

**TARIFF**  
**of**  
**BIRCH TELECOM OF THE SOUTH, LLC**  
**dba BIRCH COMMUNICATIONS OF THE SOUTHEAST**

(C)

This Tariff, filed with the Kentucky Public Service Commission, contains the rates, terms and conditions applicable to the provision of intrastate interexchange telecommunications services and non-switched local exchange telecommunications services in the Commonwealth of Kentucky by Birch Telecom of the South, LLC dba Birch Communications of the Southeast. This Tariff is on file with the Kentucky Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business:

(C)

Birch Telecom of the South, LLC dba Birch Communications of the Southeast  
2323 Grand Blvd., Suite 925  
Kansas City, Missouri 64108

(C)

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Wherever in this Tariff or its headings, the term "Company" or the name Birch Telecom of the South, LLC, "Birch Telecom" or "Birch" appears, that shall mean and shall refer to Birch Telecom of the South, LLC dba Birch Communications of the Southeast.

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**RECEIVED**

**3/9/2018**

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Birch Telecom of the South, Inc. dba Birch Communications of the Southeast  
Christopher J. Bunce, Vice President Legal, and General Counsel

**PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY**

Birch Communications of the Southeast  
 Checksheet

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27	4 <sup>th</sup> Revised		59	Original	99	Original		
28	6 <sup>th</sup> Revised		60	Original	100	Original		
29	8 <sup>th</sup> Revised		61	Original	101	Original		
30	9 <sup>th</sup> Revised		62	Original	102	Original		
31	6 <sup>th</sup> Revised		63	Original	103	Original		
32	5 <sup>th</sup> Revised		64	Original	104	Original		
32.1	3 <sup>rd</sup> Revised		65	Original	105	Original		
32.2	4 <sup>th</sup> Revised		66	Original	106	Original		
32.3	2 <sup>nd</sup> Revised		67	Original	107	Original		
33	7 <sup>th</sup> Revised		68	Original	108	Original		
34	8 <sup>th</sup> Revised		69	Original	109	Original		
34.1	6 <sup>th</sup> Revised		70	Original	110	Original		
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Christopher J. Bunce, Vice President Legal, and General Counsel



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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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**1. EXPLANATION OF SYMBOLS**

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

- (C) to signify changed rule or regulation
- (D) to signify discontinued rate or regulation
- (E) to signify a corrected error
- (F) to signify a change in format or lettering
- (I) to signify increased regulation
- (M) to signify matter relocated without change
- (N) to signify new rate or regulation
- (P) to signify a change in practice
- (R) to signify reduced regulation
  
- (T) to signify a change in text but no change in rate or regulation

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**2. APPLICATION OF TARIFF**

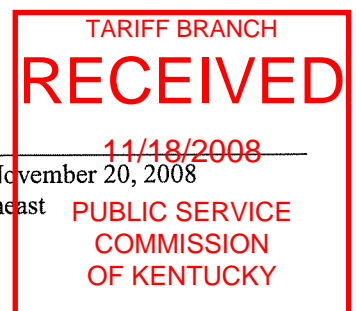
The service rates and regulations set forth in this Tariff are generally applicable to the provision of intrastate interexchange telecommunications services and non-switched local exchange telecommunications services by Birch Telecom of the South, Inc. (the "Company").

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**3. DEFINITIONS**

As used in this Tariff, the following terms shall have the following meanings unless the context otherwise requires:

Company, the – Birch Telecom of the South, Inc., unless the context indicates otherwise.

Commission – Kentucky Public Service Commission, unless the context indicates otherwise.

Customer — The person, firm, corporation or other legal entity which contracts with the Company to receive telecommunications services from the Company.

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

Circuit — A communications path of a specific bandwidth or transmission speed between two or more points of termination.

Facilities — All Company-owned or operated equipment and Cable Facilities used to provide telecommunications services.

Individual Case Basis — A service arrangement in which the conditions, rates, and charges are developed based on the specific circumstances of the case.

LATA – Local Access and Transport Area

Premises — A building or structure on property not separated by a public right-of-way. The property may be divided by a private right-of-way or easement, such as a railroad right-of-way.

Personal Account Code – A numeric or alpha-numeric sequence which uniquely identifies a Calling card.

Private Line Service - An unswitched full-time transmission service utilizing the Facilities to connect two or more designated locations of the same Customer or User.

Terminating Facilities — All equipment placed in a structure that converts the transmitted signal to a requested service type, connects the structure to the Company's network and provides a point of interface/connection to which the Customer can connect its equipment. This may include electronic equipment, cable, wiring, connecting panels and blocks.

User — A person, firm, or corporation designated as a user of common carrier services furnished to the Customer. A User must be specifically named in the Customer's application for services.

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**4. PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE**

4.1 The Company shall provide non-switched local exchange telecommunications service to Customers which enter into written contracts with the Company specifying the services to be provided by the Company, the rates to be charged, and other terms and conditions of service. Certain general terms and conditions applicable to the provision of service by the Company are set forth in this Tariff. Terms not specifically governed by this Tariff will be individually negotiated with each prospective Customer. The Company will not provide services to any Customer until a contract has been executed. On a proprietary basis, the Company will provide copies of customer contracts to the Commission's Staff on request.

**4.2 Obligations of Customer**

4.2.1 **Conditions for Use:** Service may be used for the transmission of information of the Customer provided that:

- A. The Customer has requested service in accordance with the terms and conditions set forth in this Tariff; or the Customer has entered into a written contract with the Company;
- B. The Customer shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
- C. The Customer, upon request, shall furnish such information and access to its location(s) and/or User's location(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of this Tariff and the contract entered into between the Customer and the Company.

4.2.2 **General Obligations**

The Customer shall be responsible for:

- A. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Customer or User with the interface equipment provided and/or sanctioned by the Company.
- B. Damage to, or destruction of, Facilities caused by the negligence or willful act of the Customer or User or its agents.
- C. Reimbursing the Company for any loss caused by the theft of Facilities installed on the Customer's or User's premises.
- D. The provision of the power, wiring, and outlets required to operate the Facilities installed on the Customer's or User's Premises.



**4. PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE (continued)**

4.2 Obligations of Customer (continued)

4.2.2 General Obligations (continued)

- E. The provision, installation, and maintenance of sealed conduit with explosive-proof fittings between equipment furnished by the Company in explosive atmosphere and points outside the hazardous area where connection may be made with the Facilities. The Customer may be required to install and maintain the Company's equipment within the hazardous area if, in the opinion of the Company, injury or damage to its employees or property might result from installation or maintenance by the Company.
- F. Obtaining permission for the Company's agents or employees to enter the Premises of the Customer or User at any reasonable hour for the purpose of installing, inspecting, repairing, or removing the Facilities.
- G. Making the Company's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, and providing for reasonable access to those facilities and equipment.
- H. All actions or omissions of a person, firm, or corporation appointed by the Customer as its agent causing harm to facilities or services. No self-imposed limitations of an agent's authority shall be binding on the Company.
- I. Any breach by the Customer of the terms and conditions contained in this Tariff or in the contract between the Customer and the Company governing service.

4.2.3 **Payment of Rates and Charges:** The Customer is responsible for payment of all rates and charges as specified in this Tariff and/or the contract with the Company, for services furnished by the Company to the Customer or User. The Company will submit invoices to the Customer, which are due and payable upon receipt at the Customer's general office or at such other places as may be designated by the Customer. Invoices not paid within thirty (30) days are subject to late charges and interest, with interest compounded monthly at 1.5% per month, or such other amount otherwise allowed by law, to compensate Company for administrative costs incurred due to such late payments. In addition, failure to pay any past or currently due amounts may result in termination of service as described in Section 4.10 of this Tariff. Any billing errors shall be adjusted to the known date of error or for a period of one year, whichever is shorter. The Company will not assess additional penalty charges upon existing unpaid penalty charges.



**4. PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE (continued)**

**4.3 Obligations of the Company**

- 4.3.1 **Undertakings:** The undertaking of the Company is to furnish service as ordered and specified by the Customer, and as limited by the terms and conditions of this Tariff and the contract entered into between the Customer and the Company. This offering is subject to the availability of Facilities. The Company undertakes to maintain and repair any equipment which it furnishes to the Customer, unless otherwise specified in the contract entered into between the Customer and the Company. The Customer or User may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without the prior written consent of the Company.
  
- 4.3.2 **Limitations.** The Company shall not be responsible for installation, operation, or maintenance of any Terminating Facilities or communications systems purchased or connected to service by a Customer, unless otherwise specified in the contract entered into between the Customer and the Company. Service is not represented as adapted to the use of any specific equipment or system. The responsibility of the Company shall be limited to the furnishing of service and maintenance and operation of such service. The furnishing of service will require certain physical arrangements of the Facilities of the Company and is therefore subject to the availability of such Facilities.
  
- 4.3.3 **Liability and Indemnification:**
  - A. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to a Customer or User as a result of any service provided by the Company or use of the Facilities, or the acts, omissions or negligence of the Company's employees or agents.
  
  - B. The sole remedy for a Customer or User with respect to failure of the Company to maintain proper standards or maintenance and operation or failure to exercise reasonable supervision shall in no event exceed an amount equivalent to the credit for a service interruption specified in the contract between the Company and the Customer or User.
  
  - C. The Company does not guarantee or make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The Customer or User indemnifies and holds the Company harmless from any and all loss, claims, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or User or by any other party or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or User or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to maintain, removal, presence, condition, location, or use of said equipment so provided.

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**4. PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE (continued)**

**4.3 Obligations of the Company (continued)**

**4.3.3 Liability and Indemnification (continued)**

- D. The Company shall not be liable for any defacement of or damage to the Premises of a Customer, User, or any third party resulting from the furnishing of Facilities or the attachment of the instruments, apparatus, and associated wiring furnished by the Company on such Premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.
- E. The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Account Codes issued for use with the Company’s services.
- F. The Company shall be indemnified and saved harmless by the Customer or User against:
  - 1. Claims for libel, slander, and infringement of copyright arising from the material transmitted over the Facilities.
  - 2. Claims for infringement of patents arising from, combining with, or using in connection with, the Facilities and systems or apparatus of the Customer or User; and
  - 3. All other claims arising out of any act or omission of the Customer or User or their agents in connection with the Facilities, or information transmitted over the Facilities.

**4.3.4 Provision of Facilities**

- A. Upon agreement between the Company and the Customer, the Company will provide all Facilities necessary for service.
- B. Provided the necessary Facilities are available, service will be furnished by the Company. Where Facilities are not available, terms for provision of service will be individually negotiated with the Customer.

**4.4. Service Period**

The period for which service will be provided by the Company to the Customer or User shall be the period specified in the contract between the Customer and the Company.

**4.5 Individual Case Basis (ICB) Arrangements**

The Company may, in response to a bona fide request from a Customer or User or potential Customer or User, develop a bid for a special service arrangement not currently offered by the Company. An Individual Case Basis arrangement will be offered to the Customer for acceptance in writing. Such Individual Case Basis arrangements may specify, among other things, length of service, minimum volume of service required, and the rates and charges for the proposed service.



**4. PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE** (continued)

4.6 Special Construction

Provision of service may require special construction of Facilities and equipment by the Company. Special construction arrangements of Facilities may be undertaken by the Company at the request of the Customer or User, or upon determination by the Company that such charge should apply in that particular instance.

- 4.6.1. **Survey and Design.** Prior to engaging in any special construction, survey and design studies may be required. Should that be the case, the Company and the Customer may agree to arrange for the performance of those studies, the review and acceptance thereof by both the Company and the Customer, and the appropriate charges therefor. Failure to agree on the performance of such studies, the acceptability thereof, or the charges therefor, shall constitute grounds for denial of the requested service by the Company.
- 4.6.2. **Charges for Special Construction.** All recurring and non-recurring charges for special construction shall be set forth in the contract between the Company and the Customer, and shall be the responsibility of the Customer, regardless of the projected charges for the provision of service by the Company.

4.7. Service Offerings

The Company will provide point-to-point and point-to-multipoint, Private Line Services connecting a Customer's or User's locations to one another, or connecting a Customer's or User's locations to interexchange carrier points of presence.

4.8 Service Rates

The rates charged by the Company for the provision of its services to Customers or Users will be offered on an Individual Case Basis and will be structured to at least recover the Company's costs of providing such services. The terms of specific Individual Case Basis contracts will be made available to the Commission upon request on a proprietary basis.

4.9 Special Charges

- 4.9.1 **Out-of-Normal Work Hours:** The charges specified in this Section 4.9 do not contemplate work being performed by Company employees at a time when overtime wages apply, due to the request of the Customer, nor do they contemplate work once begun being interrupted by the Customer. If the Customer requests labor be performed at hours of the day or days of the week other than during normal working hours or days (9:00 a.m. to 5:00 p.m., Monday through Friday), or during holidays, or if the Customer interrupts work once begun, an additional charge may be imposed, equal to the actual higher costs incurred by the Company for overtime and materials.



**4. PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE (continued)**

**4.9 Special Charges (continued)**

4.9.2 **Maintenance and Service Charge:** The Customer may be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Customer's or User's Premises when the difficulty or trouble results from the equipment or Facilities provided by the Customer or User, or when failure in the Company's equipment or Facilities is attributable to the Customer or User or its agents. That cost shall be based upon the current labor rate and material costs of the Company in effect at the time of the visit.

**4.10 Service Cancellations**

4.10.1 **Discontinuance of Service by the Company:** The Company, by such notice to the Customer as may be specified in the contract between the Customer and the Company, and in compliance with applicable regulations, may discontinue furnishing service without incurring any liability beyond that stated in the contract, upon:

- A. Non-payment of any undisputed sum due to the Company by a Customer; or
- B. A breach of any of Customer's representations or warranties contained in the contract between the Customer and the Company, or a violation by the Customer of any covenant, term or condition governing the furnishing of service as specified in this Tariff or in the contract for service between the Customer and the Company.

4.10.2 **Cancellation of Service by the Customer Prior to End of the Contract Period:** When the Customer cancels the service prior to the end of the term of the contract, the Customer may be required to pay a cancellation charge in the amount specified in the contract between the Customer and the Company.

4.10.3 **Cancellation of Application for Service:** Where the prospective Customer cancels an application for service prior to the start of installation or special construction of Facilities by the Company, no charge shall be made to the prospective Customer. Where the installation of Facilities has been started prior to the cancellation, the prospective Customer shall pay a cancellation charge in the amount specified in the contract between the Customer and the Company. Installation or special construction of facilities for a Customer is considered to have started from the latest contract date or when the Company incurs any expense in connection therewith, whichever occurs earlier.

**4.11 Service Interruptions**

4.11.1 **General:** The Company agrees to use its reasonable best efforts to assure continuous full-time operation of the service. The customer is considered to have experienced a service interruption when the Circuit becomes unavailable for use or the quality of transmission is such that the Circuit is effectively unusable.





**4. PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE (continued)**

4.11 Service Interruptions (continued)

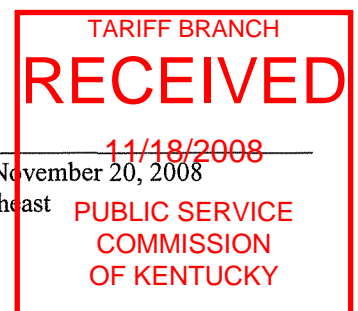
- 4.11.2 **Service Restoration:** The Company agrees to use its reasonable best efforts to respond to the Customer's reasonable request for maintenance in connection with the service as soon as reasonably possible. The Company shall have no obligation to perform maintenance which requires access to the Customer's or other premises or buildings when that access cannot be provided to the Company by the Customer. The Company agrees to use its reasonable best efforts to minimize the duration of any service interruption.
- 4.11.3 **Liability:** The Company shall not be liable for any incidental, indirect, or consequential damages as the result of any service interruption.
- 4.11.4 **Credits:** The amount of credit for any service interruption, if any, shall be specified in the contract between the Customer and the Company.

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Christopher J. Bunce, Vice President Legal, and General Counsel



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**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE**

5.1 The Company shall provide intrastate interexchange telecommunications service to Customers according to the terms and conditions of this Tariff.

5.2. Rules and Regulations

5.2.1 Undertaking of the Company

- A. The Company undertakes to furnish telecommunications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points in different exchanges within the state of Kentucky.
- B. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- C. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities, offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- D. The Company may undertake equipment or facilities additions, removals or rearrangements; routine preventive maintenance; or other service-affecting activities that may occur in normal operation of the Company's business. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from wiring or equipment damage, notification to the Customer may not be possible.
- E. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

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**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

5.2. Rules and Regulations (continued)

5.2.2 Limitations of Service

- A. Service is offered subject to the availability of the necessary facilities and equipment, necessary arrangements with other carriers and billing capabilities, and is subject to the provisions of this Tariff. The Company reserves the right not to provide service to or from a location where legally prohibited.
- B. The Company reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.

5.2.3 Use of Service

A. Permitted Uses

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

B. Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

C. Fixed Service Period

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

D. Termination

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



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**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

**5.2. Rules and Regulations (continued)**

**5.2.4 Liability**

- A. The liability of the Company for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff shall not exceed the amount of the credit allowance described in Section 5.2.5 herein. The extension of credit allowances as described in Section 5.2.5 shall be the sole remedy of Customer and sole liability of the Company for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff. In no event will the Company be liable for any direct, indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost income or profits, even if advised of the possibility of the same.
- B. The Company shall not be liable for any claim or loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by or resulting from: any person or entity other than the Company; any malfunction of any service or facility provided by any Person other than the Company; labor difficulties; fire, flood, earthquake, or any other act of God; explosion; war; riot or civil disturbance; any law, order, regulation, direction, action or request of any federal, state or local government or any department, agency, commission, bureau, or other instrumentality of federal, state or local government; or by any other cause beyond the Company's control.
- C. The Company shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
  - 1. Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by the Company under this Tariff;

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Christopher J. Bunce, Vice President Legal, and General Counsel



**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

5.2. Rules and Regulations (continued)

5.2.4 Liability (continued)

C. (continued)

2. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of the Company or any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by this Tariff or any agreement between the Customer and the Company; or
3. Any personal injury or death of any person or for any loss of or damage to Customer Premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by gross negligence of the Company.

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

E. THE COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.2.5 Interruption of Service

Customer will be entitled to a credit allowance for an interruption of service which is not caused by or does not result from the negligence or act of Customer or to the failure of channels, equipment, power supplies, and/or communications systems provided by Customer or Persons other than the Company. A credit allowance is subject to the provisions of this section and the other sections of this Tariff, including, but not limited to, the general liability provisions set forth in Section 5.2.4 herein and the terms of Section 5.2.6 herein. Customer is obligated to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance.

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.2. Rules and Regulations (continued)

5.2.6 Responsibility of the Customer

- A. All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communications systems provided by others are connected to the Company's facilities, Customer assumes additional responsibilities. Customers are responsible for:
  - 1. Placing orders for service; paying all appropriate charges for service rendered by the Company; complying with the Company's regulations governing the service; and assuring that its users comply with regulations.
  - 2. Providing:
    - (a) the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
    - (b) the name(s), telephone number(s), and address(es) of the Customer contact person(s).
  - 3. Paying the Company for the replacement or repair of the Company's equipment when the damage results from:
    - (a) the negligence or willful act of Customer or user;
    - (b) improper use of service; or
    - (c) any use of equipment or service provided by others.
  - 4. A Customer who subscribes to the Company's intrastate interexchange services and resells these services to others shall be responsible for complying with all laws and regulations of the Commonwealth of Kentucky, which relate in any way to its provision of intrastate interexchange telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, tariffing obligations, and payment of applicable taxes.



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**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

**5.2. Rules and Regulations (continued)**

**5.2.6 Responsibility of the Customer (continued)**

**B. Credit Allowances**

1. Credit for failure of service will be allowed only when failure of service is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company.
2. Credit allowances for failure of service starts when Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
3. Customer shall notify the Company of failures of service and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment, any act or omission of the Customer, or in wiring or equipment.
4. Only those portions of the service disabled will be credited. No credit allowances will be made for:
  - (a) interruptions of service resulting from the Company performing routine maintenance;
  - (b) interruptions of service for implementation of a Customer order for a change in the service;
  - (c) interruptions caused by the negligence or willful act or omission of Customer or its authorized user; or
  - (d) interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

**C. Cancellation by Customer**

1. Customer may cancel service any time after meeting the minimum service period.

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**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

5.2. Rules and Regulations (continued)

5.2.6 Responsibility of the Customer (continued)

D. Payment and Charges for Service

1. Charges for service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis on or about the same day each month. Service continues to be provided until canceled by Customer or by the Company in accordance with provisions of this Tariff.
2. The Company will not alter the billing cycle unless affected customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required when a customer requests a number or billing change or when the customer disconnects and reconnects service or transfers service from one premises to another.
3. Payment will be due pursuant to applicable Commission rules. The Company includes its name and its toll-free telephone number on all invoices.
4. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s), e.g., collect, Toll-free; billed to the Customer's number(s) via third-party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
5. Service may be denied pursuant to the Commission's rules regarding disconnection of service for nonpayment. Restoration of service will be subject to all applicable installation charges.
6. Customer is liable for all costs associated with collecting past due charges, including all attorney's fees.

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**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

**5.2. Rules and Regulations (continued)**

**5.2.6 Responsibility of the Customer (continued)**

**D. Payment and Charges for Service (continued)**

**7. The Company sets forth the following on bills:**

- (a) the number of access lines for which charges are stated.
- (b) the beginning or ending dates of the billing period.
- (c) the date the bill becomes delinquent if not paid on time.
- (d) the unpaid balance (if any).
- (e) an itemization of the amount due for toll service, including the date and duration of each toll call.
- (f) an itemization of the amount due for taxes, franchise fees, and other surcharges as may be necessary and appropriate.
- (g) the total amount due.
- (h) if applicable, the amount of a deposit and interest accrued on a deposit which has been credited to the charges stated.
- (i) a telephone number where inquiries may be made.
- (j) if a deposit is held by the company.

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

**E. Deposits and Advance Payments**

**1. Advance Payments**

The Company may require a Customer or applicant for service to make an advance payment (1) if the applicant is unable to establish that he had a previous account with a telephone utility for a period of at least 12 months for which all undisputed charges were satisfactorily paid, or (2) if the applicant has had no previous telephone service or has had previous telephone service of less than 12 months, the applicant's credit record will be accessed and evaluated by means of a mechanized retrieval system between the Company and national recognized credit bureaus. No security payment will be required of those applicants who meet the Company's criteria, as evaluated by the scoring model. The criteria used in assessing a score is as follows: collection judgments, written-off accounts, outstanding collection accounts, various degrees of delinquency history from 30-180 days and not paid in full or current at the time of scoring, bankruptcies, liens, other public records. The advance payment will not exceed an amount equal to all nonrecurring charges and two month's estimated recurring charges, as a condition of continued or new service.





**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

5.2. Rules and Regulations (continued)

5.2.6 Responsibility of the Customer (continued)

E. Deposits and Advance Payments (continued)

1. Advance Payments (continued)

The advance payment will be credited to the Customer's initial bill and, to the extent that a credit balance remains after the amount of the initial bill has been satisfied, then the credit balance will be applied to subsequent bills in the same manner until there is no balance remaining on the advance payment.

2. Deposits

The Company reserves the right to examine the credit record of all service applicants as stated above and require a security deposit, not to exceed two month's estimated recurring charges, when determined to be necessary to assure future payment. The security deposit will be computed by the Company in accordance with Commission rules and regulations.

Interest will accrue on all deposits at the rate prescribed by law (KRS 278.460 establishes an rate of six percent (6%)), beginning on the date of deposit per 807 KAR 5:006, section 7(6).

If Customer pays all undisputed charges for 12 consecutive billing cycles, the deposit shall be promptly refunded along with accrued interest, or credited to future charges on subsequent bills.

F. Returned Check Charge

The Company will bill Customer a one-time charge of \$25.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.





**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

**5.2. Rules and Regulations (continued)**

**5.2.6 Responsibility of the Customer (continued)**

**G. Late Payment Charge**

The Company may apply a late payment charge if any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. The late payment charge shall be applied to the portion of the payment not received by the date due, multiplied by a factor. The late factor shall be 1.5% per month, but additional penalty charges shall not be assessed on unpaid penalty charges.

Collection procedures are unaffected by the application of the late payment charge. The late payment charge does not apply to final amounts.

**5.2.7 Responsibility of the Company**

**A. Provision of Services**

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

**B. Credit Allowance – Information Records**

For listings in alphabetical telephone directories and information records, no liability shall be attached to the Company.

**C. Cancellation Credit**

Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30<sup>th</sup> of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

**D. Disconnection of Service by the Company**

The Company may discontinue service or cancel an application for service, pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:

1. Nonpayment of an undisputed delinquent charge, but the Company shall mail or otherwise deliver to the Customer five (5) days' written notice of intent to terminate, but under no circumstances shall service be terminated before twenty (20) days after the mailing date of the original unpaid bill; or
2. Without notice for tampering with the Company's equipment, hazardous conditions, or Customer use of equipment where it adversely affects the Company's equipment or services; or

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**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

**5.2. Rules and Regulations (continued)**

**5.2.7 Responsibility of the Company (continued)**

**D. Disconnection of Service by the Company (continued)**

3. Without notice in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service, but the Company shall not terminate service to the Customer for this reason without having first made a reasonable effort to obtain Customer compliance and the Customer has been given at least ten (10) days written notice of termination; or
4. Without notice in the event the Company is prohibited from furnishing services by order of a court or other federal, state or local government authority, bureau, agency or commission, or
5. Without notice if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
6. Without notice if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
7. Without notice if the Customer states that it will not or fails to comply with a request of the Company for security for the payment for service(s) or advance payments, as specified in this Tariff; or
8. Without notice if the Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
9. Without notice if the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by using tricks, schemes, false or invalid numbers, false credit devices, electronic devices, or other means; or
10. Without notice if the Customer's use of equipment adversely affects the Company's service to others or endangers public safety or health; or
11. Without notice if upon condemnation of any material portion of the Customer's facilities used by the Company to provide service to the Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair; or
12. Without notice for fraudulent use of the Company's network.

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**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

5.2. Rules and Regulations (continued)

5.2.7 Responsibility of the Company (continued)

5.2.8 Restoration of Service

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

5.2.9 Taxes and Surcharges

- A. Customer will be billed and is responsible for payment of applicable federal, state and local taxes, fees, assessments and surcharges assessed in conjunction with service used. All charges and fees subject to Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval.
- B. All taxes, surcharges and assessments (i.e., sales tax, municipal utilities tax, franchise fee, etc.) will be listed as separate line items and are not included in the quoted rates.

5.2.10 Start of Billing

For billing purposes, the start of service is the day of acceptance by the Customer of the Company's service or equipment.

5.2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer provided terminal equipment or Customer provided communications systems, such as PBX, key systems or other telecommunications devices. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.



5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.3 Service Offerings

5.3.1 Toll Service

Provides facilities to complete interLATA, intrastate or intraLATA, interexchange calls between two points. Customer makes call by dialing directly or with operator assistance. Direct Dialing includes 1 + Area Code (where necessary) + telephone number, or, in some cases for IntraLATA, users must access the Company's network by dialing 1010678 then 1 + Area Code + Number. For operator assistance a customer dials O only, O + telephone number or O + NPA + telephone number for IntraLATA calls.

No monthly recurring charges or minimum monthly billing requirements for outbound long distance calls will apply for those customers using Birch for both local and long distance service. A minimum monthly billing requirement of \$4.95/account per month will apply for customers using Birch for long distance service only.

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5.3.2 Calling Card Service

Calling card service provides facilities to complete interLATA and intraLATA calls between two points when the Customer is away from his/her premises. The requesting Customer is provided with a travel calling card which includes instructions for its use.

5.3.3 Toll-free Service

Toll-free Service provides for facilities for the Customer(s) to receive interLATA and intraLATA calls. The Customer will be assigned unique Toll-free number(s) that, when dialed, will be routed via the Company's network and terminate at Customer's designated local access line(s).

5.3.4 Directory Assistance

The Company furnishes Directory Assistance Service whereby Customers may request assistance in determining telephone numbers in accordance with the rates and terms stated in Section 5.4. Service Rates.



**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

5.4 Service Rates

5.4.1 Reserved for Future Use

5.4.2 Reserved for Future Use

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.4 Service Rates (continued)

5.4.3 Reserved for Future Use

5.4.4 Reserved for Future Use

5.4.5 Birch Basic Business Line

A. Toll Service

From Customer's Premises in Kentucky to any point in Kentucky:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>	
Business	.089	30 seconds	6 seconds	(1)
Business. (1)	.09	30 seconds	6 seconds	(1)

(1) Effective March 1, 2004, these rates are only available to existing customers.



**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

5.4 Service Rates (continued)

5.4.5 Birch Basic Business Line

B. Toll-free Service

From points in Kentucky to Customer's Premises in Kentucky:

1. Rates				
	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>	
Business	.089	30 seconds	6 seconds	(I)
Business. (1)	.09	30 seconds	6 seconds	(I)
2. Charges				
		Per Line		(C)
Monthly Recurring Charge		\$5.00		
Payphone origination charge		\$.55 per call		(I)

C. Calling Card Service

From any point in Kentucky to points in Kentucky:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>	
Business	.20	30 seconds	6 seconds	(I)
Payphone origination charge - \$.30 per call				
Surcharge		\$.25 per completed call		

D. Reserved for Future Use

E. Reserved for Future Use

(1) Effective March 1, 2004, these rates are only available to existing customers.



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**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

5.4 Service Rates (continued)

5.4.5 Birch Basic Business Line (continued)

F. Birch Price Protection Plan

1. Birch offers optional discounts for Customers that agree to a term commitment of 12 or 24 months. Customer is eligible for Price Protection Plan (“PPP”) term pricing only where Customer has a minimum of three Birch Basic Business Lines, as defined in Birch’s KY P.S.C. Tariff No. 1, within an account. The 24-month commitment also qualifies Customers for a Local Exchange Service discount as provided in Birch’s KY P.S.C. Tariff No. 1.
2. Customers subscribing to the PPP must commit to a written term service agreement in a form designated by Birch, which shall include, without limitation, Customer’s term selection.
3. The term will commence on the billing date for the first new line or the first billing date after Customer executes a term service agreement if the service is currently being provided to Customer.
4. All rules, regulations, fees, charges, taxes and surcharges normally applicable to Birch Basic Business Line services shall apply. Any charges in any proposal or quotation are exclusive of taxes and surcharges. Term pricing may not be combined with any other offer.
5. If monthly term rates as specified in this Section decrease during the term period, Customer may elect to obtain the new rates by executing a new term service agreement with the new rates, with a new term commencement date, and an agreement to the same or greater commitment term period.
6. For Customers who establish a term service agreement, monthly Birch Basic Business Line rates will not change as a result of a Birch-initiated increase; however, if a Local Exchange Rate Group Reclassification occurs, as set forth in this Tariff, an adjustment for the remaining term of the term service agreement will be made.

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**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

5.4 Service Rates (continued)

5.4.5 Birch Basic Business Line (continued)

F. Birch Price Protection Plan (continued)

7. If Customer disconnects Services or otherwise terminates its term service agreement prior to the end of the current term for any reason except for a failure by Birch to meet the terms of the Term Customer Service Level Objectives specified below, Customer agrees on the next monthly invoice to pay a termination charge as liquidated damages and not as a penalty, equal to the greater of:
  - a. \$50.00 per terminated line, or
  - b. \$10.00 per terminated line multiplied by the number of months remaining in the current term.
8. Customer may add or terminate new voice lines without termination liability, provided that Customer maintains service to its primary billed telephone number for the remainder of the term commitment and remits payment for any applicable charges, surcharges and fees.
9. The following Service Level Objectives apply to the PPP only, and are subject to all other provisions of this Tariff, including specifically but without limitation, any and all limitations of liability. Birch will use commercially reasonable efforts to provide Services in accordance with the following Service Level Objectives:
  1. Complete loss of Service caused solely by a Birch network problem will be remedied within 8 business hours from Customer notification to Birch Network Maintenance ("BNM").
  2. Partial loss of Service caused solely by a Birch network problem will be remedied within 12 business hours from notification to BNM.
  3. Noise or static caused solely by a Birch network problem will be remedied within 16 business hours from notification to BNM.
10. As Customer's sole remedy for any failure to meet any of the above Service Level Objectives, unless such Service Level Objective is caused by an event outside the reasonable control of Birch, any event of force majeure, or any failure resulting from facilities, inside wiring or equipment of Customer or third parties, Customer may terminate its term commitment obligation without incurring termination liability. If Customer continues to use Birch service following any such notice of termination, Customer may continue to receive term pricing and pricing update notices.

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**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

5.4 Service Rates (continued)

5.4.5 Birch Basic Business Line (continued)

F. Birch Price Protection Plan (continued)

11. A Service Level Objective failure shall be deemed to commence upon the opening of a trouble ticket with BNM, as requested by Customer, and shall be deemed to terminate upon the clearing of the same trouble ticket. No failure shall be deemed to have occurred unless Customer has provided reasonable assistance in an effort to diagnose the reported problem. Reasonable assistance includes, but is not limited to, requesting the opening of a trouble ticket from BNM promptly, providing Birch access to Customer's premises, if necessary, and assisting Birch with problem identification and resolution.
12. Customer shall be responsible at all times for the proper installation, operation and maintenance of any Customer-provided equipment used in connection with the Services. In addition, Customer shall ensure that all such equipment is technically and operationally compatible with the Services and in compliance with applicable laws and regulations.
13. If Customer relocates to another location in a Birch market where the same Services are available, Customer may transfer Services to the new location if the new Services equal or exceed the number of lines at the old location, upon payment of installation charges for the new location, if applicable; however, rates may vary by location, and Customer's rates may increase.
14. Services are for Customer's use only and may not be resold, and the term service agreement may not be transferred or assigned, by operation of law or otherwise, without Birch's prior written approval. Any attempted assignment or transfer without Birch's prior written approval shall be void.
15. In the event a governmental agency determines the term service agreement violates any law, rule or regulation, Birch shall have the option of terminating the term service agreement without further obligation to Customer or revising such agreement to comply with such law, rule or regulation.

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4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.4 Service Rates (continued)

5.4.5 Birch Basic Business Line (continued)  
 F. Birch Price Protection Plan (continued)

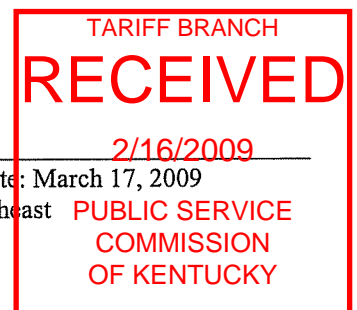
16. Birch Price Protection Plan Rates

a. Toll Service for calls from Customer's Premises in Kentucky to any point in Kentucky:

<u>12-Month Term Commitment</u>	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>	
No Volume Commitment	\$.059	30 seconds	6 seconds	(I)
\$10.00 Volume Commitment	.055	30 seconds	6 seconds	(I)
\$50.00 Volume Commitment	.050	30 seconds	6 seconds	(I)
\$100.00 Volume Commitment (1)	.049	30 seconds	6 seconds	(I)
\$100.00 Volume Commitment	.045	30 seconds	6 seconds	(I)
\$250.00 Volume Commitment (1)	.044	30 seconds	6 seconds	(I)
\$250.00 Volume Commitment	.040	30 seconds	6 seconds	(I)
\$500.00 Volume Commitment	.035	30 seconds	6 seconds	(I)
\$1000.00 Volume Commitment (1)	.039	30 seconds	6 seconds	(I)

<u>24-Month Term Commitment</u>	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>	
No Volume Commitment	\$.059	30 seconds	6 seconds	(I)
\$10.00 Volume Commitment	.055	30 seconds	6 seconds	(I)
\$50.00 Volume Commitment	.050	30 seconds	6 seconds	(I)
\$100.00 Volume Commitment (1)	.049	30 seconds	6 seconds	(I)
\$100.00 Volume Commitment	.045	30 seconds	6 seconds	(I)
\$250.00 Volume Commitment (1)	.044	30 seconds	6 seconds	(I)
\$250.00 Volume Commitment	.040	30 seconds	6 seconds	(I)
\$500.00 Volume Commitment	.035	30 seconds	6 seconds	(I)
\$1000.00 Volume Commitment (1)	.039	30 seconds	6 seconds	(I)

(1) Effective March 1, 2004, these rates are only available to existing customers.



4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.4 Service Rates (continued)

5.4.5 Birch Basic Business Line (continued)

F. Birch Price Protection Plan (continued)

16. Birch Price Protection Plan Rates

b. Toll Free Service for calls from Customer's Premises in Kentucky to any point in Kentucky:

1. Rates

<u>12-Month Term Commitment</u>	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>	
No Volume Commitment (2)	\$.069	30 seconds	6 seconds	(I)
No Volume Commitment	.059	30 seconds	6 seconds	(I)
\$10.00 Volume Commitment	.055	30 seconds	6 seconds	(I)
\$50.00 Volume Commitment	.050	30 seconds	6 seconds	(I)
\$100.00 Volume Commitment (2)	.059	30 seconds	6 seconds	(I)
\$100.00 Volume Commitment	.045	30 seconds	6 seconds	(I)
\$250 Per Month Commitment (2)	.054	30 seconds	6 seconds	(I)
\$250 Per Month Commitment	.045	30 seconds	6 seconds	(I)
\$500 Per Month Commitment	.045	30 seconds	6 seconds	(I)
\$1000 Per Month Commitment (2)	.044	30 seconds	6 seconds	(I)

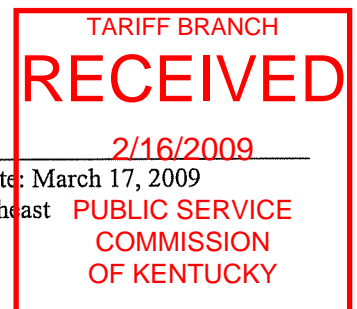
<u>24-Month Term Commitment</u>	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>	
No Volume Commitment (2)	\$.069	30 seconds	6 seconds	(I)
No Volume Commitment	.059	30 seconds	6 seconds	(I)
\$10.00 Volume Commitment	.055	30 seconds	6 seconds	(I)
\$50.00 Volume Commitment	.050	30 seconds	6 seconds	(I)
\$100.00 Volume Commitment (2)	.059	30 seconds	6 seconds	(I)
\$100.00 Volume Commitment	.045	30 seconds	6 seconds	(I)
\$250.00 Per Month Commitment (2)	.054	30 seconds	6 seconds	(I)
\$250.00 Per Month Commitment	.045	30 seconds	6 seconds	(I)
\$500.00 Per Month Commitment	.045	30 seconds	6 seconds	(I)
\$1000.00 Per Month Commitment (2)	.044	30 seconds	6 seconds	(I)

2. Toll Free Monthly Charge

1. Monthly Recurring Charge (1)	Per Line \$5.00	(C)
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(1) Monthly Recurring Charge is only applies to customers, subscribing to Birch PPP, who sign up for Toll Free Service after March 1, 2004.

(2) Effective March 1, 2004, these rates are only available to existing customers.



**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

5.4 Service Rates (continued)

5.4.6. Birch Business Volume Commitment Plans – Rates

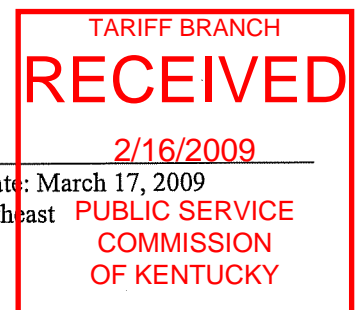
The volume commitment level can be met by a combination of Toll, Toll-free and Calling Card Services usage.

1. Toll Service

<u>Total Usage</u> <u>– No Volume Commitment</u>	Rate Per Minute (1)	Minimum	Billing Increment	
Total Usage – \$25.00 Volume Commitment Intrastate	Rate Per Minute \$.08	Minimum 30 seconds	Billing Increment 6 seconds	(I)
Total Usage – \$100.00 Volume Commitment (1) Intrastate	Rate Per Minute \$.07	Minimum 30 seconds	Billing Increment 6 seconds	(I)
Total Usage – \$250.00 Volume Commitment (1) Intrastate	Rate Per Minute \$.054	Minimum 30 seconds	Billing Increment 6 seconds	(I)
Total Usage – \$500.00 Volume Commitment (1) Intrastate	Rate Per Minute \$.065	Minimum 30 seconds	Billing Increment 6 seconds	(I)
Total Usage – \$1,000.00 Volume Commitment (1) Intrastate	Rate Per Minute \$.044	Minimum 30 seconds	Billing Increment 6 seconds	(I)

(1) See Section 5.4 preceding for rate per minute

(1) Effective March 1, 2004, these rates are only available to existing customers.



5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.4 Service Rates (continued)

5.4.6. Business Volume Commitment Plans – Rates (continued)

2. Toll-free Service

1. Rates

<u>Monthly Usage for Volume Commitment</u>	<u>Rate per minute</u>
No Volume Commitment	(1)
\$10.00 Volume Commitment	.069
\$25.00 Volume Commitment (2)	.069
\$100.00 Volume Commitment (2)	.069
\$250.00 Volume Commitment (2)	.064
\$500.00 Volume Commitment (2)	.059
\$1,000.00 Volume Commitment (2)	.054

2. Toll Free Monthly Charge

Per Line (C)  
 \$5.00

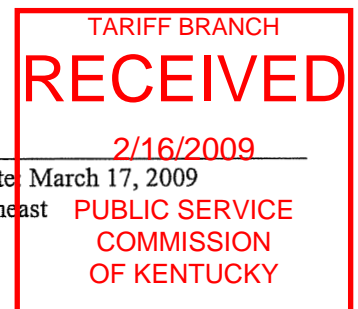
1. Monthly Recurring Charge

3. Calling Card

<u>Monthly Usage for Volume Commitment</u>	<u>Rate per minute</u>
No Volume Commitment	\$.20
\$10.00 Volume Commitment	.20
\$25.00 Volume Commitment (2)	.20
\$100.00 Volume Commitment (2)	.20
\$250.00 Volume Commitment (2)	.20
\$500.00 Volume Commitment (2)	.20
\$1,000.00 Volume Commitment (2)	.20

(1) See Section 5.4 preceding for rate per minute

(2) Effective March 1, 2004, these rates are only available to existing customers.



**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

5.4 Service Rates (continued)

5.4.7 Birch Long Distance Only

This service applies to Business customers that do not subscribe to the Birch Basic Business Line local exchange service.

A. Toll Service

For calls originating from Customer’s premises in Kentucky and terminating at any other point in Kentucky:

	<u>Per</u> <u>Minute</u>	<u>Minimum</u>	<u>Billing</u> <u>Increment</u>
\$100 Per Month Commitment	\$0.069	30 seconds	6 seconds
\$500 Per Month Commitment	0.065	30 seconds	6 seconds
Monthly Recurring Charge (for long distance only)			\$4.95 (I)

B. Toll Free Service

For calls terminating to Customer’s premises in Kentucky from any other point in Kentucky:

1. Rates

	<u>Per</u> <u>Minute</u>	<u>Minimum</u>	<u>Billing</u> <u>Increment</u>
\$100 Per Month Commitment	\$0.089	30 seconds	6 seconds
\$500 Per Month Commitment	0.089	30 seconds	6 seconds

2. Toll Free Monthly Charge

1. Monthly Recurring Charge	Per Line \$5.00
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**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

5.4 Service Rates (continued)

5.4.8 Reserved for Future Use

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Christopher J. Bunce, Vice President Legal, and General Counsel





**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

**5.5 Miscellaneous Service**

**5.5.1 Default Rate**

Default (also known as Casual) Rate: A per-minute rate, with a three-minute minimum, is applicable to interLATA or intraLATA intrastate calls placed by callers who access Birch Telecom service by dialing Birch’s 1010XXXX numbers or are no longer a Birch Telecom local customers but did not change their long distance carrier. This rate is applicable to residential and business lines for which Birch Telecom is not the presubscribed interexchange carrier.

This charge does not apply to any former residential or business customers who qualify for Birch Long Distance Only Plans.

Rate: \$ .99

**5.5.5.1 Out of Contract Rate**

The out of contract rate is the default rate the customer who is out of contract will be charged. Once a customer’s contract expires, they will no longer be given the discounted contract rate and they will be charged the out of contract rate.

Rate Maximum \$0.099

**5.5.2 Directory Assistance**

A. Local	Rate Per Request See Birch Telecom Kentucky P.S.C. No. 1 tariff for rates.	
B. Long Distance		
- Sent Paid	\$2.99	(I)
- Third Number, Special Billing , Calling Card	\$2.99	(I)
C. National		
-Sent Paid	\$2.99	(I)
-Third Number, Special Billing, Calling Card	\$2.99	(I)

**5.5.2.1 [Reserved for future use]**



**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

5.5 Miscellaneous Service

5.5.2 Non-recurring charges

Non-recurring service charges apply to all Birch business and residential products

Toll Service non-recurring charge

Add validated account codes, per account, per request	\$10.00
Replace all/change all digit length account codes, per account	50.00

Toll Free non-recurring charges

Add toll free number to account, per number	\$10.00
Move toll free number from one account to another, per number	5.00
Change number, restriction, terminating number, per number	5.00

5.5.3 International Block

International Block will allow both IntraLATA and InterLATA calls to complete for any number on the North American Dialing Plan (NADP) but block any international call attempted. The NADP include all of the mainland U.S, off shore U.S, Canada, and all 809 NPA's. This feature will be provided on a demand basis and is available to business and residential customers. Business or Residential customers who request this feature, after the customer has converted their local service to Birch, will be billed the non-recurring charge. The non-recurring charge will be waived if the customer request this feature at the time of conversion

A. Rates and Charges

The following rates and charges apply in addition to the established rates and charges for the services with which this feature is associated.

	<u>Monthly Rates</u>	<u>Non recurring Charge</u>
International Block	\$0.00	\$10.00



**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

5.5 Miscellaneous Service

5.5.4 Location-to-Location Long Distance Calling Plan

Location-to-Location Long Distance Calling Plan is an offering available to new multi-location Birch Basic Business Line or BirchLink T service Customers who sign a term agreement for no greater than five lines. The Customer subscribing to this Plan will receive a discounted dial "1" long distance rate for up to five lines at only those Customer locations in which Customer has selected the Company as its presubscribed interexchange carrier. Eligible locations under Customer's account must be within a parent/child billing relationship. The Location-to-Location rates are only applicable for calls originating from one Birch local service line at a Customer location and terminating to another Birch local service line at any other of Customer's locations under the same account. All other calls, such as Toll-Free Service calls, etc., will be charged the applicable tariffed rate associated with the Customer's separately selected long distance calling plan.

A. Toll Service

For calls originating from one local Birch service line at Customer's premises and terminating at a separate local Birch service line at any other of Customer's premises under the same Customer account:

	<u>Per Minute</u>
Rate	\$0.02
	<u>Per Line</u>
Monthly Recurring Charge	\$29.00

B. Toll-Free Service

See Customer's selected Birch Long Distance Plan.

C. Calling Card Service

See Customer's selected Birch Long Distance Plan.



**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

5.5 Miscellaneous Service

5.5.5 Service Order Charges

Service Order Charges apply for changes in service and for additions to service. Service Order Charges are in addition to all other applicable nonrecurring charges identified in this tariff.

<b>Charge</b>	<b>Price</b>
Feature Add or Change	\$10.00 per Order
Basic Service Change	\$10.00 per Order
Establishing or Re-arranging Hunting	\$10.00 per Order
Directory Listing Change	\$10.00 per Order
Invoice Change	\$25.00 per Order
Transfer of Service	\$25.00 per Order
TN Change	\$25.00 per Order
Line Signaling Change	\$25.00 per Order
Vanity Number Search	\$25.00 per Order
Establishing Dual Service	\$25.00 per Order
Expedite Service Charge (LWC/UNE)	\$50.00 per Order
Expedite Service Charge (Facilities)	\$200.00 per Day per Line
Expedite Service Charge (T1 Circuits)	\$595.00 per Day per Circuit

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Christopher J. Bunce, Vice President Legal, and General Counsel



**5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**

**5.5 Promotions**

From time to time, the Company may elect to offer special promotions to its customers. These promotions will generally consist of a reduced price, a waiver of installation charges, or a free service with a purchase of another service.

Any promotional waiver or discounted rate will apply only one time per customer for each service in any given wire center prefix during the course of the promotional period, subject to prior notification and approval by the Commission.

The Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion and the exchanges within which the promotion will be offered. If facilities permit, all residence and/or business customers will be offered the same opportunity to take advantage of the same terms and conditions under the promotions in which to subscribe to residence or business services.

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Christopher J. Bunce, Vice President Legal, and General Counsel



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES**

(N)

All Services listed in this section are grandfathered to existing Customers at their existing locations. If the Customer of record changes, or if the Service is moved or disconnected the Service will no longer be available and the Customer must subscribe to an alternate Service.

**6.1 Primus Services**

**6.1.1 General Description of Services**

Carrier provides interexchange and where allowed, intraLATA toll telecommunications services, including switched and dedicated access long distance communications service. Calls are rated based on the duration of the call.

Switched network service are designed for business and residential use. Unless otherwise identified in the service description, calls are billed in six (6) second increments and minimum call duration for billing purposes is thirty (30) seconds. No minimum commitment is required. Calls originate from Customer-provided standard business or residential switched access lines. Presubscribed service is available from equal access originating end offices only. Travel service calls may be made from any area in the state.

**6.1.2 Primus Business Link\***

Primus Business Link is a basic long distance offering to dial 1 +, toll free, and calling card services to non-residential customers. Customers on this plan are subject to the following rates and charges for both domestic and international calling. Billing is in initial (30) thirty second and additional (6) six increments with a minimum calling duration of thirty (30) seconds.

**6.1.3 Planet Talk\***

Planet Talk is offered to new on-net customers that have non-residential business lines. Customers must originate all outbound calls from the following LATAs: 132, 236, 458, 460, 730, 952. Customers on this plan are subject to the rates set forth below. These rates are only available to locations that are on-net. Billing is in initial six (6) second and additional six (6) second increments.

**6.1.4 Global Passport Card**

Global Passport Card service is available to business Customers of Carrier's long distance services. Customers will reach Carrier's network via a toll free number. A Customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Customer's regular monthly bill.

"Primus Business Link and Planet Talk have been grandfathered and are no longer available to new Subscribers.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.1 Primus Services (Cont'd.)

6.1.5 Primus Pre-Paid Calling Card\*

Primus Pre-Paid Calling Card (or debit card) allows customers to pay a fixed dollar amount in advance for long distance calling. Customers must dial an access code from a touch tone phone to use the service. Card accounts are decremented for each minute of use; fractional call minutes are rounded up to the nearest full minute. As calls are placed, charges for the call are deducted on a real-time basis until the full amount of the card is exhausted. Customers will be notified in advance of the exhaustion of the card. An expiration date, if applicable, is printed on the card. Calls are limited to direct dial calls. Calls to 700 or 900 numbers are blocked.

The Primus Pre-Paid Calling Card is available for use twenty-four hours a day, seven days a week. Taxes are included in the purchase price of the card.

A Pre-Paid Calling Card account is established upon receipt of payment by the Company. The Company reserves the right to determine acceptable types of payment.

6.1.6 Spectra Basic Service

Spectra Basic Service consists of switched outbound calling plans targeting business Customers with an estimated minimum monthly usage of at least \$50.00. Calls are billed in six (6) second increments following a minimum billing period of six (6) seconds. There are no minimum monthly usage requirements; however, Customers spending less than \$50.00 will be billed a monthly charge of \$5 .00. Intrastate service is offered in conjunction with Interstate service.

6.1.7 Spectra Dedicated Service

Spectra Dedicated Service is a combined dedicated T 1 access outbound and inbound calling plan targeting business Customers with an estimated minimum monthly usage of at least \$2,500.00. Calls are billed in six (6) second increments following a minimum billing period of six (6) seconds. Intrastate service is offered in conjunction with Interstate service.

\*Primus Pre-Paid Calling Card has been grandfathered and is no longer available to new Subscribers.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.1 Primus Services (Cont'd.)

6.1.8 Global Access Direct Service

Global Access Direct Service is an outbound calling plan that is accessed via a Company• designated toll-free access number. Calls are billed in six (6) second increments following a minimum billing period of thirty (30) seconds. There are no minimum monthly usage requirements, however, Customers spending less than \$50.00 will be billed a monthly charge of \$5.00. The plan does not require that the Customer be presubscribed to Primus, nor does it require an authorization code. The plan only requires that the calling number be recognized as belonging to Global Access Direct subscriber. Calls from non-equal access areas, cellular phones, or any other form of call origination that fails to deliver automatic number identification (ANI) to Primus, will be blocked. Intrastate service is offered in conjunction with Interstate service. The company reserves the right to periodically review its usage records to ensure that Customers are subscribed to the plans that best align with their demonstrated volumes.

6.1.9 Primus Passport Postpaid Service

Primus Passport Postpaid Service is available in conjunction with other Primus services, or as a stand-alone offering. The service is typically used for originating telephone calls while away from home or office. Service is accessed by dialing the Company-designated toll-free access number, a valid authorization code, and the destination number. Depending on the rate plan, calls are either billed in (a) six (6) second increments following a minimum billing period of thirty (30) seconds, or (b) sixty (60) second increments following a minimum billing period of sixty (60) seconds.

Intrastate service is offered in conjunction with Interstate service. Residential Subscribers to this service must satisfy a \$10 per month billing minimum, otherwise a low usage maintenance fee of \$5 will be assessed in each applicable month.

Enhanced calling features are available with Primus Passport & Postpaid Service. These services may involve additional charges.

(N)





**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.1 Primus Services (Cont'd.)

6.1.10 Spectra Toll-Free Service

Spectra Toll-Free Service is a switched inbound calling plan targeted to Customers with an estimated minimum monthly usage of at least \$50.00. Calls are billed in six (6) second increments following a minimum billing period of six (6) seconds. There are no minimum monthly usage requirements. Intrastate service is offered in conjunction with Interstate service.

6.1.11 Spectra Dedicated Toll-Free Service

Spectra Dedicated Toll-Free Service is a combined dedicated T-1 inbound calling plan targeting business customers with an estimated minimum monthly usage of at least \$2,500.00. Calls are billed in six (6) second increments following a minimum billing period of six (6) seconds. Interstate service is offered in conjunction with interstate service.

6.1.12 LCR Best Business Service

LCR Best Business Service is a switched service designed for former business Subscribers of Primus' affiliate, Least Cost Routing, Inc. Calls are billed in sixty (60) second increments. No monthly minimum required.

6.1.13 SME 2000 Service

SME 2000 Service is a switched service designed for residential Subscribers only, with active international calling. Calls are billed in six (6) second increments. Subscribers to this service must satisfy a \$10 per month billing minimum, otherwise a low usage maintenance fee of \$5 shall be assessed in each applicable month.

6.1.14 DVD 2000 Service

DVD 2000 Service is a switched service designed for both business and residential Subscribers with limited international calling. Calls are billed in six (6) second increments. No monthly minimum required

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.1 Primus Services (Cont'd.)

6.1.15 SME Casual Caller Service

SME Casual Caller Service is a switched service designed for both business and residential users who make a small amount of long distance calls each month. Specifically, Customers who are not PICed to Primus using dial around services or have not established an account directly with Primus receive the rates associated with this Service. Calls are billed in sixty (60) second increments. Residential Subscribers of this service must satisfy a \$10 per month billing minimum, otherwise a low usage maintenance fee of \$5 will be assessed in each applicable month.

6.1.16 Business VoiceLink Service\*

Business VoiceLink Service is a switched service designed for both business and residential Subscribers in which intrastate calls comprise the minority of all calls. Calls are billed in six (6) second increments. Residential Subscribers of this service must satisfy a \$10 per month billing minimum, otherwise a maintenance fee of \$5 will be assessed in each applicable month.

\*Business VoiceLink Service has been grandfathered and is no longer available to new Subscribers.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.1 Primus Services (Cont'd.)

6.1.17 Voice Solutions 1 Service\*

Voice Solutions 1 Service is a switched service designed for both business and residential Subscribers. On average, the majority of these Subscribers' calls are intrastate toll calls. Calls are billed in six ( 6) second increments. Residential Subscribers of this service must satisfy a \$10 per month billing minimum, otherwise a low usage maintenance fee of \$5 will be assessed in each applicable month.

6.1.18 TeraFon Service

TeraFon is a fully-integrated business service designed to meet the communication needs of businesses with outbound and/or inbound service requirements. TeraFon provides both switched and dedicated access capabilities. All services, switched and dedicated, inbound and outbound, are billed in six (6) second increments with a six (6) second minimum billing period.

TeraFon encompasses several pricing options with varying Minimum Monthly Revenue Commitments ("MMRC") that reflect common spending patterns of the business customer. International, interstate, intrastate and calling card calls contribute to the calculation of gross monthly usage associated with the corresponding MMRC. Directory assistance and operator service charges do not apply to the calculation of gross monthly usage.

The MMRC is applied to a single access type (switched or dedicated). The MMRC may be applicable to a single service type (outbound, inbound or travel) or to a combination of the three service types outbound, inbound and travel). An account with inbound, outbound and travel service, utilizing the same access type, will only have one MMRC.

Each TeraFon account will benefit from a 90-day ramp-up period in which to accrue sufficient usage to meet the corresponding MMRCs. Once the ramp-up period has expired, customers billing less than the product MMRC will automatically be assessed a fee equivalent to the difference between actual gross usage and the pre-determined MMRC amount. Several TeraFon service options contain term plan agreements. Customers terminating service prior to the expiration date of their term plan agreement will be assessed the MMRC for the months remaining in the term plan agreement. The termination liability will be billed in one lump sum and payment is required within thirty (30) days of cancellation.

\* Voice Solutions 1 Service has been grandfathered and is no longer available to new Subscribers.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.1 Primus Services (Cont'd.)

6.1.18 TeraFon Service (Cont'd)

TeraFon Basic Switched Service\*

TeraFon Basic Switched Service affords both outbound capabilities over switched access lines. Inbound calling capabilities terminate to customer-provided business switched access lines. Residential Subscribers of this service must satisfy a \$10 per month billing minimum, otherwise a w usage maintenance fee of \$5 will be assessed in each applicable month.

TeraFon 1000 Switched Service

This service is available to customers who commit to an MMRC of \$1000 per month and twelve (12) month term plan. TeraFon 1000 service affords both outbound dialing capabilities over switched facilities. TeraFon 1000 inbound calls terminate over customer- provided business switched access lines. Residential Subscribers of this service must satisfy a \$10 per month billing minimum, otherwise a low usage maintenance fee of \$5 will be assessed in each applicable month

TeraFon 5000 Switched Service

This service is available to customers who commit to an MMRC of \$5000 per month and twelve (12) month term plan.

TeraFon Basic Service for Home\*

TeraFon Basic Service for Home is a direct dial service available to residential customers. All calls originate in one (1) minute increments with an initial call duration for billing purposes of one ( 1) minute.

\*TeraFon Basic Switched Service and TeraFon Basic Service for Home have been grandfathered and are no longer available to new Subscribers

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.1 Primus Services (Cont'd.)

6.1.19 Primus Business Switch Service

Primus Business Switch Service is a dial 1 and toll free 800 voice offering designed for business customers that generate a minimum amount of \$25 per month. This product includes a monthly minimum usage requirement of \$50. Failure to satisfy this minimum commitment shall result in a low usage fee of \$15 being assessed in any month the commitment is not satisfied. The billing increments for this product are thirty (30) seconds initial/minimum and six (6) seconds each additional increment.

6.1.20 Globe Talk Plan GP\*

Globe Talk Plan GP is an outbound only switched service. Calls are billed in sixty second increments.

6.1.21 Primus Residential Switch Service\*

Primus Residential Switch Service is a dial 1 voice offering for residential customers and is offered in conjunction with interstate calling plans. Minimum long distance usage requirements are set forth in the applicable interstate calling plan. The billing increments for this product are sixty (60) seconds initial/minimum and sixty (60) second each additional increment.

6.1.22 Primus ICM Passport Card Service\*

Primus ICM Passport Card Service is offered in conjunction with the Primus Residential Switch Service and accompanying interstate/international calling plans. Customers will reach Carrier's network via a toll free number. A Customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Customer's regular monthly bill.

6.1.23 PRI Wireless Plan\*

PRI Wireless is a wireless, inbound only service. Calls are billed in sixty (60) second increments.

\*Globe Talk Plan GP, Primus Residential Switch Service, Primus ICMT) Wireless Plan are grandfathered and are no longer available

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.1 Primus Services (Cont'd.)

6.1.24 Endless Talk Service

Endless Talk Service is an outbound only residential product with a flat monthly fee for all intrastate and interstate long distance calls (taxes and surcharges are not included in this fee). Usage charges for calls made using the Endless Talk calling card are not included in the flat monthly fee and are additional. Calls are billed in six (6) second increments following an initial billing period of thirty (30) seconds.

6.1.24 Primus AO Service

Primus AO Service is available to subscribers who signed up for Primus service through Lower My Bills, an authorized agent of Primus. International and interstate services are offered in conjunction with intrastate service. Calls are billed in sixty (60) second increments and online billing is free. Residential Subscribers to this service are required to satisfy a \$10 per month billing minimum. Otherwise, a low usage maintenance fee of \$5 will apply in each applicable month.

6.1.25 Primus CP Service Standards

Standard CP Service is available to subscribers who sign up for Primus service through one of Primus's authorized Channel Partners. International and interstate services are offered in conjunction with intrastate service. No monthly minimum is required, but a monthly low usage fee of \$15 may apply if Customer's long distance usage charges (excluding any taxes, surcharges or other fees) total less than \$25 in any month.

6.1.26 Primus CP Service Mid West Mania!

Mid-West Mania! Service is available to subscribers who sign up for Primus service through one of Primus' s approved channel partners, and is designed for customers who make a substantial number of intrastate calls in any of the following states in the mid-west: OH, IL, IN, and/or MI. International and interstate services are offered in conjunction with intrastate services. Minimum volume commitment of at least \$50 per month is required and one (1) year term commitments may be required for customers in OH, IL, IN and/or MI to receive the most aggressive per minute intrastate rates. If customer does not satisfy minimum volume commitment in any month, Primus will invoice the customer the difference between customer's actual usage charges and the minimum volume commitment. A per invoice, Paper Bill Fee will be charged. This fee will be waived for customers that sign up for Primus's on-line billing service at www.myprimus.com. Calls are billed in six (6) second increments following an initial billing period of thirty (30) seconds.

\*Primus AO Service has been grandfathered and is no longer available to new subscribers.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.1 Primus Services (Cont'd.)

6.1.27 Primus CP Services - Sizzlin' Summer 2004 (Dedicated).\*

Sizzlin' Summer 2004 is a promotional dedicated service available to Subscribers who sign up for Primus service through one of Primus's approved channel partners. Sizzlin' Summer 2004 is a commercial only product, designed for businesses that make a large number of intrastate calls within any of the following states: Maryland, Ohio, Virginia. International and interstate services are offered in conjunction with intrastate services. Calls are billed in six (6) second increments following an initial billing period of thirty (30) seconds. A one (1) year term commitment and a \$1,000 monthly minimum commitment per T-1 ("MMC") are required. Usage charges only may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the subscriber does not bill the MMC, then for that applicable month, customer will be charged the difference between its actual usage charges and the MMC. Calling cards are available with this service.

6.1.28 Talk Smart – Talk A Little Service

Talk Smart - Talk A Little Service is an outbound only residential product available to subscribers who sign up for Primus service through one of Primus's approved channel partners and has a flat monthly fee for all intrastate and interstate long distance calls up to 650 minutes per month. All intrastate and interstate usage over the 650 minutes will be charged on a per minute basis. International and interstate services are offered in conjunction with intrastate services. Taxes and surcharges are not included in the monthly fee. Calls are billed in six (6) second increments following an initial billing period of thirty (30) seconds. No term commitment is required. Calling Cards are not available with this service.

6.1.29 Talk Smart – Talk A Lot Service

Talk Smart - Talk A Lot Service is an outbound only residential product available to subscribers who sign up for Primus service through one of Primus's approved channel partners and has a flat monthly fee for all intrastate and interstate long distance calls up to 1,000 minutes per month. All usage over the 1,000 minutes will be charged on a per minute basis. International and interstate services are offered in conjunction with intrastate services. Taxes and surcharges are not included in the monthly fee. Calls are billed in six (6) second increments following an initial billing period of thirty (30) seconds. No term commitment is required. Calling cards are not offered with this service.

\* This service is grandfathered and is not available to new Subscribers.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.1 Primus Services (Cont'd.)

6.1.30 Primus CP Services California Golden

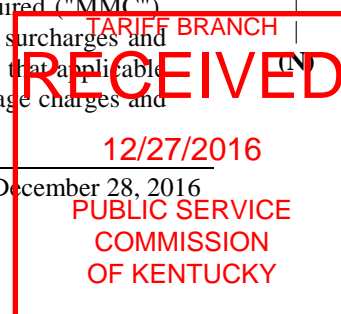
California Golden is dedicated service available to subscribers who sign up for Primus service through one of Primus's approved channel partners. California Golden Service is a commercial only product, designed for businesses that make a large number of intrastate calls within the state of California. International and interstate services are offered in conjunction with intrastate services. Calls are billed in six (6) second increments following an initial billing period of eighteen (18) seconds. A one (1) year term commitment and a \$1,000 monthly minimum commitment per T-1 ("MMC") are required. Usage charges only may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the subscriber does not bill the MMC, then for that applicable month, customer will be charged the difference between its actual usage charges and the MMC. Calling cards are available with this Service.

6.1.31 Primus CP Services Falling For New England

Falling for New England ("New England") is a switched service available to Subscribers who sign up for Primus service through one of Primus's approved channel partners. The New England plan is available both to residential and commercial Subscribers that make a large number of intrastate calls within any of the following northeastern states: CT, ME, MA, NH, NJ, RI, and VT. International and interstate services are offered in conjunction with intrastate services. Calls are billed in six (6) second increments following an initial billing period of thirty (30) seconds. A per invoice, Paper Bill Fee will be charged. This fee will be waived for Subscribers who sign up for Primus's on-line billing service at W\Vw.myprimus.com. No term commitment is required, but a monthly minimum commitment of \$15 per account is required ("MMC"). Usage charges only may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the Subscriber does not bill the MMC, then for that applicable month, Subscriber will be charged the difference between its actual usage charges and the MMC. Calling cards are available with this Service.

6.1.32 Primus CP Services Flex Plan (Switched)

Flex Plan is a switched service available to Subscribers who sign up for Primus service through one of Primus's approved channel partners. Flex Plan is available both to residential and commercial Subscribers that make a large number of intrastate calls within any of the following states: CO, GA, IL, IN, MD, MI, OH, TX, VA. International and interstate services are offered in conjunction with intrastate services. Calls are billed in six (6) second increments following an initial billing period of thirty (30) seconds. A per invoice, Paper Bill Fee will be charged. This fee will be waived for Subscribers who sign up for Primus's on-line billing service at www.myprimus.com. No term commitment is required, but a monthly minimum commitment of \$15 per account is required ("MMC"). Usage charges only may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the Subscriber does not bill the MMC, then for that applicable month, the Subscriber will be charged the difference between its actual usage charges and the MMC. Calling cards are available with this service.





**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.1 Primus Services (Cont'd.)

6.1.33 Primus CP Services - Call Vietnam Plan.

Call Vietnam Plan is a switched service available to Subscribers who sign up for Primus service through one of Primus's approved channel partners. The Call Vietnam Plan is designed for residential Subscribers who make a large volume of calls to Vietnam. International and interstate services are offered in conjunction with intrastate service. Intrastate calls are billed in initial thirty (30) second increments followed by six (6) second increments thereafter. No monthly minimum is required. Calling cards are available with this service

6.1.34 CP Services - Greece & Mexico Residential Plan.

The Greece & Mexico Residential Plan is a switched service available to Subscribers who sign up for Primus service through one of Primus's approved channel partners. The Greece & Mexico Residential Plan is designed for residential Subscribers only who male a large volume of calls to Greece and/or Mexico. Intrastate calls are billed in initial thirty (30) second increments followed by six (6) second increments thereafter. No monthly minimum is required. Calling cards are available with this service.

6.1.36 CP Services – SOHO Plan.

The SOHO Rate Plan is a switched service available to Subscribers who sign up for Primus service through one of Primus's approved channel partners. The SOHO Plan for commercial Subscribers only who make a large volume of calls to Greece and/or Mexico during local business hours. Intrastate calls are billed in initial thirty (30) second increments followed by six (6) second increments thereafter. No term commitment is required, but a monthly minimum commitment of \$15 per account is required ("MMC"). Usage charges only may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the Subscriber does not bill the MMC, then for that applicable month, the Subscriber will be charged the difference between its actual usage charges and the MMC. Calling cards are available with this Service.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.1 Primus Services (Cont'd.)

6.1.37 Primus LD – High Five Plan.

The Primus LD "High Five Plan" is a switched voice service available to residential and small business Subscribers who directly sign up for service with Primus, make a limited number of calls within the U.S. and/or to international locations, and prefer limited electronic interaction with the required, but a monthly minimum commitment of \$5 per account is required ("MMC"); provided, however, that if the Subscriber pays through the Primus Autopayment Plan (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account ("ACH")), then the MMC will be waived. Only usage charges may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the Subscriber does not bill the MMC, then for that applicable month, the Subscriber will be charged the difference between its actual usage charges and the MMC. Interstate and international services are offered in conjunction with intrastate services. Invoices are provided online at no additional charge; paper bills will be provided for a nominal fee. If Autopayment is selected in order to waive the MMC, paper bills are not available. Subscriber shall be assessed a \$5 fee each time an Autopayment is rejected by the Subscriber's financial institution for any reason. Virtual calling cards and wireless dial around are available with this plan.

6.1.38 Pemius LD – Triple Play Plan

Triple Play Plan is a switched voice service available to residential and small business Subscribers who directly sign up for service with Primus, make a higher volume of calls within the U.S. and/or to international locations, and prefer electronic interface with the company. No term commitment is required, but a monthly minimum commitment of \$10 per account is required ("MMC"). Only usage charges may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the Subscriber does not bill the MMC, then for that applicable month, the Subscriber will be charged the difference between its actual usage charges and the MMC. Interstate and international services are offered in conjunction with intrastate services. Invoices are only available online; no paper bills are available with this plan. Electronic payment is not required. For those Subscribers that do elect to pay their bills through the Primus Autopayment Plan (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account ("ACH")), Subscriber shall be assessed a \$5 fee each time an Autopayment is rejected by the Subscriber's financial institution for any reason. Virtual calling cards and wireless dial around services are available with this plan.



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.1 Primus Services (Cont'd.)

6.1.39 Primus LD- World B. Free USA Plan.

The Primus LD "World B. Free USA Plan" is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of state-to-state long distance calls within the US, and prefer electronic interface with the company. All intrastate calls are billed in sixty (60) second increments. No term commitment is required. This plan is for voice lines and usage only. Interstate and international services are offered in conjunction with intrastate services. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic autopayment by debit or credit card, or automatic deduction from a qualified checking or savings account ("ACH")) is required. Subscriber shall be assessed a \$5 fee each time an Autopayment is rejected by the Subscriber's financial institution for any reason. Only one "World B. Free USA Plan" per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). Travel cards and wireless dial around services are **not** available with this plan.

6.1.40 Primus LD- World B. Free China Plan

The Primus LD "World B. Free China Plan" is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of interstate long distance calls and calls to China and prefer electronic interface with the company. All intrastate calls are billed in sixty (60) second increments. No term commitment is required. This plan is for voice lines and usage only. Interstate and international services are offered in conjunction with intrastate services. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic autopayment by debit or credit card, or automatic deduction from a qualified checking or savings account ("ACH")) is required. Subscriber shall be assessed a \$5 fee each time an Autopayment is rejected by the Subscriber's financial institution for any reason. Only one "World B. Free China Plan" per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). Travel cards and wireless dial around services are **not** available with this plan.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.1 Primus Services (Cont'd.)

6.1.41 Primus LD - World B Free Israel Plan.

The Primus LD "World B. Free Israel Plan" is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of interstate long distance calls and calls to Israel and prefer electronic interface with the company. All intrastate calls are billed in sixty (60) second increments. No term commitment is required. This plan is for voice lines and usage only. Interstate and international services are offered in conjunction with intrastate services. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account ("ACH")) is required. Subscriber shall be assessed a \$5 fee each time an Autopayment is rejected by the Subscriber's financial institution for any reason. Only one "World B. Free Israel Plan" per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). No travel card is available with this plan.

6.1.42 Primus LD - World B Free Japan Plan.

The Primus LD "World B. Free Japan Plan" is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of interstate long distance calls and calls to Japan and prefer electronic interface with the company. All intrastate calls are billed in sixty (60) second increments. No term commitment is required. This plan is for voice lines and usage only. Interstate and international services are offered in conjunction with intrastate services. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic auto payment by debit or credit card, or automatic deduction from a qualified checking or savings account ("ACH")) is required. Subscriber shall be assessed a \$5 fee each time an Autopayment is rejected by the Subscriber's financial institution for any reason. Only one "World B. Free Japan Plan" per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). Travel cards and wireless dial around services are **not** available with this plan.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.2 Primus Rates (Cont'd.)

6.2.17 TeraFon Service

<u>TeraFon Basic Service*</u>	<u>Outbound</u>	<u>Inbound</u>
Rate Per Minute:	\$0.2850	\$0.1700
Low Usage Maintenance Fee:**	\$5.00	

<u>TeraFon 1000 Switched Service</u>	<u>Outbound</u>	<u>Inbound</u>
Rate Per Minute:	\$0.2500	\$0.1450
Calling Card Rate Per Minute:	\$0.235	
Low Usage Maintenance Fee:**	\$5.00	

<u>TeraFon 5000 Switched Service</u>	<u>Outbound</u>	<u>Inbound</u>
Rate Per Minute:	\$0.065	N/A*
*No Inbound Service		

TeraFon Basic Service for Home\*

All Calls are billed in one ( 1 ) minute initial and additional increments.

Rate Per Minute:	<u>Peak</u>	<u>Off-Peak</u>
	\$0.16	\$0.13

6.2.18 PRIMUS Business Switch Service

Rate Per Minute:	\$0.0770
Monthly Fixed Minimum:	\$25.00
Low Usage Fee:	\$15.00

6.2.19 Globe Talk Plan GP\*

Rate Per Minute:	\$0.15
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6.2.20 Primus Residential Switch Service\*

	<u>Peak</u>	<u>Off-Peak</u>
Rate Per Minute:	\$0.17	\$0.11
Paper Bill Fee (per invoice)	\$1.50	\$

6.2.21 Primus ICM Passport Card Service\*

	<u>Peak</u>	<u>Off-Peak</u>
Rate Per Minute:	\$0.25	\$0.25
Surcharge Per Call:	\$0.50	
Paper Bill Fee (per invoice)	\$1.50	

\*TeraFon Basic Service, TeraFon Swiched 100, TeraFon Basic for Home, Globe Talk GP, Residential Switch and ICM Passport Card Services have been grandfathered and are no longer available to new Subscribers.

\*\*Residential Subscribers only, each applicable month



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.2 Primus Rates (Cont'd.)

6.2.22	<u>PRI Wireless Plan</u>		
	Rate Per Minute:	\$0.25	
	Paper Bill Fee (per invoice)	\$1.50	
6.2.23	<u>Operator Assisted Services</u>	[Reserved]	
6.2.24	<u>Endless Talk Service</u>		
	Monthly Fee:	\$49.99	
	Calling Card Rate Per Minute:	\$ 0.15	
6.2.25	<u>Primus AO Service*</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$.1399	\$.1399
	Calling Card Rate Per Minute:	\$.1490	
	Calling Card Surcharge (per call):	\$.50	
	Paper Bill Fee:	\$1.00	
	Low Usage Fee, per applicable month	\$1.99	
6.2.26	<u>Primus CP Service-Standard</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	[Reserved for Future Use]	
	Calling Card Rate Per Minute:	[Reserved for Future Use]	
	Calling Card Surcharge, per call:	[Reserved for Future Use]	
	Paper Bill Charge:	[Reserved for Future Use]	
	Low Usage Fee, per applicable month:	[Reserved for Future Use]	
6.2.27	<u>Primus CP Service- Mid West Mania!</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$.150	\$.150
	Calling Card Rate Per Minute:	[Reserved for Future Use]	
	Calling Card Surcharge, per Call	[Reserved for Future Use]	
	Paper Bill Charge:		\$1.99
	Low Usage Fee, per applicable month:		\$15.00
6.2.28	<u>Primus CP Services Sizzlin' Summer 2004 (Dedicated)</u>		
		<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$0.130	\$0.130
	Calling Card Rate Per Minute:	\$0.150	N/A
	Paper Bill Fee:	\$3.00 per invoice	

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.2 Primus Rates (Cont'd.)

6.2.29 Talk Smart – Talk A Little Service.

Monthly Fee:	\$19.99		
		<u>Outbound</u>	<u>Inbound</u>
Rate Per Minute (after 650 minutes):		\$.150	N/A
Calling Card Rate Per Minute:		N/A	N/A
Paper Bill Fee:	\$1.50 per invoice		

6.2.30 Talk Smart – Talk A Lot Service

Monthly Fee:	\$29.99		
		<u>Outbound</u>	<u>Inbound</u>
Rate Per Minute (after 1,000 minutes)		\$.150	N/A
Calling Card Rate Per Minute:		N/A	N/A
Paper Bill Fee:	\$1.50 per invoice		

6.2.31 Primus CP Services – California Golden

		<u>Outbound</u>	<u>Inbound</u>
Rate Per Minute:		\$0.130	\$0.130
Calling Card Rate Per Minute:		\$0.150	N/A
Paper Bill Fee:	\$3.00 per invoice		

6.2.32 Primus CP Services – Falling for New England

		<u>Outbound</u>	<u>Inbound</u>
Rate Per Minute:		\$0.150	\$0.150
Calling Card Rate Per Minute:		\$0.150	N/A
Paper Bill Fee:	\$3.00 per invoice		

6.2.33 Primus CP Services – Flex Plan (Switched)

		<u>Outbound</u>	<u>Inbound</u>
Rate Per Minute:		\$0.150	\$0.150
Calling Card Rate Per Minute:		\$0.150	N/A
Paper Bill Fee:	\$1.50 per invoice		

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.2 Primus Rates (Cont'd.)

6.2.34 CP Services – Greece & Mexico Residential Plan

	<u>Outbound</u>	<u>Inbound</u>
Rate Per Minute:	\$0.510	\$0.150
Calling Card Rate Per Minute:	\$0.150	N/A
Paper Bill Fee: \$1.50 per invoice		

6.2.35 CP Services – SOHO Plan

	<u>Outbound</u>	<u>Inbound</u>
Rate Per Minute:	\$0.150	\$0.150
Calling Card Rate Per Minute:	\$0.510	N/A
Paper Bill Fee: \$1.50 per invoice		

6.2.36 Primus LC – High Five Plan

	<u>Outbound</u>	<u>Inbound</u>
Rate Per Minute:	\$0.09	N/A
Calling Card Rate Per Minute:	\$0.09	
Wireless Dial Around Rate Per Minute:	\$0.09	
Paper Bill Fee (monthly):	\$2.00	
Paper Copy of Welcome Kit:	\$1.00	
One time Web Payment Fee:	\$2.00	
Local Connect Surcharge:	\$1.50	

6.2.37 Primus LC – Triple Play Plan

	<u>Outbound</u>	<u>Inbound</u>
Rate Per Minute:	\$0.09	N/A
Calling Card Rate Per Minute:	\$0.09	
Wireless Dial Around Rate Per Minute:	\$0.09	
Local Connect Surcharge:	\$1.50	
Paper Copy of Welcome Kit:	\$1.00	
One Time Web Payment Fee:	\$2.00	
Local Connect Surcharge:	\$1.50	

(N)





**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.2 Primus Rates (Cont'd.)

6.2.38 Primus LD- World B. Free USA Plan

	Outbound	Inbound
Rate Per Minute	\$0.09	N/A
Paper Copy of Welcome Kit:	\$1.00	
One time Web Payment Fee:	\$2.00	
recharge:	\$1.50	

6.2.39 Primus LD- World B. Free China Plan

	Outbound	Inbound
Rate Per Minute:	\$0.09	N/A
Paper Copy of Welcome Kit:	\$1.00	
One time Web Payment Fee:	\$2.00	
Local Connect Surcharge:	\$1.50	

6.2.40 Primus LD - World B. Free Israel Plan

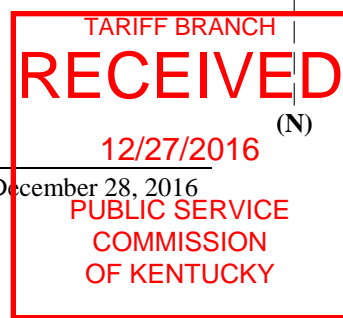
	Outbound	Inbound
Rate Per Minute	\$0.09	N/A
Paper Copy of Welcome Kit:	\$1.00	
One time Web Payment Fee:	\$2.00	
Local Connect Surcharge:	\$1.50	

6.2.41 Primus LD- World B. Free Japan Plan

	Outbound	Inbound
Rate Per Minute	\$0.09	N/A
Paper Copy of Welcome Kit:	\$1.00	
One time Web Payment Fee:	\$2.00	
Local Connect Surcharge:	\$1.50	

6.2.42 Primus LD- World B. Free Asia Plan

	Outbound	Inbound
Rate Per Minute	\$0.09	N/A
Paper Copy of Welcome Kit:	\$1.00	
One time Web Payment Fee:	\$2.00	
Local Connect Surcharge:	\$1.50	



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.2 Primus Rates (Cont'd.)

6.2.43 Primus LD- World B. Free Europe Plan

	Outbound	Inbound
Rate Per Minute:	\$0.09	N/A
Paper Copy of Welcome Kit:	\$1.00	
One time Web Payment Fee:	\$2.00	
Local Connect Surcharge:	\$1.50	

6.2.44 Primus LD- World B. Free South America Plan

	Outbound	Inbound
Rate Per Minute:	\$0.09	N/A
Paper Copy of Welcome Kit:	\$1.00	
One time Web Payment Fee:	\$2.00	
Local Connect Surcharge:	\$1.50	

6.2.45 Long Distance Directory Assistance Service

Spectra Basic	\$0.70 per minute
Spectra Dedicated	\$0.70 per minute
SME Casual Caller	\$0.95 per inquiry
LCR Best Business Service	\$0.95 per minute
SME 2000 Service	\$0.95 per minute
DVD 2000 Service	\$0.95 per minute
TeraFon Basic Switched	\$0.95 per minute
TeraFon 1000 Service	\$0.95 per minute
TeraFon Basic Service for Home	\$0.95 per minute
All other services	\$0.68 per inquiry

(N)



6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)

(N)

6.3 Services for Former Cable and Wireless Customers

6.3.1 Intrastate Services Offered

Primus shall offer the Intrastate Services previously offered by C&W USA in Kentucky. Because Primus did not purchase the trademark or other intellectual property of C&W, the Interstate Services offered to such customers are functionally the same but are now referred to as CLD, CF, CE, CVNS, CV, CVS, CSD, CBFI, CBFB, CC, CG, CR, CToll Free in this Tariff. **All services described herein are grandfathered as of the effective date and are no longer available to new Primus subscribers.**

6.3.1.1 CLD and CFS are traditional outbound Services for switched access Customers. CToll Free is the inbound Service option for CLD and CF Services

6.3.1.2 CE uses dedicated access for both outbound and inbound Service.

6.3.1.3 CVNS, CV, CS, CSD, CBFI, CBFB, CC, CG and CR are integrated offerings of inbound and outbound Services with switched or dedicated access, that provide unified Service for single or multi .. location Customers.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.3 Services for Former Cable and Wireless Customers (Cont'd.)

6.3.1. Intrastate Services Offered (Cont'd)

6.3.1.4 CPCC Service (prepaid calling card) enables the Card Holder to complete an outbound direct dial call from any touch-tone or rotary telephone in Kentucky. Service is accessed by dialing a designated Toll Free number and a card identification number.

The Customer has an option to "Recharge" available balance on the CPCC Service card. If a card is Recharged, after the earlier of when the Card's value balance first becomes zero or the expiration of the Card's validity period, for each call placed through the Card, the Card's then-remaining recharge amount balance shall be decremented at the rate applicable to the Plan specified by the Customer. The Recharge rates assumes that Primus shall pay to the applicable taxing entity any applicable Federal excise and state and local telecommunications taxes and surcharges computed based on the Recharge rates. Each such call shall be decremented in 6-second increments with a 30-second minimum decrement per call. In addition, the Card's then-remaining Recharge Amount balance shall be decremented for any applicable local, state or international taxes and surcharges. When a Card's then-remaining Recharge amount balance, based on the call then in progress, is thirty (30) seconds an announcement shall be made indicating that the call shall be automatically terminated when the Card's Recharge Amount balance becomes zero

The maximum dollar value of each Recharge Amount shall be \$50.00. To Recharge a Card, the Cardholder shall call a designated toll-free number and, in response to the automated voice prompts, provide (i) its account number for a major credit card accepted by Primus, (ii) PIN, and (iii) other pertinent information. A Recharge amount may be used by the Cardholder only within one (1) year from the date the Cardholder Recharges its Card.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.3 Services for Former Cable and Wireless Customers (Cont'd.)

6.3.1 Intrastate Services Offered (Cont'd)

6.3.1.4 (Cont'd)

Each Recharge amount shall be non-refundable and shall be billed by Primus to the Cardholder via the Cardholder's designated credit card account. For any Recharge amount that a Cardholder fails to pay to Primus via the Cardholder's credit card account, the Customer shall pay such amount to Primus within fifteen (15) days of the Customer's receipt of written notice thereof from Primus.

If Primus notifies the Customer that a credit card company has notified Primus that a Recharge amount is non-collectable and if Primus provides to the Customer the supporting documentation that Primus has received from the credit card company with regard to such Recharge amount, the Customer shall pay such amount to Primus within fifteen (15) days after the Customer's receipt of Primus' notice.

Primus may immediately, and without prior notice to the Customer or the Cardholder, terminate the Recharge option for a particular PIN for any of the reasons for disconnection applicable to other Services and specified in Section 5.2 of this tariff. In the event the Recharge option is terminated for a particular PIN, Primus shall not be obligated to pay the Customer for any Recharge Payments associated with that PIN.

6.3.1.5 Alternative Channels Services

These services were formerly a group of interexchange switched services marketed under the name of T-NET - A Division of Cable & Wireless IJSA, Inc., via alternative distribution channels, including outside sales force.

A. CTL,D

A group of inbound and outbound service offerings with switched or dedicated access, available only via CT LD distribution channel. Minimum monthly usage requirements apply as well as monthly recurring charges. In addition to basic 1 + services, additional features are available:

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.3 Services for Former Cable and Wireless Customers (Cont'd.)

6.3.1 Intrastate Service Offered (Cont'd)

6.3.1.5 Alternative Channels Services (Con'd)

(1) Toll Free Features

Multi-Location Routing Features - billed on per feature, per toll-free number basis. A set-up fee and a change charge apply. The following are available:

- Day of Year
- Day of Week
- Time of Day
- Percent of Calls
- Area Code
- Area Code and Exchange

(2) Selected Coverage Blocking Features

Blocking features are available for selected area code or area code and exchange blocking. Services is billed on per feature, per toll-free number basis. A set-up fee and a change charge apply.

(3) Real Time ANI

A set - up fee applies.

(4) Programmable Toll Free

Permits Customer to redirect calls from one terminating location to another. A recurring monthly fee applies per each toll free number.

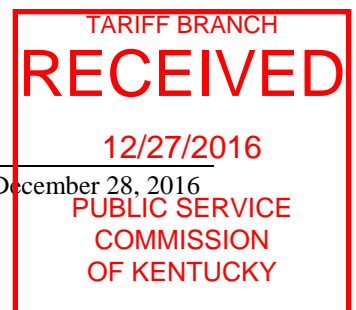
(5) Toll Free Directory Assistance Listing

Recurring monthly fee per toll free number.

(6) Accounting Features

Security and Alpha Account Codes have a per account charge.

(N)



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**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.3 Services for Former Cable and Wireless Customers (Cont'd.)

6.3.1 Intrastate Service Offered (Cont'd)

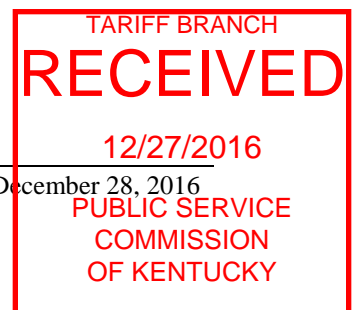
6.3.1.5 Alternative Channels Services (Cont'd)

(7) CDR Billing Charges

Set-up and monthly media charges.

Set-up and monthly media charge for weekly billing

(N)



6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)

(N)

6.3 Services for Former Cable and Wireless Customers (Cont'd.)

6.3.1 Intrastate Service Offered (Cont'd)

6.3.1.5 Alternative Channels Services (Cont'd)

B. Alternative Channel CBFI

A group of integrated inbound and toll free service offerings with switched and dedicated access, available via selected distribution channel. Minimum monthly usage requirements and/or term commitments may apply. customers may choose from several different rate plans, based on a combination of interstate and international rate levels, as well as other, administrative features available with each plan that best appeal to the customer. Switched outbound and inbound calls, dedicated inbound calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

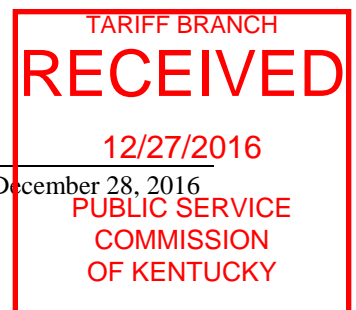
C. Premium Alternative Channel Long Distance V(PACLD)

An inbound, outbound switched access I+ service, available only via select distribution channel.

6.3.1.6 CC Services

A group of integrated inbound and toll free service offerings with switched and dedicated access, available to customers via selected distribution channel. Set up fees, other monthly fees and minimum monthly usage requirements may apply. Calling card and administrative features are available to CC customers. Switched outbound and inbound calls, dedicated inbound calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

(N)





**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.3 Services for Former Cable and Wireless Customers (Cont'd.)

6.3.1 Intrastate Service Offered (Cont'd)

6.3.1.7 CG Service

CG, offered in Conjunction with the Company's interstate CG service, provides the functionality and capabilities of a private network through the use of shared transmission facilities, operated by a single software-controlled management system. CG utilizes switched or dedicated access, is available to single or multi-location customers, and is compatible with most existing public and private networks. CG intrastate usage is billed at a flat rate that is not time of day or distance sensitive. Excluding Mexico, CG basic Outbound service is billed with an 18-second minimum, in 1 -second increments there after. Tollfree service associated with CG is billed in the same increments as CBFI set forth in Section 5.4 of this tariff. CG calling types include On-Net to On-Net, On-Net to Off-Net, Off-Net to On-Net, and Off-Net to Off-Net. Discounts off of CG usage may apply based upon customer's monthly traffic volume combined with a one to three year term commitment. Monthly recurring and non-recurring charges, Directory Assistance, and 976 calls do not apply in calculating volume discounts. Other optional CG customer features and capabilities are set forth in Primus' Schedules.\*

CG On-Net and Off-Net capability is defined below.

On-Net = CG customer locations connected to Primus network via dedicated access facilities.

Off-Net = CG location which accesses CG network via switched access; calls made by CG customer location terminating to a non-CG location.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.3 Services for Former Cable and Wireless Customers (Cont'd.)

6.3.1 Intrastate Service Offered (Cont'd)

6.3.1.8 CR Service

CR provides switched access, inbound and outbound service, at a flat rate that is not time of day or distance sensitive. Calls are billed in 6-second increments, after a 30-second per call minimum. Optional Conference call service, described in Section 5.3 of this tariff, is available to CR customers. A \$25 minimum monthly usage charge (MMUC) applies, excluding taxes and surcharges. If MMUC is not met, a \$3.00 charge will be assessed and added to Customer's invoice. Usage rates applicable to Conference Calling are set forth in Section 5.5 of this tariff.

Rate Per Minute

\$.1050

\*Formerly FCC tariffs. See Application of tariff, herein.

CG and CR service has been grandfathered and is no longer available to new subscribers.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.3 Services for Former Cable and Wireless Customers (Ciont'd.)

6.3.2 Billing Information

6.3.2.1 When a call is established in one time-of-day rate period and ends in another, the rate in effect at call origination applies to the entire call duration.

6.3.2.2 The hours included in a rate period (e.g., 8 am - 5 pm) apply from the first stated hour (e.g., 8 am) and continue to, but do not include, the second stated hour (e.g., 5 pm).

6.3.2.3 Unless otherwise specified, time-of-day rate periods are as follows:

Day: Monday - Friday, 8 a.m. - 5 p.m.

Evening\* : Sunday - Friday, 5 p.m. - 11 p.m.

Night/Weekend: All other times

Peak: Monday - Friday, 8 a.m. - 5 p.m.

Off-Peak\*\* : All other times

\*Evening rate applies during Holidays, unless a lower rate would normally

\*\*Off-Peak rate applies during Holidays.

6.3.2.4 Minimum Call Completion Rate: The Primus network is designed to insure that no more than 5% of all calls are blocked during the busy hour of the average business day. The network circuits are designed and engineered to provide high quality transmission of the human voice with a minimum level of impairment such as noise and echo. However, overall quality may vary somewhat due to the variability in quality of connections provided by the local telephone companies or the transmission facilities of underlying carriers, which are beyond Primus' control.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.3 Services for Former Cable and Wireless Customers (Cont'd.)

6.3.2 Billing Information

6.3.2.5 Timing of Calls:

- A. On direct dialed outbound and inbound calls provided pursuant to this tariff, and except as set forth in Section S.3.2.S(C) below, chargeable call duration accrues from the time the called party answers, as indicated by Carrier's receipt of answer supervision, until one of the parties hangs up, as detected by Carrier's equipment.
- B. Carrier may receive answer supervision signaling directly from local exchange carriers, may employ software answer supervision, or may receive answer supervision from other interexchange carriers. These other interexchange carriers may themselves employ either local exchange carrier-provided answer supervision or some other method of determining called party on-hook or off-hook status.
- C. Call duration recording of Conference Calling and Operator Service calls does not necessarily employ answer supervision on every call. C Toll Free Service calls terminating on a Customer's PBX or comparable Customer premises equipment will be timed commencing when Carrier receives answer supervision from such communications system.

(N)



6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)

(N)

6.3 Services for Former Cable and Wireless Customers (Cont'd.)

6.3.3 Additional Options – Switched Service

6.3.3.1 Customized Discounts

Unless otherwise stated, all discount schedules involving usage levels incorporate intrastate, interstate, and international calling. Discounts do not apply to Directory Assistance and 976 surcharges.

Area Code Select - applies to calls made to the area code Customer calls most often; can be used with Regional Zone, Intra-Company or VIP discounts.

Toll Free Area Code Select - applies to calls made from the area code generating the highest Toll Free volume calling; can be used with Regional Zone, Intra-Company or VIP discounts.

CAP500 - program for CL,D and CF Customers, replacing all other discounts.

Intra-Company - applies to calls to Customer designated company locations; mutually exclusive with Regional Zone and VIP.

Regional Calling Zone - applies to calls to or from the zone Customer selects (from 1 of 10 predetermined zones); mutually exclusive with Intra-Company and VIP.

Super Saver Number - applies to call to the telephone number Customer calls most often.

Term Plan - involves a minimum monthly billed usage and commitment to a contract term of 12, 18, 24, or 36 months.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.3 Services for Former Cable and Wireless Customers (Cont'd.)

6.3.3 Additional Options – Switched Service (Cont'd)

6.3.3.2 Directory Assistance

Directory Assistance is available. A per call charge will be applied to each call. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

A credit allowance for Directory Assistance will be provided if the Customer experiences poor transmission quality; receives an incorrect telephone number; or inadvertently misdials the intended Directory Assistance number.

6.3.3.3 976 Surcharge

Calls to a 976-XXXX number will be assessed a surcharge.

6.3.3.4 Toll Free Call Attempts

If a Customer's volume of uncompleted Toll Free calls exceeds 50% of call attempts, a surcharge will be assessed.

6.3.3.5 Conference Calling

A variety of options for setting up conference calls is available.

(N)



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**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.3 Services for Former Cable and Wireless Customers (Cont'd.)

6.3.3 Additional Options – Switched Service (Cont'd)

6.3.3.6 Operator Services – The following operator assistance options are available:

Credit Card  
Collect Card/3rd Party Billed  
Station-to-Station  
Person-to-Person

6.3.3.7 Expedite Charge

If the Customer requests Primus to expedite installation of Service, the Customer agrees to pay any and all expedite costs and charges associated with the expedite requests. The Customer understands that the installation of local access lines is not under the direct control of Primus.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers

6.4.1 CLD\*

All CLD calls are billed in 1-minute increments.

6.4.1.1 Usage

Per Minute Base Rates

<u>Mileage</u>	<u>Rates</u>
0-16	\$.2090
17-30	\$.2790
31-55	\$.3490
56-85	\$.3690
86-196	\$.3890
197-292	\$.4690
293+	\$4890

6.4.1.2 Discounts

Volume Discount

The following volume discounts apply to CLD:

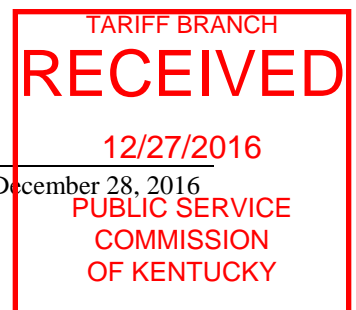
<u>Usage</u>	<u>Discount</u>
\$250.00-1499.99	5%
1500.00-2999.99	10%
3000.00+	20%

Other Discounts – CAP 500

\$500/month minimum; a \$50 charge applies to each month that the customer does not meet the monthly minimum.

\*The CLO product has been grandfathered. Only current CLD Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

(N)





**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.2 CF II\*

All CF II calls are billed in 6 second increments, after a 30-second minimum initial billing period.

6.4.2.1 Usage

Per Minute Base Rates

<u>Mileage</u>	<u>Rates</u>
All	\$.2190

6.4.2.2 CF II Discounts

Volume Discount

Monthly Usage	Discount
\$1500.01 - \$5000	7%
\$5000.01+	9%

Other Discounts:

Area Code Select	5%
------------------	----

\*The CF II product has been grandfathered. Only current CF II Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.3 CF III\*

All CF III calls are billed in 6-second increments, after a 30-second initial billing period.

6.4.3.1 Per Minute Usage Charges

Mileage	Rate
All	\$.2190

6.4.3.2 CF III Discounts

A. CF III Discounts

Volume Discount

Monthly Usage	Discount
\$150.01-300.00	5%
300.01-2,000.00	8%
2,000.01+	12%

B. Other CF III Discounts

CAP 500 (replaces all other discounts)

\$50/month minimum; if not met, a \$50 charge applies.

\$50/location monthly minimum; if location does not meet minimum, the difference between billed usage and \$50.00 will be added to Customer's bill.

Area Code Select	5%
------------------	----

\*The CF III product has been grandfathered. Only current CF III Customers, subject to the terms and conditions of this plan, are eli

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.4 CToll Free\*

CToll Free terminates on switched access lines. Calls are billed in 6-second increments, after a 30-second minimum initial billing period.

6.4.4.1 Per Minute Usage Charges-

Mileage	Rate
All	\$0.2490

6.4.4.2 CToll Free Discounts

Volume Discount

Monthly Usage	Discount
\$75.00-\$349.99	4%
\$350+	12%

\*The CToll Free product has been grandfathered. Only current CToll Free Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.5 CE Service\*

All CE calls are billed in 6-second increments. Outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

6.4.5.1 CE Outbound – Per Minute Usage Charges:

<u>Mileage</u>	<u>Rates</u>
All	\$.1790

6.4.5.2 CE Outbound Discounts

Volume Discount

<u>Monthly Usage</u>	<u>Discount</u>
\$1,000.01-3,000	4%
3,000-10,000	8
10,000.01+	10

Other CE Discounts

Set-up Fee	\$100/month
Discount	5%

6.4.5.3 CE Toll Free – Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$0.1942

T – 1 Access Special Rate

<u>Mileage</u>	<u>Rate</u>
All	\$0.1685

\*The CE product has been grandfathered. Only current CE Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.5 CE Service\* (Cont'd)

6.4.5.4 CE Toll Free Discounts

Volume Discount

<u>Monthly Usage</u>	<u>Discount</u>
\$1,000.01-3,000	4%
3,000.01-10,000	8
10,000.01+	10

\*The CE product has been grandfathered. Only current CE Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

(N)



Issue Date: December 27, 2016

Effective Date: December 28, 2016

Birch Telecom of the South, Inc. dba Birch Communications of the Southeast  
Gordon P. Williams, Jr. – Senior Vice President & General Counsel

**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.6 CV\*

All CV calls are billed in 6-second increments, after a 30-second minimum initial billing period.

6.4.6.1 CV Switched Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2590

6.4.6.2 CV Switched Toll Free - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2590

6.4.6.3 CV Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1790

6.4.6.4 CV Dedicated Toll Free - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1890

6.4.6.5 CV Discounts

<u>Volume Discounts</u>	
<u>Monthly Usage</u>	<u>Discount</u>
\$200.01-1,000.00	4%
1,000.01-3,500.01	8%
3,500.01+	10%

Both international and domestic usage will be used to calculate the applicable volume discount.

\*The CV product has been grandfathered. Only current CV Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.6 CV\* (Cont'd)

Other CV Discounts

<u>Area Code Select</u>	5%
<u>Toll Free Area Code Select</u>	5%
<u>Intra-Company</u>	5%

Regional Zone

Monthly Recurring Charge	\$15.00
Discount	5%

VIP Numbers

Monthly Recurring Charge	\$5.00
(Monthly charged waived if domestic usage over \$100)	
Discount	5%

Term Plan

<u>MMUC (\$)</u>	Length of Term (Months)	Discount (%)
200	12	2
1,000	12	5
400	24	7
1,500	24	12
400	36	9
1,500	36	13

The 18-month term plan has been eliminated. Customers currently on the 18-month term plan will be converted to the 24-month term plan.

Term Plan II

<u>MMUC (\$)</u>	Length of Term (Months)	Discount (%)
100	12	2
1,000	12	5
250	24	7
1,000	24	12
250	36	9
1,000	36	13

\*The CV product has been grandfathered. Only current CV Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

## 6.4 Rates for Former Cable &amp; Wireless USA Customers (Cont'd.)

## 6.4.7 CVNS\*

All CVNS calls are billed in 6-second increments. Outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

## 6.4.7.1 Switched Outbound Service - Per Minute Usage Charges

Mileage	Rate
All	\$.2590

## 6.4.7.2 CVNS Switched Toll Free Service - Per Minute Usage Charges

Mileage	Rate
All	\$.2590

## 6.4.7.3 CVNS Dedicated Toll Free - Per Minute Usage Charges

Mileage	Rate
All	\$.1890

## 6.4.7.4 CVNS Dedicated Outbound - Per Minute Usage Charges

Mileage	Rate
All	\$.1790

\*The CVNS product has been grandfathered. Only current CVNS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.





**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.7.5 CVNS\* (Cont'd)

6.4.7.5 CVNS Discounts

<u>Volume Discount</u>	
<u>Monthly Usage</u>	<u>Discount</u>
\$1,000.01-3,000.00	4%
3,000.01-10,000.00	8%
10,000+	10%

Both international and domestic usage will be used to calculate the applicable volume discount.

Other Discounts:

Area Code Select 5%

Toll Free Area Code Select 5%

Intra-Company 5%

Regional Zone

Minimum Monthly Billing \$1500.00

Area Code Select 5%

A fee will be charged if the monthly minimum is not met.

Fee: \$75.00

Discount 5%

Term Plan

<u>MMUC (\$)</u>	<u>Length of Term (Months)</u>	<u>Discount (%)</u>
1,500	12	6
5,000	12	7
10,000	12	8
1,500	24	8
5,000	24	10
10,000	24	12
1,500	36	11

\*The CVNS product has been grandfathered. Only current CVNS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.7 CVNS\* (Cont'd)

6.4.7.5 CVNS Discounts (Cont'd)

Term Plan II MMUC (\$)	Length of Term (Months)	Discount (%)
1,000	12	6
5,000	12	7
10,000	12	8
1,000	24	8
5,000	24	10
10,000	24	12
1,000	36	11
5,000	36	13
10,000	36	14

VIP Numbers

Minimum Billed Monthly Usage Charges \$1500.00  
A \$75.00 fee will be charged for each month that the Customer does not meet the minimum total usage charges.

Discount 5%

\*The CVNS product has been grandfathered. Only current CVNS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.8 CS\*

All CS calls are billed in 6-second increments. Switched access outbound calls have a 30-second minimum initial billing period; dedicated access outbound calls have an 18- second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

6.4.8.1 CS Switched Outbound - Per Minute Usage Charges

Mileage	Rate
All	\$.2590

6.4.8.2 CS Switched Toll Free - Per Minute Usage Charges

Mileage	Rate
All	\$.1790

6.4.8.3 CS Dedicated Outbound - Per Minute Usage Charges

Mileage	Rate
All	\$.1790

6.4.8.4 CS Dedicated Toll Free - Per Minute Usage Charges

Mileage	Rate
All	\$.1890

\* The CS product has been grandfathered. Only current CS Customers, subject to the terms and conditions of this Plan, are eligible to receive the discount.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.8 CS\* (Cont'd)

6.4.8.5 CS Discounts

Volume Discount-CS Switched

<u>Monthly Usage</u>	<u>Discount</u>
\$175.01-300.00	5%
300.01-3,000.00	8%
3,000.01+	10%

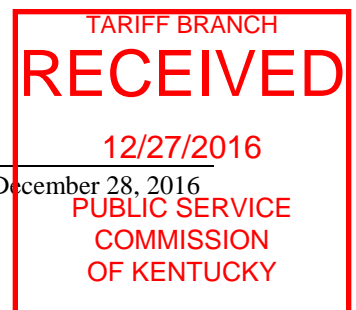
Volume Discount-CS Dedicated

<u>Monthly Usage</u>	<u>Discount</u>
\$1,000.01-3,000	4%
3,000.01-5,000	8%
5,000.01-10,000	8%
10,000.01+ 10	10%

Both international and domestic usage will be used to calculate the applicable volume discount.

\* The CS product has been grandfathered. Only current CS Customers, subject to the terms and conditions of this Plan, are eligible to receive the discount.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.8 CS\* (Cont'd)

6.4.8.5 CS Discounts

Other Discounts:

Area Code Select 5%

Toll Free Area Code Select 5%

Regional Calling Zone

Minimum Monthly Usage:

Switched \$100.00

Dedicated 1000.00

A fee will be charged for each month that the monthly minimum is not met.

Fee (\$)

Switched 15.00

Dedicated 50.00

Discount

Switched 5%

Dedicated 5%

\* The CS product has been grandfathered. Only current CS Customers, subject to the terms and conditions of this Plan, are eligible to receive the discount.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.8 CS\* (Cont'd)

6.4.8.5 CS Discounts (Cont'd)

Term Plan – CS Switched

<u>MMUC (\$)</u>	<u>Length of Term (Months)</u>	<u>Discount(%)</u>
250	12	5
1,000	12	7
250	24	7
1,000	24	10
250	36	8
1,000	36	15

Term Plan II - CS Switched

<u>MMUC (\$)</u>	<u>Length of Term (Months)</u>	<u>Discount(%)</u>
250	12	2
1,000	12	5
250	24	7
1,000	24	12
250	36	9
1,000	36	13

Term Plan – CS Dedicated

<u>MMUC (\$)</u>	<u>Length of Term (Months)</u>	<u>Discount(%)</u>
2,000	12	6
4,000	12	8
10,000	12	10
2,000	24	8
4,000	24	9
10,000	24	13
2,000	24	12
4,000	36	14
10,000	36	15

\*The CS product has been grandfathered. Only current CS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

Material moved to the bottom of this page has been changed to reflect the entire CS product.



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.8 CS\* (Cont'd)

6.4.8.5 CS Discounts (Cont'd)

Term Plan II CS Dedicated

<u>MMUC (\$)</u>	<u>Length of Term (Months)</u>	<u>Discount(%)</u>
1,000	12	6
5,000	12	7
10,000	12	8
1,000	24	8
5,000	24	10
10,000	24	12
1,000	36	11
5,000	36	13
10,000	36	14

VIP Numbers

Minimum Monthly Usage

Switched	\$100.00
Dedicated	\$1000.00

A fee will be charged for each month that the minimum is not met.

Fee

Switched	\$15.00
Dedicated	\$50.00

Discount

Switched	5%
Dedicated	5%

\*The CS product has been grandfathered. Only current CS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.9 CBFi\*

All CBFi calls are billed in 6-second increments after a 30-second minimum initial billing period.

6.4.9.1 CBFi Switched Outbound - Per Minute Usage Charges

Mileage	Rate
All	\$.2100

6.4.9.2 CBFi Switched Toll Free - Per Minute Usage Charges

Mileage	Rate
All	\$.0.2245

6.4.9.3 CBFi Dedicated Outbound -Per Minute Usage Charges

Mileage	Rate
All	\$0.1450

6.4.9.4 CBFi Dedicated Toll Free - Per Minute Usage Charges

Mileage	Rate
All	\$0.1940

6.4.9.5 CBFi Discounts

Optional Volume Discount	
Monthly Usage (\$)	
100-1000	2
1001-5000	4
5000+	6

\*CBFi service has been grandfathered and is no longer available to new Subscribers.

(N)





**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.9 CBFi (Cont'd)

6.4.9.6 CBFi - Direct Sales

The following rate plans are available to new business customers who signed up for CBFi through Cable & Wireless' Direct Sales LAO Channel. All CBFi usage, optional Conference Calling usage set forth in Section 5 .5 of this tariff, will be included in calculating customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling receive a discount of 25%, 30%, or 40% off of Conference Calling rates. Customer must bill a minimum of \$100 in CBFi switched access monthly usage after discounts are applied. If total monthly, switched access usage is less than \$100, a \$25 minimum monthly fee applies and will be added to customer's bill. CBFi dedicated access customers and customers utilizing both switched and dedicated access service must bill a minimum of \$400 after discounts are applied. If the sum of customer's total monthly dedicated usage or its combined monthly dedicated and switched access usage falls below \$400, a \$50 minimum monthly fee applies and will be added to customer's bill. CBFi Rate Plans are offered in conjunction with Carriers CBFi Rate Plans option set forth in its Primus Schedule(s) No. 3 and No. 4.\*\*

Usage Levels	<u>Plan 1</u> \$500	<u>Plan 2</u> \$2,500	<u>Plan 3</u> \$10,000
<u>Switched Outbound</u>	\$0.1000	\$0.0950	\$0.0900
<u>Switched Inbound/Toll Free</u>	\$0.1000	\$0.0950	\$0.0900
<u>Dedicated Outbound</u>	\$0.1075	\$0.0875	\$0.00
<u>Dedicated Inbound/Toll Free</u>	\$0.1075	\$0.0875	\$0.00

A.	<u>Discount</u>	25%	30%	40%
Conference Calling				

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.9 CBFI\*\* (Cont'd)

6.4.9.7 CBFI NIA

The following rate plans are available to new business customers who are Fortune 1000 members who signed up for CBFI through Cable & Wireless' Direct Sales NIA Channel. Terms and conditions mirror those of the LAO Plan. Except, depending upon usage level, customers who utilize Conference Calling receive a discount of 30%, 40%, or 50% off of Conference Calling rates.

	<u>Plan 4</u>	<u>Plan 5</u>	<u>Plan 6</u>
<u>Usage Levels</u>	\$5,000	\$15,000	\$25,000
<u>Switched Outbound</u>	\$0.0950	\$0.0900	\$0.0850
<u>Switched Inbound/Toll Free</u>	\$0.0950	\$0.0900	\$0.0850
<u>Dedicated Outbound</u>	\$0.0875	\$0.00	\$0.775
<u>Dedicated Inbound/Toll Free</u>	\$0.0875	\$0.00	\$0.0775
<i>B. Discount</i>			
Conference Calling	30%	40%	50%

\*If minimum usage is not met during the second invoice, customer will be charged the minimum monthly fee.

\*\*Formerly FCC tariffs. See Application of tariff, herein.

\*\*\*CBFI services has been grandfathered and is no longer available to new subscribers

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.9 CBFI (Cont'd)

6.4.9.8 CBFI Agent Plans

CBFI Agent Plans are available to Agents who resold Primus services to small, medium and large Customer bases. The Agent resellers average a revenue commitment from \$30,000 to \$150,000 per annum. All CBFI usage, optional Conference Calling usage set forth in Section 5 .5 of this tariff, will be included in calculating customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling receive a discount of 20% - 50% off of the Conference Calling base rates as set forth in this tariff. Customer must bill a minimum of \$100 in CBFI switched and or dedicated access monthly usages after discounts are applied. If total monthly, usage is less than \$100, a \$25 monthly minimum fee will be applied to the bill of Customers averaging a revenue commitment up to \$100,000. Customers who average a revenue commitment of \$150,000 must bill a minimum of \$50. If total usage is less than \$50, the difference will be applied to the Customers bill totaling a \$50 monthly minimum fee. CBFI Rate Plans are offered in conjunction with Carriers CBFI Rate Plans option set forth in its Primus Schedule(s) No. 3 and No. 4.\*\*

CBFI Agent Plan Rates

The CBFI Agent Plan rates only apply to those Agents who resold Primus services under this product. Terms and conditions mirror those of the CBFI Product. Depending upon usage level, customers who utilize Conference Calling receive a discount of 20% - 50% off of Conference Calling base rates.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.9 CBFi\* (Cont'd)

6.4.9.8 CBFi Agent Plans (Cont'd)

<u>PLAN I</u>	<u>Platinum</u>	<u>Gold</u>	<u>Silver</u>	<u>Copper</u>
<u>Usage Levels</u>	\$150,000	\$100,000	\$50,000	\$30,000
<u>Switched Outbound</u>	\$0.0930	\$0.0930	\$0.0970	\$0.1010
<u>Switched Inbound/Toll Free</u>	\$0.0930	\$0.09.30	\$0.0970	\$0.1010
<u>Dedicated Outbound</u>	\$0.0540	\$0.0540	\$0.570	\$0.590
<u>Dedicated Inbound/Toll Free</u>	\$0.0540	\$0.0540	\$0.0310	\$0.0320
<u>Directory Assistance</u>	\$0.6500	\$0.6500	\$0.6700	\$0.7000
Discount				
<u>Conference Calling</u>	40%	40%	30%	20%
*Meet Me	\$0.2700	\$0.2700	\$0.3150	\$0.3600
*Toll Free Meet Me	\$0.3600	\$0.3600	\$0.4200	\$0.4000
*Operator Handled	\$0.3600	\$0.3600	\$0.4200	\$0.4000

\*Rates shown include the Conference Calling discount.

\*\*Formerly FCC tariffs. See Application on tariff, herein.

\*\*\*CBFi services has been grandfathered and is no longer available to new subscribers.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.9 CBFi\* (Cont'd)

6.4.9.8 CBFi Agent Plans (Cont'd)

<u>PLAN II</u>	<u>Platinum</u>	<u>Gold</u>	<u>Silver</u>	<u>Copper</u>
<u>Usage Levels</u>	\$150,000	\$100,000	\$50,000	\$30,000
<u>Switched Outbound</u>	\$0.0440	\$0.0420	\$0.0440	\$0.0460
<u>Switched Inbound/Toll Free</u>	\$0.0440	\$0.0420	\$0.0440	\$0.0460
<u>Dedicated Outbound</u>	\$0.0290	\$0.0280	\$0.0290	\$0.0310
<u>Dedicated Inbound/Toll Free</u>	\$0.0540	\$0.0280	\$0.0290	\$0.0310
<u>Directory Assistance</u>	\$0.6500	\$0.6000	\$0.6200	\$0.6500
Discount				
<u>Conference Calling</u>	40%	40%	30%	20%
*Meet Me	\$0.2700	\$0.2250	\$0.2700	\$0.3150
*Toll Free Meet Me	\$0.3600	\$0.3000	\$0.3600	\$0.4200
*Operator Handled	\$0.3600	\$0.3000	\$0.3600	\$0.4200

\*Rates shown include the Conference Calling discount.

\*\*CBFi services has been grandfathered and is no longer available to new subscribers.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.9 CBFi\*\*\* (Cont'd)

6.4.9.9 CBFi Bronze Agent P1an

CBFi Bronze Agent P1an is available to agents who resold Primus services primarily to small to medium-sized business customers. All CBFi usage, optional Conference Calling usage set forth in Sections 5.4 and 5.5 herein, will be included in calculating customer's total monthly usage. Under this option, customers who utilize Conference Calling are eligible to receive a discount of 20% off Conference Calling base rates. Customer must bill a minimum of \$100 monthly in CBFi switched access usage and a minimum of \$400 monthly in dedicated access usage after discounts are applied. If monthly minimum is not met during customer's second invoice and any subsequent invoices, customer will be charged a \$25 fee, which will be added to customer's bill. Customers migrating from the T-Net platform are not subject to the monthly minimum charges. Other terms and conditions mirror those of CBFi set forth in this Section.

CBFi Bronze Plan Rates

<u>Switched Outbound</u>	\$0.0530
<u>Switched Inbound/Toll Free</u>	\$0.0530
<u>Dedicated Outbound</u>	\$0.0370
<u>Dedicated Inbound/Toll Free</u>	\$0.0370
<u>Directory Assistance</u>	\$0.7300
<u>Discount</u>	
<u>Conference Calling</u>	20%
<u>*Meet Me</u>	\$0.3600
<u>*Toll Free Meet Me</u>	\$0.4000
<u>*Operator Handled</u>	\$0.4000

\*Rates shown include the Conference Calling discount.

\*\*CBFi services has been grandfathered and is no longer available to new subscribers.



**6. RATES FOR FORMERCABLE & WIRELESS USA CUSTOMERS (Cont'd)**

(N)

6.4 Primus Services (Cont'd.)

6.4.9 CBFI\*\* (Cont'd)

6.4.9.10 CBFI Agent Platinum 2001

The following rates apply to new CBFI Customers who did not subscribed to any Primus service offerings within the last 90 days, and who signed up for CBFI service via the Business Markets Channel. All CBFI usage, and Conference Calling usage set forth in Section 5.5 herein, will be included in calculating customer's total monthly usage. Under this option, customers who utilize Conference Calling are eligible to receive a discount of 40% off Conference Calling base rates. Customer must bill a minimum of \$100 monthly in CBFI switched access usage and a minimum of \$400 monthly in dedicated access usage after discounts are applied. If monthly minimum is not met during customer's second invoice and any subsequent invoices, customer will be charged a \$25 fee, which will be added to customer's bill. Other terms and conditions mirror those of CBFI set forth in this Section.

CBFI Agent Platinum 2001 Rates

<u>Switched Inbound Toll Free/Outbound</u>	\$0.0620
<u>Dedicated Inbound Toll Free/Outbound</u>	\$0.0360
<u>Directory Assistance</u>	\$0.6000
<u>Discount Conference Calling</u>	40%
<u>*Meet Me</u>	\$0.2700
<u>*Toll Free Meet Me</u>	\$0.3600
<u>*Operator Handled</u>	\$0.3600
<u>*Conference On Demand</u>	
Toll Free Dial In	\$0.2100
Toll Dial In	\$0.1680
Dial Out Domestic	\$0.3000

\*Rates shown include the Conference Calling discount.

\*\*CBFI services has been grandfathered and is no longer available to new subscribers.



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

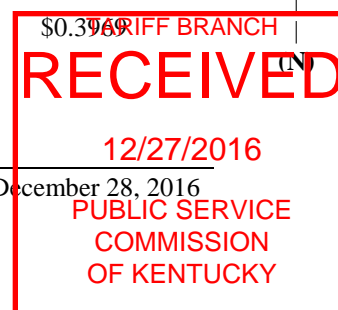
6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.9 CBFI\* (Cont'd)

6.4.9.10 CBFI Agent Plan 2002

Available to agents who resold Primus services to small, medium, and large customer bases. Under this program the annual revenue commitment ranges from \$40,000 to \$75,000. All CBFI usage, and optional Conference Calling usage set forth in Section 5.5, herein, will be included in calculating Customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling are eligible to receive a discount of 25% - 30% off Conference Calling base rates. Customer must bill a minimum of \$100 in CBFI switched and or dedicated access monthly usages after discounts are applied. If total monthly usage is less than \$100, a \$25 monthly minimum fee applies that will be added to Customer's bill for switched access customers. For dedicated access customers, if total monthly usage is less than \$400, a \$50 monthly minimum fee will be added to the customer's bill. Other terms and conditions mirror those of CBFI set forth in Section 5 .4.10 herein.

<u>CBFI Agent Plan 2002 Rates</u>	Gold 2002	Silver 2002
<u>Usage Level</u>	(\$75,000)	(\$40,000)
<u>Switched Outbound</u>	\$0.0780	\$0.0930
<u>Switched Inbound/Toll Free</u>	\$0.0780	\$0.0930
<u>Dedicated Outbound</u>	\$0.0450	\$0.0540
<u>Dedicated Inbound/Toll Free</u>	\$0.0450	\$0.0540
<u>Directory Assistance</u>	\$0.850	\$1.00
Discount		
<u>Conference Calling</u>	30%	25%
<u>*Meet-Me</u>	\$0.2610	\$0.2475
<u>*Toll Free Meet-Me</u>	\$0.4200	\$0.4500
<u>*Operator Handled</u>	\$0.60	\$0.60
<u>*Conference on Demand</u>		
Toll Free Dial-in	\$0.2587	\$0.2634
Toll Dial-in	\$0.0276	\$0.2063
Dial-out Domestic	\$0.3962	\$0.3969





**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.9 CBFI\* (Cont'd)

6.4.9.11 CBFI Agent Plan 2002

Available to agents who resold Primus services to small, medium, and large customer bases. Under this program the annual revenue commitment ranges from \$40,000 to \$75,000. All CBFI usage, and optional Conference Calling usage set forth in Section 5.5, herein, will be included in calculating Customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling are eligible to receive a discount of 25% - 30% off Conference Calling base rates. Customer must bill a minimum of \$100 in CBFI switched and or dedicated access monthly usages after discounts are applied. If total monthly usage is less than \$100, a \$25 monthly minimum fee applies that will be added to Customer's bill for switched access customers. For dedicated access customers, if total monthly usage is less than \$400, a \$50 monthly minimum fee will be added to the customer's bill. Other terms and conditions mirror those of CBFI set forth in Section 5.4.10 herein.

<u>CBFI Agent Plan 2002 Rates</u> Usage Level	<u>Gold 2002</u> (\$75,000)	<u>Silver 2002</u> (\$40,000)
Switched Outbound	\$0.0780	\$0.0930
Switched Inbound/Toll Free	\$0.0780	\$0.0930
Dedicated Outbound	\$0.0450	\$0.0540
Dedicated Inbound/Toll Free	\$0.0450	\$0.0540
Directory Assistance	\$0.850	\$1.00
Discount Conference Calling	30%	25%
Meet-Me	\$0.2610	\$0.2475
Toll Free Meet-Me	\$0.4200	\$0.4500
Operator Handled	\$0.60	\$0.60
Conference on Demand Toll Free Dial-in	\$0.2587	\$0.2634
Toll Dial-in	\$0.276	\$0.263
Dial-out Domestic	\$0.3962	\$0.3969

\*CBFI services had been grandfathered and is no longer available to new subscribers.



(N)

**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.10 CFBF\*

CBFB is billed in flat rates per minute not sensitive to mileage or time-of-day. Unless expressly stated otherwise in this tariff, CFBF is excluded from all discount programs normally applicable to Virtual Network Services. Accordingly, CFBF usage volume will not be applied toward any other discount.

6.4.10.1 CFBF - Switched Outbound

\$0.2020/minute

6.4.10.2 CFBF - Dedicated Outbound

\$0.1700/minute

6.4.10.3 CFBF - Switched Inbound

\$0.2020/minute

6.4.10.4 CFBF - Dedicated Inbound

\$0.1700/minute

6.4.10.5 S.U.N. Discount

Customers currently on S.U.N. for interstate service, receive 15% off of CFBF intrastate switched inbound and outbound rates, conference calling rates. In addition, S.U.N. customers who are currently enrolled in any of the following S.U.N. term plans for interstate service, will have term plan discounts applied to intrastate CFBF charges as follows:

ONE YEAR TERM MONTHLY TOTAL USAGE COMMITMENT LEVELS	OUTBOUND/Toll Free DISCOUNT (%)	CONFERENCE CALL DISCOUNT (%)
\$100	5.0	5.0
\$1,000	7.55	7.5
\$2,500	10.0	10.0
\$5,000	12.5	12.5
\$7,500	15.0	15.0
\$10,000	17.5	17.5

\*\*CBFI services has been grandfathered and is no longer available to new subscribers.



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.10 CFBF (Cont'd)

6.4.10.5 S.U.N. Discount (Cont'd)

TWO YEAR TERM MONTHLY USAGE COMMITMENT LEVELS	OUTBOUND /Toll Free DISCOUNT (%)	CONFERENCE CALL DISCOUNT (%)
\$100	7.5	7.5
\$1,000	10.0	10.0
\$2,500	12.5	12.5
\$5,000	15.0	15.0
\$7,500	17.5	17.5
\$10,000	20.0	20.0

THREE YEAR TERM MONTHLY USAGE COMMITMENT LEVELS	OUTBOUND/Toll Free DISCOUNT (%)	CONFERENCE CALL DISCOUNT (%)
\$100	10.0	10.0
\$1,000	15.0	15.0
\$2,500	17.5	17.5
\$5,000	20.0	20.0
\$7,500	22.5	22.5
\$10,000	25.0	25.0

Conditions:

Customers are required to sign an authorization form to accept or decline a term plan. All Intrastate, Interstate, International, Outbound Toll Free, International Toll Free, and Conference Call usage contributes towards monthly commitment levels and receives discounts. The Customer has the first 90 days of the term period to meet commitment. If the Customer terminates the Service within the first 60 days of the term, Primus will charge the Customer for all term plan discounts provided through Service disconnect date. If total monthly billing is not equal to term plan commitment level, then for that month, the Customer will be charged the difference between actual usage and the term plan minimum. Term plans automatically renew for periods equal to the initial period unless Primus notifies the Customer in writing at least 60 days prior to expiration of the current term, or unless the Customer notifies Primus in writing at least 30 days prior to expiration. Dedicated CFBF traffic is not eligible for S.U.N. S.U.N. is not available with any offers or discounts.

(N)



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**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.10 CFBF\* (Cont'd)

6.4.10.6 Eclipse Discount

Customers currently enrolled in Eclipse for interstate service are eligible to receive the following discounts off the CFBF intrastate calls:

Intrastate switched outbound and Toll Free/888:	18.40%	Intrastate dedicated
outbound and Toll Free/888:	2.38%	

\*CBFI services has been grandfathered and is no longer available to new subscribers.

(N)



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Issue Date: December 27, 2016

Effective Date: December 28, 2016

Birch Telecom of the South, Inc. dba Birch Communications of the Southeast  
Gordon P. Williams, Jr. – Senior Vice President & General Counsel

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**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.10 CFBF\*

6.4.10.7 Horizon Discount

Horizon is available to new customers, who enroll in Primus' Horizon for interstate calling. Horizon is not available to customers currently presubscribed to Primus, except for Eclipse customers, who may request to migrate from Eclipse to Horizon. Under Horizon, the following discounts are available:

- 22.33% off CFBF switched intrastate outbound and Toll Free/888 calls.
- 8.07% off dedicated intrastate outbound and inbound Toll Free calls.

\*CBFB services has been grandfathered and is no longer available to new subscribers.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.11 CPCC\*

6.4.11.1 Per Unit Value

CPCC is valid until (i) on the date which has been printed on the card, or (ii) if no expiration date is printed on the card, on the date announced to the card holder after the card holder enters his or her PIN; or (iii) otherwise communicated to the cardholder by Primus or until the balance on the card is \$0.00, whichever occurs first. The expiration date shall be one year from the last day of the calendar month during which the Card was issued. Primus shall not issue a refund on any amounts left on the card past its expiration date. Calls are billed in I-minute increments. Cards are available in various unit denominations. The number of minutes of use for each card shall be the maximum number of minutes at the rates set forth below, covered by the Primus-fixed dollar value of the card. The per unit value listed below excludes any local taxes or surcharges.

Unless stated otherwise in this tariff, a 2-unit surcharge will be added to all CPCC calls that originate at payphones. The surcharge will be assessed in addition to any other rates and fees.

Rates:

All intrastate traffic= 1 unit per minute.

PLAN A:

Standard card.

<u>Minimum Purchase (\$)</u>	<u>Rate Per Unit</u>
\$0 - \$499.99	\$0.35
\$500.00 - \$999.99	\$0.32
\$1,000.00 - \$1,999.99	\$0.28
\$2,000.00 - \$3,499.99	\$0.25
\$3,500.00 - \$4,999.99	\$0.21
\$5,000.00+	\$0.18

\*CPCC service has been grandfathered and is no longer available to subscribers.



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.11 CPCC\* (Cont'd)

6.4.11.1 Per Unit Value (Cont'd)

PLANB:

Primus retail card targeted for Asian Community.

Rate per Unit \$0.27

PLAN C:

A plan where Primus provides Service for Customer-printed cards. Minimum purchase of 500,000 units required.

<u>Minimum Purchase (Units)</u>	<u>Rate Per Unit</u>
500,000 – 999,999	\$0.21
1,000,000 – 1,999,999	\$0.20
2,000,000 – 2,999,999	\$0.19
3,000,000 – 3,999,999	\$0.18
4,000,000 – 4,999,999	\$0.17
5,000,000 – 5,999,999	\$0.16

\*CPCC service has been grandfathered and is no longer available to subscribers.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.11 CPCC\* (Cont'd)

6.4.11.1 Per Unit Value (Cont'd)

PLAN D:

A plan where Primus provides Service for Customer printed cards. Minimum purchase of 6,000,000 units required.

<u>Minimum Purchase (Units)</u>	<u>Rate Per Unit</u>
6,000,000 - 7,999,999	\$0.159
8,000,000 - 11,999,999	\$0.155
12,000,000 - 15,999,999	\$0.150
16,000,000 - 19,999,999	\$0.145
20,000,000 - 23,999,999	\$0.140
24,000,000 - 29,999,999	\$0.135
30,000,000 +	\$0.130

PLANE

Limited Edition collectible, prepaid calling cards.

<u>Minimum Purchase (\$)</u>	<u>Rate Per Unit</u>
0 - \$99.99	\$0.60
\$100.00 - \$199.99	\$0.55
\$200.00 - \$299.99	\$0.50
\$300.00 - \$399.99	\$0.45
\$400.00+	\$0.40

PLAN F

This product has low international rates and is targeted for frequent international callers.

Surcharge per call: \$0.25

Rate per minute: \$0.19

\*CPCC service has been grandfathered and is no longer available to subscribers.





**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.12 CT LD\*

CT LD Dedicated Outbound calls are billed in 6-second increments. All other calls are billed in 6-second increments after a 30-second minimum initial billing period.

6.4.12.1 CT LD Switched Outbound

\$0.1600/minute

6.4.12.2 CT LD Dedicated Outbound

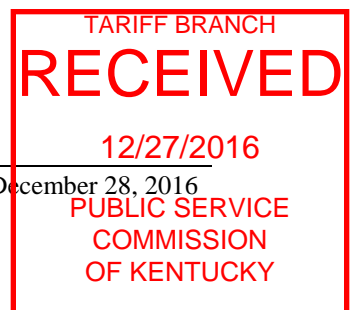
\$0.1070/minute

6.4.12.3 CT LD Switched Inbound

\$0.1600/minute

\*The CT LD product has been grandfathered. Only current CT LD Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.12 CT LD\* (Cont'd)

6.4.12.4	CT LD Dedicated Inbound	
	\$0.1070/minute	
6.4.12.5	CT MRC Fee	
	A monthly, recurring service fee.	\$5.00
6.4.12.6	Directory Assistance	
	Charge per Call:	\$0.95
6.4.12.7	Toll Free Features	
6.4.12.7.1	Multi-Location Routing Features	
	Rate per feature per toll-free number:	
	Set-up fee:	\$50.00
	Monthly recurring fee:	\$40.00
	Change charge:	\$50.00
6.4.12.7.2	Selected Coverage Blocking Features	
	Set-up fee:	\$50.00
	Monthly recurring fee:	\$40.00
	Change charge:	\$50.00

\*The CT LD product has been grandfathered. Only current CT LD Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

(N)



Issue Date: December 27, 2016

Effective Date: December 28, 2016

Birch Telecom of the South, Inc. dba Birch Communications of the Southeast  
Gordon P. Williams, Jr. – Senior Vice President & General Counsel

**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.12 CT LD\* (Cont'd)

6.4.12.8 Real Time ANI

Set-up fee per each toll-free number: \$150.00

6.4.12.9 Programmable Toll Free

Monthly fee per each toll-free number: \$ 5.00

6.4.12.10 Toll Free Directory Assistance

Monthly fee per each toll-free number: \$  
15.00

6.4.12.11 Accounting Features

Monthly fee per account with alpha account codes: \$ 2.50

Monthly fee per account with security codes: \$ 2.50

6.4.12.12 Billing Options

6.4.12.12.1 Specialized Call Detail Options

Set-up \$100.00

Monthly fee \$120.00

\*The CT LD product has been grandfathered. Only current CT LD Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.12 CT LD\* (Cont'd)

6.4.12.12 Billing Options (Cont'd)

6.4.12.12.2 Weekly Billing

Set-up \$100.00

Monthly fee \$520.00

6.4.12.13 Monthly Minimum Usage Charge

Per (Toll Free) toll free number \$10.00

The CT LD product has been grandfathered. Only current CT LD Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.13 Partner CBFi

PLAN I

Minimum monthly usage of \$100 applies. The usage may include all customer's partner CBFi traffic, including international, interstate and intrastate. If the minimum usage volume requirement is not met, the Customer will be charged a \$25.00 fee for each month that \$100 volume requirement is not met.

A.	<u>Switched</u>	<u>Outbound</u>			
	Mileage	Base Rate	1 Yr. Term Plan	2 Yr. Term Plan	3 Yr. Term Plan
	All	\$1649	\$1616	\$1600	\$1567
B.	<u>Switched</u>	<u>Toll Free</u>			
	Mileage	Base Rate	1 Yr. Term Plan	2 Yr. Term Plan	3 Yr. Term Plan
	All	\$1763	\$1728	\$1710	\$1675
C.	<u>Dedicated</u>	<u>Outbound</u>			
	Mileage	Base Rate	1 Yr. Term Plan	2 Yr. Term Plan	3 Yr. Term Plan
	All	\$1203	\$1179	\$1167	\$1143
D.	Dedicated Toll Free				
	Mileage	Base Rate	1 Yr. Term Plan	2 Yr. Term Plan	3 Yr. Term Plan
	All	\$1607	\$1575	\$1559	\$1527

E. Volume Discounts

Volume discounts set forth below are applied to a base or a reduced term plan rates when customers commit to a particular usage volume level. If the customer does not meet the volume level that he committed to under the Volume Discount plan, then volume discount will not be applied for that billing period.

Total Monthly Usage Commitment*/	Discount
\$100	2%
\$1,000	4%
\$5,000	6%

\* Usage includes all Partner CBFi I usage plus Conference Calling usage (see Section 5.5.2.1 of this tariff), as well as intrastate and international Partner CBFi and Conference Calling usage.

\*Partner CBFi services has been grandfathered and is no longer available to new subscribers



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.13 Partner CBFI\* (Cont'd)

PLAN II

Minimum monthly usage of \$100 applies. The usage may include all customer's partner CBFI traffic, including international, interstate and intrastate. If the minimum usage volume requirement is not met, the Customer will be charged a \$25.00 fee for each month that \$100 volume requirement is not met.

A. Switched Outbound					
Mileage	Base Rate	1 Yr. Term Plan	2 Yr. Term Plan	3 Yr. Term Plan	
All	\$.1649	\$.1616	\$.1600	\$.1567	
B. Switched Toll Free					
Mileage	Base Rate	1 Yr. Term Plan	2 Yr. Term Plan	3 Yr. Term Plan	
All	\$.1763	\$.1728	\$.1710	\$.1675	
C. Dedicated Outbound					
Mileage	Base Rate	1 Yr. Term Plan	2 Yr. Term Plan	3 Yr. Term Plan	
All	\$.1120	\$.1097	\$.1086	\$.1064	
D. Dedicated Toll Free					
Mileage	Base Rate	1 Yr. Term Plan	2 Yr. Term Plan	3 Yr. Term Plan	
All	\$.1496	\$.1466	\$.1451	\$.1421	

E. Volume Discounts

Volume discounts set forth below are applied to a base or a reduced term plan rates when customers commit to a particular usage volume level. If the customer does not meet the volume level that he committed to under the Volume Discount plan, then volume discount will not be applied for that billing period.

Total Monthly Usage Commitment*/	Discount
~-	
\$100	2%
\$1,000	4%
\$5,000	6%

\* Usage includes all Partner CBFI I usage plus Conference Calling usage (see Section 5.5.2.1 of this tariff), as well as intrastate and international Partner CBFI and Conference Calling usage.

\*Partner CBFI services has been grandfathered and is no longer available to new subscribers.

Issue Date: December 27, 2016

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Birch Telecom of the South, Inc. dba Birch Communications of the Southeast  
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**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.14 CC\*

CC is billed in flat per minute rates not time-of-day or mileage sensitive. An Association Volume Discount applies as set forth below. Unless otherwise specifically referenced in this tariff, CC is excluded from all other discount programs.

6.4.14.1 Switched Outbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.1500

6.4.14.2 Dedicated Outbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.1250

6.4.14.3 Switched Inbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.1500

6.4.14.4 Dedicated Inbound- Per Minute Usage Charges

Mileage	Rate
All	\$0.1250

6.4.14.5 Discounts

Associations - 5% Volume Discount

6.4.14.6 Fees

Minimum Billed Monthly Usage Charges

<u>Switched</u>	<u>Dedicated</u>
\$50.00	\$1000

\*CC services has been grandfathered and is no longer available to new subscribers.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.14 Partner CBFI\* (Cont'd)

6.4.14.7 Programmable Toll Free

Monthly fee per each toll-free number: \$ 5.00

6.4.14.8 Toll Free Directory Assistance\*

Monthly fee per each toll-free number: \$ 15.00

6.4.14.9 Accounting Features

Monthly fee per account with alpha account codes: \$ 5.00

Monthly fee per account with security codes: \$10.00

6.4.14.10 Billing Options (Per Location)

<u>Specialized Call Detail Options</u>		<u>EBIS Electronic Billing</u>	
Set-up	-0-	On-Line Set-up	\$20.00
Monthly fee	\$25.00	Disc Set-up	\$25.00
		Magnetic Tape	\$100.00

Weekly Billing

Set-up -0-  
Monthly fee \$85.00

6.4.14.11 Surcharges

Payphone \$.30/per call

976 Calls\*

Customer calls to 976-XXXX telephone numbers

Charge Per Call

\$2.25

\*Directory Assistance, 976 calls and Conference calls do not apply to minimums.

\*\*CC services has been grandfathered and is no longer available to new subscribers.

(N)





**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.15 CG Intrastate Base Rates

CG intrastate usage is billed at a flat rate that is not time or distance sensitive. CG traffic is billed with an 18-second minimum, in 1-second increments thereafter. CG calling types include On-Net to On-Net, On-Net to Off-Net, Off-Net to On-Net, and Off-Net to Off-Net. Discounts off of CG usage may apply based upon customers monthly traffic volume combined with a one to three year term commitment. Monthly recurring and non-recurring charges, Directory Assistance, and 976 calls do not apply in calculating volume discounts.

6.4.15.1 On to On Flat Rate

\$0.0797

6.4.15.2 On to Off Flat Rate

\$0.0743

6.4.15.3 Off to On Flat Rate

\$0.0791

6.4.15.4 Off to Off Rate All Traffic

\$0.1313

6.4.15.5 Volume Discount Schedule

Monthly Volume	Term Commitment % Discount		
	1 Year	2 Year	3 Year
\$0-24,999	0%	0%	0%
\$25,000-\$49,999	5%	7%	<b>10%</b>
\$50,000-\$99,999	10%	12%	15%
\$100,000+	15%	17%	20%

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

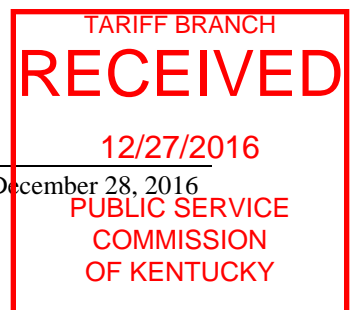
(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.15.6 CG Rate Plans

CG rate plans are designed primarily for new business customers. Toll Free and Conference Calling service are available in conjunction with Customer's CG service. The Customer's overall Primus voice usage will approximate the usage levels below. The discounts below apply to the Conference Calling rates that appear in Section 5.5 of this tariff. No other discounts apply under this option. Customer must bill a minimum of \$100 in total CG switched access monthly usage after discounts are applied. If total monthly, switched access usage is less than \$100 per location, a \$25 minimum monthly fee applies and will be added to customer's bill. CG dedicated access customers and customers utilizing both switched and dedicated access service must bill a minimum of \$400 per location after discounts are applied. If the sum of customer's total monthly dedicated usage, or its combined monthly dedicated and switched access usage falls below \$400, a \$50 minimum monthly fee applies and will be added to customer's bill.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.4 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.4.15 CG Intrastate Base Rates\* (Cont'd)

6.4.15.6 CG Rate Plans (Cont'd)

	<u>Plan 1</u>	<u>Plan2</u>	<u>Plan3</u>	<u>Plan4</u>
<u>Usage Levels</u>	\$100,000	\$75,000	\$50,000	\$30,000
<u>Switched Outbound</u>	\$0.0875	\$0.0950	\$0.0975	\$0.1025
<u>Switched Inbound/Toll Free</u>	\$0.0875	\$0.0950	\$0.0975	\$0.1025
<u>Dedicated Outbound</u>	\$0.0675	\$0.0750	\$0.0775	\$0.0825
<u>Dedicated Inbound/Toll Free</u>	\$0.0675	\$0.0750	\$0.0775	\$0.0825
<u>On to On Flat Rate</u>	\$0.0275	\$0.0475	\$0.0525	\$0.0575
<u>Discount</u>				
Conference Calling	55%	50%	40%	30%

Premium Agent CLD (PACLD)

All calls are switched access, billed in six (6) second increments after a thirty (30) second minimum per call duration.

Average Monthly Volume	Switched Outbound	Switched InboundToll Free
\$1 .00-\$350.00	\$.2090	\$.2390
\$351 .00-\$550.00	\$.1890	\$.2375
\$551 .00-\$749.00	\$.1700	\$.2100
\$750.00-\$999.00	\$.1490	\$.1990
\$1,000.00+	\$.1100	\$.1206

\*CG and PACLD services have been grandfathered and are longer available to new subscribers.

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.5 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.5 Rates-Additional Options

6.5.1 Conference Calling

Meet Me - all conferences are given an access number for a prearranged conference call; each conferee is responsible for any toll charges for calls placed to the conference call access number; the conference initiator is responsible for charges listed below.

Per Conference Per Minute \$ .45

Toll Free Meet Me – all conferees are given an Toll Free access number for a prearranged conference call; the conference initiator is responsible for charges listed below.

Per Conference Per Minute \$ .60

Operator Handled conference operator will place calls to conferees prearranged with conference initiator; the conference initiator is responsible for charges listed below.

Per Conference Per Minute \$ .60

On Demand Conference Calling

On Demand is an audio conferencing capability designed to make conference calling accessible to users 24 hours a day without the need of a Conference Operator. Users and participants connect directly to the conference bridge by dialing a series of personal access numbers.

<u>Service type</u>	<u>Rates</u>
Dial-in	.20
Toll-Free Dial-in	.3500

6.5.2 Directory Assistance

This Service is available to all Primus Customers.

Charge Per Call \$1.50

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.5 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.5.3 976 Surcharge

Calls by Customers to 976-XXXX telephone numbers are assessed a surcharge. Charge Per Call \$2.25

6.5.4 Toll Free Service Call Attempt Charge

The following charge applies if the Customer's volume of incomplete Toll Free calls exceeds 50% of all Toll Free call attempts.

Per incomplete call attempt \$.05

6.5.5 Payphone compensation surcharge

Unless stated otherwise in this tariff, Primus will assess a non-discountable surcharge on all calls that are subject to payphone compensation, pursuant to applicable federal or state law or regulation. The surcharge will be assessed in addition to any other rates and fees.

Surcharge \$0.26 per call

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.5 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.5.6 Operator Services

6.5.6.1 Per Minute

<u>Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>First</u>	<u>Add'l</u>	<u>First</u>	<u>Add'l</u>	<u>First</u>	<u>Add'l</u>
All	\$	.3500	\$	.3500	\$	.3500

6.5.6.2 Surcharges

	<u>Service</u>	<u>Charge (\$)</u>
6.5.6.2.1	Directory Assistance	Rate
	O+ Phone Card/Paid	\$1.40
	O+ Third Party Verbal	\$1.40
	O+ LEC Card	\$1.40
	0- LEC Card	\$1.40
6.5.6.2.2	Station to Station	
	O+ Phone Card/Paid	\$2.45
	0- Phone Card/Paid	\$3.60
	O+ Collect	\$2.45
	0- Collect	\$3.60
	O+ Third Party	\$2.45
	0- Third Party	\$3.60
	O+ LEC Card	\$2.45
	0- LEC Card	\$3.60
6.5.6.2.3	Person to Person	
	O+ Phone Card/Paid	\$4.90
	0- Phone Card/Paid	\$4.90
	O+ Collect	\$4.90
	0- Collect	\$4.90
	O+ Third Party	\$4.90
	0- Third Party	\$4.90

(N)



**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.5 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.5.6 Operator Services (Cont'd)

6.5.6.2 Surcharges (Cont'd)

6.5.6.2.4 Additional Services

LEC Mechanized Domestic	\$1.45
LEC Mechanized Int'l	\$2.45
Busy Line Verify Phone Card/Paid	\$6.50
Busy Line Verify LEC/PTT	\$6.50
*Emergency Interrupt Phone Card/Paid	\$13.00
*Emergency Interrupt LEC/PTT	\$13.00
Casual Caller InterLATA	\$1.50
Casual Caller IntraLATA	\$1.50

\*Emergency Interrupt services include Busy Line Verify surcharges.

6.5.6.3 Time Periods

Day	M-F	8am-5pm
Evening	Su-F	5pm-11pm
Night	Su-F	1pm-8am
	Sa	All Day
	Su	8am-5pm

(N)



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**6. PRIMUS TELECOMMUNICATIONS SERVICE AND RATES (CONT'D.)**

(N)

6.5 Rates for Former Cable & Wireless USA Customers (Cont'd.)

6.5.7 Expedite Charge

Charge applicable to expedited installation of dedicated access to Service, upon Customer's request for such expedited Service. \$250.00

6.5.8 Special Promotional Offerings

From time to time, Primus may provide certain special promotional offerings to its Customers. All promotions will be filed with the Commission for approval

(N)

