the use of services from Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Company and which uses are inconsistent with the stated uses, intents, and purposes of this Tariff or any restriction, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Company's services actually made by Customer.
- B. The Company reserves the right to back bill the Customer for charges not previously billed to the Company because of Company error. The Company may back bill for charges incurred over two (2) years, unless state law or Commission rules and regulations provide otherwise.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.13. PAYMENTS AND BILLING, Continued**

**2.13.6. Customer Complaints and Billing Disputes**

**A. Customer Complaints**

1. A Customer or prospective customer may initiate a complaint with the Company on any relevant matter by telephone at 1-866-468-3472, in person, or in writing directed to the Allstream Legal Department at 2800 Campus Drive, Suite 140, Plymouth, MN 55441.

**B. Billing Disputes**

1. In the event that the Customer disputes any charges billed by the Company prior to disconnection, the Company shall withhold disconnection and promptly investigate the dispute. Customer should submit to Company an itemized statement in writing identifying the disputed charges and reasonably explaining the basis of the dispute, but is not required to so submit an itemized list.
2. Company shall promptly investigate the dispute and advise the Customer of the investigation and its results in the form of findings of fact. In conducting its investigation, the Company will consider all relevant and credible information provided by Customer as well as by other information reasonable available to Company. The burden proof to establish any right to billing adjustments in Customer's favor shall be solely upon the Customer.
3. Upon completion of its investigation and advising the Customer of its findings of fact, the Company may proceed with disconnection of service. Upon being advised of the Company's investigation and findings of fact, the Customer shall remit payment in full for any outstanding bill that was subject to dispute, even if the Customer is not satisfied with the results of the Company's investigation.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.13. PAYMENTS AND BILLING, Continued**

4. If the Customer is not satisfied with the results of the Company's investigation, the address and telephone number of the Commission are:

Rhode Island Public Utilities Commission  
89 Jefferson Boulevard Warwick, RI 02888  
Telephone: (401) 941-4500  
<http://www.ripuc.ri.gov/>

**2.14. ALLOWANCES FOR INTERRUPTION OF SERVICE**

- 2.14.1. When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption, whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's Tariff.
- 2.14.2. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.14.3. An interruption period begins when the Customer reports a service facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.14.4. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.14. ALLOWANCES FOR INTERRUPTION OF SERVICE, Continued**

- 2.14.5. No credit allowances will be made for any interruption in service due to the negligence of or willful act of the Customer.
- 2.14.6. A credit allowance for disruption of service will only be given if the disruption in service exceeds twenty-four (24) hours.
- 2.14.7. The credit allowance will be based upon the ratio of the duration of the service interruption (measured from the time the interruption is reported to or detected by Company, whichever occurs first) to the total time in a 30 day month. That ratio, multiplied by the monthly rate for the service affected shall determine the amount of the credit allowance.
- 2.14.8. Credits for interruptions of service shall in no event exceed an amount equivalent to the recurring monthly charges for the month of service during which the event that gave rise to the claim for a credit occurred. A credit allowance as provided in Section 2.14.6. is applied against the rates specified for the service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 2.14.9. No other liability shall attach to Company with respect to interruptions in service.

**2.15. RESTORATION OF SERVICE**

- 2.15.1. The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
- 2.15.2. If service is restored after having been disconnected in accordance with this Tariff and a service order to terminate such service has not been completed when such service is restored, the Customer will be required to pay; (1) all accrued and unpaid charges; (2) a deposit per Section 2.5.; and (3) service charges pursuant to this Tariff. Monthly service rates will not apply for the period between the disconnection and reconnection.
- 2.15.3. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.15. RESTORATION OF SERVICE, Continued**

2.15.4. The Company shall not charge a reconnection fee if the disconnection was caused by an event described in Section 2.2.2 of this Tariff.

**2.16. CANCELLATION BY CUSTOMER**

2.16.1. Customer may cancel local service by providing written notice to Company thirty (30) days prior to cancellation, unless the terms of any separate Agreement with Company state otherwise. Customer may cancel interexchange service by subscribing to another presubscribed interexchange carrier.

2.16.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.

2.16.3. If Customer terminates a Services Agreement or all or any part of the Services thereunder prior to the end of the Services Term, Allstream may charge Customer an early termination fee equal to and including any or all of the following: 100% of the total MRC for the remainder of the Services Term plus any unpaid activation, installation and/or special construction charges and all other fees or costs less amounts already paid whether previously waived or not.

2.16.4. Customer will not be liable for the early termination fees set forth above if Allstream breaches the Services Agreement or if Customer acknowledges Services of equal or greater MRC than the Services. Customer acknowledges that Allstream's damages for early termination would be difficult to determine and the termination charge(s) constitutes liquidated damages and is not intended as a penalty. All such amounts will become immediately due and payable by Customer to Allstream.

**2.17. CANCELLATION BY COMPANY**

2.17.1. Company reserves the right to immediately discontinue furnishing the service to customers without incurring liability, in accordance with applicable Rhode Island rules, which reasons may include:

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.17. CANCELLATION BY COMPANY, Continued**

- A. In the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the Company's equipment, to the public or to employees of the Company; or
- B. In the event of tampering with the Company's equipment; or
- C. In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

2.17.2. Company may discontinue service on five (5) days notice, excluding Saturdays, Sundays and holidays, according to the following conditions, if in accordance with applicable Rhode Island rules. Such reasons may include:

- A. For failure of the Customer to pay a bill for the Company's Service, including FCC approved user charges, when due;
- B. For failure of the Customer to meet the Company's deposit and credit requirements;
- C. For failure of the Customer to make proper application for service;
- D. For Customer's violation of any of the Company's rules on file with the Commission;
- E. For failure of the Customer to provide the Company reasonable access to its equipment and property;
- F. For Customer's breach of the contract for Service between the Company and the Customer;
- G. For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service; or
- H. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction; or

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.17. CANCELLATION BY COMPANY, Continued**

- 2.17.3. The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. Customer's deposit and accrued interest shall be applied to all cancellation charges applicable to the Service offering received by Customer. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.17.4. Whenever Service is discontinued for fraudulent use of Service, Company will, before restoring Service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues and any expenses resulting from such fraudulent use.
- 2.17.5. If a Customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

**2.18. INTERCONNECTION**

- 2.18.1. The Customer must secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with Company. In addition, the Customer must ensure that its equipment and/or system or that of its Authorized User or agent(s) is properly interfaced with Company's Service and the signals emitted into Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its Authorized User or agent(s) fails to properly maintain and operate its equipment and/or system, Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.18.2. Service furnished by Company may be interconnected with services or facilities of other authorized carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers must be provided at the Customer's expense.
- 2.18.3. Interconnection of the Customer's facilities with the facilities or services of other carriers is governed by the applicable terms and conditions of the other carriers' tariffs.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.18. INTERCONNECTION, Continued**

2.18.4. Company reserves the right to interconnect its services with those of any other Common Carrier or alternate service provider and to utilize such services concurrently with its own facilities for the provision of Service(s) offered in this Tariff.

**2.19. PROVISION AND OWNERSHIP OF TELEPHONE NUMBERS**

Except as provided by state law or Commission regulations, the Customer has no property right in any telephone number or any right to continuance of Service through any particular serving office. Company may change a telephone number or a serving office designation, or both, of a Customer if required for engineering or technical reasons or whenever Company deems it desirable in the conduct of its business to do so.

**2.20. TAXES AND SURCHARGES**

Customer must pay, without limitation, all sales, use, gross receipts, excise, access, bypass, and other local, state and federal taxes, charges, fees, and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on Company's net income). Such taxes and surcharges may be separately stated on the applicable invoice.

**2.21. TELECOMMUNICATIONS RELAY SERVICE**

2.21.1. This tariff provides for a Telecommunications Relay Service (TRS) surcharge to establish and administer a program that enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and vice versa. The surcharge rate is the effective rate ordered by the Commission. The company is responsible for billing, collecting and remitting the surcharge to the appropriate government agency.

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**SECTION 3 – LOCAL EXCHANGE SERVICE**

**3.1. DESCRIPTION OF SERVICE**

- 3.1.1. Local Exchange Service may be offered to Customers in locations that Company determines are feasible, and for which it receives the necessary approvals from the Commission or other state regulatory bodies. Company may offer such services via one or more of the following: resale, leased or owned facilities. In addition to dial tone, Company will provide the features described below.
- 3.1.2. Local Exchange Service is telephone service that allows Customers to originate calls from the Customer location to locations within the Customer's local calling area. In addition the Customer may originate long distance calls which are routed to appropriate long distance carrier. The Customer may also receive calls that originate either within local service area or from other locations worldwide.

**3.2. APPLICATION OF RATES**

- 3.2.1. The rates for Local Exchange Service are subject to the conditions set forth herein and the Rules and Regulations governing provision of service in Section 2 of this Tariff.
- 3.2.2. The Local Exchange Service Rates are for service only and do not include any terminal equipment beyond the point of demarcation.
- 3.2.3. The rates applicable to Local Exchange Service are composed of an Access Line rate component plus (where applicable) an Extended Area Service (EAS) component.
- 3.2.4. The Company's Local Exchange Service rates include Extended Area Service (EAS) where applicable or unless noted otherwise. The EAS calling area and rates will be the same as the incumbent LEC in the given serving area.

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**SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**

**3.2. APPLICATION OF RATES, Continued**

3.2.5. In addition to service offered with this Local Exchange Service Section, Company shall also offer individually priced services. Individually priced services shall be established in a non-discriminatory manner.

3.2.6. Company will resell local exchange services which will be priced according to the rates established for such services in the underlying provider's effective intrastate tariffs.

**3.3. PROMOTIONAL OFFERINGS**

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable regulations.

**3.4. LOCAL SERVICE TERM PLANS**

In addition to the rules and regulations set forth in Section 2, of this Tariff, the following provisions apply to this Service:

3.4.1. If the Customer terminates the request for services prior to the Installation Date, Company may charge the Customer an early termination fee equal to: all installation and/or special construction charges, whether previously waived or not, and all disconnection fees or costs; or

3.4.2. If the Customer terminates all Services after the Installation Date but at any time prior to the end of the Initial Services Term, Company may charge the Customer an early termination fee equal to: 100% of the total MRC for the remainder of the Initial Services Term plus any unpaid installation and/or special construction charges, whether previously waived or not, and all disconnection fees or costs (less amounts already paid); or

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**SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**

**3.4. LOCAL SERVICE TERM PLANS, Continued**

- 3.4.3. If the Customer terminates or cancels some, but not all of the Services prior to the end of the Initial Services Term, Company may charge the Customer an early termination fee equal to all disconnection fees and costs incurred by Company, all installation and/or special construction charges related to the specific Services, whether previously waived or not.
- 3.4.4. Terms will automatically renew for a one-year renewal term unless the Customer notifies Company in writing to cancel the renewal within sixty (60) days of expiration of the current term.

**3.5. BASIC BUSINESS LOCAL EXCHANGE SERVICE**

3.5.1. Description

- A. Basic Business Local Exchange service provides the Customer with voice-grade telecommunications service that can be used to place and receive calls. The Customer may place calls to any local calling station in the local calling area. The Customer may also place calls to toll-free numbers where equipment allows. Subject to availability. All services are subject to availability.
- B. ISDN PRI services are trunk side circuits designed to transmit digital voice signals between a customer's private branch exchange (PBX) and the Company's central office switching center. ISDN PRI delivers voice conversations over 23 bearer (23 B) channels supported by one signaling channel (1 D). All services are subject to availability.

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**SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**

**3.5. BASIC BUSINESS LOCAL EXCHANGE SERVICE, Continued**

3.5.2. Rates and Charges

<b>Service</b>	Month-to- Month Charge	1-Year Term Monthly Recurring Charge	2-Year Term Monthly Recurring Charge	3-Year Term Monthly Recurring Charge	Non- Recurring Charge
Basic Business Line	\$160.00	\$155.00	\$150.00	\$145.00	\$150.00
ISDN PRI					
	Month-to-month		\$2550.00		\$1500.00
	1 Year Term		\$2400.00		\$1500.00
	2 Year Term		\$2175.00		\$1500.00
	3 Year Term		\$1950.00		\$1500.00
DID Numbers (per number)			\$0.75		\$1.00
Caller ID Name & Number – per T1 PRI circuit			\$200.00		\$100.00

3.5.3 Call Tracing (optional feature)

A. Call Tracing is an optional feature that allows for the identification and recording of the telephone numbers of some or all of the incoming calls to the telephone line of a Customer.

B. Rate

Call Tracing, Per Use \$3.00

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**SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**

**3.6 DIRECTORY LISTINGS**

**3.6.1 Regulations**

In addition to the rules and regulations set forth in Section 2 of this Tariff, the following provisions apply to the use of this service:

- A. A primary listing, which may include the name, address and telephone number of the individual, organization, firm or, corporation for whom the service has been contracted, will be furnished at no charge.
1. Listings will be limited to such information as is necessary for proper identification.
  2. The length of a listing may be limited by the use of abbreviations where the clarity of the listing and the identification of the Customer will not be impaired.
  3. Company may refuse to insert any listing, which in its judgment does not facilitate the use of the directory.

**3.6.2 Descriptions**

**Directory Listing White Page:** Provides the name, number, and address of the Customer or the name under which business is conducted to the local White Pages and Directory Assistance.

**Directory Listing Additional White Page:** This optional service allows the customer to buy additional White Page listings so that callers can more easily find and reach the Customer.

**Foreign Directory Listing:** This optional service allows the Customer to request a listing in a directory outside of their local service area (i.e. a Minneapolis based business listing their telephone number in the St. Paul directory). This charge is also assessed for any toll free numbers listed in the White Page listings.

**Non-Listed Number:** This optional privacy service allows the Customer to not have their telephone numbers listed in White Pages. The number will be available for directory assistance requests.

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**SECTION 3 – LOCAL EXCHANGE SERVICE, Continued****3.6 DIRECTORY LISTINGS, Continued**

**Non-Published Number:** This optional privacy service allows the Customer to have his/her number not included in the White Pages directory and to be withheld from Directory Assistance requests.

**3.6.3. Rates**

<b>Listing Type*</b>	<b>Monthly Recurring Charge</b>	<b>Non-Recurring Installation Charge</b>
First White Page Listing	\$0.00	\$0.00
Additional White Page Listing	\$13.00	\$50.00
Foreign Listing	\$13.00	\$50.00
Non-Published Number Listing	\$13.00	\$50.00
Non-Listed Listing	\$13.00	\$50.00

\*All rates quoted are per single listing. URL and Email listings are not available.

**3.7. MISCELLANEOUS RECURRING & NON RECURRING CHARGES****3.7.1. Non-Recurring Service Charges - Descriptions****A. Service Order Charge**

A non-recurring service order charge applies each time a change or rearrangement is made to a service, feature, or listing, or when the Customer requests that the account be transferred to a new person, firm, corporation, or other entity that will assume responsibility for the account. The Service Order Charge applies in addition to Install Charges.

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**SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**

**3.7 MISCELLANEOUS RECURRING & NON RECURRING CHARGES,**  
Continued

B. Move Charge

This non-recurring charge applies when the Customer requests that a Service be moved.

C. Delay Charge

See Customer Not Ready – Service Facility Reservation

D. Reconnection Fee

A Reconnection Fee will apply whenever a Customer requests to be reconnected to the Services after Company has temporarily or permanently suspended or discontinued Services to Customer for any reason allowed by this Tariff. This charge applies on a per line basis.

E. After Hours Conversion Charge

This charge will apply when the Customer requests that conversion/installation of service be scheduled during non-business hours. It is charged on an hourly basis, with an initial 2-hour minimum and quarter-hour increments thereafter.

F. Order (Internal) Expedite Charge

This charge applies when the Customer requests that Allstream process the Customer's order for service faster than the Company's standard processing interval. It is an administrative expedite only.

G. Expedite Charge

This charge applies when the Customer requests circuit delivery earlier than the standard intervals permit.

H. Cancellation Charge

This charge applies when the Customer cancels an order for Service after the Company begins processing the order and/or has delivered the circuit to the Customer, but before Service commences.

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**SECTION 3 – LOCAL EXCHANGE SERVICE, Continued****3.7. MISCELLANEOUS RECURRING & NON-RECURRING CHARGES,**  
Continued

## 3.7.2. Non-Recurring Service Charges - Rates

<u>Service</u>	<u>Non-Recurring Charge</u>
Service Order Charge – Basic Business Lines & Related Services	\$25.00
Service Order Charge – T1 Based, Digital Services	\$150.00
Move Charge – Basic Business Lines & Related Services	\$45.00
Move Charge – T1 (per circuit) (See Section 3.9.4.)	\$500.00
Reconnect Charge – DS0 (single voice-grade line)	\$45.00
Reconnect Charge – DS1 (T1 or greater circuit)	\$500.00
After Hours Conversion Charge – initial 2 hours	\$405.00
Each quarter-hour thereafter	\$50.75
Order (Internal) Expedite Charge	\$250.00
Expedite Charge	\$500.00
Cancellation Charge - after circuit is delivered to Customer premise	
Basic Business Lines & Related Services	\$45.00 or, one (1) month's recurring charge per line, whichever is greater
ISDN PRI	\$600.00 or, one (1) month's recurring charge per circuit, whichever is greater
Cancellation Charge – after commencement of order processing	
Basic Business Lines & Related Services	\$45.00
T1 or greater circuit	\$300.00

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**SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**

**3.7. MISCELLANEOUS RECURRING & NON-RECURRING CHARGES, Continued**

**3.7.3. Recurring Charges – Descriptions**

- A. The Customer is responsible for payment of any and all applicable taxes, fees and surcharges now or hereafter levied by the Federal, State, or Local government agencies including but not limited to those noted below:

Federal USF  
City/County Sales Tax  
Rhode Island State 911  
Rhode Island State Sales Tax

- B. Any questions relative to the taxes, fees and surcharges noted above should be directed to the appropriate government agency.
- C. Additional Charges. In addition to any other surcharges and taxes, Customers will be charged and required to pay this additional surcharge:

**Network Access Assessment (NAA)**

The NAA is an end-user subscriber charge, assessed as a percentage of local, intrastate, interstate, international, private-line services Interstate Access Charge (IAC) and Interconnection Fee ICF). The NAA recovers certain network costs prescribed by Federal Communications Commission regulations. The NAA is charged as a percentage of monthly recurring and usage charges, both intrastate and interstate.

Network Access Assessment: 12.45%

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**SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**

**3.7. MISCELLANEOUS RECURRING & NON-RECURRING CHARGES,  
Continued**

**3.7.4. Customer Not Ready – Service Facility Reservation Charge**

A. Whenever Company can accommodate Customer’s original scheduled installation of service date (“Date”) for service-ready T1 or greater circuit(s) and Customer determines, within 0-5 days of the Date to suspend scheduled installation or the Customer requests to suspend the scheduled installation more than 10 days beyond the Date, the Company will assess a non-recurring Due Date Change charge and a monthly recurring Service Facility Reservation charge effective on the Date.

If Customer notifies Company 6 or more days before the Date and if new due date is within 10 days of the Date, the Service Facility Reservation charge will not apply and only the Due Date Change charge will apply

**B. Rates**

- i. Due Date Change per Order \$150
- ii. Service Facility Reservation Charge  
Per circuit: the Monthly Recurring Rate for the finished circuit/service

**3.8. ABBREVIATED DIALING CODES (N-1-1)**

3.8.1. Abbreviated dialing codes enable callers to connect to a location in the phone network that otherwise would be accessible only via a seven or ten-digit telephone number. The network must be pre-programmed to translate the three-digit code into the appropriate seven or ten-digit telephone number and route the call accordingly. For N-1-1 codes, the first digit can be any digit other than 1 or 0 and the last two digits are both 1.

3.8.2. The following N-1-1 abbreviated dialing codes were assigned for specific uses by FCC Decision Nos. 97-51 and 00-256, issued in CC Docket 92-105:

- 2-1-1 - Community Information and Referral Services
- 3-1-1 - Non-Emergency Police and Governmental Services
- 5-1-1 - Traffic and Transportation Information
- 7-1-1 - Telecommunications Relay Service
- 8-1-1 - Advanced Notice of Excavation Activities
- 9-1-1 – Emergency Service

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**SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**

**3.8. ABBREVIATED DIALING CODES (N-1-1), Continued**

- 3.8.3. The offering of these abbreviated dialing codes can be delivered via regular exchange access lines (by individual business line, residential line, PBX trunks, etc.)
- 3.8.4. Access to abbreviated dialing codes is not available through 1+, 0+, 0- (credit card, third-party billing, collect calls) or 101XXXX dialing. In addition, operator assisted calls N-1-1 calls will not be completed.
- 3.8.5. The Company will provide the delivery of the calls. The entity that has been granted authorization to use the N-1-1 abbreviated dialing code will be responsible for providing any announcements and services to the callers
- 3.8.6. Subject to availability.
- 3.8.7. Universal Emergency Telephone Number Service (911, E911) – End Users
- A. This Tariff does not provide for inspection or constant monitoring of facilities for errors, defects or malfunctions, nor does Company undertake such responsibility.
  - B. 911 information consisting of the names, address and telephone numbers of all telephone Customers is confidential. Company will release such information via the Data Management System only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.
  - C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name and address associated with the originating station location are furnished to the Public Safety Answering Point.
  - D. Provision of E-911 Service – End User Customers

Unless otherwise agreed, Company will provide Customer the following 911/E-911 services in conjunction with each of the following Services:

**For Basic Business Service (Plain Old Telephone Service “POTS”) -** Company will provide Customer with the network connection for each POTS circuit and will provide the appropriate PSAP with the automatic location identification (ALI), including the emergency response location, for each of Customer’s POTS circuit(s) or POTS billing telephone number(s) (BTN).

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**SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**

**3.8. ABBREVIATED DIALING CODES (N-1-1), Continued**

**3.8.7. Universal Emergency Telephone Number Service (911, E911) – End Users, Continued**

**D. Provision of E-911 Service – End User Customers, Continued**

**For ISDN PRI service** Company will provide Customer with the network connection for the trunk group and will provide the appropriate PSAP with the automatic location identification (ALI), including the emergency response location, for each trunk group. Company may assign numerous telephone numbers to the Customer for specified services over trunk groups; however, Company will provide the same emergency response location for all BTNs of the circuit or trunk group regardless of the number of lines or unique telephone numbers on that trunk.

Other than as set forth for each of the Services above, Company will not provide additional network connections and is not responsible for and will not make any changes or submit updates to 911/E-911 databases for any services. Customer will be responsible for providing all necessary 911/E-911 services as required by applicable federal, state and local laws, regulations, rulings, orders, and other actions of governmental agencies (“Rules”), including, but not limited to agreements with, and network or other connection to, the local PSAPs, maintain the necessary databases and updating and transferring the ALI to the appropriate PSAPs.

Company does not provide PS/ALI Service<sup>1</sup> at this time.

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<sup>1</sup> PS/ALI Service (Private Switch/Automatic Location Information) is an enhanced service that allows multi-line telephone system owners to provide the specific address location of each extension or station to the PS/ALI database manager for E-911 service. Station- or location-specific automatic number identification (ANI) generated by a multi-line telephone system can then be passed directly to the E-911 system to identify the precise location of the caller and then passed to the appropriate PSAP for response. At the Customer's request, the PS/ALI administrator can update the appropriate E-911 database.

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**SECTION 3 – LOCAL EXCHANGE SERVICE, Continued****3.8. ABBREVIATED DIALING CODES (N-1-1), Continued****3.8.7. Universal Emergency Telephone Number Service (911, E911) – End Users, Continued**

- E. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing street, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.
- F. Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this Tariff, the Public Safety Agency must agree, except where the events, incidents, or eventualities set forth in this sentence as the result of Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss damage, or destruction of any property, whether owned by the Customer or others. Under the terms of this Tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless Company for any infringement of invasion of the right of privacy of any person or persons caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by Company in connection therewith, 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 911 Service hereunder, and which arise out of the negligence or other than gross negligence or willful misconduct, of Company, its employees or agents.
- G. The 911 Service is funded through a surcharge on residence and business access lines. The Company will collect and remit 911 surcharges in accordance with state, county and/or local directives.

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**SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**

**3.8. ABBREVIATED DIALING CODES (N-1-1), Continued**

**3.8.8. 711 Service**

711 service (“711”) is a three-digit local dialing arrangement for telephone transmission access to all Telecommunications Relay Service (TRS) entities as a toll free call. Pursuant to Order 00-257, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 711 code is assigned for nationwide access to TRS entities.

**SECTION 4 - LONG DISTANCE INTEREXCHANGE SERVICE**

**4.1. GENERAL**

4.1.1. Long distance interexchange service includes 1+, 800, Operator Services, Directory Assistance.

4.1.2. Use of the Company’s Long Distance Interexchange Service is subject to the rules and regulations set forth herein and in Section 2 of this Tariff.

**4.2. APPLICATION OF RATES**

**4.2.1. Individual Case Basis (ICB) Arrangements**

In addition to services offered with this Long Distance Interexchange Service section, Company shall also offer individually priced services. Individually priced services shall be established in a non-discriminatory manner.

**4.2.2. Charges for Service and Billing Increments**

Minutes of use (MOU) under each rate plan are calculated by adding the chargeable minutes for each separate message. Unless otherwise stated, MOU are billed in 6-second increments with a 30-second minimum per message.

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**SECTION 4 - LONG DISTANCE INTEREXCHANGE SERVICE, Continued**

**4.3. DESCRIPTION OF LONG DISTANCE INTEREXCHANGE SERVICE**

4.3.1. A. **Long Distance Interexchange Service** is telephone service that allows Customers to place calls from Customer location to locations outside the Customer's local calling area.

B. **Toll Free Inbound Service** is an inward calling service. It permits termination of calls from diverse geographic locations. With Company Toll Free Service, the Customer is billed for the call rather than the call originator. Calls are billed in six (6) second increments with an initial period, for billing purposes, of thirty (30) seconds. Toll Free calls originated at a payphone terminal will incur a per call surcharge. Monthly recurring service (administrative) charges apply for each Toll Free Number assignment.

**4.4. LONG DISTANCE INTEREXCHANGE SERVICE RATES AND CHARGES**

4.4.1. Switched "One Plus" Service Rates Per Minute – All Times

The standard rate plan is plan 1 for all offerings for month-to-month terms. The remaining plans are available to customers for term commitments as set forth below.

Rate Plan	Term	Intra/Interstate
1	Month to Month	\$0.110
2	1 Year	\$0.100
3	2 Years	\$0.090
4	3 Years	\$0.080

4.4.2. Company 8XX Switched "Toll Free" Service Rates

Rate Plan	Term	Intra/Interstate
1	Month to Month	\$0.110
2	1 Year	\$0.100
3	2 Years	\$0.090
4	3 Years	\$0.080

Toll free calls placed from a payphone will be assessed a charge of \$0.95 in addition to the per minute charge as identified above.

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**SECTION 4 - LONG DISTANCE INTEREXCHANGE SERVICE, Continued**

**4.4. LONG DISTANCE INTEREXCHANGE SERVICE RATES AND CHARGES, Continued**

**4.4.3 Toll Free Number (TFN) Service**

- A. Customers subscribed to local & long distance services –  
\$9.00 per month, per TFN
  
- B. Customer subscribed to long distance services only –  
\$9.00 per month, per TFN

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Exhibit 7 Operations in Other States

**FCC International Section 214 Authorizations**

<i>Authorized Entity</i>	<i>Authorization Type</i>	<i>Citation(s)</i>
Allstream Business US, LLC	Resold Public Switched Services and Global Resale Services	FCC File No. ITC-214-19970820-00500 (Public Notice Date May 4, 2000, DA No. 00-991, Report No. TEL-00225)
Electric Lightwave, LLC	Resold Public Switched Services and Global Resale Services	FCC File No. ITC-214-1994041500137 (Old ITC-94-277) & ITC-214-19980616-00425

PUC Licenses

<i>State</i>	<i>Certified Entity</i>	<i>Authorization Type</i>	<i>Citation(s)</i>
<b>Core States</b>			
Arizona	Electric Lightwave, LLC dba Allstream	Local and Interexchange	Decision No. 59982, Dkt. No. U-3054A-95-503 (Jan 16, 1997) as amended by Decision 68798, Dkt. No. T-03054A-06-0154 (Jun 27, 2006)
California	Electric Lightwave, LLC dba Allstream	Resold and Facilities-Based intraLATA and interLATA telecommunications services	Decision (D.) 94-03-073 (high-speed private lines services), D.95-09-115 (low-speed private line services and switched toll services), D.95-12-057 (facilities-based, local exchange authority), and D.96-02-072 (local exchange resale authority), D.02-11-002 (Convert to LLC)
Colorado	Electric Lightwave, LLC dba Allstream	Local and Interexchange	Decision No. C99-664, Dkt. No. 99A-197T (Jun 18, 1999)
	Electric Lightwave, LLC dba Allstream	Resold Interexchange	Registration updated Mar 25, 2006
Idaho	Electric Lightwave, LLC dba Allstream	Basic Local Exchange	First Amended Certificate No. 344, Case No. ELI-T-04-2 (Jun 29, 2004)
Minnesota	Electric Lightwave, LLC dba Allstream	Resold and Facilities-Based Local Exchange Private Line and Special Access Services, and Long Distance Services	Dkt. No. P-5643/NA-98-660 (Aug 12, 1998) as amended in Dkt. No. P-5643/M-98-1340 (Nov 23, 1998)
Montana	Electric Lightwave, LLC dba Allstream	Local and Interexchange	Online Registration

Exhibit 7 Operations in Other States

<i>State</i>	<i>Certified Entity</i>	<i>Authorization Type</i>	<i>Citation(s)</i>
Nevada	Electric Lightwave, LLC dba Allstream	Competitive Supplier of Telecommunications Services	CPC 2232 Sub 3 (Supersedes and replaces CPC 2232 Sub 2) Dkt. No. 08-02029 (April 3, 2008).
North Dakota	Electric Lightwave, LLC dba Allstream	Local, Access, Long Distance, Internet and Data Services	Online Registration
Oregon	Electric Lightwave, LLC	Local Exchange and Interexchange	Order No. 98-247, Dkt. No. CP 442 (June 22, 1998)
Utah	Electric Lightwave, LLC	Local Exchange and Interexchange Services	Dkt. No. 94-2202-01 (Aug. 16, 1995 as amended Aug. 16, 1996)
Washington	Electric Lightwave, LLC	Interexchange Private Line or Special Access, Intraexchange Dark Fiber Services, Intrastate Interexchange Switched Telecommunications Services	Dkt. No. UT-970032 (Feb. 12, 1997), as amended in Dkt. No. UT- 971 128 (Oct. 22, 1997) and Dkt. No. UT-970874 (May 2, 2002); see Dkt. No. UT-970874 (Aug. 12, 1998) (granting competitive classification)
<b>Non-Core States</b>			
Alabama	Electric Lightwave, LLC	Interexchange	Dkt. No. 26011 (Aug 25, 1997) as amended (Jun 30, 2004)
Alaska			No authority
Arkansas	Electric Lightwave, LLC	Resold Interexchange	Order No. 2, Dkt. No. 97- 2764 (Nov 3, 1997)
Connecticut			No authority
Delaware	Electric Lightwave, LLC	Intrastate telecommunications services (Interexchange)	PSC Dkt. No. 98-174 (Jun 23, 1998) as amended PSC Dkt. No. 04-0338 on (Apr 15, 2004)
Florida	Electric Lightwave, LLC	Interexchange (now deregulated)	Company Code TJ920, Dkt. No. 040323-TT (May 12, 2004)
Georgia	Electric Lightwave, LLC	Resold Interexchange	Certificate R-0555, Dkt. No. 95594 (Sep 7, 1999 as amended effective May 21, 2004)
Hawaii	Electric Lightwave, LLC	Resold Interexchange	Decision and Order No. 16592, Docket No. 98- 0210 (Oct 6, 1998) as amended by Decision and Order No. 21 646, Dkt.No. 04-0338 (Feb 1, 2005)
Illinois	Electric Lightwave, LLC	Facilities-Based Local Exchange and Resold and	Dkt. No. 05-0190 (Jun 2, 2005)

Exhibit 7 Operations in Other States

<i>State</i>	<i>Certified Entity</i>	<i>Authorization Type</i>	<i>Citation(s)</i>
		Facilities-Based Interexchange	
Indiana	Electric Lightwave, LLC	Resold Interexchange	Cause No. 40892 (Aug 19, 1997) - CTA
Iowa	Electric Lightwave, LLC	Interexchange	REG-3070
Kansas	Electric Lightwave, LLC	Interexchange	Dkt. No. 97-ELWC-733-COC (Oct 16, 1997), as amended in Dkt. No. 05-Kansas ELC-828-CCN (Apr 25, 2005)
Kentucky	Electric Lightwave, LLC	Interexchange	Utility ID 5133100, Registration and Tariffs accepted on Aug 28, 1997
Louisiana	Electric Lightwave, LLC	Resold Interexchange	Certificate No. TSP0089-A (Sep 20, 2004)
Maine	Electric Lightwave, LLC	Switchless Resold Interexchange (now deregulated)	Dkt. No. 98-531 (Aug 24, 1998)
Maryland	Electric Lightwave, LLC	Resold Interexchange (now deregulated)	Mail Log No. 63718 (Oct 8, 1998) & Mail Log No. 94635 (Oct 13, 2004)
Massachusetts	Electric Lightwave, LLC	Telecommunications Services	Statement of Business Operations and Tariff filed allowed to go into effect on Aug 27, 1996
Michigan	Electric Lightwave, LLC	Resold Interexchange	Online ITSP Registration
Mississippi	Electric Lightwave, LLC	Resold Interexchange	DM. No. 1997-UA-361 (Oct 16, 1997) as amended in Dkt. 2006-AD-139 (Mar 17, 2006)
Missouri	Electric Lightwave, LLC	Interexchange	Case No. TA-97-246 (Jan 29, 1997), as amended in Docket No. XN-2007-0001 (Aug. 18, 2006)
Nebraska	Electric Lightwave, LLC	Registered as a Communications Provider (i.e., VoIP) and Information Provider	Not applicable (Registration)
New Hampshire	Electric Lightwave, LLC	Interexchange	LXC Certificate No. 24097 (Oct 17, 1997)
New Jersey	Electric Lightwave, LLC	Resold Long Distance	Authorized Resale Carrier Letter of Acknowledgement (Sep 20, 1996)
New Mexico	Electric Lightwave, LLC	Resold Long Distance	Certificate of Registration No. 0125, Dkt. No. 97-601-TC (Dec 21, 1998)
New York	Electric Lightwave, LLC dba Integra Telecom	Resold Telephone Service	Case No. 96-C-1070 (Feb 24, 1997 & Apr 6, 2000)
	Eschelon Telecom, Inc. dba Integra Telecom	Interexchange	Case No. 03-C-0937 (Jul 23, 2003)

Exhibit 7 Operations in Other States

<i>State</i>	<i>Certified Entity</i>	<i>Authorization Type</i>	<i>Citation(s)</i>
North Carolina	Electric Lightwave, LLC	Resold Interexchange (now deregulated)	Dkt. No. P-675 (Aug 5, 1998)
Ohio			No authority
Oklahoma	Electric Lightwave, LLC	Resold Interexchange	Order No. 422068, Cause No. PUD-9700003 14 (Apr 8, 1998)
Pennsylvania	Electric Lightwave, LLC	Resold Interexchange	Dkt. No. A-310449 (Mar 19, 1996)
Rhode Island			No authority
South Carolina	Electric Lightwave, LLC	Resold Interexchange	Order No. 97-142, Dkt. No. 96-300-C (Feb 21, 1997) as amended by Order No. 2004-406, Dkt. No. 96-300-C (Aug 30, 2004)
South Dakota			No authority
Tennessee	Electric Lightwave, LLC	Operator Services and/or Resold Telecommunications Services	Dkt. No. 98-00578 (Aug 10, 1999) as amended in Dkt. No. 05-00010 (May 23, 2005)
Texas	Electric Lightwave, LLC	Local Exchange and Interexchange	SPCOA No. 60273 & IXC Registration No. M010472
Vermont	Electric Lightwave, LLC	Local Exchange and Interexchange	CPG No. 798-R (May 13, 2005)
Virginia	Electric Lightwave, LLC	Resold Interexchange	Resold interexchange carriers do not require certification
West Virginia			No authority
Wisconsin	Electric Lightwave, LLC	Telecommunications Reseller	Docket 7219-TI-101 (Aug. 11, 2010)
Wyoming	Electric Lightwave, LLC	Interexchange	Dkt. No. 74236-TX-96-1 (Dec 13, 1996)

Exhibit 8 Financial Statements & Tax Returns

Consolidated Allstream - US Dollar

Balance Sheet Trend

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Zayo US Company with Allstream PGs

	YTD CY 2018	YTD CY 2019	YTD CY 2020
<b>Assets</b>			
Cash and Equivalents	15,596,445	21,303,762	12,770,051
Accounts Receivable	20,053,731	13,793,710	13,693,605
Prepaid Expenses	5,821,409	5,764,074	4,784,506
Due From Affiliates	105,025,948	107,263,283	2,768,725
Work in Process	2,626,325	1,867,568	1,536,001
Other Current Assets	1,144,898	4,258,251	313,508
Total Other Current Assets	108,797,172	113,389,102	4,618,234
<b>Current Assets</b>	<b>150,268,756</b>	<b>154,250,648</b>	<b>35,866,396</b>
Gross Fixed Assets	260,307,350	262,694,632	265,679,368
Construction In Process	628,280	437,650	747,393
Accumulated Depreciation	(122,479,028)	(160,926,475)	(190,144,553)
Net Fixed Assets	138,456,604	102,205,807	76,282,207
Gross Intangibles	10,200,000	10,200,000	25,000,000
Accumulated Amortization	(511,167)	(1,451,016)	(1,912,698)
Net Intangibles	9,688,833	8,748,984	23,087,302
Right of Use Asset		9,495,711	9,331,080
Goodwill	39,123,863	39,123,863	10,015,212
Deferred Tax Asset			
Other Assets	5,602,415	6,170,042	3,125,881
Total Other Assets	5,602,415	6,170,042	3,125,881
<b>Noncurrent Assets</b>	<b>192,871,714</b>	<b>165,744,407</b>	<b>121,841,682</b>
<b>Total Assets</b>	<b>343,140,470</b>	<b>319,995,056</b>	<b>167,708,078</b>
<b>Liabilities</b>			
Accounts Payable	6,639,309	3,573,285	2,070,275
Accrued Expenses	18,415,904	16,159,626	20,449,620
Accrued Interest	3,652,810	0	
Lease Liability - Current		3,347,140	2,849,629
Deferred Revenue - Current	7,332,274	6,007,897	5,017,448
Debt - Current	251,600	0	
Current Liabilities	36,291,897	29,087,948	30,386,971
Senior Debt	289,485,336	0	128,700,000
Total Debt	289,485,337	0	128,700,000
Lease Liability - Long Term		7,256,157	7,286,680
Deferred Revenue - Long Term	1,956,440	1,186,118	746,236
Deferred Tax Liability	19,884,731	9,940,790	14,997,349
Other Liabilities - Long Term	276,031		592,340
Long Term Liabilities	311,602,539	18,383,065	162,322,605
<b>Total Liabilities</b>	<b>347,894,436</b>	<b>47,471,013</b>	<b>182,709,676</b>
<b>Equity</b>			
Equity Contributions	(48,759,207)	243,864,756	(23,901,036)
Cumulative Stock Based Comp & Other	9,736,319	9,736,319	
Dividends	(5,687,049)	5,427,522	
Net Paid in Capital	(44,709,938)	259,028,697	(23,901,036)
Accumulated Other Comprehensive Adjustment	13,676,435	9,398,599	2,307,091
Retained Earnings	39,475,881	15,244,831	
YTD Net Income	(13,196,344)	(11,147,983)	(3,407,553)
<b>Total Equity</b>	<b>(4,753,965)</b>	<b>272,524,043</b>	<b>(25,001,498)</b>
<b>Total Liabilities &amp; Equity</b>	<b>343,140,470</b>	<b>319,995,056</b>	<b>167,708,078</b>

Exhibit 8 Financial Statements & Tax Returns

Consolidated Allstream - US Dollar

Income Statement Trend

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Zayo US Company with Allstream PGs

	YTD 2018	YTD 2019	YTD 2020
<b>Revenue</b>			
Recurring Revenue	257,450,456	200,568,835	175,237,826
Credits/Adjustments - Revenue	(13,850,339)	(2,159,747)	(1,270,420)
Usage Revenue	14,458,701	12,069,119	8,486,194
MAR IRU Revenue	5,720	5,407	2,704
MAR Other Revenue	576,992	390,933	275,352
Termination Revenue	1,460,430	1,157,524	1,069,644
Nonrecurring Revenue	7,101,372	4,613,989	2,951,250
Intercompany Revenue			797,706
<b>Total Revenue</b>	<b>267,201,332</b>	<b>216,646,060</b>	<b>187,550,256</b>
<b>Operating Costs</b>			
Recurring COGS	70,093,893	59,612,411	56,351,849
Credits/Adjustments - COGS	(969,997)	(347,731)	(1,035,629)
Usage COGS	3,949,724	7,605,683	3,367,106
Termination Cost	214,785	186,551	103,502
Amortized Install Costs	1,175,299	2,402,532	1,382,398
Nonrecurring COGS	6,683,364	4,434,066	2,263,521
Network Operations	8,710,768	8,640,807	9,039,598
Other Operating Costs	2,914,296	1,652,434	2,167,923
Compensation & Benefits - Operating Costs	6,862,796	7,120,989	9,426,559
Stock Based Compensation - Operating Costs	14,100	378,377	90,044
Intercompany COGS	51,018,133	47,939,819	31,613,483
<b>Total Operating Costs</b>	<b>150,667,161</b>	<b>139,625,940</b>	<b>114,770,355</b>
<b>Gross Profit</b>	<b>116,534,171</b>	<b>77,020,120</b>	<b>72,779,901</b>
Gross Margin	0.44	0.36	0.39
<b>Selling, General &amp; Administrative</b>			
Compensation & Benefits	18,567,790	18,274,902	16,360,105
Incentive Compensation	13,547,950	12,150,861	9,718,706
Bad Debt Expense	725,668	968,965	160,716
Other SG&A	14,220,731	14,104,801	10,103,008
Transaction Costs	820,800	153,733	82,503
Stock Based Compensation - SG&A	35,338	1,468,606	290,214
Intercompany SG&A	516,740		
<b>Selling, General &amp; Administrative</b>	<b>48,435,018</b>	<b>47,121,867</b>	<b>36,715,252</b>
<b>Other Operating Costs</b>			
Depreciation Expense	89,706,522	49,956,601	36,789,081
Amortization Expense	176,667	510,000	2,008,666
<b>Other Operating Expenses</b>	<b>89,883,188</b>	<b>50,466,601</b>	<b>38,797,747</b>
<b>Total Operating Costs and Expenses</b>	<b>288,985,367</b>	<b>237,214,408</b>	<b>190,283,355</b>
<b>Operating Income</b>	<b>(21,784,035)</b>	<b>(20,668,348)</b>	<b>(2,733,099)</b>
Operating Income Margin	-8.15%	-9.49%	-1.46%
<b>Other Income and Expense</b>			
Interest Expense	16,113,490	11,084,688	4,455,241
(Gain)/Loss on Foreign Currency Exchange - Interco Loan			372
Other (Income) & Expense	(6,016,428)	(185,733)	(59,088)
<b>Total Other Income &amp; Expense</b>	<b>10,097,062</b>	<b>10,898,955</b>	<b>4,396,525</b>
Provision for Income Tax	(27,248,609)	(5,781,743)	(1,697,655)
<b>Net Income</b>	<b>(4,632,408)</b>	<b>(25,685,660)</b>	<b>(5,431,969)</b>
<b>Add backs to net income/(loss) from continuing operations</b>			
Interest Expense	16,113,490	11,084,688	4,455,241
Provision for Income Tax	(27,248,609)	(5,781,743)	(1,697,655)
(Gain)/Loss on Foreign Currency Exchange - Interco Loan			372
Other (Income) Expense	(5,466,545)	4,546	
Depreciation Expense	89,706,522	49,956,601	36,789,081
Amortization Expense	176,667	510,000	2,008,666
Transaction Costs	820,800	153,733	82,503
Stock Based Compensation - SG&A	35,338	1,468,606	290,214
Stock Based Compensation - Operating Costs	14,100	378,377	90,044
<b>EBITDA Add Backs</b>	<b>74,151,762</b>	<b>67,774,808</b>	<b>42,018,467</b>
<b>Adjusted EBITDA from continuing operations</b>	<b>69,519,274</b>	<b>32,089,248</b>	<b>36,586,498</b>

\*Allstream does not have audited financial statements separate from its parent corporation. The financial statements provided here are true and correct.

Exhibit 9 Revenue Earned in Other States

**2020 Intrastate Revenue Earned in Five States Allstream has Served Longest:**

State	Service Type	Total
Arizona	Carrier Common Line	\$ 5,781.31
	End Office	\$ 7,633.56
	Local Transport	\$ 3,066.76
<b>Arizona Total:</b>		<b>\$ 16,481.63</b>
Colorado	End Office	\$ 5,703.81
	Local Transport	\$ 2,175.90
<b>Colorado Total:</b>		<b>\$ 7,879.71</b>
Oregon	Carrier Common Line	\$ 14,217.39
	End Office	\$ 13,631.77
	Local Transport	\$ 17,477.51
<b>Oregon Total:</b>		<b>\$ 45,326.67</b>
Utah	Carrier Common Line	\$ 4,349.92
	End Office	\$ 5,104.25
	Local Transport	\$ 3,707.39
<b>Utah Total:</b>		<b>\$ 13,161.56</b>
Washington	Carrier Common Line	\$ 7,732.38
	End Office	\$ 27,353.46
	Local Transport	\$ 12,998.26
<b>Washington Total:</b>		<b>\$ 48,084.10</b>
<b>Grand Total:</b>		<b>\$130,933.67</b>

**2020 Associated Intrastate Access Charges Paid to LECs in Five States Allstream has Served Longest:**

State	Total
<b>Arizona Total:</b>	<b>\$ 8.36</b>
<b>Colorado Total:</b>	<b>\$ 0.10</b>
<b>Oregon Total:</b>	<b>\$ 3.10</b>
<b>Utah Total:</b>	<b>\$ 0.15</b>
<b>Washington Total:</b>	<b>\$ 5.03</b>
<b>Grand Total:</b>	<b>\$16.74</b>





Exhibit 10 Projected Number of Subscribers and Related Data

Allstream's purpose in filing for a CPCN is to take the opportunity to serve outside of our core footprint. Allstream will not be actively marketing, but we want to be able to meet our customers' needs, wherever they are in the country.

*\*Allstream caters primarily to businesses, and therefore has no projections for residential customers.*

*\*Allstream has not provided forecasts to the five states mentioned in 9.*

1. Estimated Resold telephony services to be provided in State (next three years): 50<sup>1</sup>
2. Estimated Facilities-based services to be provided in State (next three years): 50<sup>1</sup>
3. Estimated Intrastate Toll services to be provided in State (next three years): 100<sup>1</sup>
4. Estimated Local Exchange services to be provided in State (next three years): 100<sup>1</sup>

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<sup>1</sup> *This is an estimate based on services we provide in states with similar populations.*



## Exhibit 11 Technical Qualifications

Allstream has been in the Communications business for over 170 years. Our senior leadership and employees have long tenure in the industry, with many years' combined experience providing services and serving customers' needs. Our communications technologies include a range of innovative, highly scalable voice, Internet and connectivity solutions that help organizations communicate and collaborate more efficiently and profitably. Allstream offers voice and broadband services to approximately 50,000 small and medium-sized business customer locations in primarily 11 western states.<sup>1</sup> These customers include commercial businesses as well as schools, health care providers, and government agencies including airports and military locations.

Allstream's communications technologies include a range of innovative, highly scalable IP, cloud, voice, and data solutions that help organizations communicate and collaborate more efficiently and profitably. Allstream's product set includes the latest in SIP and Cloud-based Unified Communications as well as more traditional voice and scalable data services using a variety of trusted technologies. Allstream's broadband offerings include speeds between 1 Mbps up to 10 Gbps.

Allstream serves customers across the United States but is primarily concentrated in the western United States. Allstream serves some of the larger urban areas in the west and has a significant number of customer locations in Phoenix (AZ), Sacramento (CA), Denver (CO), Boise (ID), Minneapolis (MN), St. Paul (MN), Billings (MT), Reno (NV), Beaverton (OR), Eugene (OR), Portland (OR), Salem (OR), Salt Lake City (UT), Bellevue (WA), Everett (WA), Kent (WA), Seattle (WA), Tacoma (WA), and Vancouver (WA). Allstream is not just concentrated in the larger sized cities and towns in the West but serves a wide variety of communities.

Allstream's biggest competitors are the ILEC and the local cable provider (if any).

Where and when possible, Allstream uses the fiber facilities of Zayo, Allstream's parent company, or other fiber providers to provide service to its customers. In areas where fiber is not available, Allstream primarily purchases last mile access from the ILECs to provide service.

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<sup>1</sup> Allstream serves primarily in the CenturyLink territory in Arizona, Colorado, Idaho, Minnesota, Montana, North Dakota, Oregon, Utah, and Washington; the AT&T territory in California and Nevada; and the Frontier territory in Oregon and Washington.

## Exhibit 11 Technical Qualifications

Allstream primarily uses UNEs as the last mile connection to customer premises when other, cost effective access is not available. Many of Allstream's customers have multiple locations and benefit from a single service provider. Allstream may be able to use fiber to serve a corporate home office in a large city but relies on resale and UNEs to reach the customer's that are outside of our core network.

Exhibit 12 Facilities-Based Provider's Capital/Construction Plan and Budget

Allstream presently has no pending plans for construction of facilities in the state. Allstream is applying to be granted Facilities-Based Provider privileges because we must have the option to lease pre-existing facilities in the state in order to serve our customers' needs and interconnect with Local Exchange Carriers in the state, AND the ability to construct and expand our network to meet our customers' needs.

The following table provides an illustration of Allstream's current itemized costs to maintain facilities in a selection of States and Provinces. We will use this data to project the costs of leased or newly constructed facilities in this state. Allstream employs firms to maintain our facilities.

Site	State/Province	Type	2020 Vendor Maintenance Cost
BLNGMT20	Montana	HVAC	\$1,640.00
BLNGMT20	Montana	UPS/AC backup	\$1,650.00
BLNGMT20	Montana	Fire	\$1,392.00
BLNGMT20	Montana	Generator	\$2,315.00
BLNGMT20	Montana	DC Plant/Batteries	\$1,800.00
BVTNOR18 (Peterkort)	Oregon	HVAC	\$3,288.00
BVTNOR18 (Peterkort)	Oregon	Generator	\$1,790.00
BVTNOR18 (Peterkort)	Oregon	Fire	\$1,600.00
BVTNOR18 (Peterkort)	Oregon	DC Plant/Batteries	\$1,400.00
BVTNORCI (Amberglen)	Oregon	UPS/AC backup	\$1,300.00
BVTNORCI (Amberglen)	Oregon	HVAC	\$3,132.00
BVTNORCI (Amberglen)	Oregon	Generator	\$1,790.00
BVTNORCI (Amberglen)	Oregon	Fire	\$1,600.00
BVTNORCI (Amberglen)	Oregon	DC Plant/Batteries	\$975.00
DNVRCOET	Colorado	UPS/AC backup	\$1,300.00
DNVRCOET	Colorado	Fire	\$2,680.00
DNVRCOET	Colorado	HVAC	\$8,976.00
DNVRCOET	Colorado	Generator	\$5,100.00
DNVRCOET	Colorado	DC Plant/Batteries	\$2,800.00
KENTWAAU	Washington	UPS/AC backup	\$1,950.00
KENTWAAU	Washington	HVAC	\$2,988.00
KENTWAAU	Washington	Generator	\$2,815.00
KENTWAAU	Washington	Fire	\$1,000.00
KENTWAAU	Washington	DC Plant/Batteries	\$2,100.00
MPLSMNCD (511 Building)	Minnesota	UPS/AC backup	\$1,400.00

Exhibit 12 Facilities-Based Provider's Capital/Construction Plan and Budget

MPLSMNCD (511 Building)	Minnesota	Fire	\$2,615.00
MPLSMNCD (511 Building)	Minnesota	HVAC	\$2,988.00
MPLSMNCD (511 Building)	Minnesota	DC Plant/Batteries	\$800.00
RENONVMP	Nevada	DC Plant/Batteries	\$1,900.00
RENONVMP	Nevada	Fire	\$1,315.00
RENONVMP	Nevada	Generator	\$2,750.00
RENONVMP	Nevada	HVAC	\$2,629.00
ARGVBCAV	British Columbia	HVAC	\$13,990.00

## Exhibit 13 Reseller Underlying Carriers

Allstream plans to enter into agreements with the prominent Local Exchange Carriers in the state in order to have a network which can best serve our customers. The agreements with carriers in the state have not yet been negotiated.

Allstream anticipates entering agreements with the following carriers, all of which are certified to provide services in the State:

- AT&T
- CenturyLink
- EarthLink
- Frontier
- Verizon
- Any other ILEC providers in the state, which could serve our customers.





## Exhibit 14 Reseller Operator Service Agreements

Allstream currently has no Operator Service Agreements in place for calls within the State. Within a year of being granted a license to provide reseller services, Allstream expects to have Intrastate Operator Service Agreements with the following carriers, all of which are certified to provide services in the State:

- AT&T
- CenturyLink
- EarthLink
- Frontier
- Verizon

*\*See Exhibit 15: 'Reseller OSA Example' (example of a standard Operator Agreement held by Allstream.*



## WHOLESALE OPERATOR SERVICES and WHOLESALE DIRECTORY ASSISTANCE SERVICE AGREEMENT

THIS OPERATOR SERVICES and DIRECTORY ASSISTANCE AGREEMENT (the "Agreement") is made and entered into as of the [REDACTED] (Effective Date), by and between [REDACTED] or "party" [REDACTED] and Allstream Business US, LLC an Oregon Corporation ("Customer" or "party").

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions hereinafter set forth, the parties agree as follows:

[REDACTED] and Customer (formerly known as "Integra") agree that this Agreement shall supersede all previous Service Agreements and Addendums related to Operator Services and Directory Assistance previously entered by Customer with [REDACTED] and subsequently assigned to [REDACTED] pursuant to the sale of [REDACTED] customers and agreements to [REDACTED]

### 1. OPERATOR SERVICES

A. [REDACTED] shall provide Customer with the Services described in the Service description attached hereto as Exhibit A, amended or supplemented by [REDACTED] from time to time (the "Services"). [REDACTED] shall provide Customer additional services, subject to their availability, at rates mutually determined by the parties.

B. [REDACTED] shall process operator services requests for Customer's subscribers twenty-four (24) hours a day, three hundred sixty-five (365) days a year in accordance with Exhibit A. If Customer's monthly call volumes vary by more than 20% from the previous month, then Customer shall prepare and deliver to [REDACTED] a written quarterly projection of the monthly call volume and the number of properties that will use the Service on a monthly basis thirty (30) days prior to the commencement of the quarter for which the projection relates (the "Quarterly Projection"). [REDACTED] shall furnish operators, equipment and physical facilities as it reasonably determines are necessary to provide the Services.

C. [REDACTED] operators shall answer calls from Customer's subscribers in accordance with the answering procedures set forth in Exhibit C hereto. Customer may request in writing a modification to the answering procedures, which shall be implemented by [REDACTED] on such terms and conditions as are mutually agreeable to the parties. [REDACTED] shall use its best efforts to change such procedures within five (5) working days after receipt of Customer's written request.

D. [REDACTED] shall use its best efforts to provide Services for a property within five (5) days after receipt of written order form or FTP file submitted by Customer covering such property ("the Property Information Form"). The Property Information Form submitted by Customer shall be in substantially the form of Exhibit F attached hereto or FTP transmission and shall contain all the information requested therein. Customer shall pay the property installation charge as set forth in Exhibit E for each addition or modification to the Property Information Form.

E. Title to all Services, facilities, equipment and software furnished by [REDACTED] shall remain vested exclusively in [REDACTED] its agents, suppliers and contractors. Customer shall execute, at [REDACTED] s request, any document [REDACTED] deems reasonably necessary to protect [REDACTED] s interest in the Services, facilities, equipment and software. All Customer's lists shall remain the property of Customer, and [REDACTED] s employees shall not copy, divulge, sell, transfer, or give such information to any other party without express written approval of Customer, except that [REDACTED] need not obtain such approval in order to provide the Services.

## 2. DIRECTORY ASSISTANCE

A. [REDACTED] shall provide Customer with the Services described in the Service description attached hereto as Exhibit A, amended or supplemented by [REDACTED] from time to time (the "Services"). [REDACTED] shall provide Customer additional services, subject to their availability, at rates mutually determined by the parties.

B. [REDACTED] shall process national directory requests for Customer's subscribers' twenty-four (24) hours a day, seven (7) days a week in accordance with Exhibit A. If Customer's monthly call volumes vary by more than 20% from the previous month, then Customer shall prepare and deliver to [REDACTED] a written quarterly projection of the monthly call volume and the number of properties that will use the Service on a monthly basis thirty (30) days prior to the commencement of the quarter to which the projection relates (the "Quarterly Projection"). [REDACTED] shall furnish operators, equipment and physical facilities as it reasonably determines are necessary to provide the Services.

C. [REDACTED] operators shall answer calls from Customer's subscribers in accordance with the answering procedures set forth in Exhibit C hereto. Customer may request in writing a modification to the answering procedures, which shall be implemented by [REDACTED] on such terms and conditions as are mutually agreeable to the parties. [REDACTED] shall use its best efforts to change such procedures within five (5) working days after receipt of Customer's written request.

D. [REDACTED] operators provide national directory assistance listings based on a database provided through a third-party vendor. [REDACTED] IS NOT RESPONSIBLE FOR NOR DOES IT WARRANT OR GUARANTEE THE ACCURACY OF ANY INFORMATION ON THOSE DATABASES.

E. Title to all Services, facilities, equipment and software furnished by [REDACTED] shall remain vested exclusively in [REDACTED], its agents, suppliers and contractors. Customer shall execute, at [REDACTED]'s request, any document [REDACTED] deems reasonably necessary to protect [REDACTED]'s interest in the Services, facilities, equipment and software. All Customer's lists shall remain the property of Customer, and [REDACTED]'s employees shall not copy, divulge, sell, transfer, or give such information to any other party without express written approval of Customer, except that [REDACTED] need not obtain such approval in order to provide the Services.

### **3. TERM OF AGREEMENT AND TERMINATION**

A. This Agreement will commence upon the Effective Date and will remain in effect for the initial term specified in Exhibit B. Upon expiration of the initial term this agreement shall automatically renew for an additional ninety (90) day Term until terminated by either party upon ninety (90) days written notice.

B. Either party may cancel this Agreement or any portion of Service provided hereunder without liability at any time upon reasonable prior written notice if litigation or proceedings are instituted challenging or arising out of the provision or operations of the Services or any Federal, State or Local law, regulation or ruling is adopted or issued affecting such operations including without limitation any ruling of the Federal Communications Commission or State regulatory agency barring such operations or limiting them so as to render continuation of this Agreement or the provision of Service in any jurisdiction inadvisable or impracticable, but only as to such areas as are affected thereby.

C. In the event this Agreement is terminated by Customer prior to the expiration of its initial or extended term, Customer shall pay [REDACTED] a termination charge in an amount equal to fifty percent (50%) of the Customer's six (6) month average number of attempts for the term of this Agreement remaining at the time of termination multiplied by the applicable price as set forth in Exhibit B. The foregoing notwithstanding, Customer shall not be required to pay a termination charge to [REDACTED] if this Agreement is terminated under Paragraph B of this Section 2 OR if Customer terminates this agreement as a result of breach by [REDACTED]. In the event this Agreement is terminated for any reason, so as to avoid disruption in service, [REDACTED] agrees to assist in orderly migration of Customer's properties to another provider of operator services.

#### 4. PAYMENTS AND CHARGES

A. Charges for the Services are set forth in the Pricing Schedule attached as Exhibit B, as amended or supplemented in writing by mutual agreement from time to time. The monthly charges for the Service shall be calculated based on the actual number of calls by Customer subscribers set forth in Exhibit B. Customer shall also pay the recurring and non-recurring charges for the Service set forth in Exhibit D and E. Charges for additional services requested by Customer shall be mutually determined by the parties. Customer agrees to pay all taxes, duties or excises imposed on either [REDACTED] or Customer by reason of the sale or use of the Services (excluding, taxes based on [REDACTED]'s gross or net income, property and valorem taxes).

B. Customer agrees that any payment of undisputed charges received by [REDACTED] later than thirty (30) days after the receipt of invoice date shall be subject to an interest charge on undisputed delinquent amounts at the rate of one and one-half percent (1½%) of the late payment per month or the maximum lawful rate allowable under applicable State law, whichever is lower. Interest charges of undisputed charges shall be due and payable upon delivery of the next month's invoice setting forth such interest charge. Disputed charges shall be submitted in writing within (90) ninety days receipt of invoice. Parties shall work to resolve disputes within (90) ninety days of dispute filing.

C. In the event that there are additional software costs that will be incurred in the implementation of the Services for Customer, Customer shall pay for any special program development costs at the rates as set forth in Exhibit E.

#### 5. SERVICE OBLIGATIONS

A. [REDACTED] warrants that, during the term of this Agreement, it shall provide the Services in accordance with the Service Description in Exhibit A. [REDACTED] does not warrant the creditworthiness of the calling or called party, third party billing, cardholder nor does it guarantee payment for services rendered to the billing entity or to any fraudulent or unauthorized user validating through the use of any Services provided under this Agreement.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

B. Customer agrees to use the Services in accordance with Exhibit A Service Description and further agrees to provide [REDACTED] with the data requested by [REDACTED] to enable it to furnish the Services. Services rendered by [REDACTED] shall not be used for any unlawful purpose.

C. Customer shall obtain, at its expense, necessary fiber optics or other inter-exchange communications lines, and all necessary equipment and software, to permit [REDACTED] to interface its hardware and software systems with Customer's communication network and all other communications services necessary for [REDACTED] to communicate with Customer and its customers in performing this Agreement. Customer shall arrange for such communication lines to interface [REDACTED]'s switch locations or gateway locations as set forth in Exhibit A.

D. Customer will provide [REDACTED] with at least forty-five (45) days advance written notice of any new promotion that, in the reasonable judgment of Customer, may increase by twenty (20) percent the volume of live and/or automated operator handled calls received by [REDACTED] under the Agreement.

#### 6. EXCLUSIVE REMEDIES

A. [REDACTED] shall promptly remedy any defect in the Services and restore operation in accordance with the Service Description. In the event that [REDACTED] is unable to restore the Services as warranted, Customer shall be entitled to a credit for the monthly charges applicable to those Services which are not provided as specified. If such failure to provide the Services as described continues for a period of fifteen (15) days after written notice to [REDACTED], Customer may terminate the affected Service without payment of a termination charge pursuant to Section 2.C of this Agreement. Customer's credit and termination rights shall not apply to the extent that any mistakes, accidents, omission, interruptions, delays, errors or defects in the Service are caused by, or contributed to, directly or indirectly, by any act or omission of Customer or its agents, representatives, subscribers, licenses, successors or assigns.

B. In the event that the FTP Server fails or is destroyed, [REDACTED] shall immediately notify Customer. [REDACTED] shall use its best efforts to restore all information relating to the Services provided to Customer. In the event that [REDACTED] is unable to restore such information, Customer shall not be charged for the associated Services. Customer's right to an abatement of charges shall not apply to the extent any loss, damage or destruction of the FTP Server, or [REDACTED]'s failure to restore the FTP Server, is caused by, or contributed to, directly or indirectly, by any act or omission of Customer or its agents, representatives, subscribers, licenses, successors and assigns.

C. The parties agree that the remedies of Customer set forth in Sections 5 and 6 are exclusive and in no event shall [REDACTED] be liable to Customer for any indirect, special, incidental, consequential, punitive or reliance damages, including, but not limited to lost profits or other economic loss arising under or relating to this Agreement, or the performance thereunder, from any breach or partial breach of the provisions of this Agreement, or arising out of the failure of the Services to conform to the Service Description or out of any act or omission by [REDACTED] its employees, servants or agents, even if any or all of the exclusive remedies are deemed to have failed of its or their essential purpose.

## **7. DEFAULT**

A. A party hereto shall be in default of this Agreement if it i.) Breaches in any material respect this Agreement and such party fails to correct such breach within thirty (30) days of written notice by the complaining party, ii.) within thirty (30) days after the commencement of any proceedings against a Party seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed.

B. In the event of a default by either party and in addition to any other rights or remedies to which the non-defaulting party may be entitled, the non-defaulting party may (i) by notice in writing to the defaulting party terminate this Agreement (without payment of a termination charge pursuant to Section 3.C. of this Agreement in the event of a termination by Customer pursuant to this provision), and (ii) recover all reasonable expenses (including reasonable attorneys' fees) incurred as a result of the default. These remedies shall be cumulative and may be exercised either concurrently with or separately from each other.

## **8. INDEMNIFICATION**

To the extent not prohibited by law, and except as otherwise provided herein, each Party shall indemnify, and hold harmless the other Party and its suppliers, from and against any loss, cost, claim, injury or liability brought by a person not a party or an affiliate under this Agreement that relates to or arises out of the negligence or intentional acts or omissions of the indemnifying Party or its employees, agents or contractors in the performance of this Agreement.

## **9. PUBLICITY AND ADVERTISING**

Neither party shall publish or use any advertising, sales promotions, press releases or other publicity material which uses the other party's name, logo, trademarks or service marks without the prior written approval of such party, except where such disclosure is required by government or regulatory authority.

## **10. USE AND PROTECTION OF INFORMATION**

The parties along with their respective management, employees, agents, subcontractors, and other representatives agree that any information exchanged between them, except information which is in the public domain, in any form, is proprietary and confidential information ("Confidential Information"). Confidential information includes, but is not limited to either party's trade secrets, processes, pricing, products, sales methods, financial information, operations, and marketing intelligence. Confidential information may also include information related to either party's customers, prospects, officers, directors, employees, agents, and representatives. The parties agree that during the term of this Agreement and for



a period of three (3) years thereafter, they will not, without the prior written consent of the disclosing party; (i) use any portion of such Confidential Information for any purpose other than performance pursuant to this Agreement; or (ii) disclose any portion of such Confidential Information to a third party; (iii) establish an Agreement with any third party to which either party discloses Information of the other party that is substantially in the form of this Agreement, provided, however, that the recipient may disclose Confidential Information to the extent such disclosure is required either by a governmental or regulatory authority to enforce its rights under this Agreement. In the event a recipient of Information is legally compelled to disclose Confidential Information, that party will immediately notify the disclosing party of the nature of such request in writing and allow the disclosing party to consent to such disclosure or to take other action deemed necessary by the disclosing party. The obligations to protect Confidential Information shall remain in effect except to the extent that such Confidential Information (a) becomes generally available to the public other than as a result of unauthorized disclosure by the recipient party, (b) has been released without similar restriction by the disclosing party to another person or entity, (c) was known by the recipient party prior to disclosure or (d) was independently developed by the recipient party without a breach of this Agreement. The parties agree that they have implemented and will maintain comprehensive information security systems to ensure the confidentiality of Information and to protect Information from anticipated threats, hazards, fraud, or misuse. The parties agree that their respective security programs are comprehensive and include process, technical, and physical procedures that adhere to state and federal privacy regulations including but not limited to PCI compliance. Confidential Information of a tangible nature shall remain the property of the disclosing party, and shall be returned to the disclosing party or shall be destroyed upon termination of this Agreement. The recipient party agrees to safeguard Confidential Information utilizing the same degree of care utilized by the recipient party in protecting its own confidential information.

#### **11. PRIVACY OF COMMUNICATIONS**

In rendering Services under this Agreement, [REDACTED] shall apply the same procedures relating to the privacy of communications of Customer's subscribers that [REDACTED] uses with respect to its own communications and which are consistent with federal and state laws and regulations. [REDACTED] is and shall remain in compliance with PCI regulations.

#### **12. FORCE MAJEURE**

If [REDACTED]'s performance of this Agreement, or any obligation hereunder is prevented, restricted or interfered with by causes beyond its reasonable control, including but not limited to acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any department (including State and Local governments or of any government agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments) or of any civil or military authority, national

emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, then [REDACTED] shall be excused from such performance on a day-to-day basis to its extent of such prevention, restriction, or interference and Customer shall likewise be excused from performance of its obligations on a day-to-day basis to the extent Customer's obligations relate to the performance so prevented, restricted or interfered with. [REDACTED] shall use its best efforts to avoid or remove such causes of non-performance and both parties shall proceed to perform with dispatch whenever such causes are removed or cease.

**13. WAIVER**

The failure of either party to insist upon strict performance of any covenants, terms, conditions or obligations of this Agreement shall not be construed as waiver or relinquishment for the future of any such covenants, terms, condition or obligations, but the same shall be and remain in full force and effect.

**14. ASSIGNMENT**

This Agreement shall be binding upon [REDACTED] and Customer as well as both party's employees, directors, officers, agents, and representatives. No party may assign this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement without the other's prior consent (i) as security for financing or in connection with the enforcement of the security so granted; or (ii) to a successor in interest to its business by merger, sale of assets, operation of law, purchase, consolidation or reorganization provided that the assignee in each case agrees to be bound by the terms of this Agreement. Nothing in this paragraph shall prohibit either party from delegating its duties or from assigning this Agreement to its parent, an affiliate or subsidiary, without the other party's prior consent. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

**15. NOTICES**

Any notice required or permitted to be given by either party to the other shall be in writing and shall be delivered by hand, by fax with answer back or by certified or registered mail, postage prepaid, to the address stated below (or such other address as may from time to time be designated in writing). Any such notice shall be deemed to have been given (i) if by hand or by fax, upon receipt, and (ii) if by certified or registered mail, upon delivery or first refusal thereof to the respective parties as follows:

TO:

[REDACTED]

Attention:

[REDACTED]

Phone No:



Fax No:

TO: **ALLSTREAM BUSINESS US, LLC**

Attention: Legal Department

Address: 18110 SE 34<sup>th</sup> Street  
Building One, Suite 100  
Vancouver, WA 98683

Phone No: 360-558-4318

Fax No: 763-745-8459

**16. AMENDMENT**

No oral statement shall in any manner or degree modify or otherwise affect the terms and conditions of this Agreement. No waiver, amendment or modification of any provision of this Agreement shall be effective until the written and signed approval of the parties is obtained. In the event the parties agree to the waiver, amendment, or modification of any term or condition herein, such waiver shall not be construed or interpreted as a waiver, amendment, or modification of any other term or condition of the Agreement,

**17. SEVERABILITY**

In the event that any term or provision of this Agreement is determined to be unenforceable, such provision shall be deemed inoperative and the remainder of this Agreement shall continue in full force and effect.

**18. GOVERNING LAW**

The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of Illinois.

**19. CAPTIONS**

The captions in this Agreement are for convenience only and shall not be construed to define or limit any terms herein.

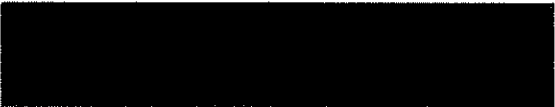
**20. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties and supersedes all prior understandings with respect to the subject matter of this Agreement.

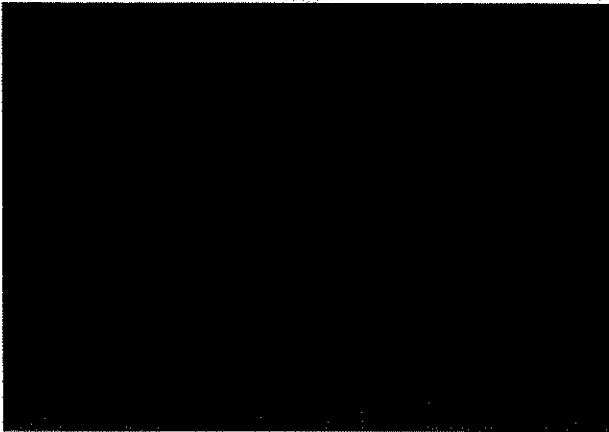
**21. REGULATORY APPROVALS**

Performance of this Agreement is subject to any regulatory approvals or consents, which, in the reasonable judgment of [REDACTED] are required in any state or other jurisdiction in connection with the provision of the Services and facilities hereunder. Customer represents that it has secured or will secure as soon as required all regulatory approvals or consents required in the conduct of the business in connection with which [REDACTED] will provide Services and facilities pursuant to this Agreement. Customer agrees to obtain, at its expense, any further regulatory approvals or consents required in any state or other jurisdiction in connection with Customer's use or provision of the Services and facilities hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.



**ALLSTREAM BUSINESS US, LLC**



By: AL

Printed Name: Ray Lahoud

Title: Chief Operating Officer

Date: 5/9/2018

**EXHIBIT A**  
**SERVICE DESCRIPTION**

██████ shall provide Customer with the operator services described below for an initial Term indicated in Exhibit B hereto commencing on date of this Agreement.

**I. CALL TYPE SERVICES**

In connection with the following call type services, Customer shall be solely responsible for any uncollected amounts from its subscribers.

**A. LIVE OPERATOR HANDLED CALLS**

**Collect** - ██████ shall accept on Customer's behalf either on a verbal basis or through an automated system, a billing arrangement whereby the calling party requests that the called party accepts responsibility for payment. ██████ shall validate requests for collect as provided in Section III hereof. Rates for the Service of Collect are set forth in Section I of Exhibit B of the Agreement.

**Third Number Billing** - ██████ shall accept on Customer's behalf a billing arrangement whereby a third number that is neither the calling nor the called party number is accepted for bill processing ("Third Number Billing"). ██████ shall validate request for Third Number Billing as provided in Section III hereof. Rates for the Service of Third Number Billing are set forth in Section I of Exhibit B of this Agreement.

**Calling Card** - ██████ shall accept on Customer's behalf, either on a verbal basis or through an automated system, line numbered calling cards and those non-line numbered calling cards requested by Customer. The validation of such calling cards shall be provided as set forth in Section III of this Exhibit A. Rates for the Service of calling card acceptance are set forth in Section I of Exhibit B of the Agreement. Validation rates are set forth in Section III of Exhibit B of the Agreement.

**Sent Paid** - ██████ shall accept on Customer's behalf a billing arrangement whereby the calling number is accepted for bill processing based on information digit screening. The validation of such Sent Paid calls shall be provided as set forth in Section III of this Exhibit A. Rates for the Service of Sent Paid acceptance are set forth in Section I of Exhibit B of the Agreement. Validation rates are set forth in Section III of Exhibit B of the Agreement.

**Person-to-Person** - ██████ shall accept on Customer's behalf specific customer instructions to complete a person-to-person in lieu of a station call. Rates for the service of Person-to-Person are set forth in Exhibit B of the Agreement.

**Busy Line Verification and Interrupt** – [REDACTED] shall accept on Customer's behalf requests for verification and or interruption from Customer's subscribers. Customer will provide required access to the requested subscriber lines within Customer's serving area for [REDACTED] operator to verify and or interrupt designated service area will be offered alternate dialing instructions. Rates for the service of busy line verification and interrupt are set forth in Section I of Exhibit B of this Agreement.

**Miscellaneous** - calls include attempted calls not classified by the operator: general information, dialing instructions, customer hangs up, jurisdictional call screening, and calls completed to emergency agencies (PSAP). Rates for miscellaneous calls are set forth in Exhibit B of this Agreement.

#### B. AUTOMATED OPERATOR HANDLED CALLS

[REDACTED] shall accept on the Customer's behalf automated calling cards, collect, and other call types as requested by Customer. [REDACTED] shall validate such calling cards and collect billing at the written request of Customer at the rates set forth in Section III of Exhibit B. Rates for the Service of Automated Calling Cards/Collect are set forth in Section I of Exhibit B of the Agreement.

#### C. NATIONAL DIRECTORY ASSISTANCE CALLS

**Agent Handled** - [REDACTED] shall provide live operators assistance to Customer's subscribers seeking information regarding telephone numbers and any other telephone listing information on a nationwide basis. A caller shall be allowed two (2) standard or reverse searches per call and one (1) address or statewide search per call. Caller must provide complete name, city and state for each standard search; city, state and street for each address search; and a complete telephone number for each reverse search.

**Fully automated** – [REDACTED] shall provide full automation to request the name and location of the listing, provide listing options, and allow the caller the opportunity to complete the call as may be appropriate. In the event the automated falls to understand the words of the caller, the automated system will connect the caller to an agent to complete the remainder of the inquiry and call completion as may be appropriate. At any point during the automated portion of the call, the caller may press "9" to reach an agent immediately.

**Sent Paid** – [REDACTED] shall accept on Customer's behalf a billing arrangement whereby the calling number is accepted for bill processing. The system does not currently access any internal or external database information to warrant creditworthiness or guarantee payment for services.

**Miscellaneous** – calls include attempted calls not classified by the operator: general information, dialing instructions, customer hang ups, jurisdictional call screening, and calls completed to emergency agencies. Rates for miscellaneous calls are set forth in Exhibit B of this Agreement.

## II. TOLL RATING SERVICES

██████ shall provide Customer with the option of toll rating whereby the applicable customer charges for each message and the associated surcharges, if any, for such calls are computed based upon a schedule of rates provided to ██████ by Customer ("Toll Rating"). The Service of Toll Rating shall not include the computation of Federal, State and Local taxes associated with each billable message. ██████ shall provide rated messages to the Customer or to an out-clearing company as specified by Customer. Rates for the Service of Toll Rating are set forth in Exhibit B of the Agreement.

## III. VALIDATION/SCREENING SERVICES - Operator Services Only

██████ shall provide the Service of validation to Customer with respect to the calling cards and major commercial credit card as set forth in Exhibit B of this Agreement. Prior to accepting on Customer's behalf such calling cards and major commercial credit cards, ██████ shall confirm the validity of the calling card or commercial credit card number and the restrictions, if any, on the use of such number by utilizing database information provided by card-issuing companies or other database providers. In the event that ██████'s right to utilize validation database information is terminated or canceled, ██████ shall notify the customer immediately upon its being made aware of such termination or cancellation and the Customer has the right to terminate the Agreement without liability.

At the request of the Customer, prior to accepting billing information, ██████ shall confirm that a number to which the end-user seeks to charge a telephone call is to a telephone company that can bill and collect the charges on behalf of the Customer. Such bill screening shall be accomplished by utilizing internal ██████ database or accessing database information of external database providers. ██████ shall update the screening information per written request of the Customer. Rates for such bill screening are set forth in Section III of Exhibit B of the Agreement. Upon written request, ██████ will block by calling number, called number or by billing number through its external database provider.

At the request of the Customer, prior to accepting Third Number Billing or Collect, ██████ shall confirm by utilizing database information provided by the local exchange company that a number to which the end-user seeks to charge a telephone call is not a public telephone or a number otherwise subject to billing restrictions. ██████ shall not accept Third Number Billing to a public telephone number or a telephone number subject to a billing restriction on the basis of the information obtained from such database provider. Further, at the request of the Customer, Third Number Billing shall be verified by ██████ by the operator calling the billed number and requesting billing approval. Customer is responsible for the ██████ of toll facilities utilized in connection with such verification by ██████. Rates for validation are set forth in Exhibit B of the Agreement.

#### IV. GATEWAY

The [REDACTED] switch is located in [REDACTED]. On net TDM Gateways are provided at [REDACTED].

For IP/SIP connectivity, options include internet connection or managed data facilities. [REDACTED] will order and maintain managed data facilities at Customer location as requested. The cost of managed facilities is the sole responsibility of the Customer.

#### V. RECORD PROCESSING

a). On a daily or weekly basis per customer request, [REDACTED] shall forward billing records to Customer for Wholesale Operator Services. b). on a daily or weekly basis per customer request, [REDACTED] shall forward billing records to Customer for National Directory Services. c). on a monthly basis, [REDACTED] shall forward billing counts based on peg counts to Customer for operator services and national directory assistance attempts.

#### VI. SERVICES PRICING

[REDACTED] shall provide Customer with pricing as attachment Exhibit B. Customer shall pay for any installation, ancillary or additional software costs or special program costs using prices developed on an individual case basis and mutually agreed upon.

#### VII. SERVICE LEVEL OBJECTIVES

a). Services shall be available on a twenty-four (24) hour, seven (7) days per week basis. b). Operators shall respond to all incoming call attempts reaching a [REDACTED] operator, on average, within twelve (12) seconds. The average is determined daily using the prior thirty (30) days answering times. If in any month the monthly call attempt volumes exceed a twenty percent (20%) increase compared to the previous month without notification [REDACTED] shall not be required to meet the ten (10) second answer time for that month. c). [REDACTED] may, in its sole discretion, subcontract the provisioning of Services under this Agreement to meet the ten (10) second call attempt answering objective. In the event [REDACTED] elects to subcontract, [REDACTED] shall be responsible for all matters with such third party subcontractors.



**EXHIBIT B  
PRICING SCHEDULE**

**I. SERVICE PRICING**

**Term: Two (2) Year(s)**

<b>OS/DA PER CALL RATES</b>					
<b>Total # Calls (000's)</b>	<b>DA-Soleo Data</b>				
	<b>Auto</b>	<b>Domestic Agent</b>	<b>Offshore Agent</b>		
<8	.170	.322	.167	.105	.380
>8 <35	.145	.296	.165	.100	.370
>35 <100	.137	.275	.164	.095	.350
>100 <300	.132	.253	.160	.090	.330
>300 <700	.127	.246	.145	.089	.290
>700 <1,200	.120	.232	.140	.085	.282
>1,200 <1,750	.105	.219	.139	.076	.278
>1,750 <2,500	.085	.205	.134	.065	.271
<2,500	.075	.195	.128	.055	.265
DA Call Completion, Per call	.23				
TTY, Emergency, General Information Calls		\$.75/call.			

The following discounts shall be applied to Customer usage charges above, based on the collective incremental new call volume realized by [REDACTED] from all [REDACTED] subsequent to Oct 2017.

<b>ACCA OS/DA VOLUME DISCOUNTS – APPLICABLE TO ALL MEMBERS</b>					
<b>TOTAL ADD'L COMBINED MONTHLY CALL VOLUME (000's)</b>	<b>DA</b>				
	<b>Auto</b>	<b>Domestic Agent</b>	<b>Offshore Agent</b>		
50	5%	2%	2%	5%	2%
>50 <200	7%	3%	3%	7%	3%
>200 <450	10%	4%	4%	10%	4%
>450 <1,000	15%	6%	6%	15%	6%
>1,000 <2,000	22%	10%	10%	22%	10%
>2,000 <4,000	25%	12%	10%	25%	12%
>4,000	28%	14%	10%	28%	14%

II. TOLL RATING SERVICES (OPTIONAL) \$ .04 per message rated

III. VALIDATION/SCREENING SERVICES

**Bill Screening:**

BSC Administrative screening for CIID, Billing Agreement Screening, and Customer Specific Blocking. The external screening rate consists of database management, transport, and protocol conversion costs. \$.04 per query

**LEC External Database, LNP (LIDB) Validation:**

The external validation rate consists of the LIDB query, transport, and protocol conversion costs. Currently \$.088 per LIDB query for long distance calls. Charges are subject to change and represent charges currently billed to [REDACTED]

Local Number Portability: \$.007 per query

IV. GATEWAY\*

Our gateway for dedicated TDM T-1's is located in [REDACTED]. Gateways (capacity varies and is not guaranteed) are provided as follows (not applicable to toll-free or SIP Ingress):

ONNET GATEWAY	MONTHLY CHARGE PER DS-1
[REDACTED] OS & DA	No Charge
[REDACTED] DA Only	No Charge
[REDACTED] OS & DA	\$250/DS-1
[REDACTED] OS & DA	\$250/DS-1
[REDACTED] OS & DA	\$250/DS-1
[REDACTED] OS & DA	\$400/DS-1

\*Excludes transport costs to reach gateways.

V. PLATFORM CHARGE:

OS & DA MONTHLY RECURRING PLATFORM CHARGE – PER CARRIER					
Number of OS Subscribers (000's)					
< 30	>30 <100	>100 <250	>250 <500	>500 <1,000	>1,000 <2,000
\$150.00	\$250.00	\$1,250.00	\$2,500.00	\$4,000	\$5,500
>2,000 <4,000	>4,000 <6,000	>6,000 <8,000	>8,000 <10,000	>10,000 <12,000	>12,000
\$6,000	\$6,500	\$7,000	\$7,500	\$8,000	\$8,500

< 30	>30 < 100	>100<250	>250<500	>500<1,000	>1,000<2,000
\$100.00	\$150.00	\$550.00	\$950.00	\$1,250	\$2,500
>2,000<4,000	>4,000<6,000	>6,000<8,000	>8000<10,000	>10,000<12,000	>12,000
\$3,000	\$3,250	\$3,500	\$3,750	\$4,000	\$4,250

**VI. BILL RECORD PROCESSING:** \$ .02 per completed call record

**VII. SS7 TRUNK SIGNALING**

SS7 Trunk Signaling is an option for switch connectivity. There is a \$250.00 non-recurring charge for installation and disconnection, and a \$150.00 monthly recurring charge for each originating point code (each switch). This is a pass through charge.

**VIII. [REDACTED] Provided Transport Charges**

Toll-Free Ingress: \$0.035 US, \$0.13 Canada  
 Call Completion LD: \$0.025 US, \$0.12 Canada

**EXHIBIT C**  
**CALL CENTER SERVICES**  
**ANSWERING PROCEDURES**

Customer to provide all specialized call answering procedures to [REDACTED] fifteen (15) working days prior to implementation. All operator attempts will be branded as shown in this sample.

**OPERATOR SERVICES**

**Sample:**

Opening brand: Allstream this is " \_\_\_\_\_ " (Customer Agent Name)

Closing brand: Thank you for using Allstream

**DIRECTORY ASSISTANCE**

**Sample:**

Automated brand: Allstream **DIRECTORY ASSISTANCE**

Closing brand: Thank you for using Allstream

**EXHIBIT D  
CONSOLIDATED CALL CENTER SERVICES**

**INITIAL IMPLEMENTATION CHARGES**

Implementation/change charges will be applicable based upon customer specific needs.

\$200.00 Custom Opening/Closing Branded Recordings (Additional or Change)

\$ 2.50 Implement Dialing Plans/Instructions based on ANI, per ANI

\$N/A TOTAL INITIAL IMPLEMENTATION CHARGES

**EXHIBIT E**  
**CONSOLIDATED CALL CENTER SERVICES**  
**ANCILLARY CHARGES**  
**(After initial service set-up)**

**Miscellaneous Services:**

Software Development	\$75/Hour
Product/Service Training	\$16.50/Hour/Operator
	\$30/Hour/Supervisor

**Property Implementation Charge:**

\$50.00/FTP transmission  
or  
\$10.00/per individual and/or property or  
Authorization code  
(For properties added after initial service set-up)

\$2.50/Property Database Modification

**Rate Quoting:**

\$75.00 Per Hour/for any changes.

**Toll Rating Services:**

\$75.00 Per Hour/for any changes.

**EXHIBIT F  
CONSOLIDATED CALL CENTER SERVICES  
PROPERTY INFORMATION FORM**

Carrier Name: \_\_\_\_\_ Order #: \_\_\_\_\_

Order Type:

New	Change	Cancel	Date
-----	--------	--------	------

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ Assoc. #: \_\_\_\_\_

(Note Add'l Assoc ANI on 2nd page)

City: \_\_\_\_\_ State \_\_\_\_\_ Auth Code: \_\_\_\_\_

Property Surcharge: \_\_\_\_\_

**PROPERTY TYPE**

Hotel	Hospital	University	Prison	1+
Coin	PBX	Other	Units	Time Zone

**PROPERTY DIALING INSTRUCTIONS**

Operator Serv. Provider	Local Operator
AT&T Operator	Local Call
800 Call	Hotel/Hosp. Oper.
Coin Refund.	

**EMERGENCY NUMBERS**

(10 digit number)

Police	Fire
Ambulance	

**RESTRICTIONS**

Collect	Y	N		Cig. Card:	Y	N
Major Credit Card	Y	N		Third # Billing:	Y	N
Rating Plan:	A	B	C	Verbal Verification Required:	Y	N
	D	E	F	F-7 Allowed:	Y	N
	G	H	I			
	J	K				





**EXHIBIT F**  
**CONSOLIDATED OPERATOR SERVICES**  
**PROPERTY INFORMATION FORM**  
**How to Complete a Property Information Form**

1. **Carrier Name:** The name of the carrier requesting service.
2. **Order Type:** Check whether it is a new account, an existing account needing a revision, or a cancellation.
3. **Date:** The date the order form was filled out.
4. **Order #:** Filled out by the CCCSCCS department.
5. **Name/Address/City/State:** This is to be the actual property name and location of the phone.
6. **Property Surcharge:** An additional charge that is set by the hotel and charged to the customer.
7. **Telephone #:** The number that will send the 0+/0- traffic.
8. **Assoc. #:** If there are more than one telephone number at the property that will send 0+/0- traffic and the property information is the same: name, address, restrictions, etc.
9. **Auth:** All calls 0+/0- are sent on a special billing number rather than ANI.
10. **Property Type:** Check all that applies: is it a HOTEL, HOSP, UNIVERSITY, PRISON, 1+ or OTHER. Then check if it is a COIN, PBX, or OTHER. Note how many units (ex. 1 if it is a coin, how many rooms if it is a hotel/hosp./etc. What time zone is the property in.
11. **Property Dialing Instructions:**
  - A. **OPERATOR SERVICE PROVIDER:**  
Customer dialing instructions to reach a COCS operator.
  - B. **LOCAL OPERATOR:**  
Customer dialing instructions to reach their local operator.
  - C. **AT&T OPERATOR:**  
Customer dialing instructions to reach AT&T.
  - D. **LOCAL CALL:**  
Customer dialing instructions on how to place a local call.
  - E. **800 CALL:**  
Customer dialing instructions on how to place an 800 call.
  - F. **HOTEL/HOSP. OPERATOR:**  
Customer dialing instructions on how to reach their hotel or hospital operator.
  - G. **COIN/REPAIR REFUND:**  
Customer dialing instructions on how to get a refund or repair. This is only needed for a COCOT payphone.
12. **Emergency Numbers:** Provide all emergency numbers available for the location of the phone. 911 access not sufficient because the operator does not have the capability of connecting the party to the emergency number. The operator will inform the customer that he/she can access help by dialing 911, but we prefer to assist the calling party by dialing the 10 digit emergency # provided.
13. **Restriction:** Y for blocking - N for allowed
  - A. **COLLECT:** Do you want to allow collect calls?
  - B. **CALLING CARD:** Do you want to allow calling cards?
  - C. **MAJOR CREDIT CARD:** Do you want to allow major credit cards?
  - D. **THIRD NUMBER BILLING:** Do you want to allow Third Number Billing and if YES do you want Verbal verification?
  - E. **RATE PLAN:** If applicable, circle the appropriate rate plan associated with this Property.

**EXHIBIT F**  
**CALL CENTER SERVICES**  
**PROPERTY INFORMATION FORM**  
**Record Layout for Enhanced Operator Position Automated Entry**

These are the fields on the enclosed dBase III file to be used for sending properties to CCCS.

- ANI:** The 10 digit ANI for the property.
- Property Name:** Name of Property. Maximum of 16 characters.
- Property Address:** Street address of Property. Maximum of 16 characters.
- Property City:** City where property is located. Maximum of 10 characters.
- Property State:** State where property is located. Maximum of 2 characters.
- Phone Type:** Type of phone, residence, coin, other. Indicate with a value of R,C, or 0 in this field.
- Alternate Operator:** Dialing instructions to obtain an alternate operator. Maximum of 10 characters.
- AT&T Operator:** Dialing instructions to obtain AT&T operator. Maximum of 10 characters.
- Hotel:** Dialing instructions to reach Hotel operator. Maximum of 10 characters.
- Room:** Instructions for billing call to room. Maximum of 10 characters.
- Dial 800:** Instructions to dial an 800 number. Maximum of 10 characters.
- Dial 900:** Instructions to dial a 900 number. Maximum of 10 characters.
- Local:** Instructions to place a local call. Maximum of 10 characters.
- Police:** Number for operator to dial to reach Police Department. This should be the true 10-digit number rather than 911 whenever possible.
- Fire:** Number of operator to dial to reach Fire Department. This should be the true 10-digit number rather than 911 whenever possible.
- Ambulance:** Number for operator to dial to reach Ambulance. This should be the true 10 digit number rather than 911 whenever possible.
- Poison:** Number for operator to dial to reach Poison Control Center. This should be the 10-digit number rather than 911 whenever possible.
- Bomb:** Number for operator to dial to reach Bomb Squad. This should be the 10-digit number rather than 911 whenever possible.
- Comment 1,  
Comment 2,  
Comment 3** Free form special comments for this property. Each line is 16 characters maximum. Examples of special instructions are No Verbal Verification required on Third Party calls, etc.

**EXHIBIT F**  
**CALL CENTER SERVICES**  
**PROPERTY INFORMATION FORM**  
**Record Layout for Enhanced Operator Position Automated Entry**

The following are charge class restrictions. Each should be marked as Y to allow this type of call or N to not allow:

Person Special Called bill to Major Credit Card	Y	N
Person Special Called bill to Calling Card	Y	N
Person Special Called bill to Third Number	Y	N
Person Special Calling bill to Major Credit Card	Y	N
Person Special Calling bill to Calling Card	Y	N
Person Special Calling bill to Third Number	Y	N
Person Paid	Y	N
Person Collect	Y	N
Station Special Called bill to Major Credit Card	Y	N
Station Special Called bill to Calling Card	Y	N
Station Special Called bill to Third Number	Y	N
Station Special Calling bill to Major Credit Card	Y	N
Station Special Calling bill to Calling Card	Y	N
Station Special Calling bill to Third Number	Y	N
Station Paid	Y	N
Station Collect	Y	N
Auto Collect usually for emergency calls	Y	N

**Index:**

Index number to be used for automated positions. Available index numbers will be provided by CCCS.

**EXHIBIT F**  
**CALL CENTER SERVICES**  
**PROPERTY INFORMATION FORM**  
**FTP File Upload**

<b>System Availability</b>	24 hours, 7 days a week
<b>File Size</b>	Please limit files to maximum of 20,000 records. No limit on number of files per connection. Cannot exceed maximum amount 20,000/day per multiple files.
<b>Processing</b>	System will be checked daily at 8:00 AM (CST)

## Exhibit 16 Background in Telecommunications Industry'

Allstream is a leader in business communications throughout North America. Founded over 170 years ago in parallel with Canada's first transcontinental railroad, the company quickly grew to provide services to destination points spanning 3,100 miles coast-to-coast. No company lasts that long without knowing a thing or two about innovation. Allstream continually re-invented itself to remain a leading provider of business communication services. Allstream's offerings include a range of innovative, highly scalable, managed services including voice and collaboration, connectivity and managed IT services for enterprise customers. We combine scalable solutions with exceptional customer service to deliver the latest technology, and we're positioned to help our customers accelerate into the future.

In 2006, Allstream was the first in Canada to offer a SIP Trunking solution, (a voice over Internet Protocol (VoIP) technology and streaming media service based on the Session Initiation Protocol (SIP) by which Internet telephony service providers (ITSPs) deliver telephone services and unified communications to customers equipped with SIP-based private branch exchange (IP-PBX) and unified communications facilities). In 2013, Allstream announced the country's first hosted collaboration solution, followed in 2015 with the first cross-border HCS.

In 2016, Allstream became part of Zayo Group, and in 2017, Zayo acquired Electric Lightwave/Integra Telecom.

In 2017 Zayo Group integrated the voice and small business assets of Allstream and Electric Lightwave/Integra Telecom under the Allstream brand and established Allstream as a separate operating subsidiary. Following Zayo Group's privatization in 2020, led by EQT and Digital Colony, a new board of directors was established for Allstream.



Exhibit 17 Officers

Name & Title	Contact Information	Experience/ Duties
<p><b>Michael Strople</b></p> <p><i>President &amp; Chief Executive Officer (CEO)</i></p>	<p><i>Phone:</i> +1 (416) 644-9771</p> <p><i>Address:</i> 200 Wellington Street West Toronto, Ontario M5V 3G2 Canada</p>	<p>Michael is the President &amp; CEO of Allstream. As President of Allstream, Michael leads Allstream in its purpose: accelerating business innovation with cloud communications technologies, with a focus on helping to simplify our customers' business communication needs.</p> <p>Michael brings over two decades of leadership, operating and technology experience. After starting his career in R&amp;D he gained experience in technology, IT, operations, customer service and sales. Over the past decade he demonstrated significant strategic and operational M&amp;A expertise and successfully led several complex corporate integrations/separations and business transformations.</p> <p>He earned a Bachelor of Applied Science in Electrical Engineering with an Option in Management Science from the University of Waterloo. Michael currently is the chair of the board of MEF (mef.net) an industry organization advancing ubiquitous global IT networking.</p>
<p><b>Stephen Fisher</b></p> <p><i>Chief Technology/ Operating Officer (CTO)</i></p>	<p><i>Phone:</i> +1 (360) 558-4147</p> <p><i>Address:</i> 18110 SE 34<sup>th</sup> Street, Vancouver, WA, 98683 Building One, Suite 100 United States</p>	<p>Stephen Fisher serves as Senior Vice President, Chief Technology Officer (CTO). Stephen leads IT and network architecture, technology innovation and network operations at Allstream. Before joining Allstream, he was Chief Technology Officer, Enterprise Networks Zayo Group and Chief Technology Officer and Senior Vice President of Electric Lightwave, LLC.</p> <p>Stephen has more than 20 years' experience driving excellence in engineering, network architecture, service delivery and operations as well as in designing and implementing cyber security operations and compliance programs and agile development practices.</p>

Exhibit 17 Officers

<p><b>Lucie Laplante</b>  <i>Chief Financial Officer (CFO)</i></p>	<p><i>Phone:</i> +1 (905) 513-4680</p> <p><i>Address:</i> 5160 Orbitor Dr, Mississauga, ON L4W 5H2, Canada</p>	<p>Lucie Laplante is the CFO at Allstream, overseeing all financial operations and accounting. Lucie has a proven track record of delivering growth and profitability for some of North America’s most iconic brands in the financial technology, telecommunications, and media and broadcast industries.</p> <p>Before joining Allstream, Lucie was the Chief Financial Officer for Norton Rose Fulbright Canada LLP, where she led all aspects of finance, accounting, tax, treasury, governance and risk management. With over 25 years of experience in senior financial roles in Canada, the USA and abroad, Lucie is accomplished in optimizing profit, uncovering and resolving gaps and eliminating inefficiencies.</p> <p>Lucie received a Bachelor of Commerce from Ecole des Hautes Etudes Commerciales (HEC), in Montreal, Quebec, and is a licensed Chartered Professional Accountant.</p>
<p><b>Douglas Denney</b>  <i>Secretary; VP, Legal &amp; Regulatory</i></p>	<p><i>Phone:</i> +1 (360) 558-4318</p> <p><i>Address:</i> 18110 SE 34<sup>th</sup> Street, Vancouver, WA, 98683 Building One, Suite 100 United States</p>	
<p><b>Kim McNeany</b>  <i>Assistant Treasurer</i></p>	<p><i>Phone:</i> +1 (707) 595-6577</p> <p><i>Address:</i> Santa Rosa, United States</p>	
<p><b>Shira Cooks</b>  <i>Assistant Secretary</i></p>	<p><i>Phone:</i> +1 (720) 639-8149</p> <p><i>Address:</i> 1821 30<sup>th</sup> Street, Unit A Boulder, CO 80301 United States</p>	

\*Allstream’s officers have all worked for the company for 10-15 years, and do not have updated resumes.

\*No Officer holds stock in the company.



Exhibit 18 Customer Service Plan

(a) Customer Security Deposit Procedures and Requirements:

1. If requested by Allstream, Customer shall complete a credit application.
2. Allstream may from time to time conduct a review of Customer's credit rating and payment history.
3. Allstream may require Customer to pay a deposit before acceptance of the MSA or a Service Order.
4. Additionally, for any existing Services, Allstream may require Customers to:
  - i. pay a deposit or
  - ii. pay an increase in the existing deposit, upon the failure of Customer to submit payment of any amount by the due date as a condition to the continued provision of such existing Services. Allstream shall refund any amount of deposit paid pursuant to this Section, less any amount for payments that Customer still owes to Allstream, when Allstream determines in good faith, based on Customer's credit rating and payment history, that such deposit is no longer necessary to ensure payment, but in no event later than after the termination of all Services and termination of the Agreement.

(b) Customer Complaint Handling and Dispute Resolution Procedures:

1. Customer complaints are handled by Allstream's Customer Support Team. Their services can be reached at 1-888-288-2273; [support@allstream.com](mailto:support@allstream.com).
2. To the extent allowed by law, Allstream and its Suppliers shall enjoy any statutory protections granted to utility providers (as applicable), and shall not be liable for injury to or death of any person or for damage to or loss of any property arising out of or attributable to their operations and performance under an Agreement. The total liability of Allstream or its Suppliers for any and all causes and claims, whether based in contract, warranty, negligence or otherwise, and including but not limited to the performance of the Services, shall be limited to the lesser of:
  - i. the actual direct damages sustained by Customer; or
  - ii. an amount equivalent to the total monthly recurring charges ("MRC") received by Allstream from Customer over the preceding three (3) months for the Service affected. Excluding payments due under any Service Order that have not been paid, no cause of action under any theory which accrued more than one (1) year prior to the filing of a complaint alleging such cause of action may be asserted by either Party against the other Party or its Suppliers.
3. To the extent that Customer disputes any portion of an invoice in good faith, Customer shall notify Allstream in writing and provide detailed documentation supporting its dispute within ninety (90) days of the invoice date or the Customer's right to any billing adjustment shall be waived. Customer is responsible for all Service charges, even if incurred as the result of unauthorized use, fraud, abuse or misuse of the Services, whether known or unknown, to Customer.
  - i. In the event of a billing dispute, Customer shall timely pay all undisputed amounts. If the dispute is resolved against Customer, Customer shall pay such amounts due plus interest from the original Due Date. Customer may not offset

Exhibit 18 Customer Service Plan'

disputed amounts from one invoice against payments due on the same or another account.

(c) Customer Termination Procedures:

1. Upon the natural expiration or termination of an Agreement, the Customer shall provide Allstream with access to the Customer-provided facilities to enable the removal of Allstream's Facilities (if applicable).
2. In the event of an Allstream Default that has not been cured, Customer may terminate the Services and the Agreement upon written notice to Allstream. Any termination shall not relieve Customer of its obligations to pay all charges incurred under the Agreement prior to such termination.
3. Except for payment obligations, neither Allstream, nor the Customer shall be liable for any failure of performance due to causes beyond their reasonable control. The Party claiming relief shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the termination of such event.
4. Unless otherwise specified in the Service Order, if the Customer terminates a Service Order or Service without cause, or if Allstream terminates a Service Order or Service with cause after the Service Activation Date but prior to the expiry of the Service Term, the Customer shall pay Allstream an amount equal to the MRC for the terminated Service(s) for the balance of the Service Term, plus any additional Charges incurred by Allstream including activation, installation costs, special construction costs and all other costs and fees. Actual damages likely to result from an early termination are difficult to estimate on the Effective Date. If the Customer cancels a Service or Service Order before the Service Activation Date, the Customer will pay a cancellation fee equal to the aggregate of one month of MRC, any installation costs, special construction costs and any other costs incurred by Allstream, whether previously waived or not, and any third party charges incurred by Allstream with respect to such cancelled Services.

(d) Customer Rights and Responsibilities:

1. Customer is solely responsible for the accuracy of all Service Orders and other information that it provides to Allstream. Each Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of the Agreement and shall clearly set forth the term, pricing, service type and location(s), monthly recurring charges ("MRC"), non-recurring charge ("NRC"), and any additional specific terms for the Services. Any purchase order submitted by the Customer to Allstream shall be used only for invoice processing and order purposes. All Service Orders shall be subject to availability and acceptance by Allstream. A Service Order will be deemed to have been accepted by Allstream once the Service has been delivered to the Customer.
2. The Customer shall pay all MRC in advance and all other Charges monthly in arrears. All Charges shall be payable thirty (30) days from the invoice date ("Due Date") and shall be exclusive of any applicable taxes. "Charges" means the fees, rates and charges for the Services, as set out in the applicable Service Order or as otherwise invoiced by Allstream pursuant to the Agreement. Unless otherwise agreed to by the Parties in writing, Charges for each Service Order shall begin to accrue upon the date the Service is provisioned by Allstream. Charges for the Services are subject to change at any time if third party charges in connection with a Service are increased or newly charged to Allstream. Such third Party charges may include, but are not limited to, Charges for

## Exhibit 18 Customer Service Plan'

Services, changes, connections, disconnections or terminations of a Service or any component of a Service, including individual circuits, lines or features.

3. All Charges for the Services are exclusive of any taxes and other fees and surcharges. Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass ("Taxes").
4. Allstream: (a) is the owner of all right, title and interest in all Facilities supplied, built or otherwise provided by Allstream, whether or not the Customer has paid any costs towards the purchase and supply of such Facilities; or (b) has obtained the right to make the Facilities available for use by the Customer from a third party. The Customer shall have no rights in the Facilities and shall not create or permit any liens or encumbrances on the Allstream Facilities. "Facilities" means any network facilities, fibre, conduit, equipment, hardware or software provided in connection with Allstream's delivery of the Services or the Customer's use of the Services.
5. The Customer shall not make any change or repair to Facilities, connect any Customer-provided facilities or equipment to the Facilities, or allow access to the Facilities without Allstream's prior written consent. Similarly, the Customer shall be responsible for the security of and any loss or damage to the Facilities located on the Customer's premises.
6. Allstream may access and make any routine or unscheduled maintenance, inspections, tests, repairs and adjustments ("Maintenance Activities") it deems reasonably necessary upon reasonable notice of any such Maintenance Activities that may impact Service, except in cases of emergency (in which case, Allstream will notify the Customer as soon as reasonably possible thereafter). Allstream shall not be liable for any resulting Service problem in the event that the Customer does not provide such timely access. Customer will bear the costs of any additional apparatus reasonably required to be installed because of the use of Allstream's Facilities.
7. Allstream will maintain Allstream's Facilities at no additional charge to Customer, except where work or service calls result from failure or malfunction in, or improper operation of, Customer's facilities and/or equipment. In such event, Customer will reimburse Allstream for the cost of the required maintenance at Allstream's standard time and material rate plus any taxes imposed upon Company related to such maintenance, and Customer shall be responsible for the cost of repair or replacement of Allstream equipment that is damaged by Customer's actions or equipment.
8. Allstream shall not be liable for any damage, loss or destruction to any Customer provided equipment or network, unless caused by the gross negligence or willful misconduct of Allstream.
9. As previously stated in the "Customer Termination Procedures" section above, upon the expiration or termination of this Agreement, the Customer shall provide Allstream with access to the Customer-provided facilities to enable the removal of Allstream's Facilities (if applicable).

### (e) Disclosure of Customer Information Procedures:

1. "Confidential Information" means all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Allstream offers under the Agreement which is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), to the extent that such information is marked or identified as confidential or proprietary. Notwithstanding the foregoing, all written or oral pricing

- and contract proposals exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request.
2. Information that (i) is independently developed by the Receiving Party, (ii) is lawfully received by the Receiving Party free of any obligation to keep it confidential, or (iii) becomes generally available to the public other than by breach of an Agreement, shall not be considered Confidential Information.
  3. A Receiving Party, including its officers, directors, employees, partners, affiliates, agents and representatives, shall hold all Confidential Information in confidence from the time of disclosure until three (3) years following its disclosure. During that period, the Receiving Party: (a) shall use such Confidential Information only for the purposes of performing its obligations under an Agreement; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to employees that have a need to know for such purposes; (d) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in an Agreement or as required by law; and (e) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event that the Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, the Receiving Party will notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek relief, will cooperate with the Disclosing Party in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure. Notwithstanding anything in this Article 8 to the contrary, the fact that Customer is a customer of Allstream shall not be deemed Confidential Information and Allstream may disclose the same without liability therefor.
  4. Allstream does not sell information about current or former customers to any unrelated third parties, and does not disclose it to third parties unless necessary to process a transaction, service an account, to protect the security and integrity of Allstream's website and our services and network, to protect our rights and property and the rights and property of others, to respond to claims that submitted information violates the rights or interest of third parties, to take precautions against liability, to correct technical problems and malfunctions in how Allstream's website operates and in our systems and services, pursuant to a customer's specific direction, or as otherwise permitted or required by law or legal process. In connection with Allstream's data services, when a domain name is registered, that individual's address, e-mail and phone number are published in the public WHOIS database which is available for public viewing.
  5. In the event Allstream, our parent or any of our affiliates or subsidiaries are acquired by another entity or merge with a third party, information provided to us may be transferred to that entity or one or more of its affiliates. Allstream will take steps to inform the entity or any successor entity that it will be bound to respect the provisions of this Policy with regard to any personal information in its possession prior to the

Exhibit 18 Customer Service Plan'

acquisition or merger. In the event of bankruptcy, both this policy and the provisions of applicable law will apply.

6. Allstream may use information provided by a Customer to inform them about additional services and products offered by the Allstream family of companies and Allstream authorized agents whose offerings might be of interest, unless the Customer instructs otherwise, and in accordance with applicable laws and regulations.



## Exhibit 19 Affirmative Customer Selection Procedures'

The following is a description of the actions Allstream takes to ensure that new customers affirmatively select Allstream and our services.

When Allstream's Sales Agents sell our services to a customer, the order goes through a series of steps (Sales Complete, Sales Engineer Complete, etc.) in our Sales Force database. This identifies the Order as Pending. At which point it is sent to Delivery for provisioning and installation. The steps that are taken to confirm paperwork go through Sales, Sales Engineering, Sales Management and Delivery (Order Entry). The Order Entry team validates the order through a series of checks which reference the signed contract to ensure the products, quantities and pricing listed on the contract are what we have entered into our system for provisioning to install. This ensures billing accuracy post install. They assure that there is a signed LOA and that the contacts are loaded in our system.

*\*See Exhibit 20 (Sample Letter Of Authorization) for a copy of Allstream's Letter of Authorization.*





**Letter of Authorization**

Exhibit 20: LOA'



**Customer Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Number Street

\_\_\_\_\_

please specify suite, room and/or building

\_\_\_\_\_

City State Zip

This letter authorizes Allstream to act as our communications representative and/or agent and represent the above-mentioned customer to obtain information and/or copies of all of our network services. We also authorize Allstream to issue orders for disconnection, reconnection, reconfiguration and installation of services authorized below:

- Inbound 800/888/877 Service
- Outbound Intrastate Long Distance Service
- Outbound Interstate Long Distance Service
- Local Service

**AUTHORITY TO RELEASE CUSTOMER SERVICE RECORDS**

Provider/s: \_\_\_\_\_ is/are hereby authorized to release pertinent information to Allstream and for following Allstream's instructions with respect to any changes to or maintenance of the undersigned's telecommunications service(s). You are requested to release to Allstream any customer proprietary network information concerning the undersigned's services as may be required by Allstream in connection with its furnishing of services to the undersigned. You may deal directly with Allstream on all matters pertaining to our telecommunications service(s) and you should follow Allstream's instructions with respect thereto. This authorization will remain in effect until modified or rescinded in writing by the undersigned.

**AUTHORITY TO RELEASE CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)**

The undersigned hereby designates \_\_\_\_\_ (Agent) as its authorized telecommunications representative(s) and agent to act on its behalf in the procurement and maintenance of its network telecommunication services. Allstream is hereby authorized and requested to provide all information requested by Agent as it pertains to call detail records, contracts, configuration and service information. This authorization will remain in effect until modified or rescinded in writing by the undersigned.

**CHANGE IN LOCAL SERVICE PROVIDER**

This letter authorizes Allstream to act as our agent for purposes of ordering changes in and/or maintenance on our telecommunications and related services. This authorization includes, without limitation, the removal, installation, addition to, or rearrangement of our local access services, as well as equipment interconnected to our telecommunications service (s).

**Provider** \_\_\_\_\_

TN's Converting to Allstream

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**CHANGES IN PRIMARY LONG DISTANCE CARRIERS**

This letter authorizes Allstream consistent with the above general authorization and FCC requirements, to act as our agent to change our primary interexchange carrier from our current service provider for each of the telephone numbers listed on the service agreement and any supplement to this authorization. (We understand that only one interexchange carrier may be designated as our interstate primary interexchange carrier for any one telephone number, and we further understand that any primary interexchange carrier change made on our behalf may involve the imposition of a charge by local exchange carrier that we are responsible for paying.) If any jurisdiction allows for the selection of additional primary exchange carriers (e.g. for local, intrastate, or international calling), then Allstream is hereby authorized to change our primary carrier for those services from our current service provider for each of the telephone numbers listed on the service agreement or any supplement to this authorization.

**Provider** \_\_\_\_\_

TN's to be PIC'd to Allstream

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Toll Free Numbers:**

Toll Free Number	Rings into	Customer Name as it appears on Toll Free 800/888/877 Service 800 Serving Area	Restrictions
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**(This letter also authorizes the RESP ORG to be INT01) effective on \_\_\_\_\_ a.m or p.m.**

This authorization shall remain in effect until canceled via written authorization by the above-listed company. This Letter of Authorization rescinds all other Letters of Authorization previously entered into by the above-listed company. This letter also authorizes the use of a facsimile copy to be used as a valid and binding authorization.

Customer Authorized Representative (Print name)	Date
Signature	SS# or Tax ID#
Title	



Exhibit 21 Customer Complaint Data'

The chart below shows the number of customer complaints filed against Allstream in the past four years (organized by complaint type).

2017-2020 US AGENCY COMPLAINTS										
	AZ	MT	NV	MN	ID	CA	WA	OR	UT	CO
ETF		2		3	1	5	4	2		1
Billing	1	1		5	1	1	6	4	1	2
Service		7		2		3	3	6		1
Porting	1		1	1	2		2	6	1	
Toll Fraud								1		
Other	1				1		2		1	





**MASTER SERVICE AGREEMENT / TERMS OF SERVICE**

This Master Service Agreement/Terms of Service ("**MSA**") is effective as of (Month) (Day), 20\_(YR) ("**Effective Date**") by and between Allstream Business Inc. (for services in Canada) and Allstream Business US, LLC (for services in the United States) and their subsidiaries (collectively, "**Allstream**") and (Customer Name) ("**Customer**") for the provision of communications services ("**Service**" or "**Services**") as purchased by Customer from time to time by way of a service schedule, service agreement, pricing appendix, purchase order, or other Allstream approved methods of purchasing products or services (collectively, "**Service Order**"). Allstream and Customer may be referred to as a "**Party**" and collectively as the "**Parties**".

**ARTICLE 1 - GENERAL**

**1.1 "Terms of Service"** means the provisions set out in Articles 1 through 10 in this MSA. Allstream may amend this MSA, without notice, by posting a revised MSA on [www.allstream.com](http://www.allstream.com). Customer's continued access to and use of the Services after the amendment has been posted constitutes Customer's acceptance of the revisions of this MSA and Customer expressly agrees that (a) Customer will be deemed to have accepted the revisions, with no additional written agreement or express acknowledgement required; and (b) Customer will continue to be responsible for all MRC and Charges (as defined in Articles 2 and 3).

**1.2 MSA Term.** This MSA will remain valid and binding until the expiration or termination of all of the Services provisioned by Allstream on or after the Effective Date. This MSA and all Service Orders shall collectively be referred to as the "Agreement".

**1.3 Order of Precedence.** In the event of an express conflict between the terms of this MSA and the terms of any Service Order, precedence will be given in the following order: (a) the Service Order, but solely with respect to the Services covered by that Service Order; (b) this MSA.

**1.4 Credit and Deposit.** If requested by Allstream, Customer shall complete a credit application. Allstream may from time to time conduct a review of Customer's credit rating and payment history. Allstream may require Customer to pay a deposit before acceptance of this MSA or a Service Order. Additionally, for any existing Services, Allstream may require (i) Customer to pay a deposit or (ii) an increase in the existing deposit, upon the failure of Customer to submit payment of any amount by the due date as a condition to the continued provision of such existing Services. Allstream shall refund any amount of deposit paid pursuant to this Section, less any amount for payments that Customer still owes to Allstream, when Allstream determines in good faith, based on Customer's credit rating and payment history, that such deposit is no longer necessary to ensure payment, but in no event later than after the termination of all Services and termination of this Agreement.

**1.5 U.S. Services.** Additional terms and conditions are applicable to Services provided in the United States. Customer's use of any Services provided in the United States constitutes Customer's acceptance of the Policies and Info for Services in the U.S.A. posted at [www.allstream.com](http://www.allstream.com).

**1.6 Third Party Services.** Allstream reserves the right to subcontract the provision of all or part of the Services to a third party ("Supplier").

**ARTICLE 2 – SERVICE ORDERS**

**2.1 Orders for Services.** Customer acknowledges and agrees that Customer is solely responsible for the accuracy of all Service Orders and other information that it provides to Allstream. Each Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement and shall clearly set forth the term, pricing, service type and location(s), monthly recurring charges ("**MRC**"), non-recurring charge ("**NRC**"), and any additional specific terms for the Services. Any purchase order submitted by the Customer to Allstream shall be used only for invoice processing and order purposes. All Service Orders shall be subject to availability and acceptance by Allstream. A Service Order will be deemed to have been accepted by Allstream once the Service has been delivered to the Customer

**2.2 Service Order Term.** The term of each Service Order will commence on the service activation date for each new Service ("**Service Activation Date**") and will continue for the period of time specified in that Service Order or until the Service Order has been renewed. If upon expiry of the initial term the Service Order has not been renewed, the Service Term will automatically renew for one (1) year periods (collectively, the "**Service Term**") until the Services are terminated by either Party upon at least sixty (60) days written notice prior to the end of the Service Term. Customer shall continue to be

responsible for payment to Allstream for the Services to be terminated through the end of the sixty (60) day notice period. Following the initial Service Term stated in any Service Order, Allstream reserves the right to increase rates for any Services provided thereunder upon at least thirty (30) days' notice.

**2.3 Service Termination.** Unless otherwise specified in the relevant Service Order, if the Customer terminates a Service Order or Service without cause, or if Allstream terminates a Service Order or Service with cause after the Service Activation Date but prior to the expiry of the Service Term, the Customer shall pay Allstream an amount equal to the MRC for the terminated Service(s) for the balance of the Service Term, plus any additional Charges incurred by Allstream including activation, installation costs, special construction costs and all other costs and fees. Customer acknowledges that the actual damages likely to result from an early termination are difficult to estimate on the Effective Date. Notwithstanding the foregoing, if the Customer cancels a Service or Service Order before the Service Activation Date, the Customer will pay a cancellation fee equal to the aggregate of one month of MRC, any installation costs, special construction costs and any other costs incurred by Allstream, whether previously waived or not, and any third party charges incurred by Allstream with respect to such cancelled Services.

### **ARTICLE 3 – BILLING AND PAYMENT**

**3.1 Charges and Billing.** The Customer shall pay all MRC in advance and all other Charges monthly in arrears. All Charges shall be payable thirty (30) days from the invoice date ("Due Date"), and shall be exclusive of any applicable taxes.

"Charges" means the fees, rates and charges for the Services, as set out in the applicable Service Order or as otherwise invoiced by Allstream pursuant to the Agreement. Unless otherwise agreed to by the Parties in writing, Charges for each Service Order shall begin to accrue upon the date the Service is provisioned by Allstream. Charges for the Services are subject to change at any time if third party charges in connection with a Service are increased or newly charged to Allstream. Such third Party charges may include, but are not limited to, Charges for Services, changes, connections, disconnections or terminations of a Service or any component of a Service, including individual circuits, lines or features.

**3.2 Late Payments.** If the Customer is late in making any payment, the Customer shall pay a fee on any late payments at the higher of one and one-half percent (1.5%) per month or the maximum rate allowed by applicable law. If the Customer is late in making any payment, or if the Customer's bank returns any payment, Allstream may use a collection agency or attorney to collect any amount owed by Customer. Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth in this Article 3.2 are in addition to and not in limitation of any other rights and remedies available to Allstream under the Agreement, at law or in equity.

**3.3 Taxes and Other Fees.** All Charges for the Services are exclusive of any taxes and other fees and surcharges. Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass ("Taxes").

**3.4 Surcharges and assessments.** Surcharges and assessments which are not required by regulatory agencies, but which Allstream is permitted to charge to recover expenses, may be applied and adjusted from time to time. All such Charges will be set forth on a detailed invoice.

**3.5 Invoice Disputes.** To the extent that Customer disputes any portion of an invoice in good faith, Customer shall notify Allstream in writing and provide detailed documentation supporting its dispute within ninety (90) days of the invoice date or the Customer's right to any billing adjustment shall be waived. In the event of a billing dispute, Customer shall timely pay all undisputed amounts. If the dispute is resolved against Customer, Customer shall pay such amounts due plus interest from the original Due Date. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

### **ARTICLE 4 – USE OF FACILITIES**

#### **4.1 Facilities.**

4.1.1 Allstream: (a) is the owner of all right, title and interest in all Facilities supplied, built or otherwise provided by Allstream, whether or not the Customer has paid any costs towards the purchase and supply of such Facilities; or (b) has obtained the right to make the Facilities available for use by the Customer from a third party. The Customer shall have no rights in the Facilities and shall not create or permit any liens or encumbrances on the Allstream Facilities. "Facilities" means any network facilities, fibre, conduit, equipment, hardware or software provided in connection with Allstream's delivery of the Services or the Customer's use of the Services.

4.1.2 The Customer shall not make any change or repair to Facilities, connect any Customer-provided facilities or equipment to the Facilities, or allow access to the Facilities without Allstream's prior written consent. Similarly, the Customer shall be responsible for the security of and any loss or damage to the Facilities located on the Customer's premises.

4.1.3 Allstream may access and make any routine or unscheduled maintenance, inspections, tests, repairs and adjustments ("Maintenance Activities") it deems reasonably necessary upon reasonable notice of any such Maintenance Activities that may impact Service, except in cases of emergency (in which case, Allstream will notify the Customer as soon as reasonably possible thereafter). Allstream shall not be liable for any resulting Service problem in the event that the Customer does not provide such timely access. Customer will bear the costs of any additional apparatus reasonably required to be installed because of the use of Allstream's Facilities.

4.1.4 Allstream will maintain Allstream's Facilities at no additional charge to Customer, except where work or service calls result from failure or malfunction in, or improper operation of, Customer's facilities and/or equipment. In such event, Customer will reimburse Allstream for the cost of the required maintenance at Allstream's standard time and material rate plus any taxes imposed upon Company related to such maintenance, and Customer shall be responsible for the cost of repair or replacement of Allstream equipment that is damaged by Customer's actions or equipment.

4.1.5 Allstream shall not be liable for any damage, loss or destruction to any Customer provided equipment or network, unless caused by the gross negligence or willful misconduct of Allstream.

4.1.6 Upon the expiration or termination of this Agreement, the Customer shall provide Allstream with access to the Customer-provided facilities to enable the removal of Allstream's Facilities.

## **ARTICLE 5 – DEFAULT; SUSPENSION OF SERVICE**

**5.1 Customer Default.** Customer is in default of the Agreement if Customer (a) fails to cure any monetary breach within ten (10) days of receiving notice of the breach from Allstream; (b) fails to cure any non-monetary breach of any terms of the agreement within thirty (30) days of receiving notice of the breach from Allstream (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law; or (d) uses the Services, or permits the Services to be used for any illegal purpose (each such event shall be a "**Customer Default**").

In the event of a Customer Default, Allstream may suspend Services to Customer until Customer remedies the Customer Default, or Allstream may terminate the Agreement and/or any or all of the Services being provided hereunder. Allstream may at its sole option, but without any obligation, cure a non-monetary breach at Customer's expense at any point and invoice Customer for the same. These remedies are in addition to and not a substitute for all other remedies contained in the Agreement or available to Allstream at law or in equity.

**5.2 Allstream Default.** Allstream is in default of the Agreement if Allstream fails to cure any non-monetary breach of any material term of the Agreement within thirty (30) days of receiving written notice of the breach from Customer ("Allstream Default"); provided, however, that Customer expressly acknowledges that Service related failure or degradation in performance is not subject to a claim of a Allstream Default. Customer's sole and exclusive remedy for any failure of Service is limited to any service level agreement set forth in the applicable service schedule.

In the event of an Allstream Default that has not been cured in accordance with this Article 5.2, Customer may terminate the Services and the Agreement upon written notice to Allstream. Any termination shall not relieve Customer of its obligations to pay all charges incurred under the Agreement prior to such termination.

## **ARTICLE 6 - LIMITATION OF LIABILITY**

**6.1 General Limitations.** To the extent allowed by law, Allstream and its Suppliers shall enjoy any statutory protections granted to utility providers (as applicable), and shall not be liable for injury to or death of any person or for damage to or loss of any property arising out of or attributable to their operations and performance under this Agreement. The total liability of Allstream or its Suppliers for any and all causes and claims, whether based in contract, warranty, negligence or otherwise, and including but not limited to the performance of the Services, shall be limited to the lesser of (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total monthly recurring charges ("MRC") received by Allstream from Customer over the preceding three (3) months for the Service affected. Excluding payments due under any Service Order that have not been paid, no cause of action under any theory which accrued more than one (1) year prior to the filing of a complaint alleging such cause of action may be asserted by either Party against the other Party or its Suppliers.

**6.2 Special Damages.** EXCEPT FOR CLAIMS ARISING FROM A PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY OR THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER, ARISING

OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INCURRED OR SUFFERED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY, ITS SUPPLIERS, OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, NEITHER ALLSTREAM NOR ITS SUPPLIERS MAKE ANY WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, AND ANY SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

**6.3 No Liability for Certain Actions.** Neither Allstream nor its Suppliers are responsible for the content of any information transmitted or received through the Services, or for Customer or Customer's end users' reliance on or use of the Service, or the mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operations, transmission, or failure of performance of the Service. Other than as expressly stated in a service schedule, Customer shall be solely responsible for all of the security and confidentiality of information it transmits using a Service. Customer shall be solely responsible for all Customer support, pricing and service plans, billing and collections with respect to its end users, including obtaining all necessary legal or regulatory approvals to provide or terminate the provision of the services to its end users. Allstream and its Suppliers exercise no control over, and accept no responsibility for, the content of the information passing through the network, or Customer equipment, and use of any such Service is at Customer's own risk.

## **ARTICLE 7- INDEMNIFICATION**

**7.1 Indemnification.** Each Party shall indemnify, defend and hold harmless ("Indemnifying Party") the other Party, its directors, officers, employees, agents, Suppliers, successors and assigns ("Indemnified Party"), from all damages, costs, expenses and liabilities, including reasonable attorney's fees and disbursements, sustained in any action commenced by any third party in connection with the Indemnifying Party's performance of, or failure to perform, its obligations and duties under this Agreement except for those damages, costs, expenses and liabilities arising from the gross negligence or willful misconduct of the Indemnified Party; provided, however, that Allstream and its Suppliers are not obligated to indemnify Customer, and Customer shall defend and indemnify Allstream and its Suppliers hereunder, for any claims by any third party, including end user customers, arising from services provided by Customer that incorporate any of the Services.

**7.2 Indemnification Procedures.** The Indemnified Party shall promptly notify the Indemnifying Party in writing of any such suit or claim, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The Indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the Indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the Indemnifying Party shall not take any action in defense or settlement of the claim that would negatively impact the Indemnified Party. The Indemnified Party shall provide cooperation and participation of its personnel as required for the defense at the cost and expense of the Indemnifying Party.

## **ARTICLE 8 - CONFIDENTIALITY**

"**Confidential Information**" means all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Allstream offers under the Agreement which is disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), to the extent that such information is marked or identified as confidential or proprietary. Notwithstanding the foregoing, all written or oral pricing and contract proposals exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. Information that (i) is independently developed by the Receiving Party, (ii) is lawfully received by the Receiving Party free of any obligation to keep it confidential, or (iii) becomes generally available to the public other than by breach of this Agreement, shall not be considered Confidential Information. A Receiving Party, including its officers, directors, employees, partners, affiliates, agents and representatives, shall hold all Confidential Information in confidence from the time of disclosure until three (3) years following its disclosure. During that period, the Receiving Party: (a) shall use such Confidential Information only for the purposes of performing its obligations under this Agreement; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to employees that have a need to know for such purposes; (d) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement or as required by law; and (e) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event that the Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, the Receiving Party will notify the Disclosing Party of the required disclosure with sufficient



time for the Disclosing Party to seek relief, will cooperate with the Disclosing Party in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure. Notwithstanding anything in this Article 8 to the contrary, the fact that Customer is a customer of Allstream shall not be deemed Confidential Information and Allstream may disclose the same without liability therefor.

Please read our privacy policy at allstream.com which details how we collect, use, protect or otherwise handle customer information, including personal information.

## **ARTICLE 9 - FORCE MAJEURE**

Except for payment obligations, neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of third parties not under the direction or actual control of the Party delayed or unable to perform, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action or request of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each, a "**Force Majeure Event**"). The Party claiming relief under this Article 9 shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the termination of such event.

## **ARTICLE 10 - MISCELLANEOUS PROVISIONS**

**10.1 Subject to Laws.** This Agreement is subject to all applicable federal, state, provincial and local laws, and regulations, rulings and orders of governmental agencies, Allstream's applicable tariffs, if any, and the obtaining and continuance of any required approval or authorization of any governmental body. Either Party may terminate its obligations under the Agreement without liability if ordered to do so by the final order or ruling of a court or other governmental agency or if such order or ruling would make it impossible for either Party to carry out its obligations under this Agreement.

**10.2 Governing Law.** Where Services are provisioned within Canada, the Agreement shall be governed by the laws of the province of Ontario, without giving effect to any conflict of law principle that would result in the laws of any other jurisdiction governing this Agreement. Where Services are provisioned within the United States of America, the Agreement shall be governed by the laws of the State of Oregon, without giving effect to any conflict of law principle that would result in the laws of any other jurisdiction governing this Agreement.

**10.3 Venue.** Where Services are provisioned within Canada, any action or proceeding arising out of the Agreement shall be litigated exclusively in courts in the Province of Ontario. Where Services are provisioned within the United States of America, any action of proceeding arising out of the Agreement shall be litigated exclusively in courts in the State of Oregon.

**10.4 Attorney's Fees.** In the event that suit is brought or an attorney is retained by either Party to enforce the terms of this Agreement or to collect any money as due hereunder or to collect any money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other relief awarded, the prevailing party's reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection with the suit, claim, litigation, appeal or the collection of the award, or the enforcement of any order.

**10.5 Relationship of Parties.** This Agreement does not create a partnership, joint venture or agency relationship between Allstream or its Suppliers and Customer. Neither Party shall have any authority to bind the other Party to any agreement, understanding or other instrument, in any manner whatsoever.

**10.6 Assignment; Binding Effect.** Customer shall not transfer or assign, voluntarily or by operation of law, its obligations under the Agreement without the prior written consent of Allstream. The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Each of the undersigned hereby state that he/she has full authority to enter into the Agreement and hereby accepts the Agreement on behalf of the companies identified below.

**10.7 Entire Agreement.** This Agreement constitutes the entire understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement. No alteration or variation of the terms of any provision shall be valid unless made in writing and signed by a duly authorized representative of Allstream and the Customer.

**10.8 Severability.** In the event that any one or more of the provisions of the Agreement shall for any reason be held to be invalid or unenforceable, the enforceability of the remaining provisions of the Agreement shall be unimpaired.

**10.9 Waiver.** Waiver by either Party of any default by the other Party, or of any provision in this MSA, shall not be deemed a continuing waiver of such default or a waiver of any other default, or any other provision in this MSA. No course of dealing between the Parties and no failure to exercise any right hereunder shall be construed as a waiver of any provision hereof.

**10.10 Counterparts/Facsimile Signatures.** This MSA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This MSA and any Service Orders may be executed via a recognized electronic signature service (e.g., DocuSign) or may be delivered by facsimile transmission, or may be signed, scanned and emailed to Allstream, and any such signatures shall be treated as original signatures for all applicable purposes.

**10.11 Regulatory Requirement.** If the Federal Communications Commission (the "FCC"), the Canadian Radio-television and Telecommunications Commission ("CRTC"), any other regulatory body, or a court of competent jurisdiction, issues a rule, regulation, law or order which has the effect of increasing the cost to provide the Services or cancelling, changing, or superseding any material term or provision of this Agreement (collectively "Regulatory Requirement"), then this Agreement shall be deemed modified in such a way as is necessary to comply with such Regulatory Requirement.

**10.12 Notices and Information.** Customer consents to receiving electronic information in relation to its account. Any notices to Allstream may be sent by e-mail to [CANCustomerService@allstream.com](mailto:CANCustomerService@allstream.com) or [USCustomerService@allstream.com](mailto:USCustomerService@allstream.com).

**ALLSTREAM**

**TYPE CUSTOMER NAME HERE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Account Number [REDACTED]  
 Account Name [REDACTED]  
 Invoice Date 01/01/2021 Invoice Number [REDACTED]  
 Total Amount Due \$21.48

**MONTHLY INVOICE SUMMARY**

**Account History**

Previous Balance	63.36
Payments Applied	-63.36
<b>Balance Forward</b>	<b>\$0.00</b>

**Summary of Current Charges**

Monthly Service	17.25
Usage Based Service	0.60
Other Charges & Fees	1.63
Taxes & Surcharges	2.00
<b>Current Charges - Due on 01/22/2021</b>	<b>\$21.48</b>

 **Total Amount Due** **\$21.48**

To avoid late charges, please pay the Total Amount Due by the due date.

**Manage your account online!**

Allstream's online account management provides the freedom and flexibility to manage your account from any internet connection. Visit <https://my.allstream.com/> for more information.

**IMPORTANT BILLING NOTICE**

Allstream's invoice remittance address has changed, effective immediately. Please update your billing records accordingly. Thank you for your business!

**PRODUCT PROMOTIONS:** Product Promotions are subject to expire at the end of the initial contract term. Please Contact Allstream Customer Care or your Account Consultant to discuss options to renew your contract.

**Minnesota Customer Rights**

Minnesota local service providers are required to annually provide customers with a summary of your rights and obligations. This summary is available at <https://allstream.com/mn-clec-custrights/>, and includes contact information for filing complaints, billing and payment responsibilities, and information about fraudulent charges, credit checks and deposit refunds, service reliability, and customer confidentiality.

**Long Distance Toll**

Fraud Toll fraud occurs when unauthorized persons gain access to a telephone and/or voicemail system and generate long distance calls. These calls can be to domestic locations, but are typically international. Since the Customer has control over the mechanism by which toll fraud occurs, the Customer is entirely responsible for any charges incurred due to toll fraud. That is why it is important to understand your phone system and what you can do to help prevent toll fraud from occurring. More information is available at [allstream.com/preventing-toll-fraud/](https://allstream.com/preventing-toll-fraud/). Allstream has adopted a standard practice to block outbound calling to countries associated with high incidences of toll fraud, and if you would like to block all international outbound calling you may contact Customer Care for assistance at UScustomerservice@allstream.com or 1-866-468-3472.

Detach this form and return it with your payment. Write your Account Number on your check or money order (U.S. Dollars only). Make check payable to and mail to: Allstream



Payment Due By	Total Amount Due	Amount Enclosed
01/22/2021	\$21.48	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

Account Number [REDACTED]  
 Account Name [REDACTED]  
 Invoice Date 01/01/21  
 Invoice Number [REDACTED]

**Send Payments to the Address Below**

ALLSTREAM  
 P.O. BOX 734521  
 CHICAGO, IL 60673-4521



Account Number	[REDACTED]
Account Name	[REDACTED]
Invoice Date	01/01/2021 Invoice Number [REDACTED]
Total Amount Due	\$21.48

SERVICE LOCATION: [REDACTED]

**Payments**

Description	Date	Total
Payment Received. Thank You!	12/3/20	-63.36
<b>Payments Total</b>		<b>-\$63.36</b>

**IMPORTANT INFORMATION ABOUT YOUR ACCOUNT**

This Communications Invoice is due and payable upon receipt and is past due if unpaid after the due date shown on the invoice. Please make check or money order payable in U.S. Dollars to Allstream. Failure to pay these charges may result in collection action as well as termination of service. Past due balances are subject to a late fee of 1.5% per month, or the highest rate allowed by law.

**Description of Charges**



**Monthly Service**

Description	Number	Service Date	Quantity	Unit Charge	Total
Market Expansion Line Interconnection Fee	[REDACTED]	01/01/21 to 01/31/21	1	16.00	16.00
			1	1.25	1.25
<b>Total</b>					<b>\$17.25</b>
<b>Monthly Service Sub Total</b>					<b>\$17.25</b>

Allstream strongly supports the billing display requirements of the FCC Truth in Billing Rules. If there is any information presented on this bill about which you have questions or if you would like a further description of charges, please call your local customer care office number, found on the first page of your invoice.



**Usage Based Service**

Description	Number	Calls	Minutes	Total
Basic Interstate Long Distance	[REDACTED]	1	08	0.03
Basic Intrastate Long Distance	[REDACTED]	21	149	0.57
<b>Usage Based Service Sub Total</b>		<b>22</b>	<b>15.7</b>	<b>\$0.60</b>

For additional information, please see the terms and conditions of service found in your Master Service Agreement (MSA) included with your service agreement and order.

**Other Charges and Fees**

Description	Number	Service Date	Quantity	Unit Charge	Total
FCC Regulatory Fee				0.02	0.02
Federal Cost Recovery Charge				0.23	0.23
Federal Universal Fund Surcharge				0.39	0.39
Network Access Assessment				0.99	0.99
<b>Other Charges and Fees Sub Total</b>					<b>\$1.63</b>


**Please send any disputes to:**  
 Allstream c/o Customer Operations - Billing Dispute  
 18110 SE 34th ST Bldg One Ste 100  
 Vancouver, WA 98683-9497



Account Number [REDACTED]  
 Account Name [REDACTED]  
 Invoice Date 01/01/2021 Invoice Number [REDACTED]  
 Total Amount Due \$21.48

**Taxes and Surcharges**

Description	Total
County Transit Tax	0.13
Federal Excise Tax	0.50
Local Sales Tax	0.01
State Sales Tax	1.36
<b>Taxes and Surcharges Sub Total</b>	<b>\$2.00</b>
<b>Total</b>	<b>\$21.48</b>

 For a complete description of taxes and surcharges please visit [www.allstream.com/surcharges](http://www.allstream.com/surcharges)

**GO  
GREEN.  
GO  
PAPERLESS.**

Enroll now in our paperless billing to view your invoice and make all your monthly payments online:

- 1 Login to your my.allstream account
- 2 Click on the Paperless Billing button on your Account Profile page
- 3 Complete the Paperless Billing sign up form
- 4 Sign up for automatic bill payment

**NO PAPER. NO WASTE.**

Questions regarding your invoice? Contact us.

Customer Service 866-468-3472  
 Repair 800-360-4467  
 ISP Support 866-871-1114

Website [www.allstream.com](http://www.allstream.com)  
 Email [UScustomerservice@allstream.com](mailto:UScustomerservice@allstream.com)



Account Number [REDACTED]  
 Account Name [REDACTED]  
 Invoice Date 01/01/2021 Invoice Number [REDACTED]  
 Total Amount Due \$21.48

**Call Detail**

**Outbound Calls**

Usage for [REDACTED]

Date	Time	Area/Number	Place	Minutes	Amount
11/30	2:35P	[REDACTED]	[REDACTED]	0.5	0.02
12/04	2:21P	[REDACTED]	[REDACTED]	0.5	0.02
12/04	5:04P	[REDACTED]	[REDACTED]	1.0	0.03
12/05	2:49P	[REDACTED]	[REDACTED]	1.4	0.05
12/07	4:14P	[REDACTED]	[REDACTED]	0.8	0.03
12/08	11:07A	[REDACTED]	[REDACTED]	0.5	0.02
12/08	5:42P	[REDACTED]	[REDACTED]	0.8	0.03
12/09	3:24P	[REDACTED]	[REDACTED]	0.8	0.03
12/12	12:44P	[REDACTED]	[REDACTED]	0.6	0.02
12/12	12:48P	[REDACTED]	[REDACTED]	0.5	0.02
12/12	3:33P	[REDACTED]	[REDACTED]	0.7	0.03
12/14	8:37A	[REDACTED]	[REDACTED]	0.8	0.03
12/15	8:59A	[REDACTED]	[REDACTED]	0.7	0.03
12/15	10:31A	[REDACTED]	[REDACTED]	0.8	0.03
12/15	2:27P	[REDACTED]	[REDACTED]	0.9	0.03
12/15	5:15P	[REDACTED]	[REDACTED]	0.7	0.03
12/16	9:24A	[REDACTED]	[REDACTED]	0.7	0.03
12/16	10:50A	[REDACTED]	[REDACTED]	0.5	0.02
12/19	8:18A	[REDACTED]	[REDACTED]	0.7	0.03
12/21	9:17A	[REDACTED]	[REDACTED]	0.7	0.03
12/21	9:44A	[REDACTED]	[REDACTED]	0.5	0.02
12/21	10:09A	[REDACTED]	[REDACTED]	0.6	0.02

Total Outbound Calls for [REDACTED] 15.7 \$0.60

Total for Outbound Calls \$0.60

**Long Distance Legend**

International Mobile Termination Rates Apply XX

Total Long Distance Charges \$0.60

**Reports**

**Billed Number Summary**

Number	# Calls	# Minutes	Amount
[REDACTED]	22	15.7	0.60
Total	22	15.7	\$0.60

## Exhibit 24 State Policy Goals

Allstream provides services to many customers across the United States. The issuance of a Certificate of Public Convenience and Necessity ("CPCN") to Allstream to provide Communications services is in line with the legislative intent of the state governing the oversight and regulation of Communications services.

Allstream will do our part to ensure the universal availability and accessibility of high-quality affordable communications services to business and government agencies in the state by upholding our strong established record of doing so in all the other states we serve. We strive to find economical solutions to fulfill our customers' needs and provide excellent service to all our customers. Allstream is a competitive force in our present markets, and our goal is to extend the availability of our high-quality services to serve the citizens of the state. We take care that our pricing is affordable and competitive in order to satisfy our customers.

Allstream will promote the development of effective competition as a means of providing customers with the widest possible choice of services. We have a strong presence in the markets of numerous states, providing the customers in those states with choices. Markets across the United States are dominated by a select few ILECs. Allstream strives to compete with those Incumbent providers to give consumers a strong alternative choice in Communications service providers. We strongly believe that healthy competition in a market breeds strength in all the services provided in that market.

Third, Allstream will utilize forms of regulation commensurate with the level of competition in the relevant communications service market. Allstream will abide by and uphold the regulatory goals and requirements of the state. We pride ourselves on being agents of free and open competition, bolstering the regulatory goals of the states we service.

Allstream will facilitate the efficient development and deployment of a communications infrastructure, including open networks with maximum interoperability and interconnectivity. Allstream has extensive experience with building and interconnecting networks, creating strong systems to support Communications services across Canada and the United States. Allstream is a regular advocate for efficient deployment of communications infrastructure; the proper and expedited deployment and interconnection of systems strengthens our ability to serve our customers and provide high-quality service in an ever-expanding market.

Allstream will encourage shared use of existing facilities and cooperative development of new facilities where legally possible, and technically and economically feasible. Allstream has many years of experience managing and forging strong relationships with other service providers. We believe that in order to create a high-functioning and efficient system of interconnected communications networks, there must be a degree of a spirit of constructive collaboration between service providers. We are in the regular practice of leasing facilities of other service providers in order to provide a region with more intimate and tailored service than other providers could. Allstream also leases our own infrastructure to other providers. The nature of the interconnection of many providers' facilities requires the strong cooperative development of those facilities.

Allstream will ensure that as a provider of communications services in the state, we will provide high quality customer service and high-quality technical service. Customer-centric service is at the core of Allstream's values. We dedicate significant resources to customer service and assistance. Our customer service team is highly trained to assist customers efficiently and effectively; our technical service employees have extensive experience and qualifications to ensure that issues with systems and networks are handled promptly without causing our customers disturbance.

