

ADOPTION NOTICE

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

Fusion Cloud Services, LLC hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all tariffs heretofore filed with the Public Service Commission, State of Missouri, by Birch Telecom of Missouri, LLC d/b/a Birch Communications, LLC prior to June 1, 2020. (N)
| (N)

Birch Telecom of Missouri, LLC d/b/a Birch Communications, LLC hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all tariffs heretofore filed with the Public Service Commission, State of Missouri, by Birch Telecom of Missouri, Inc. d/b/a Birch Communications prior to May 10, 2018.

Birch Telecom of Missouri, Inc. hereby files this "Adoption Notice" in order to inform the Missouri Public Service Commission (MPSC) that it registered the assumed name "Birch Communications" with the Missouri Secretary of State (Certificate No. X00882100) and herewith provides the Missouri P.S.C. Tariff No. 1 Title Page and checksheet reflecting the changes.

No other changes, additions, cancellations have been made to Birch Communications' Missouri P.S.C. Interexchange Services Tariff No. 1.

Issued: May 1, 2020

Effective: June 1, 2020

Issued by: General Counsel
Fusion Cloud Services, LLC
210 Interstate North Parkway, Suite 300
Atlanta, GA 30339

FILED
Missouri Public
Service Commission
TN-2020-0346; JC-2020-0193

TARIFF
of
Fusion Cloud Services, LLC

(C)
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This Tariff, filed with the Missouri 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 State of Missouri by Fusion Cloud Services, LLC. This Tariff is on file with the Missouri Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

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Wherever in this Tariff or its headings, the term "Company" or the name Birch Telecom of Missouri, Birch Telecom or Birch appears, that shall mean and shall refer to Fusion Cloud Services, LLC.

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BIRCH TELECOM OF MISSOURI, INC.

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Issued: January 26, 2004

Effective: February 25, 2004

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 Kansas City, Missouri 64106

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

Issued: January 27, 1998

Effective: March 5, 1998

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1. EXPLANATION OF SYMBOLS

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

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(C) to signify changed rule or regulation*

(D) to signify discontinued rate or regulation

(T) (E) to signify eliminated text, rate or regulation

(I) to signify increased regulation

(M) to signify matter relocated without change

(N) to signify new rate or regulation

(R) to signify reduced regulation

(S) to signify reissued material

(T) to signify a change in text but no change in rate or regulation

(Z) to signify a correction

**When used in reference to a rate, the symbol (C) indicates that a change in the method of applying a rate which will result in either an increase or a decrease for certain customers.*

Issued: January 27, 1998

Effective: March 5, 1998

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REC'D JUL 24 2002

2. APPLICATION OF TARIFF**Service Commission**

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 Missouri, Inc. (the "Company").

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 Missouri, Inc., unless the context indicates otherwise.

Commission – Missouri 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. (T)

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.

Missouri Public

FILED SEP 23 2002

Service Commission

Issued: July 24, 2002

Effective: September 23, 2002

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(M) (T) 4. PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE

- (T) 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:

- (N) 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.

Issued: January 27, 1998

Effective: March 5, 1998

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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.

Issued: January 27, 1998

Effective: March 5, 1998

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

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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.

Issued: January 27, 1998

Effective: March 5, 1998

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

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4.3 Obligations of the Company (continued)

4.3.3 Liability and Indemnification (continued)

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- 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.
- E. 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.

Issued: January 27, 1998

Effective: March 5, 1998

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

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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.

Issued: January 27, 1998

Effective: March 5, 1998

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

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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.

Issued: January 27, 1998

Effective: March 5, 1998

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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.

4.12 Disputes

(N)

4.12.1 Billing Disputes

In the event of a dispute between a customer and the Company regarding any bill for telephone service, the Company shall make an investigation as required by the particular case, and report the results to the customer. In the event the dispute is not resolved, the Company shall inform the customer of the complaint procedures of the Commission, as listed in Section 2.13.

Notwithstanding any other section of the Company's tariffs, the customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute. The customer is obligated to pay any billings not disputed.

4.12.2 Dispute Resolution

This Section applies to any dispute, controversy, or claim, whether based in contract, tort, equity, statute or any other legal theory, between the Customer and the Company arising out of, or relating to, any service, product, facilities, charge, advertising, representation, act or omission of the Company, or any other dispute, controversy, or claim arising from the relationship between the parties that either the Customer or the Company has against the other, regardless of the date of accrual and even if the dispute, controversy, or claim arises after service has terminated (hereinafter collectively referred to herein as "Dispute" or "Disputes"). All Disputes must be resolved as described in this section. BY ORDERING AND/OR CONTINUING SERVICES PROVIDED IN THIS TARIFF, THE CUSTOMER AGREES THAT ANY DISPUTE WILL BE RESOLVED BY THE DISPUTE RESOLUTION PROCESS DESCRIBED HEREIN AND NOT BY A JUDGE OR JURY IN COURT.

(N)

4. PROVISION OF NON-SWITCHED LOCALEXCHANGE SERVICE (continued)

4.12 Disputes

(N)

4.12.2 Dispute Resolution

If the Customer has a Dispute with the Company, the Customer must first call the Company's Customer Service department, at the number listed on the Customer's invoice, to attempt to resolve the Dispute. The Customer must describe the Dispute and provide the Company with any supporting documentation reasonably requested by the Company. Likewise, if the Company has a Dispute with the Customer it will notify the Customer by letter sent to the Customer's billing address and attempt to resolve it before pursuing arbitration.

If the parties are unable to resolve the Dispute within 60 days of the initial notice, either party may request arbitration as described below.

MANDATORY ARBITRATION OF DISPUTES. ANY DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY, OR ANY EMPLOYEE, AGENT, PRIVY OR AFFILIATED ENTITY OF EITHER PARTY, WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THIS PROCESS, INCLUDING THE ARBITRABILITY OF ANY DISPUTE UNDER THIS TARIFF AND THE REVIEW OF ANY AWARD.

The arbitration will be conducted by and under the then-applicable commercial arbitration rules of the American Arbitration Association ("AAA") at the nearest AAA Case Management Center or other location as agreed upon by Customer and Company. A single neutral arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or, alternatively, may be selected by agreement of the parties, who will cooperate in good faith to select the arbitrator. All expedited procedures prescribed by the applicable rules will apply. All required fees and costs will be paid equally by the parties as set forth in the AAA commercial arbitration rules. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

No Dispute may be joined with another lawsuit, claim, dispute, or arbitration brought by any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this tariff and may not award punitive damages.

If any party files a judicial or administrative action to resolve a Dispute without first complying with the provisions of this Section and another party successfully stays such action and/or compels arbitration, the party filing that judicial or administrative action must pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including attorney's fees.

Notwithstanding the provisions of this Section, the Customer may file a complaint with the Commission as described in Section 2.9.

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

(N)

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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.

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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 Missouri.
- 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.

Issued: January 27, 1998

Effective: March 5, 1998

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.2. Rules and Regulations (continued)

JAN 27 1998

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.

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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.

A. Minimum Service Period

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

B. 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.

C. 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.

Issued: January 27, 1998

Effective: March 5, 1998

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.2. Rules and Regulations (continued)

JAN 27 1998

5.2.4 Liability

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- 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;

Issued: January 27, 1998

Effective: March 5, 1998
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MAR 05 1998

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

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5.2. Rules and Regulations (continued)

JAN 27 1998

5.2.4 Liability (continued)

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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.

Issued: January 27, 1998

Effective: March 5, 1998

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Kansas City, Missouri 64106

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MAR 05 1998

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

JAN 27 1998

5.2. Rules and Regulations (continued)

MISSOURI
Public Service Commission

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 State of Missouri, 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.

Issued: January 27, 1998

Effective: March 5, 1998

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.2. Rules and Regulations (continued)

JAN 27 1998

5.2.6 Responsibility of the Customer (continued)

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Public Service Commission

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 of 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.

Issued: January 27, 1998

Effective: March 5, 1998

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MAR 05 1998

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

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5.2. Rules and Regulations (continued)

Service Commission

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 residential 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. (T)
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 residential 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.

Issued: January 27, 1998

Effective: March 5, 1998

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MAR 05 1998

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(N) 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)

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.

Deposits held will accrue interest at a rate which is equal to a rate of one percent (1%) above the prime lending rate as published in The Wall Street Journal. This amount shall be adjusted annually by using the prime lending rate published in The Wall Street Journal for the last business day of September of each year with the revised rate to be implemented on the first of October of each year.

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. Bad 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.

Issued: January 27, 1998

Effective: March 5, 1998

FILED

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MAR 05 1998

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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)

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 "Due Before Date" 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. A Finance Charge of 1.5% shall apply to the outstanding balance of charges, as at the end of the "Due Before Date", with effect from the second month after the charges are first applied, and every month thereafter. (T)
(T)
(N)
(N)
(N)

Collection procedures are unaffected by the application of the late payment or finance charge. The late payment charge does not apply to final amounts. (T)

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 1/30th 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; 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

Issued: August 29, 2008

Effective: ~~September 8, 2008~~
September 18, 2008

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.2. Rules and Regulations (continued)

JAN 27 1998

5.2.7 Responsibility of the Company (continued)

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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; 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.

Residential service may not be discontinued by the Company for failure to pay charges not subject to the Commission's jurisdiction unless specifically authorized in the Company's tariffs approved by the Commission.

Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the

Issued: January 27, 1998

Effective: March 5, 1998

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MAR 05 1998

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Public Service Commission

BIRCH TELECOM OF MISSOURI, INC.

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)

offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

Residential customers shall have a minimum of 21 days from the rendition of a bill to pay the charges stated.

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.

Missouri Universal Service Fund

- The Company will place on each retail end-user customer's bill a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the Commission.
- The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund."
- The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

- 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.

(M) Text moved to Original Sheet No. 25.01.

Issued: April 26, 2005

Effective: May 26, 2005

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.2. Rules and Regulations (continued)

5.2.11 Terminal Equipment

(M)

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 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. (M)

(M) Text moved to from 3rd Revised Sheet No. 25.

(M)

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)5.3 Service Offerings

All of the Residential Service Offerings described in Section 5.4 of this tariff will not be offered to new subscribers after May 12, 2000. Existing subscribers, defined as those subscribers in existence prior to May 12, 2000, shall be allowed to continue any and all Residential Services and Features subscribed to on or before May 12, 2000, at the rates referred to in this tariff. Existing subscribers who seek to purchase any additional Residential Access Lines, Additional Residential Service Offerings or Additional Residential Features offered herein, shall be allowed to do so after May 12, 2000, by requesting the same of the Company. Such Additional Residential Access Lines, Additional Residential Service Offerings or Additional Residential Features requested by existing subscribers, after May 12, 2000, shall be available at the current rates referred to in this tariff.

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. (T)
(T)
(T)
(T)

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 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.

5.3.5 Conference Service

Conference Service provides a simultaneous connection between three or more points within the state of Missouri.

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.4 Service Rates

5.4.1 Toll Service

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

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>	
Business(3) and Residence(2)	\$.10	30 seconds	6 seconds	(C)
Business-1 Year Term (1)	.09	30 seconds	6 seconds	(C)
Business (4)	.09	30 seconds	6 seconds	(C)
Business	.095	30 seconds	6 seconds	(C)
Residence	.08	30 seconds	6 seconds	(C)

(M) Service Charges moved to 1st Revised Sheet No. 35.1

- (1) Business customers subscribing to the Company's local exchange service who commit to a one year service term as defined in the Company's Local Exchange Services Tariff PSC Mo. No. 3 receive a discounted rate on their long distance service. Refer to the Company's Local Exchange Services Tariff PSC Mo. No. 3 for information on term cancellation penalties.
- (2) This service is available to current Residential subscribers only and will not be offered to Residential subscribers after March 1, 1999.
- (3) This service is available to current Business subscribers of this service only and will not be offered to new Business subscribers after March 24, 2000.
- (4) This service is available to current Business subscribers of this service only and will not be offered to Business subscribers on or after October 1, 2001.

Issued: August 29, 2008

Effective: ~~September 8, 2008~~
September 18, 2008

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.4 Service Rates

5.4.2 Toll Free Service

Monthly Recurring Charge per account (2)	\$ 5.00	
Monthly minimum per account (4)	5.00	
Monthly charge per account	5.00	(I)

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

	Per Minute	Minimum	Billing Increment
Business(5) and Residence(3)	\$.10	30 seconds	6 seconds
Business-1 Year Term(1)	.09	30 seconds	6 seconds
Business (7)	.09	30 seconds	6 seconds
Business	.08	30 seconds	6 seconds
Residence (6)	.10	30 seconds	6 seconds
Residence	.095	30 seconds	6 seconds

Payphone origination charge - \$.55 per completed call (I)

- (1) Business customers subscribing to the Company's local exchange service who commit to a one year service term as defined in the Company's Local Exchange Services Tariff PSC Mo. No. 3 receive a discounted rate on their long distance service. Refer to the Company's Local Exchange Services Tariff PSC Mo. No. 3 for information on term cancellation penalties.
- (2) This service is available to current subscribers of this service only and will not be offered to subscribers after January 11, 1999.
- (3) This service is available to current Residential subscribers only and will not be offered to Residential subscribers after March 1, 1999.
- (4) This service is available to current subscribers of this service only and will not be offered to new subscribers after June 14, 1999.
- (5) This service is available to current Business subscribers of this service only and will not be offered to new Business subscribers after March 24, 2000.
- (6) Service is available to current residential customers who subscribed to residential service prior to May 13, 2000.
- (7) This service is available to current Business subscribers of this service only and will not be offered to Business subscribers on or after October 1, 2001.

Issued: January 26, 2009

Effective: February 4, 2009

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Filed
 Missouri Public
 Service Commission
 JX-2009-0545

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.4 Service Rates (continued)

5.4.3 Calling Card Service

From any point in Missouri to points in Missouri:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business and Residence (1)	\$.25	6 seconds	6 seconds
Residence (2)	.25	1 minute	1 minute
Residence	.19	1 minute	1 minute

Payphone origination charge - \$.55 per completed call (I)

Surcharge - \$.55 per completed call (I)

5.4.4 Reserved for Future Use

(M) Directory Assistance moved to 1st Revised Sheet No. 35

- (1) Service is available to current residential customers who subscribed to residential service prior to March 1, 1999.
- (2) This service is available to current residential customers who subscribed to residential service prior to May 13, 2000.

Issued: January 26, 2009

Effective: February 4, 2009

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Filed
 Missouri Public
 Service Commission
 JX-2009-0545

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.4 Service Rates (continued)

5.4.5 Conference Service

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>	
Business and Residence (1)	\$.25	30 seconds	6 seconds	(C)
Residence (2)	.25	30 seconds	6 seconds	(C)

- (1) Service is available to current residential customers who subscribe to residential service prior to March 1, 1999.
 (2) Effective October 20, 2004, this service is not longer available to subscribers.

Issued: August 29, 2008

Effective: ~~September 8, 2008~~

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September 18, 2008

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.4 Service Rates (continued)

5.4.6 Birch Basic Business Line and Trunk

A. Toll Service

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

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business (1)	\$.10	30 seconds	6 seconds
Business (2)(3)	.10	30 seconds	6 seconds
Business-1 Year Term(2)	.09	30 seconds	6 seconds
Business (4)	.09	30 seconds	6 seconds
Business	.089	30seconds	6 seconds
Monthly Recurring Charge (Long Distance Only)			\$1.95 (N)

B. Toll Free Service

1. Rates

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

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business (2)(3)	\$.10	30 seconds	6 seconds
Business-1 Year Term(2)	.09	30 seconds	6 seconds
Business (4)	.09	30 seconds	6 seconds
Business	.089	30 seconds	6 seconds

Payphone origination charge - \$.55 per completed call

2. Monthly Recurring Charge	<u>Per Line</u> \$5.00	(C)
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BIRCH TELECOM OF MISSOURI, INC.
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3rd Revised Sheet No. 29.1
Cancels 2nd Revised Sheet No. 29.1

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.4 Service Rates (continued)

5.4.6 Birch Basic Business Line and Trunk

C. Calling Card Service

From any point in Missouri to points in Missouri:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business (1)	\$.25	30 seconds	6 seconds
Business (2)	.20	30 seconds	6 seconds
Business-1 Year Term (2)	.19	30 seconds	6 seconds

1. Calling Card Operator Services

Rate Per Inquiry

a. Non-Automated	\$1.78	
b. Semi-Automated	1.06	
c. Fully Automated	.52	
2. <u>Payphone origination charge</u>	\$.55 per completed call	(I)
3. <u>Surcharge</u>	\$.55 per completed call	(I)

See Sheet No. 30 for footnotes.

Issued: January 26, 2009

Effective: February 4, 2009

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Filed
Missouri Public
Service Commission
JX-2009-0545

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

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5.4 Service Rates (continued)

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5.4.6 Birch Basic Business Line and Trunk (continued)

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Footnotes

- (1) Applies to Birch Business Packages Customers not subscribing to Birch Long Distance Service.
- (2) Applies to Birch Business Packages Customers subscribing to Birch Long Distance Service for IntraLATA, Intrastate and Interstate except Alaska and Hawaii.
- (3) This service is available to current Business subscribers of this service only and will not be offered to Business subscribers after March 24, 2000.
- (4) This service is available to current Business subscribers of this service only and will not be offered to Business subscribers on or after October 1, 2001.

(N)
(N)

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.4 Service Rates (continued)

5.4.7 Birch Voice T1 Service (5)

A. Toll Service

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

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business (1)	\$.10	1 minute	1 minute
Business (2)(4)	.07	30 seconds	6 seconds
Business	.049	30seconds	6 seconds

B. Toll Free Service

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

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business (2)(3)	\$.10	30 seconds	6 seconds
Business-1 Year Term(2)	.09	30 seconds	6 seconds
Business (4)	.09	30 seconds	6 seconds
Business	.059	30 seconds	6 seconds

Payphone origination charge - \$.55 per completed call

(I)

C. Calling Card

From any point in Missouri to points in Missouri:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business	\$.20	30 seconds	6 seconds

Calling Card Operator Services - \$.52 per completed call

Payphone origination charge - \$.55 per completed call

(I)

Surcharge - \$.55 per completed call

(I)

- (1) Applies to Birch Business Packages Customers not subscribing to Birch Long Distance Service.
- (2) Applies to Birch Business Customers subscribing to Birch Long Distance Service for IntraLATA, Intrastate and Interstate except Alaska and Hawaii.
- (3) This service is available to current Business subscribers of this service only and will not be offered to Business subscribers after March 24, 2000.
- (4) This service is available to current Business subscribers of this service only and will not be offered to Business subscribers on or after October 1, 2001.
- (5) Effective October 20, 2004, this service is not longer available to subscribers.

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.4 Service Rates (continued)

5.4.8 Birch Integrator Business Package (1)(6)(7)

A. Toll Service

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

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business (2)	\$.10	1 minute	1 minute
Business (3)(5)	.07	30 seconds	6 seconds
Business	.049	30 seconds	6 seconds

B. Toll Free Service

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

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business (3)(4)	\$.10	30 seconds	6 seconds
Business-1 Year Term(3)	.09	30 seconds	6 seconds
Business (5)	.09	30 seconds	6 seconds
Business	.059	30 seconds	6 seconds

Payphone origination charge - \$.55 per completed call (I)

C. Calling Card Service

From any point in Missouri to points in Missouri:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business	\$.20	30 seconds	6 seconds

Calling Card Operator Services - \$.52 per completed call

Payphone origination charge - \$.55 per completed call (I)

Surcharge - \$.55 per completed call (I)

- (1) Business Customers subscribing to the Company's local exchange business package as defined in the Company's Local Exchange Service Tariff PSC Mo. No. 3 will receive a discounted rate on their long distance service.
- (2) Applies to Birch Business Packages Customers not subscribing to Birch Long Distance Service.
- (3) Applies to Birch Business Packages Customers subscribing to Birch Long Distance Service for IntraLATA, Intrastate and Interstate except Alaska and Hawaii.
- (4) This service is available to current Business Subscribers of this service only and will not be offered to Business subscribers after March 24, 2000.
- (5) This service is available to current Business subscribers of this service only and will not be offered to Business subscribers on or after October 1, 2001.
- (6) Effective October 20, 2004, this service is not longer available to subscribers.
- (7) Effective September 8, 2008, this is no longer available for new service.

Issued: January 26, 2009

Effective: February 4, 2009

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Filed
 Missouri Public
 Service Commission
 JX-2009-0545

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.4 Service Rates (continued)

5.4.9. Birch Business Volume Commitment Plans – Rates (3) (T)

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 – No Volume Commitment</u>	<u>Rate Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
	(1)		
<u>Total Usage – \$10.00 Volume Commitment</u>	<u>Rate Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Intrastate	\$.069	6 seconds	6 seconds
<u>Total Usage – \$100.00 Volume Commitment</u>	<u>Rate Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Intrastate (2)	\$.059	6 seconds	6 seconds
<u>Total Usage – \$250.00 Volume Commitment</u>	<u>Rate Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Intrastate (2)	\$.054	6 seconds	6 seconds
<u>Total Usage – \$500.00 Volume Commitment</u>	<u>Rate Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Intrastate (2)	\$.049	6 seconds	6 seconds
<u>Total Usage – \$1000.00 Volume Commitment</u>	<u>Rate Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Intrastate (2)	\$.044	6 seconds	6 seconds

(1) See Section 5.4 preceding for rate per minute.

(2) Effective April 24, 2004, these rates are no longer available to new subscribers.

(3) Effective September 8, 2008, this is no longer available for new service. (T)

Issued: August 29, 2008

Effective: ~~September 8, 2008~~
September 18, 2008

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.4 Service Rates (continued)

5.4.9 Business Volume Commitment Plans – Rates (continued)(4) (T)

2. Toll Free Service

<u>Monthly Usage for Volume Commitment</u>	<u>Rate per minute</u>
No Volume Commitment(1)	\$.10
No Volume Commitment	.089
\$10.00 Volume Commitment (2)	.089
\$10.00 Volume Commitment	.069
\$100.00 Volume Commitment (3)	.069
\$250.00 Volume Commitment (3)	.064
\$500.00 Volume Commitment (3)	.059
\$1000.00 Volume Commitment (3)	.054

3. Calling Card

<u>Monthly Usage for Volume Commitment</u>	<u>Rate per minute</u>
No Volume Commitment	\$.20
\$25.00 Volume Commitment	.20
\$100.00 Volume Commitment	.20
\$250.00 Volume Commitment	.20
\$500.00 Volume Commitment	.20
\$1000.00 Volume Commitment	.20

Additional charges apply as set out in Section 5.4.3

- (1) This service is available to current Business subscribers of this service only and will not be offered to Business subscribers after March 24, 2000.
- (2) Effective March 1, 2004, these rates are only available to existing Toll Free customers.
- (3) Effective April 24, 2004, these rates are no longer available to new subscribers.
- (4) Effective July 22, 2008, this service is no longer offered. (T)

Issued: August 29, 2008

Effective: ~~September 8, 2008~~
September 18, 2008

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.4 Service Rates (continued)

5.4.10. Birch Price Protection Plan (1)

(T)

- A. 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 and/or Trunks, as defined in Birch's P.S.C. MO No. 1 Tariff, within an account. The 24-month commitment also qualifies Customers for a Local Exchange Service discount as provided in Birch's P.S.C. MO No. 1 Tariff.
- B. 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.
- C. 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.
- D. All rules, regulations, fees, charges, taxes and surcharges normally applicable to Birch Basic Business Line and Trunk 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.
- E. 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.
- F. For Customers who establish a term service agreement, monthly Birch Basic Business and Trunks 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.
- G. 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:
 - 1. \$50.00 per terminated line, or
 - 2. \$10.00 per terminated line multiplied by the number of months remaining in the current term.
- H. 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.
- I. 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:

(T)

See footnotes on 1st Revised Sheet No. 34.2

Issued: August 29, 2008

Effective: ~~September 8, 2008~~
September 18, 2008

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.4 Service Rates (continued)

5.4.10 Birch Price Protection Plan (continued)

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.
- J. 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 by providing written notice to Birch within thirty (30) days of the failure to meet the applicable Service Level Objective. If Customer continues to use Birch service following any such notice of termination, Customer may continue to receive term pricing and pricing update notices.
- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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.

(1) Effective September 8, 2008, this is no longer available for new service.

(T)

Issued: August 29, 2008

Effective: ~~September 8, 2008~~

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September 18, 2008

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.4 Service Rates (continued)

5.4.10 Birch Price Protection Plan (continued)

P. Birch Price Protection Plan Rates (3)

1. Toll Service for calls from Customer's Premises in Missouri to any point in Missouri:

<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	(1)
\$10.00 Volume Commitment	.055	30 seconds	6 seconds	(1)
\$50.00 Volume Commitment	.050	30 seconds	6 seconds	(1)
\$100.00 Volume Commitment (1)	.049	30 seconds	6 seconds	(1)
\$100.00 Volume Commitment	.045	30 seconds	6 seconds	(1)
\$250.00 Volume Commitment (1)	.044	30 seconds	6 seconds	(1)
\$250.00 Volume Commitment	.040	30 seconds	6 seconds	(1)
\$500.00 Volume Commitment	.035	30 seconds	6 seconds	(1)
\$1000.00 Volume Commitment (2)	.039	30 seconds	6 seconds	(1)
<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	(1)
\$10.00 Volume Commitment	.055	30 seconds	6 seconds	(1)
\$50.00 Volume Commitment	.050	30 seconds	6 seconds	(1)
\$100.00 Volume Commitment (1)	.049	30 seconds	6 seconds	(1)
\$100.00 Volume Commitment	.045	30 seconds	6 seconds	(1)
\$250.00 Volume Commitment (1)	.044	30 seconds	6 seconds	(1)
\$250.00 Volume Commitment	.040	30 seconds	6 seconds	(1)
\$500.00 Volume Commitment	.035	30 seconds	6 seconds	(1)
\$1000.00 Volume Commitment (2)	.039	30 seconds	6 seconds	(1)

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

(2) Effective April 24, 2004, these rates are only available to existing customers.

(3) Effective September 8, 2008, this is no longer available for new service.

Issued: February 13, 2009

Effective: March 16, 2009

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Filed
Missouri Public
Service Commission
JX-2009-0582

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.4 Service Rates (continued)

5.4.10 Birch Price Protection Plan (continued)

Q. Birch Price Protection Plan Rates (4)

2. Toll Free Service for calls terminating to Customer's Premises in Missouri from any other point in Missouri:

1. Rates

	Per Minute	Minimum	Billing Increment	
12-Month Term Commitment				
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 Volume Commitment (2)	.054	30 seconds	6 seconds	(I)
\$250 Volume Commitment	.045	30 seconds	6 seconds	(I)
\$500 Volume Commitment	.045	30 seconds	6 seconds	(I)
\$1000 Volume Commitment (3)	.044	30 seconds	6 seconds	(I)

	Per Minute	Minimum	Billing Increment	
24-Month Term Commitment				
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 Volume Commitment (2)	.054	30 seconds	6 seconds	(I)
\$250.00 Volume Commitment	.045	30 seconds	6 seconds	(I)
\$500.00 Volume Commitment	.045	30 seconds	6 seconds	(I)
\$1000.00 Volume Commitment (3)	.044	30 seconds	6 seconds	(I)

2. Monthly Recurring Charge (1) Per Per Line (C)
\$5.00

(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.

(3) Effective April 24, 2004, these rates are only available to existing customers.

(4) Effective September 8, 2008 this is no longer available for new services.

Issued: February 13, 2009

Effective: March 16, 2009

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Filed
Missouri Public
Service Commission
JX-2009-0582

BIRCH TELECOM OF MISSOURI, INC.
dba BIRCH COMMUNICATIONS

2nd Revised Sheet No. 34.3.2
Cancels 1st Revised Sheet No. 34.3.2

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.4 Service Rates (continued)

5.4.11 Birch On-Net Rate Plans

A. Birch Toll Service Rates (1)

1. Toll Service for calls terminating to Customer's premises in Missouri from any other point in Missouri.

<u>12-Month Term Commitment</u>	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>	
No Volume Commitment	\$0.049	30 seconds	6 seconds	(1)
\$50.00 Per Month Commitment	\$0.045	30 seconds	6 seconds	(1)
\$100.00 Per Month Commitment	\$0.040	30 seconds	6 seconds	(1)
\$250.00 Per Month Commitment	\$0.037	30 seconds	6 seconds	(1)
\$500.00 Per Month Commitment	\$0.035	30 seconds	6 seconds	(1)

<u>24-Month Term Commitment</u>	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>	
No Volume Commitment	\$0.049	30 seconds	6 seconds	(1)
50.00 Per Month Commitment	\$0.045	30 seconds	6 seconds	(1)
\$100.00 Per Month Commitment	\$0.040	30 seconds	6 seconds	(1)
\$250.00 Per Month Commitment	\$0.037	30 seconds	6 seconds	(1)
\$500.00 Per Month Commitment	\$0.035	30 seconds	6 seconds	(1)

(1) Effective September 8, 2008, this service is no longer available for new service.

Issued: February 13, 2009

Effective: March 16, 2009

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Filed
Missouri Public
Service Commission
JX-2009-0582

BIRCH TELECOM OF MISSOURI, INC.
dba BIRCH COMMUNICATIONS

2nd Revised Sheet No. 34.3.3
Cancels 1st Revised Sheet No. 34.3.3

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.4 Service Rates (continued)

5.4.11 Birch On-Net Rate Plans (continued)

B. Birch Toll Free Service Rates (1)

1. Toll Free Service for calls terminating to Customer's premises in Texas from any other point in Texas.

a. Rates

<u>12-Month Term Commitment</u>	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>	
No Volume Commitment	\$0.049	30 seconds	6 seconds	(1)
\$50.00 Per Month Commitment	\$0.045	30 seconds	6 seconds	(1)
\$100.00 Per Month Commitment	\$0.045	30 seconds	6 seconds	(1)
\$250.00 Per Month Commitment	\$0.045	30 seconds	6 seconds	(1)
\$500.00 Per Month Commitment	\$0.045	30 seconds	6 seconds	(1)

<u>24-Month Term Commitment</u>	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>	
No Volume Commitment	\$0.049	30 seconds	6 seconds	(1)
\$50.00 Per Month Commitment	\$0.045	30 seconds	6 seconds	(1)
\$100.00 Per Month Commitment	\$0.045	30 seconds	6 seconds	(1)
\$250.00 Per Month Commitment	\$0.045	30 seconds	6 seconds	(1)
\$500.00 Per Month Commitment	\$0.045	30 seconds	6 seconds	(1)

b. Charges

	<u>Per Line</u>	
1. Monthly Recurring Charge	\$5.00	(C)

(1) Effective September 8, 2008 this is no longer available for new service.

Issued: February 13, 2009

Effective: March 16, 2009

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Filed
Missouri Public
Service Commission
JX-2009-0582

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.4 Service Rates (continued)

5.4.12 Birch Business Long Distance Only (1)

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

A. Toll Service

For calls originating from Customer's premises in Missouri and terminating at any other point in Missouri:

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

B. Toll Free Service

1. Rates

For calls terminating to Customer's Premises in Missouri from any other point in Missouri:

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

2. Monthly Recurring Charge (1)	Per Account \$5.00
---------------------------------	-----------------------

(1) Effective September 8, 2008 this service is no longer available for new service.

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.4 Service Rates (continued)

(N)

5.4.13 Paper Invoice Fee

All customers that do not receive E-bill (Electronic Invoicing) will receive a paper invoice charge of \$1.95 per invoice. This charge represents the costs for printing, postage, mail handling and management of paper invoices. You may avoid this charge by registering for E-bill online or by contacting customer service.

(N)

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.5 Miscellaneous Services

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

Rate: \$0.099

(N)

5.5.1.1 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

5.5.1.2 Paper Invoice Fee

All long distance only customers that do not receive E-bill (Electronic Invoicing) will receive paper invoice charge of \$1.95 per invoice. This charge represents the costs for printing, postage, mail handling and management of paper invoices. You may avoid this charge by registering for E-bill online or by contacting customer service.

5.5.2 Directory Assistance

A. Local

- Sent-Paid	Rate Per Inquiry \$ 1.48
-------------	-----------------------------

(N)

B. Long Distance

- Sent-Paid	Per Request \$1.48
-------------	-----------------------

C. National

- Sent-Paid	Per Request \$1.48
-------------	-----------------------

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.5 Miscellaneous Services

5.5.3 Non- recurring charges: (1)

(T)

Non-recurring service charges apply to all Birch business and residential products, except for Birch Voice T1 Service and Birch Integrator Business Package.

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

5.5.4 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

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	\$0.00

5.5.5 Service Order Charges

(T)

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.

Charge	Price
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

(1) Effective September 8, 2008 these charges are no longer used, see "Service Order Charges" section 5.5.5.

(T)

Issued: August 29, 2008

Effective: ~~September 8, 2008~~
September 18, 2008

Christopher J. Bunce, Vice President Legal, and General Counsel
Birch Communications
2300 Main St. Suite 600
Kansas City, Missouri 64108

FILED
Missouri Public
Service Commission

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.5 Miscellaneous Services (continued)

5.5.5 Location-to-Location Long Distance Calling Plan

(N)

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.

(N)

Missouri Public
Service Commission

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.5 Promotions

REC'D MAY 28 2003

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.

(M)

(M) Promotions previously located on Original Sheet No. 35.

Issued: May 27, 2003

David E. Scott, President
Birch Telecom of Missouri, Inc.
2020 Baltimore Avenue
Kansas City, Missouri 64108

Effective: June 27, 2003

Missouri Public
Service Commission

FILED JUN 27 2003

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.5 Promotions1. PBX Connect Service Long Distance Promotion

(N)

New PBX Connect Service local service Customers that sign up for service, or existing local service Customers that upgrade to PBX Connect Service during the promotional period can elect to receive the following promotion of a free block of long distance minutes based on their Birch term plan agreement listed below.

- One-year term customer will receive 1,000 minutes (outbound & inbound) at no charge.
- Two-year term customer will receive 3,000 (outbound & inbound) at no charge.
- Three-year term customer will receive 5,000 (outbound & inbound) at no charge.

The billing rate of \$.045 per minute for overage minutes used in a billing period will apply for this promotion to outbound and inbound calls via the PBX Connect Service. The free block of time is applicable for outbound and inbound interstate and intrastate, intra-continental domestic calls. The Customer's unused minutes will not carry over to the next billing period.

Birch must be designated for Customer's for local toll and long distance services.

A free block of time will be applied to each PBX Connect circuit (leg).

The long distance overage will roll up to the long distance commitment usage; however, the overage rate of \$.045 per minute will only apply to the PBX Connect service lines.

Each Customer must select a long distance plan, applicable to all of Customer's other services, as designated in the Birch Long Distance tariff.

The PBX Connect Service Long Distance Promotion will be available through April 2, 2004

(N)

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.5 Promotions

2. PRI Connect Service Long Distance Promotion

(N)

New PRI Connect Service local service Customers that sign up for service, or existing local service Customers that upgrade to PRI Connect during the promotional period, can elect to receive the following promotion of a free block of long distance minutes based on their Birch term plan agreement listed below.

- One-year term customer will receive 1,000 minutes (outbound & inbound) at no charge.
- Two-year term customer will receive 3,000 (outbound & inbound) at no charge.
- Three-year term customer will receive 5,000 (outbound & inbound) at no charge.

The billing rate of \$.045 per minute for overage minutes used in a billing period will apply for this promotion to outbound and inbound calls via the PRI Connect Service. The free block of time is applicable for outbound and inbound interstate and intrastate, intra-continental domestic calls. The Customer's unused minutes will not carry over to the next billing period.

Birch must be designated for Customer's for local toll and long distance services.

A free block of time will be applied to each PRI Connect circuit (leg).

The long distance overage will roll up to the long distance commitment usage; however, the overage rate of \$.045 per minute will only apply to the PRI Connect Service lines.

Each Customer must select a long distance plan, applicable to all of Customer's other services, as designated in the Birch Long Distance tariff.

The PRI Connect Service Long Distance Promotion will be available through April 2, 2004. (N)

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.5 Promotions3. Unlimited Long Distance Promotion

(N)

Birch Telecom will offer the Unlimited Long Distance promotion available only to Birch Business Local Service Customer locations in which Customer subscribes on a single account to no greater than 1-5 lines for domestic local toll and interLATA toll outbound calls from the business location. The Customer will be charged \$18.00 per line per month for the Unlimited LD Promotion. Certain restrictions apply.

Customers with 6 or more lines at a location are ineligible for Unlimited LD Promotion at that location. Calls must be placed 1+ to qualify. Unlimited LD Promotion is not available in conjunction with the following: Birchual Office, Birch standalone LD, Remote Call Forwarding, Toll Free, Calling Card, international calls, calls to 900 numbers, autodialers, long distance Internet access, long distance Intranet access, call center applications including but not limited to autodialers, PBX trunks, broadcast fax transmissions, ground start line or trunks, ISDN services, foreign exchange services, public telephone services, public access smart-pay phones, analog to digital conversion digital PBX services, WATS services, PRI/PBX/PABX/EABX services, non-square electronic key telephone systems, hybrid key telephone systems, predictive calling/dialing systems, automatic outbound dialing systems, any type of automatic call distribution system, or the functional equivalent of any such system listed above.

If the Company determines that Customer's usage exceeds fifteen times the average usage of Birch Telecom's long distance customers in the state in which the Customer is located or that the Customer is in violation of any of the above listed restrictions, the Customer shall forfeit eligibility for rates under this plan and (1) Customer will be charged an additional \$50 per month per line for as long as the excess usage or violation continues, (2) Customer will be moved to another Birch long distance plan unless an alternative plan is selected by the Customer, and/or (3) long distance service may be blocked without notice. The Customer, who exceeds the usage level stated above, will be sent a letter warning the customer that if the excessive usage continues into the next month, the customer will be charged \$50.00 per line.

Service is subject to terms and conditions contained in the Birch Telecom Interexchange Tariffs and the Price and Service Protection Plan agreement for term customers. Rates are subject to change and Birch reserves the right to discontinue any plan at any time. Taxes, fees and other charges apply. This promotion may not be combined with any other offer. Services are not available in all locations. See a Birch representative for details.

The Unlimited Long Distance Promotion is available from February 2, 2004 through April 30, 2004.

(N)

BIRCH TELECOM OF MISSOURI, INC.

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.5 Promotions

4. Long Distance Minutes Promotion

Birch Telecom will offer the Long Distance Minutes Promotion to Birch Telecom Term Customers who have additionally subscribed to one of the three local service promotions listed below. The Long Distance Minutes promotional offer is free voice minutes per line for domestic outbound interstate and intrastate calls based on the local promotion the Customer has chosen. Outbound domestic calling is defined as Domestic US 50 states plus Puerto Rico, US Virgin Islands, Guan and North Marianas (a.k.a. Saipan). International calls, calling card and inbound toll free calls are not eligible for the free minutes. The default rate for overage minutes is \$0.049. (T)

(D)

The number of minutes for the Integrator Promotion and PBX Connect Service Promotion will be allocated at the service location level based on the minutes multiplied by the number of voice lines on the service location. The 250 minutes will be allocated at the service location level based on 250 minutes times the number of voice lines on the account/service location. (T)

The number of minutes for the PRI Connect Service Promotion will be applied at the circuit level (leg) and only usage on the PRI will be applied to the free minutes. Other long distance usage on the account will be rated at the customer's selected long distance rate plan. (T)

This promotion will begin on April 11, 2005 and run through July 15, 2005 unless sooner canceled by Birch Telecom. (C)

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.5 Promotions

5. Unlimited Long Distance Plan II

(N)

Birch Telecom will offer the Unlimited Long Distance promotion available only to Birch Business Local Service Customer locations in which Customer subscribes to no greater than 10 lines for domestic local toll and interLATA toll outbound calls from the business location. Customers are required to convert all of their off-net business lines, (exclusions listed below), per location, to Birch in order to qualify for the promotion. Multi-location Customers may choose the promotion per location.

The Customer will be charged \$20.00 per line per month for the Unlimited LD Promotion.

Certain restrictions apply. Customers with 11 or more lines at a location are ineligible for Unlimited LD Promotion at that location. Calls must be placed 1+ to qualify. Unlimited LD Promotion is not available in conjunction with the following: Birchual Office, Birch standalone LD, Remote Call Forwarding, Toll Free, Calling Card, international calls, calls to 900 numbers, autodialers, long distance Internet access, long distance Intranet access, call center applications including but not limited to autodialers, PBX trunks, broadcast fax transmissions, ground start line or trunks, ISDN services, foreign exchange services, public telephone services, public access smart-pay phones, analog to digital conversion digital PBX services, WATS services, PRI/PBX/PABX/EABX services, non-square electronic key telephone systems, hybrid key telephone systems, predictive calling/dialing systems, automatic outbound dialing systems, any type of automatic call distribution system, or the functional equivalent of any such system listed above.

If the Company determines that Customer's usage exceeds fifteen times the average usage of Birch Telecom's long distance customers in the state in which the Customer is located or that the Customer is in violation of any of the above listed restrictions, the Customer shall forfeit eligibility for rates under this plan and (1) Customer will be charged an additional \$50 per month per line for as long as the excess usage or violation continues, (2) Customer will be moved to another Birch long distance plan unless an alternative plan is selected by the Customer, and/or (3) long distance service may be blocked without notice.

Service is subject to terms and conditions contained in the Birch Telecom Interexchange Tariffs and the Price and Service Protection Plan agreement for term customers. Rates are subject to change and Birch reserves the right to discontinue any service at any time. Taxes, fees and other charges apply. This promotion may not be combined with any other offer. Services are not available in all locations. See a Birch representative for details.

The Unlimited Long Distance Promotion is available from August 16, 2004 through November 30, 2004

(N)

6. PRIMUS TELECOMMUNICATIONS SERVICES 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 Customer must subscribe to an alternate Service.

6.1 Primus Services

6.1.1 General Description of Services

Carrier provides interexchange and where allowed, intral.ATA 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.

(N)

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

(N)

6.1 Primus Services (Cont'd.)

6.1.2 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.

6.1.3 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.

6.1.4 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

(N)

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

(N)

6.1 Primus Services (Cont'd.)

6.1.5 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.

6.1.6 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.

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

(N)

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

(N)

6.1 Primus Services (Cont'd.)

6.1.7 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.

6.1.8 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.

6.1.9 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.

6.1.10 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. No monthly minimum required.

6.1.11 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 SERVICES AND RATES (CONT'D.)

(N)

6.1 Primus Services (Cont'd.)

6.1.12 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.

6.1.13 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. No monthly minimum required.

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

(N)

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

(N)

6.1 Primus Services (Cont'd.)

6.1.14 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. No monthly minimum required.

6.1.15 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 SERVICES AND RATES (CONT'D.)

(N)

6.1 Primus Services (Cont'd.)

6.1.16 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.

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 and inbound calling capabilities over switched facilities. TeraFon 1000 inbound calls terminate over customer-provided business switched access lines.

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.

6.1.17 Global Choice On-Net Service*

Global choice On-Net Service is a switched service designed for businesses. This service is available to customers who commit to a MMRC of \$500 per month. Calls are billed in six (6) second increments.

*TeraFon Basic Switched Service, TeraFon Basic Service for Home and Global Choice On-Net Service have been grandfathered and are no longer available to new Subscribers.

(N)

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

(N)

6.1 Primus Services (Cont'd.)

6.1.18 International Plus Switched Service*

International Plus Switched service is a switched service for business customers. No MMRC is required and calls are billed in six (6) second increments.

6.1.19 Primus Residential ICM 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.

6.1.20 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.

6.1.21 PRI Wireless Plan

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

*Globe Talk Plan GP and International Plus Switched Service are grandfathered and are no longer available.

(N)

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

(N)

6.1 Primus Services (Cont'd.)

6.1.22 Primus Select SW Service*

Primus Select SW Service is a switched service designed for businesses. This service is available to Customers that enroll in a one (1) year term plan. Calls are billed in six (6) second increments.

6.1.23 Operator Assisted Services

[RESERVED FOR FUTURE USE]

6.1.24 Directory Assistance

Long Distance Directory Assistance charges apply on either a per call or per minute basis for each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

*Primus Select SW Service has been grandfathered and is no longer available to new Subscribers.

(N)

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

(N)

6.2 Primus Rates

This section sets forth the rates and charges applicable to Carrier's service offerings. Calling card calls from payphones may be subject to additional surcharges.

6.2.1 Global Passport Card Service

Rate Per Minute: \$0.069

6.2.2 Spectra Basic

Rate Per Minute: \$0.235

6.2.3 Spectra Dedicated Service Outbound

Rate Per Minute: \$0.137

6.2.4 Global Access Direct Service

Rate Per Minute: \$0.099

6.2.5 Primus Passport & Postpaid Service

Rate Per Minute: \$0.1490

Per Call Surcharge: \$0.5000

*Primus Business Line and Planet Talk Services have been grandfathered and are no longer available to new Subscribers.

(N)

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

(N)

6.2 Primus Rates (Cont'd.)

6.2.6 Spectra Toll-Free Service

Rate Per Minute: \$0.211

6.2.7 Spectra Toll-Free Dedicated Service

Rate Per Minute: \$0.1490

6.2.8 LCR Best Business Service

Outbound Inbound

Rate Per
Minute: \$ 0.200 \$ 0.145

Outbound Inbound

6.2.9 SME 2000 Service

\$ 0.066 \$ 0.066

Rate Per Minute:

Outbound Inbound

6.2.10 DVD 2000 Service

\$ 0.066 \$ 0.066

Rate Per Minute:

Outbound Inbound

6.2.11 SME Casual Caller Service

\$0.45 \$0.45

Rate Per
Minute:

Outbound Inbound

6.2.12 Business VoiceLink Service*

\$0.20 \$0.20

Rate Per Minute

Outbound Inbound

6.2.13 Voice Solutions 1 Service*

\$0.12 \$0.12

Rate Per Minute:

*Business VoiceLink and Voice Solutions 1 Services have been grandfathered and are no longer available to new Subscribers.

(N)

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

(N)

6.2 Primus Rates (Cont'd.)

6.2.14 TeraFon Service

TeraFon Basic Service*	Outbound	Inbound
------------------------	----------	---------

Rate Per Minute:	\$0.23	\$0.1700
------------------	--------	----------

TeraFon 1000 Switched Service	Outbound	Inbound
-------------------------------	----------	---------

Rate Per Minute:	\$0.1500	\$0.1500
------------------	----------	----------

TeraFon 5000 Switched Service	Outbound	Inbound
-------------------------------	----------	---------

Rate Per Minute:	\$0.065	N/A**
------------------	---------	-------

TeraFon Basic Service for Home*

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

Rate Per Minute:	Peak	Off-Peak
	\$0.16	\$0.13

6.2.15 Global Choice On-Net Service* Outbound Inbound

Rate Per Minute:	\$0.085	\$0.085
------------------	---------	---------

6.2.16 International Plus Switched Service* Outbound Inbound

Rate Per Minute:	\$0.20	\$0.20
------------------	--------	--------

*TeraFon Basic Service, TeraFon Basic for Home Service, Global Choice On-Net Service and International Plus Switched Service have been grandfathered and are no longer available to new Subscribers.

**No Inbound Service

(N)

6.	PRIMUS TELECOMMUNICATIONS SERVICES AND RATES (CONT'D.)			(N)
6.2	Primus Rates (Cont'd.)			
6.2.17	Primus Residential Switch Service	Off Peak		
	Rate Per Minute:	\$0.15	\$0.10	
6.2.18	Primus ICM Passport Card Service		Off Peak	
	Rate Per Minute:	\$0.25	\$0.25	
	Surcharge Per Call:	\$0.50		
6.2.19	PRI Wireless Access			
	Rate Per Minute	\$0.25		
6.2.20	Primus Select SW Service*	Outbound	Inbound	
	Rate Per Minute:	\$0.085	\$0.085	
6.2.21	Operator Assisted Services	[RESERVED FOR FUTURE USE]		
6.2.22	Long Distance Directory Assistance			
	Service			
	Spectra Basic	\$0.70 per minute		
	Spectra Dedicated	\$0.70 per minute		
	SME Casual Caller	\$0.75 per inquiry		
	All other services	\$0.68 per inquiry		

*Primus Select SW Service has been grandfathered and is no longer available to new Subscribers.

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

(N)

6.3 Cable & Wireless USA Services

6.3.1 Service Descriptions

Primus shall offer the Intrastate Services previously offered by C&W USA in Missouri. 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, CS, 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 subscribers.

1. CLD and CF are traditional outbound Services for switched access Customers.
CToll Free is the inbound Service option for CLD and CF Services.
2. CE uses dedicated access for both outbound and inbound Service.
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 SERVICES AND RATES (CONT'D.)

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.1 Service Descriptions (Cont'd.)

1. Prepaid Calling

CPCC Service (prepaid calling card) enables the Card Holder to complete an outbound direct dial call from any touch-tone or rotary telephone in Missouri. 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 SERVICES AND RATES (CONT'D.)

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.1 Service Descriptions (Cont'd.)

1. Prepaid Calling (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. 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.

2. 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 USA, Inc., via alternative distribution channels, including outside sales force.

A. CTLD

A group of inbound and outbound service offerings with switched or dedicated access, available only via CT LD distribution channel. A \$10.00 monthly fee will be added to all active accounts. In addition to basic 1 + services, additional features are available:

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.1 Service Descriptions (Cont'd.)

2. Alternative Channels Services (Cont'd.)

A. CTLD (Cont'd.)

(I) 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.

(7) CDR Billing Charges

Set-up and monthly media
charges.

Set-up and monthly media charge for weekly billing.

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.1 Service Descriptions (Cont'd.)

2. Alternative Channels Services (Cont'd.)

B. Alternative Channel CBF1

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 ("PACLD")

An inbound, outbound switched access 1 + service, available only via select distribution channel.

3. 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 SERVICES AND RATES (CONT'D.)

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.1 Service Descriptions (Cont'd.)

4. 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 thereafter. Toll-free service associated with CG is billed in the same increments as CBF 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 SERVICES AND RATES (CONT'D.)

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.1 Service Descriptions (Cont'd.)

5. CR Service

CR Service 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.

Rate Per Minute	\$0.1090
-----------------	----------

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

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.1 Service Descriptions (Cont'd.)

6. Billing Information

- A. 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.
- B. 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).

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

Day: Evening*:	Monday - Friday, 8 a.m. - 5 p.m. Sunday - Friday, 5 p.m. - 11 p.m.
Night/Weekend	All other times
: Peak:	
Off-Peak**:	Monday- Friday, 8 a.m. - 5 p.m. All other times

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

**Off-Peak rate applies during Holidays.

- D. 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 SERVICES AND RATES (CONT'D.)

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.1 Service Descriptions (Cont'd.)

6. Billing Information (Cont'd.)

E. Timing of Calls:

- (1) On direct dialed outbound and inbound calls provided pursuant to this tariff 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.
- (2) 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.
- (3) Call duration recording of Conference Calling and Operator Service calls does not necessarily employ answer supervision on every call. 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 SERVICES AND RATES (CONT'D.)

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.1 Service Descriptions (Cont'd.)

7. Additional Options - Switched Service

a. 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.

CAPSOO - program for CLD 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.

VIP Numbers - applies to calls to or from five (5) Customer-selected telephone numbers; mutually exclusive with intra-Company and Regional Zone.

(N)

-
6. PRIMUS TELECOMMUNICATIONS SERVICES AND RATES (CONT'D.) (N)
- 6.3 Cable & Wireless USA Services (Cont'd.)
- 6.3.1 Service Descriptions (Cont'd.)
7. Additional Options - Switched Service (Cont'd.)
- B. 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.
- Upon Customer's request, 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; and notifies Primus immediately upon experiencing the problem.
- C. 976 Surcharge
- Calls to a 976-XXXX number will be assessed a surcharge.
- D. Toll Free Call Attempts
- If a Customer's volume of uncompleted Toll Free calls exceeds 50% of call attempts, a surcharge will be assessed.
- E. Conference Calling
- A variety of options for setting up conference calls is available. (N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.1 Service Descriptions (Cont'd.)

7. Additional Options - Switched Service (Cont'd.)

F. Operator Services - The following operator assistance options are available:

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

G. 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.

H. Operation Services - Regulations

Primus will not bill for incomplete calls where answer supervision is available. Where answer supervision is not available, each call is timed by Primus; all calls that last longer than 55 seconds are billed, starting 18 seconds after the last digit of the long distance number is dialed, from the intervention of the operator or automated equipment. Primus will not bill for incomplete calls and will remove any charge(s) for incomplete calls upon (i) subscriber notification or (ii) Primus' knowledge.

The caller and billed party, if different from the caller, will be advised that Primus is the operator service provider at the time of the initial contact. Rate quotes will be given upon request, at no charge, including all rate components and any additional charges. Only tariffed rates approved by the Commission for Primus shall appear on any local exchange company (LEC) BILLINGS. Primus shall be listed on the LEC billing if the LEC has multiple carrier billing ability. Primus will employ reasonable calling card verification procedures which are acceptable to the companies issuing the calling cards. Primus will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider at no charge. Upon request Primus will transfer calls to other authorized interexchange carriers or to the LEC, if billing can list the caller's actual origination point.

Primus offers operator services only to its presubscribed customers. Primus does not provide operator services to traffic aggregators serving transient end users at locations such as payphones or hotels.

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates

1. CLD*

All CLD calls are billed in 1-minute increments.

1. Usage

Per Minute Base Rates

Mileage	Rates
0-10	
11-14	.1390
15-18	.1790
19-23	.1990
24-28	.2590
29-33	.2790
34-40	.2990
41-50	.3090
51-60	.3390
61-80	.3690
81-100	.3790
101-125	.3990
126-150	.4290
151-190	.4390
191-300	.4790
301-430	.4990
430+	.5090

2. Discounts

Volume Discount

The following volume
discounts apply to CLD:

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

(N)

Issued: September 14, 2016

Effective: September 15, 2016

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JX-2017-0039

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

2. CF II Service*

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

1. Usage

Per Minute Base Rates

Mileage	Rates
All	\$.2190

2. CF II Discounts

Volume Discount

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

Other Discounts:

Area Code Select	10%
------------------	-----

*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 SERVICES AND RATES (CONT'D.)

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

3. CF III Service*

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

1. Per Minute Usage Charges

Mileage	Rate
All	\$.2190

2. CF III Discounts

A. CF III Volume Discounts

Volume Discount	
Monthly Usage	Discount
\$0-\$150.00	0%
\$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)

\$500/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 eligible to receive the discounts.

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

4. CToll Free Service*

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

1. Per Minute Usage Charges-

Mileage	Rate
All	\$0.2490

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 SERVICES AND RATES (CONT'D.)

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

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.

1. CE Outbound - Per Minute Usage Charges:

Mileage	Rates
All	\$.1590

2. CE Outbound Discounts

Super Saver Area Code
Limited to eligible area codes in
Missouri Discount

Set up fee	\$100
Discount	5%

Volume Discount

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

Other CE Discounts

Monthly Recurring Fee	\$100/month
Discount	5%

3. CE Toll Free - Per Minute Usage Charges

Mileage	Rate
All	\$0.1942

T-1 Access Special Rate

Mileage	Rate
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 SERVICES AND RATES (CONT'D.)

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

5. CE Service* (Cont'd.)

5.4.5.4 CE Toll Free Discounts

Volume Discount

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

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

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

6. CV Service*

1. CV Switched Outbound - Per Minute Usage Charges

Mileage	Rate
All	\$.2390

2. CV Switched Toll Free - Per Minute Usage Charges

Mileage	Rate
All	\$.2790

3. CV Dedicated Outbound- Per Minute Usage Charges

Mileage	Rate
All	\$.1590

4. CV Dedicated Toll Free - Per Minute Usage Charges

Mileage	Rate
All	\$.1490

5. CV Discounts

Volume Discounts	Discount
Monthly Usage	0%
\$0.00-200.00	4%
\$200.01-1,000.00	8%
1,000.01-3,500.01	10%
3,500.01+	

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 SERVICES AND RATES (CONT'D.)

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

6. CV Service*

Other CV Discounts:

Area Code Select 5%
Toll Free Area Code Select 5%
Intra-Company 5%

Regional Zone

Monthly Recurring Charge \$15.00

Discount 5%

VIP Numbers

Monthly Recurring Charge \$5.00

(Monthly charge waived if domestic usage over \$100)

Discount 5%

Term Plan

MMUC (\$)	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 currently on the 18-month

plan will be converted to the 24-month term plan.

Tenn. Plan II

MMUC(\$)	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)

Issued: September 14, 2016

Effective: September 15, 2016

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Service Commission
JX-2017-0039

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

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.

1. Switched Outbound Service - Per Minute Usage Charges

Mileage	Rate
All	\$.2390

2. CVNS Switched Toll Free Service - Per Minute Usage Charges

Mileage	Rate
All	\$.2790

3. CVNS Dedicated Toll Free - Per Minute Usage Charges

Mileage	Rate
All	\$.1490

4. CVNS Dedicated Outbound- Per Minute Usage Charges

Mileage	Rate
All	\$.1590

*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)

BIRCH TELECOM OF MISSOURI, INC.
dba BIRCH COMMUNICATIONS

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

7. CVNS* (Cont'd.)

5. CVNS Discounts

Volume	
Discount	Discount
Monthly Usage	0%
0.0 - 1,000.000	4%
\$1,000.01-	8%
3,000.00	10%
3,000.01-	
10,000.00	
10,001+	

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

Other
Discounts:

Toll Free 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		
MMUC(\$)	Length of Term (Months)	Discount (%)
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
5,000	36	13
10,000	36	14

*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.4

(N)

Issued: September 14, 2016

Effective: September 15, 2016

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Missouri Public
Service Commission
JX-2017-0039

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

7. CVNS* (Cont'd.)

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 SERVICES AND RATES (CONT'D.)

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

8. CS Service *

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.

1. CS Switched Outbound- Per Minute Usage Charges

Mileage	Rate
All	\$.2390

2. CS Switched Toll Free - Per Minute Usage Charges

Mileage	Rate
All	\$.2790

3. CS Dedicated Outbound - Per Minute Usage Charges

Mileage	Rate
All	\$.1590

4. CS Dedicated Toll Free - Per Minute Usage Charges

Mileage	Rate
All	\$.1490

* 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 SERVICES AND RATES (CONT'D.)

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

8. CS Service * (Cont'd.)

5. CS Discounts

Volume Discount-CS Switched

Monthly Usage	Discount
\$0.00-175.00	0%
\$175.01-300.00	5%
300.01-3,000.00	8%
3,000.01+	10%

Volume Discount-CS Dedicated

Monthly Usage	Discount
\$1,000.01-3,000	4%
3,000.01-5,000	8%
5,000.01-10,000	8%
10,000.01 +	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 discounts.

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

8. CS Service * (Cont'd.)

5. CS Discounts (Cont'd)

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	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 SERVICES AND RATES (CONT'D.)

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

8. CS Service * (Cont'd.)

5. CS Discounts (Cont'd)

<u>Term Plan -CS Switched</u>		
MMUC (\$)	Length of Term (Months)	Discount(%)
250	12	5
1,000	12	7
250	24	7
1,000	24	10
250	36	8
1,000	36	15
<u>Term Plan II -CS Switched</u>		
MMUC(\$)	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
<u>Term Plan -CS Dedicated</u>		
MMUC (\$)	Length of Term (Months)	Discount(%)
2,000	12	6
4,000	12	8
10,000	12	10
2,000	24	8
4,000	24	11
10,000	24	12
2,000	36	10
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.

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

8. CS Service * (Cont'd.)

5. CS Discounts (Cont'd)

Term Plan II -- CS Dedicated

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 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 SERVICES AND RATES (CONT'D.)

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

9. CBFI Service*

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

1. CBFI Switched Outbound - Per Minute Usage Charges

Mileage	Rate
All	\$.2280

2. CBFI Switched Toll Free - Per Minute Usage Charges

Mileage	Rate
All	\$0.2640

3. CBFI Dedicated Outbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.1598

4. CBFI Dedicated Toll Free - Per Minute Usage Charges

Mileage	Rate
All	\$0.1598

5. CBFI Discounts

Optional Volume Discount	
Monthly Usage (\$)	Discount (%)
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 SERVICES AND RATES (CONT'D.)

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

9. CBFI Service* (Cont'd.)

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	Plan 1 \$500	Plan 2 \$2,500	Plan 3 \$10,000
Switched Outbound	\$0.1200	\$0.1150	\$0.1100
Switched Inbound/Toll Free	\$0.1200	\$0.1150	\$0.1100
Dedicated Outbound	\$0.0950	\$0.0900	\$0.0825
Dedicated Inbound/Toll Free	\$0.0950	\$0.0900	\$0.0825
<i>Discount</i>			
Conference Calling	25%	30%	40%

**Formerly FCC Tariffs. See Application of tariff, herein.

***CBFI Service has been grandfathered

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

9. CBFI Service* (Cont'd.)

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 CBFI Direct Sales Plan. Except, depending upon usage level, customers who utilize Conference Calling receive a discount of 30%, 40%, or 50% off of Conference Calling rates.

	Plan4	Plan 5	Plan6
Usage Levels	\$5,000	\$15,000	\$25,000
Switched Outbound	\$0.1150	\$0.1100	\$0.1000
Switched Inbound/Toll Free	\$0.1150	\$0.1100	\$0.1000
Dedicated Outbound	\$0.0900	\$0.0825	\$0.0775
Dedicated Inbound/Toll Free	\$0.0900	\$0.0825	\$0.0775
Discount			
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 Service has been grandfathered and is no longer available to new subscribers.

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

9. CBFI Service* (Cont'd.)

8. CBFI Services Agent Plans

CBFI Agent Plans were 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 usage 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.

*Rates shown include the Conference Calling discount.

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

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

(N)

BIRCH TELECOM OF MISSOURI, INC.
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Original Sheet No. 87

6.	PRIMUS TELECOMMUNICATIONS SERVICES AND RATES (CONT'D.)					(N)
6.3	Cable & Wireless USA Services (Cont'd.)					
6.3.2	Rates (Cont'd.)					
9.	CBFI Service* (Cont'd.)					
8.	CBFI Agent Plans (Cont'd)					
	PLAN I					
		Platinum	Gold	Silver	Copper	
	Usage Levels	\$150,000	\$100,000	\$50,000	\$30,000	
	Switched Outbound	\$0.1220	\$0.1220	\$0.1280	\$0.1330	
	Switched Inbound!f oll Free	\$0.1220	\$0.1220	\$0.1280	\$0.1330	
	Dedicated Outbound	\$0.0690	\$0.0690	\$0.0720	\$0.0760	
	Dedicated Inbound!foll Free	\$0.0690	\$0.0690	\$0.0720	\$0.0760	
	Directory Assistance	\$0.6500	\$0.6500	\$0.6700	\$0.7000	
	Discount					
	Conference Calling	40%	40%	30%	20%	
	*Meet Me	\$0.2700	\$0.2700	\$0.3150	\$0.3600	
	"Toll Free Meet Me	\$0.3600	\$0.3600	\$0.4200	\$0.4800	
	*Operator Handled	\$0.3600	\$0.3600	\$0.4200	\$0.4000	
						(N)

Issued: September 14, 2016

Gordon Williams, Senior Vice President and General Counsel
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

Effective: September 15, 2016

FILED
Missouri Public
Service Commission
JX-2017-0039

(N)

\$0.4200

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

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

9. CBFI Service* (Cont'd.)

9. CBFI Bronze Agent Plan

CBFI Bronze Agent Plan 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

Switched Outbound	\$0.1380
Switched Inbound/toll Free	\$0.1380
Dedicated Outbound	\$0.0800
Dedicated Inbound/toll Free	\$0.0800
Directory Assistance	\$0.7300
Discount Conference Calling	20%
*Meet Me	\$0.3600
*Toll Free Meet Me	\$0.4800
*Operator Handled	\$0.4800

*Rates shown include the Conference Calling discount.

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

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

9. CBFI Service* (Cont'd.)

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 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

Switched Inbound Toll Free/Outbound	\$0.1170
Dedicated Inbound Toll Free/Outbound	\$0.0660
Directory Assistance	\$0.6000
Discount Conference Calling	40%
*Meet	\$0.2700
Me	\$0.3600
*Toll Free Meet Me	\$0.3600
*Operator Handled	
*Conference On Demand	\$0.2100
Toll Free Dial In	\$0.1680
Toll Dial In	\$0.3000
Dial Out Domestic	

*Rates shown include the Conference Calling discount.

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

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

9. CBFI Service* (Cont'd.)

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 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.

Plan III	Gold 2002	Silver 2002
Usage Level	(\$75,000)	(\$40,000)
Dedicated Inbound/Outbound	\$0.0830	\$0.0990
Switched Inbound/Outbound	\$0.1470	\$0.1760
Directory Assistance	\$0.8500	\$1.0000
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	\$0.2076	\$0.2063
Dial-out Domestic	\$0.3962	\$0.3969

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

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

10. CBFB Service (BFB)*

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

1. CBFB - Switched Outbound

\$0.1932/minute

2. CBFB - Dedicated Outbound

\$0.1610/minute

3. CBFB - Switched Inbound

\$0.1932/minute

4. CBFB - Dedicated Inbound

\$0.1610/minute

5. S.U.N. Discount

Customers currently on S.U.N. for interstate service, receive 15% off of CBFB 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 CBFB 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	7.5	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

*BFB service has been grandfathered and is no longer available to new subscribers.

(N)

BIRCH TELECOM OF MISSOURI, INC.
dba BIRCH COMMUNICATIONS

Original Sheet No. 93

6. PRIMUS TELECOMMUNICATIONS SERVICES AND RATES (CONT'D.) (N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

10. CBFB Service (BFB)* (Cont'd.)

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

TWO YEAR TERM MONTHLY USAGE COMMITMENT LEVELS	OUTBOUND Toll Free DISCOUNT(%)	CONFERENCE CALL DISCOUNT(%)
\$1	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(f oll Free DISCOUNT(%)	CONFERENCE CALL DISCOUNT(%)
\$1	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 were 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 then current term, or unless the Customer notifies Primus in writing at least 30 days prior to expiration. Dedicated CBFB traffic is not eligible for S.U.N. S.U.N. is not available with any other offers or discounts.

Issued: September 14, 2016

Gordon Williams, Senior Vice President and General Counsel
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Effective: September 15, 2016

FILED
Missouri Public
Service Commission
JX-2017-0039

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

10. CBFB Service (BFB)* (Cont'd.)

6. EclipseDiscount

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

Intrastate switched outbound and Toll Free/888: 18.40%

Intrastate dedicated outbound and Toll Free/888: 2.38%

7. Horizon Discount

Horizon was available to new customers, who enrolled 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 BFB 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 SERVICES AND RATES (CONT'D.)

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

11. CPCC Service*

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 1-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.

PLANNA:

Standard card.

Minimum Purchase (\$)	Rate Per Unit
\$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.

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

11. CPCC Service* (Cont'd.)

1. Per Unit Value (Cont'd)

PLANB:

Primus retail card targeted for Asian Community.

Rate per Unit \$0.27

PLANC:

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

Minimum Purchase (\$)	Rate Per Unit
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 new subscribers.

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

11. CPCC Service* (Cont'd.)

1. Per Unit Value (Cont'd)

PLAND:

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

Minimum Purchase (Units)	Rate Per Unit
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.

Minimum Purchase (\$)	Rate Per Unit
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

PLANF

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 new subscribers. Only current CPCC Customers, subject to the terms and conditions of this plan are eligible to receive the discount.

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

12. CT LD Service*

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.

1. CT LD Switched Outbound

\$0.1840/minute

2. CT LD Dedicated Outbound

\$0.1190/minute

3. CT LD Switched Inbound

\$0.1840/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 SERVICES AND RATES (CONT'D.)

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

12. CT LD Service* (Cont'd.)

4. CT LD Dedicated Inbound

\$0.1070/minute

5. CT MRC Fee

A monthly, recurring service fee. \$5.00

6. Directory Assistance

Charge per Call: \$0.95

7. Toll Free Features

A. 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

B. 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 reserve the discounts.

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

12. CT LD Service* (Cont'd.)

8. Real Time ANI

Set- up fee, per each toll - free number:	\$150.00
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9. Programmable Toll Free

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

10. Toll Free Directory Assistance

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

11. Accounting Features

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

12. Billing Options

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 reserve the discounts.

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

12. CT LD Service* (Cont'd.)

12. Billing Options (Cont'd)

Weekly Billing

Set-up

\$100.00

Monthly fee

\$520.00

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)

Issued: September 14, 2016

Gordon Williams, Senior Vice President and General Counsel
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

Effective: September 15, 2016

FILED
Missouri Public
Service Commission
JX-2017-0039

BIRCH TELECOM OF MISSOURI, INC.
dba BIRCH COMMUNICATIONS

Original Sheet No. 102

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

13. Partner CBFI Service

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. Switched Outbound

Mileage	Base Rate	1 Yr. Term Plan	2 Yr. Term Plan	3 Yr. Term Plan
All	\$.1642	\$.1609	\$.1592	\$.1560

B. Switched Toll Free

Mileage	Base Rate	1 Yr. Term Plan	2 Yr. Term Plan	3 Yr. Term Plan
All	\$.1908	\$.1869	\$.1850	\$.1812

c. Dedicated Outbound

Mileage	Base Rate	1 Yr. Term Plan	2 Yr. Term Plan	3 Yr. Term Plan
All	\$.1212	\$.1188	\$.1176	\$.1151

D. Dedicated Toll Free

Mileage	Base Rate	1 Yr. Term Plan	2 Yr. Term Plan	3 Yr. Term Plan
All	\$.1212	\$.1188	\$.1176	\$.1151

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.

(N)

Issued: September 14, 2016

Effective: September 15, 2016

Gordon Williams, Senior Vice President and General Counsel
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

FILED
Missouri Public
Service Commission
JX-2017-0039

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

14. CC Service*

CC Service 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 Service is excluded from all other discount programs.

1. Switched Outbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.1200

2. Dedicated Outbound- Per Minute Usage Charges

Mileage	Rate
All	\$0.0950

3. Switched Inbound- Per Minute Usage Charges

Mileage	Rate
All	\$0.1200

4. Dedicated Inbound- Per Minute Usage Charges

Mileage	Rate
All	\$0.0950

5. Discounts

Associations - 5% Volume Discount

6. Fees

Minimum Billed Monthly Usage Charges*

Switched	Dedicated
\$50.00	\$1000.00

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

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

14. CC Service* (Cont'd.)

7. Programmable Toll Free

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

Toll Free Directory Assistance*

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

9. Accounting Features

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

Monthly fee per account with security codes: \$ 10.00

10. Billing Options (Per Location)

Specialized Call Detail Options EBIS Electronic Billing

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-

Weekly \$85.00

fee 0

11. Surcharges

Payphone \$.26/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 Service has been grandfathered and is no longer available to new subscribers.

(N)

Issued: September 14, 2016

Effective: September 15, 2016

Gordon Williams, Senior Vice President and General Counsel
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

FILED
Missouri Public
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JX-2017-0039

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

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.

1. On to On Flat Rate

\$0.0797

2. On to Off Flat Rate

\$0.1181

3. Off to On Flat Rate

\$0.1421

4. Off to Off Rate All Traffic

\$0.2357

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%	10%
\$50,000-\$99,999	10%	12%	15%
\$100,000+	15%	17%	20%

* CG Service has been grandfathered. Only current CG Customers, subject to the terms and conditions of this plan are eligible to receive the discount.

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

15. CG Intrastate Base Rates (Cont'd.)

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.

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

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.2 Rates (Cont'd.)

15. CG Intrastate Base Rates (Cont'd.)

6. CG Rate Plans (Cont'd)

	Plan 1	Plan2	Plan 3	Plan4
Usage Levels	\$100,000	\$75,000	\$50,000	\$30,000
Switched Outbound	\$0.1000	\$0.1000	\$0.1000	\$0.1050
Switched Inbound/Toll Free	\$0.1000	\$0.1000	\$0.1000	\$0.1050
Dedicated Outbound	\$0.0725	\$0.0750	\$0.0775	\$0.0825
Dedicated Inbound Toll Free	\$0.0725	\$0.0750	\$0.0775	\$0.0825
On to On Flat Rate	\$0.0275	\$0.0475	\$0.0525	\$0.0575
Discount Conference Calling	55%	30%	50%	40%

16. 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 Inbound/Toll Free
\$0-	\$0.2690	\$0.2690
\$151.00		
- \$350.00	\$0.2290	\$0.2990
\$351.00 - \$500.00	\$0.2100	\$0.2390
\$501.00 - \$750.00	\$0.1690	\$0.2200
\$751.00 - \$999.00	\$0.1630	\$0.1730
\$1,000.00+	\$0.1220	\$0.1220

*CG and PACLD services have been grandfathered and are no longer available to new subscribers.

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.3 Rates -Additional Options

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 Conferee 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 Conferee 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 Conferee Per Minute \$.60

OnDemand Conference Calling

OnDemand 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.

Service type	Rates
Dial-in	.2800
Toll-Free Dial-in	.3500

2. Directory Assistance

This Service is available to all Primus Customers.

Charge Per Call \$1.50

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.3 Rates -Additional Options (Cont'd.)

3. 976 Surcharge

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

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

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 specifically applies to all calls originating from payphones, made by Primus Customers, including Primus Toll Free Subscribers. Any Primus Customer making a call from a payphone will be assessed the \$0.35 surcharge. Any person dialing a toll-free number subscribed by Primus, the \$0.35 surcharge will be charged to the Primus subscriber of the toll free number. The surcharge will be assessed in addition to any other rates and fees.

Surcharge \$0 .26 per call

(N)

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.3 Rates -Additional Options (Cont'd.)

6. Operator Services

1. Per Minute

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

2. Surcharges

Service	Charge(
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

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

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

O+LEC Card \$4.90

0-LEC Card \$4.90

(N)

Issued: September 14, 2016

Effective: September 15, 2016

Gordon Williams, Senior Vice President and General Counsel
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Kansas City, MO 64108

FILED
Missouri Public
Service Commission
JX-2017-0039

BIRCH TELECOM OF MISSOURI, INC.
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Original Sheet No. 111

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

(N)

6.3 Cable & Wireless USA Services (Cont'd.)

6.3.3 Rates -Additional Options (Cont'd.)

6. Operator Services (Cont'd.)

2. Surcharges (Cont'd)

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 InterLA TA	\$1.50
Casual Caller IntraLA TA	\$1.50

"Emergency Interrupt services include Busy Line Verify surcharges.

Time Periods

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

(N)

Issued: September 14, 2016

Gordon Williams, Senior Vice President and General Counsel
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

Effective: September 15, 2016

FILED
Missouri Public
Service Commission
JX-2017-0039

6.	PRIMUS TELECOMMUNICATIONS SERVICES AND RATES (CONT'D.)	(N)
6.3	Cable & Wireless USA Services (Cont'd.)	
6.3.3	Rates -Additional Options (Cont'd.)	
7.	Expedite Charge	
	Charge applicable to expedited installation of dedicated access to Service, upon Customer's request for such expedited Service. \$250.00	
8.	Special Promotional Offerings	
	From time to time, Primus may provide special promotional offerings to its Customers.	
	General	
	Primus will periodically make promotions available to its customers.	(N)