

**DAYSTARR LLC  
D/B/A DAYSTARR COMMUNICATIONS**

**INTRASTATE ACCESS  
LOCAL CALL TERMINATION  
NETWORK INTERCONNECTION**

ORIGINAL EFFECTIVE DATE JULY 6, 2012

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Issued Under Authority of PA 179 of 1991, as amended  
Issued: July 5, 2012

Effective: July 6, 2012

Issued By: Collin J. Rose, President  
DayStarr, LLC  
307 N Ball St., Owosso, MI 48867

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## CHECK SHEET

The pages of this tariff, as listed below, are effective as of the date shown. Sheets with the effective date blank and denoted as an original revision are effective as of the original effective date of this tariff. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

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

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

- C To signify changed regulation
- D To signify discontinued rate or regulation
- I To signify increased rate
- N To signify new rate or
- R To signify reduced rate

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## SECTION 1 - APPLICATION OF TARIFF

### 1.1 APPLICATION

#### 1.1.1 General

This tariff contains regulations, rates and charges applicable to the provision of intrastate Access Services provided to Customers by DayStarr LLC, hereinafter referred to as the Company.

This tariff also contains regulations, rates, and charges for the provision of Local Call Termination Service (LCTS), as set forth in Section 6, provided by the company to certain Carriers within the state of Michigan.

This tariff also contains regulations, rates and charges applicable to the provision of certain Network Interconnection Services, as set forth in Section 8, provided by the Company to any Carrier within the State of Michigan (i) with which the Company has entered into an Interconnection Agreement that addresses, among other matters, mutual compensation for the exchange of Local Traffic, (ii) that orders such services in anticipation of entering into an Interconnection Agreement with the Company, or (iii) that orders such services pursuant to this tariff.

To the extent that the terms of this tariff are inconsistent with the terms of any Agreement between the Company and any Carrier, the terms of such Agreement shall govern (except as otherwise provided in such Agreement).

The provision of such services by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

This tariff incorporates and applies certain rates, terms, and conditions of services set forth in the Company's Tariff FCC No. 1, Access Service and other tariffs. Such references are to rates, terms and conditions of service as they now exist, and as they may be revised, added to, or supplemented.

Any rules and regulations relating to deposits, billing and payments, as specified elsewhere in this tariff are subject to modification by the Michigan Public Service Commission pursuant to its Consumers Standard Billing Practices regulations.

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**SECTION 2 - GENERAL REGULATIONS, CONT'D**

2.1 UNDERTAKING OF THE COMPANY

2.1.1 General

- A. The Company does not undertake to transmit messages under this tariff.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- C. The Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.
- D. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
- E. The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.
- F. The Company makes no undertakings under this tariff with respect to any Customer that has provided a Service Order relating to facilities of the Company to another telephone company (such as a provider of service at an Access Tandem), but has not provided a copy of the Service Order directly to the Company under Section 5. Notwithstanding the foregoing, such Customers shall be fully liable for the obligations and undertakings of Customers under this tariff as fully as if such Customers had provided valid Service Orders directly to the Company
- G. With respect to Network Element-Provided Access Service (NEPAS), the Company shall not be responsible for the facilities used to provide such services, including installation, operation, maintenance, testing, trouble handling, or performance of such facilities.

## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.1 UNDERTAKING OF THE COMPANY (Cont'd)

#### 2.1.2 Limitations

##### A. Assignment or Transfer of Services

The Customer may assign or transfer the use of services provided under this tariff only where there is no interruption of use or relocation of the services. Such assignment or transfer may be made to:

1. another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
2. a court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgement of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from receipt of written notification.

All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.1 UNDERTAKING OF THE COMPANY (Cont'd)

#### 2.1.2 Limitations (Cont'd)

##### B. Use and Restoration of Services

The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

##### C. Sequence of Provisioning

Subject to compliance with the rules mentioned in B, preceding, (1) the Company facilities-based Access Services offered herein will be provided to Customers on a first-come, first-served basis and (2) the Company facilities-based Network Interconnection Services offered herein will be provided to Customers on a first-come, first-served basis.

The first-come first-served sequence shall be based upon the received time and date recorded, by stamp or other notation by the Company on Service Orders provided by Customers. These orders must contain all the information as required for each respective service as delineated in other sections of this tariff. Service Orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Company will attempt to seek such missing information or clarification on a verbal basis.

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## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.1 UNDERTAKING OF THE COMPANY (Cont'd)

#### 2.1.3 Liability

##### A. Limits of Liability

The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected.

##### B. Acts or Omissions

The Company shall not be liable for any act or omission of any other Carrier or Customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other Carrier or Customer providing a portion of a service.

##### C. Damages to Customer or End User Premises

The Company is not liable for damages to the Customer Premises or any End User Premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.1 UNDERTAKING OF THE COMPANY (Cont'd)

#### 2.1.3 Liability (Cont'd)

##### D. Explosive Atmosphere

The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any persons relating to such Customer's use of services so provided.

##### E. No License Granted

No License under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer against claims of patent infringement arising solely from the use by the Customer of Services offered under this tariff and will indemnify such Customer for any damages awarded based solely on such claims.

##### F. Circumstances Beyond the Company's Control

The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, acts or omissions of sub-contractors or suppliers, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.



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**SECTION 2 - GENERAL REGULATIONS, CONT'D**

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.4 Provision of Services

The Company will provide to the Customer, at the Customer's request upon reasonable notice, services offered in this tariff. Services will be made available to the extent that such services are or can be made available with reasonable effort, and the Company determines in its discretion that sufficient capacity and facilities are available to allow for the provision of such services.

2.1.5 Points of Termination

Except with respect to NEPAS, the point of termination for Access Services provided under this tariff shall be the same as the point of termination of the incumbent local exchange carrier.

## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.1 UNDERTAKING OF THE COMPANY (Cont'd)

#### 2.1.6 Service Maintenance

Except with respect to NEPAS, the services provided under this tariff shall be maintained by the Company. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

#### A. Trouble Reporting

##### 1. Trouble Receipt

The first point of contact (the Company or the Customer) will, upon receipt of the trouble report, be responsible for determining the source of the trouble by testing or other means. If analysis or testing indicates the trouble to be in the service provided by a service provider other than the one taking the report, the holder of the trouble report may refer the trouble report to the appropriate service provider (the Company or the Customer) or the person or entity who initiated the trouble report may be referred to the appropriate service provider.

##### 2. Sectionalization

The Company or Customer identifying the trouble is responsible to initiate sectionalization to the Point of Termination or Point of Interconnection. It is anticipated that the sectionalization could involve cooperative testing and, in the interest of maintaining continuity of service, all entities are expected to participate in this activity when requested.

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## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.1 UNDERTAKING OF THE COMPANY (Cont'd)

#### 2.1.6 Service Maintenance (Cont'd)

##### A. Trouble Reporting (Cont'd)

##### 3. Repair Verification

Repair verification tests, as warranted by the trouble condition found, will be cooperatively performed upon request by the Company or Customer to ensure the service is operational.

##### 4. Responsibility for Repair

Except as otherwise provided, the Company will take all necessary and appropriate measures to repair and maintain facilities provided by the Company. If the Company determines that a problem is with facilities or equipment of the Customer, the Customer may request the Company to continue its investigation. However, the Customer shall be responsible for the Company's costs and charges for such continued investigation.

##### 5. Network Element-Provided Access Service (NEPAS)

With respect to NEPAS, the Customer shall be responsible for working directly with the Incumbent Local Exchange Carrier with respect to any trouble receipt, testing, sectionalization, or repair verification relating to such facilities.

## SECTION 2 – GENERAL REGULATIONS, CONT'D

### 2.1 UNDERTAKING OF THE COMPANY (Cont'd)

#### 2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any Company facilities used in providing service under this tariff. Such actions may include, without limitation:

- substitution of fiber or optical facilities,
- change of minimum protection criteria,
- change of operating or maintenance characteristics of facilities, or
- change of operations or procedure of the Company.

In case of any such substitution, changes or rearrangement, the transmission parameters will be within the range set forth in applicable sections of this tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the Customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the Customer to determine reasonable notification procedures.

## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.1 UNDERTAING OF THE COMPANY (Cont'd)

#### 2.1.8 Refusal and Discontinuance of Service

A. If a Customer fails to comply with 2.1.6, preceding or 2.3.1, 2.3.4, 2.3.5, 2.4, or 2.5, following including any Customer's failure to make payments on the date and times therein specified, the Company may, on thirty (30) days written notice to the Customer, take the following actions:

- refuse additional applications for service from the Customer and/or;
- refuse to complete any pending service orders from the Customer, and/or;
- discontinue the provision of service to the Customer.

In the case of discontinuance, all applicable charges, including termination charges, shall become due.

B. If a Customer or Customer's End User fails to comply with 2.2.2 following, the Company may, on its own initiative or upon written request from a Customer, an End User or another Carrier, terminate service to any Customer or End User identified as having utilized service provided under this tariff in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Company as provided for in its local exchange service tariffs.

In such instances where termination occurs pursuant to a request, the Company shall be indemnified, defended and held harmless by any Customer, End User or other Carrier requesting termination of service against any suit, claim, loss or damage, including punitive damages, attorney fees and court costs, arising from the Company's actions in terminating such service, unless caused by the Company's sole negligence.

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## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.1 UNDERTAKING OF THE COMPANY (Cont'd)

#### 2.1.8 Refusal and Discontinuance of Service (Cont'd)

- C. Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the Customer fails to comply with 2.2.1 following, the Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, the Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the Customer will be notified promptly and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.
  
- D. If the Company does not refuse additional applications for service and/or does not discontinue the provision of services as specified for herein, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service and/or discontinue the provision of the services to the non-complying Customer without further notice.

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**SECTION 2 - GENERAL REGULATIONS, CONT'D**

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

E. The Company may immediately, and without notice, discontinue the furnishing of any and/or all services to the Customer if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, other customers, facilities or services. The Company may discontinue service under this Section 2.1.8.E., if the Company determines that a Customer is using, or attempting to use, the services with the intent to avoid the payment, either in whole or in part, of any of the Company's tariffed charges by:

- Using or attempting to use service by rearranging, tampering with, or making connections not authorized by this tariff to the Company's service, or
- Using fraudulent means or devices, tricks, false or invalid numbers, false credit devices, or electronic devices, whether directed at the Company or others, or
- Using any fraudulent means or devices.

## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.1 UNDERTAING OF THE COMPANY (Cont'd)

#### 2.1.8 Refusal and Discontinuance of Service (Cont'd)

- F. With respect to NEPAS, the Company may discontinue the furnishing of any and/or all services to the Customer or refuse additional applications for service to the extent such services are discontinued or applications are refused by the Incumbent Local Exchange Carrier.

#### 2.1.9 Notification of Service-Affecting Activities

Except with respect to NEPAS, the Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to the following:

- equipment or facilities additions,
- removal or rearrangements,
- routine preventative maintenance, and
- major switching machine change-out.

Generally, such activities are not individual Customer service specific, but may affect many Customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements.

#### 2.1.10 Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.



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## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.1 UNDERTAKING OF THE COMPANY (Cont'd)

#### 2.1.11 Provision and Ownership of Telephone Numbers

The Company reserves the right to assign, designate or change telephone numbers, any other call number designations associated with services provided under this tariff, or the Company serving central office prefixes associated with such numbers when necessary in the conduct of its business. Should it become necessary for the Company to make a change in such number(s), the Company will furnish to the Customer six (6) months notice, by Certified US mail of the effective date and an explanation of the reason(s) for such change(s).

#### 2.1.12 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls over any traffic carried over its network, including that associated with Access Services or Network Interconnection Services. Generally, protective measures (such as those actions which selectively cancel the completion of traffic) would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

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## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.1 UNDERTAKING OF THE COMPANY (Cont'd)

#### 2.1.1 Design Layout Reports

For Access Services other than NEPAS, at the request of the Customer, the Company will provide to the Customer the makeup of those facilities, provided by the Company, directly connecting the Customer Premises and the Company's End Office. For Network Interconnection Services the Company will provide the makeup of the facilities between the POI and the Company's End Office. This information will be provided in the form of a Design Layout Record. The Design Layout Record will be provided to the customer at no charge, and will be reissued or updated whenever these facilities are materially changed.

## SECTION 2 – GENERAL INSTRUCTIONS, CONT'D

### 2.2 USE

#### 2.2.1 Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not:

- interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services,
- cause damage to their plant,
- impair the privacy of any communications carried over their facilities, or
- create hazards to the employees of any of them or to the public.

#### 2.2.2 Unlawful and Abusive

The service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

- The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
- The use of the service in such a manner as to interfere with the use of the service by one or more other Customers or End Users.

## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.3 OBLIGATIONS OF THE CUSTOMER

#### 2.3.1 Damages

The Customer shall reimburse the Company for damages to Company facilities or the facilities of any third party utilized to provide services under this tariff caused by the negligence or willful act of the Customer or resulting from the Customer's improper use of such facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by the Company for damages to the extent of such payment.

#### 2.3.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period. The equipment shall be returned in as good condition as reasonable wear will permit.

#### 2.3.3 Equipment Space and Power

The Customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at non-Company locations where such services terminate. The selection of ac or dc power shall be mutually agreed to by the Customer and the Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Company facilities used to provide services.

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## SECTION 2 - GENERAL REGULATIONS, CON'TD

### 2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

#### 2.3.4 Availability for Testing

Access to facilities used to provide services under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

#### 2.3.5 Design of Customer Services

Subject to the provisions of 2.1.7 preceding, the Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the Company's facilities.

With respect to NEPAS, the Customer shall be responsible for compliance with all requirements imposed by the Incumbent Local Exchange Carrier.

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## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

#### 2.3.6 References to the Company

The Customer may advise End Users that certain services are provided by the Company in connection with the service the Customer furnishes to End Users; however, the Customer shall not represent that the Company jointly participates in the Customer's services.

#### 2.3.7 Indemnification of the Company

##### A. By the Customer

1. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the Customer.

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**SECTION 2 - GENERAL REGULATIONS, CONT'D**

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.7 Indemnification of the Company (Cont'd)

A. By the Customer (Cont'd)

2. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's Circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the Customer, its officers, agents or employees.
3. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this tariff.

## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.3 OBLIGATIONS OF THE Customer (Cont'd)

#### 2.3.7 Indemnification of Company (Cont'd)

##### B. By the End User

1. With respect to claims of patent infringement made by third persons, the End User shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the End User.
2. The End User shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the End User's circuits, facilities, or equipment connected to the Company's services provided under this tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the End User's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the End User to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the End User, its officers, agents or employees.

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**SECTION 2 - GENERAL REGULATIONS, CONT'D**

2.3 Indemnification of the Company (Cont'd)

B. By the End User (Cont'd)

3. The End User shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the End User or third parties arising out of any act or omission of the End User in the course of using services provided under this tariff.

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**SECTION 2 - GENERAL REGULATIONS, CON'TD**

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.8 Coordination with Respect to Network Contingencies

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.3.9 Jurisdictional Report Requirements

For purposes of this tariff, the jurisdictional reporting requirements set forth in the Company's Tariff FCC No. 1, Access Service, B. Regulations, Section 3.3, Jurisdictional Reporting shall apply.

## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

#### 2.3.10 SS7 Signaling, Call Detail Information

##### A. SS7 Signaling

The Customer will use SS7 signaling to set up Calls pursuant to this tariff. The Customer shall provide Calling Party Number (CPN) within the SS7 signaling message, if available. If it is technically infeasible for the Customer to use SS7, multifrequency (MF) signaling shall be used by the Customer. The Customer may elect to arrange for signaling connectivity through a third party provider which is connected to the Company's SS7 network.

##### B. Call Detail Information

To the extent not provided pursuant to A. preceding, the Customer shall, to the extent technically feasible and consistent with industry standards, cause to be transmitted to the Company with each Call information sufficient to identify the originating and terminating telephone numbers for such Call and each Carrier (including the Customer) with respect to such call.

##### C. Signaling for NEPAS

With respect to NEPAS, the Customer shall be responsible for compliance with any signaling requirements imposed by the Incumbent Local Exchange Carrier

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**SECTION 2 - GENERAL REGULATIONS, CON'TD**

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.11 Supervisory Signaling

The Customer's facilities connected to Access Service or Network Interconnection Service shall provide the necessary On-hook, Off-hook, answer and disconnect supervision.

2.3.12 Provision of Facility and Trunking Requirements

At the request of the Company, the Customer shall provide to the Company estimates of its facility and trunking requirements by End Office for each month in the ensuing 12 month period. Requests by the Company for such estimates will not be made more than once every six months.

## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

#### 2.3.13 Sales, Use and Other Taxes/Charges

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

If the Company becomes liable for any sales, use, gross receipts, excise, franchise, access or other local, state or federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, which are imposed on or based upon the provision, sale or use of services, and which are in addition to such taxes, charges or surcharges already specified in this tariff, in such event the Customer shall be responsible for payment of such taxes, charges or surcharges from the date that the Company first became liable for same.

In the event of any dispute over the lawfulness of any tax, charge or surcharge, the Company may elect to impose such tax, charge or surcharge during such dispute, unless otherwise ordered by a court or other lawful authority with jurisdiction. The Company shall credit or refund any funds thus collected, if ordered to do so by such court or other lawful authority if such funds were retained by the Company, or were returned to the Company by the taxing jurisdiction which imposed such tax charge or surcharge.

If billing systems or other support is not available for a service, feature, surcharge, or other element at the time of service provision, the Company will bill for that service, feature, surcharge, or charge elements as soon as it is capable of doing so.

Service-related credit amounts due the Customer that are related to, or based on, service usage will be applied before the application of taxes; and service-related credit amounts due the Customer that are not related to, or based on, service usage, will be applied after the application of taxes.

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## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

#### 2.3.14 Settlements Through Other Carriers

In certain circumstances, the Company makes arrangements with another carrier (an "Intermediate Carrier") under which the Intermediate Carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with Calls and is authorized by the Company to bill the Customer for all access services under the Intermediate Carrier's tariff as if all such services had been provided by the Intermediate Carrier. Where such arrangements are in effect, the terms and conditions governing payment (including applicable rates and charges) for services shall be governed by the applicable tariff of the Intermediate Carrier (or other arrangement in effect between the Intermediate Carrier and the Customer), rather than this tariff.

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**SECTION 2 - GENERAL REGULATIONS, CON'TD**

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.1 Description of Rates and Charges

There are three types of rates and charges that can apply to Access Services or Network Interconnection Services. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth in applicable sections of this tariff. Other charges may also apply as set forth in D. following

A. Monthly Recurring Rules

Monthly recurring rates are flat rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.

B. Usage Rates

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per occurrence (e.g., access minute or query) basis. Usage rates are accumulated over a monthly period.

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**SECTION 2 - GENERAL REGULATIONS, CONT'D**

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.1 Description of Rates and Charges

C. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation of new services or rearrangements of installed services).

1. Installation of Service

The nonrecurring charges applicable to the installation of Access Services or Network Interconnection Services are applied on a per facility, trunk or other basis as specified in Section 12. In addition, certain nonrecurring charges may consist of “first” and “additional” charges. When charges are listed in this manner, the “first” charge applies to the first facility or trunk specified on the order, with the “additional” charge applied to each additional facility or trunk specified on the same order.



## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

#### 2.4.1 Description of Rates and Charges (Cont'd)

##### C. Nonrecurring Charges (Cont'd)

##### 2. Service Rearrangements

Service Rearrangements are changes to existing (installed) services which do not result in a change in the minimum period requirements, a change in the physical location of the Point of Termination (POT) at the Customer Premises or a change of the Customer's Point of Interconnection (POI). Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts. Changes in the physical location of the POT or POI are treated as moves and are described and charged for as set forth in 3. following.

The charge to the Customer for a service rearrangement is dependent on whether the charge is "records only" or administrative in nature or involves an actual physical change to the service. "Records only" changes are made without charge(s) to the Customer. The charges applicable to all other rearrangements are as set forth in applicable sections of this tariff.

##### 3. Moves

A move involves a change in the physical location of the POT at the Customer Premises or the Customer's POI. Moves will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

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**SECTION 2 - GENERAL REGULATIONS, CONT'D**

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.1 Description of Rates and Charges (Cont'd)

C. Nonrecurring Charges (Cont'd)

4. Engineering Charges

Engineering Charges apply in connection with Access Service and Network Interconnection Service.

5. Ordering Charges

Certain nonrecurring charges apply in connection with the ordering of Access Service or Network Interconnection Services as set forth in Section 5 (e.g., Service Order Charge, Service Date Change Charge, Design Change Charge).

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**SECTION 2 - GENERAL REGULATIONS, CONT'D**

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.2 Payment of Rates, Charges and Deposits

A. Deposits

For purposes of this tariff, the Deposit provisions set forth in the Company's Tariff FCC No. 1, Access Service, B. Regulations, Section 5, Deposits, shall apply.

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**SECTION 2 - GENERAL REGULATIONS, CONT'D**

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.2 Payment of Rates, Charges and Deposits (Cont'd)

B. Billing and Collection of Charges, Late Payments

For purposes of this tariff, the provisions regarding billing and collection of charges and late payments set forth in the Company's Tariff FCC No. 1, Access Service, B. Regulations, Section 5.2., Billing and Collection of Charges, shall apply.

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**SECTION 2 - GENERAL REGULATIONS, CONT'D**

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.2 Payment of Rates, Charges and Deposits (Cont'd)

C. Billing Disputes

For purposes of this tariff, the provisions regarding billing disputes set forth in the Company's Tariff FCC No. 1, Access Service, B. Regulations, Section 5.2.9, Billing Disputes, shall apply.

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**SECTION 2 - GENERAL REGULATIONS, CONT'D**

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.2 Payment of Rates, Charges and Deposits (Cont'd)

D. Proration of Charges

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a thirty (30) day month. The Company will, upon request, furnish within thirty (30) days of a request and at no charge to the Customer such detailed information as may reasonably be required for verification of any bill.

E. Rounding of Charges

When a rate as set forth in this tariff is shown to be more than two decimal places, the charges will be determined using the rate shown. The resulting total amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

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**SECTION 2 - GENERAL REGULATIONS, CONT'D**

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.3 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except as otherwise specified. Usage rated services have no minimum period.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. The applicable charge will be the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period plus any usage, nonrecurring and/or Special Construction charge(s) that may be due.

2.4.4 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in Section 5.

2.4.5 Credit Allowance for Service Interruptions, Limitations

For purposes of this tariff, the provisions regarding credit allowances for interruptions of service and limitations of allowances set forth in the Company's Tariff FCC No. 1, Access Service, B. Regulations, Section 6, Allowances for Interruptions in Service, shall apply.

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**SECTION 2 - GENERAL REGULATIONS, CONT'D**

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.6 Access Services Provided by More Than One Telephone Company

When an Access Service is provided by more than one telephone company, for purposes of this tariff, the provisions set forth in the Company's Tariff FCC No. 1, Access Service, B. Regulations, Section 5.3, Ordering, Rating and Billing of Access Services Where More than One Exchange Carrier is Involved, shall apply.

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**SECTION 2 - GENERAL REGULATIONS, CONT'D**

2.5 CONNECTIONS

Except with respect to NEPAS, equipment and systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Access Service furnished by the Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1, Issue II and in Section 2.1 of this tariff.

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## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.6 DEFINITIONS

#### Access Minutes

For the purpose of calculating chargeable usage, the term “Access Minutes” denotes Customer usage, in minutes of use, of Access Service in the provision of intrastate service. Unless otherwise provided in this tariff, on the originating end of an intrastate call, usage is measured from the time the originating End User’s Call is delivered by the Company to and acknowledged as received by the Customer’s facilities connected with the originating exchange, and on the terminating end of an intrastate call, usage is measured from the time the Call is received by the End User in the terminating exchange. Unless otherwise provided in this tariff, timing of usage at both originating and terminating ends of an intrastate Call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

#### Access Service

The term “Access Service” means access to a local exchange network for the purpose of enabling a provider to originate or terminate telecommunication services with the local exchange. Except for end-user common line services, “Access Service” does not include access service to a person who is not a provider. Notwithstanding the foregoing, “Access Service” does not include any service that constitutes Network Interconnection Service.

#### Access Tandem

The term “Access Tandem” denotes a switching system which provides a concentration and distribution function for originating or terminating traffic between the Customer Premises and End Offices that are served by such Access Tandem.

## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.6 DEFINITIONS (Cont'd)

#### Affiliate

The term "Affiliate" denotes a person or entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person or entity. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of 50 percent or more.

#### Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Company may vary based on Company policy, union contract and location.

#### Call

The term "Call" denotes an End User or Customer attempt for which complete address information (e.g., 7 or 10 digits) is provided to the serving dial tone office.

#### Carrier or Common Carrier

The term "Carrier" or "Common Carrier" denotes a Local Exchange Carrier or Interexchange Carrier.

#### Central Office

See End Office.

#### Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to an End User's Local Exchange Service.

## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.6 DEFINITIONS (Cont'd)

#### Channelize (Cont'd)

The term "Channelize" denotes the process of multiplexing/demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

#### Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

#### Company

The term "Company" or "Telephone Company" denotes DayStarr, LLC, a Michigan corporation, which is the issuer of this tariff.

#### Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff.

#### Customer Premises

The term "Customer Premises" denotes the premises designated or used by the Customer for the provision of Access Service or Network Interconnection Service.

#### Dial Around Service

Dial Around Service allows an End User to reach a non-presubscribed Interexchange Carrier via dialing 10XXX or 101XXXX.

## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.6 DEFINITIONS (Cont'd)

#### DS1 Facility

The term "DS1 Facility" denotes a facility that is capable of transmitting electrical signals at a nominal rate of 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

#### DS3 Facility

The term "DS3 Facility" denotes a facility that is capable of transmitting electrical or optical signals at a nominal rate of 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.

#### End Office

The term "End Office" denotes a Company switching system where Local Exchange Service customer station loops (including dedicated digital links from a DLS End User) are terminated for purposes of interconnection to each other and to trunks.

#### End User

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

## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.6 DEFINITIONS (Cont'd)

#### Exchange

The term "Exchange" means one or more contiguous central offices and all associated facilities within a geographical area in which local exchange telecommunication services are offered by the Company

#### First Point of Switching

The term "First Point of Switching" denotes the first Company location at which switching occurs on the terminating path of a Call proceeding from the Customer Premises to the terminating End Office and, at the same time, the last Company location at which switching occurs on the originating path of a Call proceeding from the originating End Office to the Customer Premises.

#### Immediately Available Fund in U.S. dollars

The term "Immediately Available funds in U.S. dollars" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

#### Incumbent Local Exchange Carrier (ILEC)

The term "Incumbent Local Exchange Carrier" shall mean any Carrier that constitutes an "incumbent local exchange carrier" pursuant to Section 251(h)(1) of the Communications Act of 1934 or that is treated as an "incumbent local exchange carrier" pursuant to Section 251(h)(2) of the Communications Act of 1934.

## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.6 DEFINITIONS (Cont'd)

#### Individual Case Basis (ICB)

The term "Individually Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

#### Interconnection Agreement

The term "Interconnection Agreement" denotes a lawful written agreement between the Company and a Local Exchange Carrier relating to the mutual termination of Local Traffic.

#### Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by fiber optics, wire or radio or any suitable technology or combination of technologies, between two or more exchanges.

#### Intermediate Carrier

The term "Intermediate Carrier" denotes another carrier with which the Company has made an arrangement under which the carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with calls and is authorized by the Company to bill the Customer for all access services under the carrier's tariff as if all such services had been provided by the carrier.

#### Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.6 DEFINITIONS (Cont'd)

#### Intrastate Communications

The term "Intrastate Communications" denotes any communications which originate and terminate within the state.

#### Legal Holiday

The term "Legal Holiday" denotes a day other than a Saturday or Sunday for which the Company is normally closed.

#### Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" (LATA) means the local access and transport area as defined in Section 3(25) of the Communications Act of 1934, as amended.

#### Local Exchange Carrier

The term "Local Exchange Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in providing Local Exchange Service.

#### Local Exchange Service

The term "Local Exchange Service" denotes a service which provides for exchange telephone communications within a local calling area.

#### Local Traffic

For the purpose of this tariff, a call is considered local traffic if the call originates and terminates within the same local calling area as determined by the tariffs of the local exchange carrier whose End User initiates the call.



## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.6 DEFINITIONS (Cont'd)

#### Major Fraction Thereof

The term "Major Fraction Thereof" denotes any period of time in excess of ½ of the stated amount of time. As an example, in considering a period of 24 hours, a Major Fraction Thereof would be any period of time in Excess of 12 hours exactly.

#### Mutual Traffic Exchange

The term "Mutual Traffic Exchange" denotes a compensation arrangement between the Company and a Customer where each party agrees to terminate on its network Local Traffic originated on the other party's network without charge to each other (also known as a "Bill and Keep" arrangement).

#### Network Element-Provided Access Service (NEPAS)

The term Network Element-Provided Access Service (NEPAS) refers to service that provides switched access to the Premises of an End User which is obtaining a NEP Service offering (NEPS End User) under the Company's Local Exchange Service Tariff. NEPAS is provided utilizing network elements of the Incumbent Local Exchange.

#### Network Element-Provided (NEP) Service

The term "NEP Service" means a Company local service offering pursuant to the Company's Local Exchange Service Tariff that is provided by the Company using the facilities of an Incumbent Local Exchange Carrier.

#### NEPS End Office

The term "NEPS End Office" means an Incumbent Local Exchange Carrier's End Office used in connection with the provision of an NEP Service by the Company.

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## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.6 DEFINITIONS (Cont'd)

#### NEPS End User

The term "NEPS End User" means an End User which purchases an NEP Service.

#### Network Interconnection Services (NIS)

The term "Network Interconnection Services" (NIS) denotes the use of the network or facilities of the Company to enable a Local Exchange Carrier to terminate Local Traffic.

#### North American Numbering Plan

The term "North American Numbering Plan" denotes a three-digit area code (Numbering Plan Area - NPA) and a seven-digit telephone number made up of a three-digit Central Office prefix plus a four-digit station number.

#### Off-hook

The term "Off-hook" denotes the active condition of a Local Exchange Service line.

#### On-hook

The term "On-hook" denotes the idle condition of a Local Exchange Service line.

#### Originating Direction

The term "Originating Direction" denotes the use of a service for the completion of calls from an End User Premises to a Customer Premises or Point of Interconnection.

#### Percent of Interstate Use (PIU)

The term "Percent of Interstate Use" (PIU) denotes the percent of interstate usage on lines or trunks carrying interstate and intrastate calls.

## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.6 DEFINITIONS (Cont'd)

#### Point of Interconnection (POI)

The term "Point of Interconnection" (POI) denotes a place where the Company's and a Customer's networks physically connect for the purpose of exchanging (1) in the case of NIS, Local Traffic, and (2) in the case of Access Services, traffic originated by or terminating to End Users.

#### Point of Termination (POT)

The term "Point of Termination" is defined in Section 2.1.5 preceding.

#### Premises

The term "Premises" denotes a building, a portion of a building in a multitenant building or buildings on continuous property (except Railroad Rights-of-Way, etc.).

#### Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the Customer Premises would normally obtain dial tone from a telephone company providing access service to such premises.

#### Signaling System 7 (SS7)

The term "Signaling System 7" (SS7) denotes the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

#### Telecommunications Service

"Telecommunications Service" or "Services" includes regulated and unregulated services offered to customers for the transmission of 2-way interactive communication and associated usage. A telecommunications service is not a public utility service.

## SECTION 2 - GENERAL REGULATIONS, CONT'D

### 2.6 DEFINITIONS (Cont'd)

#### Terminating Direction

The term "Termination Direction" denotes the use of a service for the completion of calls from a Customer Premises or Point of Interconnection to an End User Premises.

#### 800 Service

"800 Service" or "8YY Service" is a telecommunications service which permits inward calling between a location associated with an access line in one area and locations in diverse geographical service areas specified by the owner of the 800 number. The Call is without charge to the calling party. The owner of the 800 number is responsible for the access charges associated with the service.

#### Transmission Path

The "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

#### Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

#### Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

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**SECTION 2 - GENERAL REGULATIONS, CONT'D**

2.6 DEFINITIONS (Cont'd)

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, or access tandems are located.

### SECTION 3 – CARRIER COMMON LINE ACCESS SERVICE

The Company will provide Carrier Common Line Access Service (Carrier Common Line Access) to customers in conjunction with Switched Access Service provided in Section 10 of this tariff or the appropriate Switched Access Service section of other Access Service tariffs.

3.1 General Description

Carrier Common Line Access provides for the use of end users' Company provided common lines by customers for access to such end users to furnish Intrastate Communications.

3.2 Limitations

3.2.1 Exclusions

Neither a telephone number nor detail billing are provided with Carrier Common Line Access. Additionally, directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

3.2.2 Access Groups

All trunk side connections provided in the same access group will be limited to the same features and operating characteristics.

3.3 Undertaking of the Telephone Company

3.3.1 Provision of Service

Where the customer is provided Switched Access Service under other sections of this or other Access Service tariffs, the Telephone Company will provide the use of Telephone Company common lines by a customer for access to end users at rates and charges as set forth in 12.3 following.

3.3.2 Interstate and Intrastate Use

The Switched Access Service provided by the Telephone Company includes the Switched Access Service provided for both interstate and intrastate communications. The Carrier Common Line Access rates and charges as set forth in 12.3 following apply to intrastate Switched Access Service access minutes in accordance with the rate regulations as set forth in 3.6.3 following (Percent Intrastate Use -PIaU).

### **SECTION 3 – CARRIER COMMON LINE ACCESS SERVICE (CONT'D)**

#### 3.4 Obligations of the Customer

##### 3.4.1 Switched Access Service Requirement

The Switched Access Service associated with Carrier Common Line Access shall be ordered by the customer under other sections of this tariff.

##### 3.4.2 Supervision

The customer facilities at the premises of the ordering customer shall provide the necessary on-hook and off-hook supervision.

#### 3.5 Determination of Usage Subject to Carrier Common Line Access Charges

Except as set forth herein, all Switched Access Service provided to the customer will be subject to Carrier Common Line Access charges.

##### 3.5.1 Determination of Jurisdiction

When the customer reports interstate and intrastate use of Switched Access Service, the associated Carrier Common Line Access used by the customer for intrastate will be determined as set forth in 3.6.3 following (Percent Intrastate Use-PIaU).

#### 3.6 Rate Regulations

##### 3.6.1 Billing of Charges

Carrier Common Line charges will be billed to each Switched Access Service provided under this tariff in except as set forth in 3.6.3 following (PIaU).

##### 3.6.2 Measuring and Recording of Call Detail

When access minutes are used to determine Carrier Common Line charges, they will be accumulated using call detail recorded by Telephone Company equipment. The Telephone Company measuring and recording equipment tandem switching equipment and will record each originating and terminating access minute where answer supervision is received. The accumulated access minutes will be summed on a line by line basis, by line group or by end office, whichever type of account is used by the Telephone Company, for each customer and then rounded to the nearest minute.

### **SECTION 3 – CARRIER COMMON LINE ACCESS SERVICE (CONT'D)**

#### 3.6 Rate Regulations (Cont'd)

##### 3.6.3 Percent Intrastate Use (PIaU)

When the customer reports interstate and intrastate use of in-service Switched Access Service, Carrier Common Line charges will be billed only to intrastate Switched Access Service access minutes based on the data reported by the customer (Jurisdictional Reports), except where the Telephone Company is billing according to actuals by jurisdiction. Intrastate Switched Access Service access minutes will be used to determine Carrier Common Line Charges as set forth in 3.6.4 following.

##### 3.6.4 Determination of Charges

After the adjustments as set forth in 3.6.3 preceding have been applied, when necessary, to Switched Access Service access minutes, charges for the involved customer account will be determined as follows:

- (A) Access minutes for all Switched Access Service subject to Carrier Common Line charges will be multiplied by the per minute rate as set forth in 12.3
- (B) Terminating, per minute charge( s) apply to:
  - all terminating access minutes of use;
  - less those terminating access minutes of use associated with Wireless Switching Centers (WSCs).
  
  - all originating access minutes of use associated with calls placed to 700, 800 series and 900 numbers, less those originating access minutes of use associated with calls placed to 700, 800 series and 900 numbers for which the customer furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that terminate in a Switched Access Service that is assessed Carrier Common Line charges.



**SECTION 3 – CARRIER COMMON LINE ACCESS SERVICE (CONT'D)**

3.6 Rate Regulations (Cont'd)

3.6.4 Determination of Charges (Cont'd)

When the customer makes this report available to the Telephone Company in advance of billing, those minutes of use will be charged on the current bill as originating minutes of use as set forth in (F) following. If a billing dispute arises concerning the customer provided report, the Telephone Company will request the customer to provide the data the customer used to develop the report. The Telephone Company will not request such data more than once a year. The customer shall supply the data within 30 days of the Telephone Company request.

When this report is not available to the Telephone Company until after billing, it shall be used by the Telephone Company to calculate and post a credit to the customer's account. The credit shall be posted to the customer's account within 30 days of receipt of the report. The credit shall be calculated by multiplying the number of access minutes of use, for which a credit is determined to be applicable, times the difference between the terminating and originating Carrier Common Line charges in effect when the calls were completed.

(C) The originating Access, per minute charge(s) apply to:

- all originating access minutes of use;
- less all originating access minutes of use associated with calls placed to 700, 800 and 900 numbers;
- less those originating access minutes of use associated with Wireless Switching Centers (WSCs).
- plus all originating access minutes of use associated with calls placed to 700, 800 series and 900 numbers for which the customer furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that terminate in a Switched Access Service that is assessed Carrier Common Line charges, and for which a corresponding reduction in the number of terminating access minutes of use has been made as set forth in (B) preceding.

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**SECTION 4 - RESERVED FOR FUTURE USE**

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## SECTION 5 - ACCESS/INTERCONNECTION ORDERING

### 5.1 GENERAL

Except as required elsewhere in this tariff, the provisions set forth in the Company's Tariff FCC No. 1, Access Service, C. Ordering Options for Access Service, shall apply. Except as required elsewhere in this tariff, the same provisions applicable to ordering Access Service shall apply to ordering Network Interconnection Services, including installation charges, change charges, other engineering charges, and other various charges. The Company's Tariff FCC No. 1, Access Service, C. Ordering Options for Access Services addresses, among other things, Ordering Conditions, Provisioning of other services such as Engineering Services, Constructive Ordering of Switched Access Service.

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**SECTION 5 - ACCESS/INTERCONNECTION ORDERING, CONT'D**

5.2 NETWORK INTERCONNECTION SERVICE

When ordering Network Interconnection Service, the Customer must specify:

- The type and quantity of facility required or being provided by the Customer,
- The number of trunks desired,
- Any OC3, DS3, DS1 or DS0 Multiplexing required, and
- Other information deemed necessary by the Company.

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**SECTION 5 - ACCESS/INTERCONNECTION ORDERING, CONT'D**

5.3 MISCELLANEOUS SERVICES

For Access Services and Network Interconnection Services, the same procedures for Ordering of miscellaneous intrastate services, such as, including, but not limited to, Additional Engineering, Additional Labor, Maintenance Service, Presubscription, and Billing Name and Address (BNA), shall apply as set forth in the Company's Tariff FCC No. 1, Access Service, G., Miscellaneous Services.

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**SECTION 6 - LOCAL CALL TERMINATION SERVICE (LCTS)**

6.1 GENERAL

This Section establishes an arrangement for the termination of local telecommunications traffic of other carriers on the Company's network, including intra-exchange Telecommunications traffic; traffic that originates and terminates in the same local calling area as specified in the Company's Tariff M.P.S.C. No. 1; Extended Area Service (EAS) traffic; and traffic pursuant to Michigan Telecommunications Act ("MTA") Section 304(1), hereinafter referred to as Local Call Termination Service (LCTS).

This Section is applicable to the provision of LCTS to Carriers within the State of Michigan. If an Interconnection Agreement exists between a Carrier and the Company, to the extent that the terms of this Section are inconsistent with the terms of the Agreement between the Company and the Carrier, the terms of such Agreement shall govern (except as otherwise provided in such Agreement).

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**SECTION 6 - LOCAL CALL TERMINATION SERVICE (LCTS), CONT'D**

6.1 GENERAL (Cont'd)

6.1.1 Regulations

The provisions of Sections 2, 5, and 10 of this tariff apply to LCTS unless otherwise provided. As applied to LCTS, the term "access service" is replaced with the term "Local Call Termination Service."

- A. LCTS requires the use of Calling Party Number (CPN) when a call is setup using SS7 or ANI when the call is setup using other methods. Calls with the appropriate CPN/ANI for the provider's service area will be billed at the rate shown herein. Calls without the appropriate CPN/ANI will be billed as access.
- B. Terminating access services are not allowed over facilities associated with LCTS. If it is determined that the customer has routed terminating access services over facilities ordered for LCTS in violation of the above, the Company will charge the customers the higher of LCTS charges or terminating access charges for all of the traffic routed over those facilities plus a penalty of up to three times the original charges.
- C. Charges for LCTS shall be on a per Interconnection Minutes basis.

6.1.2 Constructive Ordering of LCTS

In the event a Carrier with whom an Interconnection Agreement or other arrangements does not exist, directs local traffic to the Company for termination, such Carrier will be held to have constructively ordered LCTS from the Company.

## **SECTION 6 - LOCAL CALL TERMINATION SERVICE (LCTS), CONT'D**

### **6.2 DEFINITIONS PERTAINING TO SECTION**

#### **Carrier**

A telecommunications carrier, other than DayStarr LLC, that provides local exchange telecommunications services within the state of Michigan between one or more of its exchanges and an exchange of the Company.

#### **Interconnection Minutes**

For the purpose of calculating chargeable usage, the term "Interconnection Minutes" denotes customer usage of exchange facilities in the provision of local call termination service. For terminating local calls provided with Multi-Frequency Signaling, the measurement of interconnection minutes begins when the terminating first point of switching receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. This measurement ends when the terminating first point of switching receives disconnection supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the first point of switching. Interconnection minutes to an end office will be determined by the Company. For terminating local calls with SS7 Signaling, usage measurement begins when the terminating recording switch receives answer supervision and sends the indication to the customer in the form of an answer message. The measurement of terminating local call usage ends when the entry switch receives or sends a release message, whichever occurs first. The telecommunications industry commonly refers to the above length of time as terminating conversation time.

### **6.3 RATES**

The rates and charges for LCTS are set forth in Section 12.4



**SECTION 7 - RESERVED FOR FUTURE USE**

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## SECTION 8 - NETWORK INTERCONNECTION SERVICES

### 8.1 GENERAL

The Network Interconnection Services (NIS) available under this tariff consist of Physical Network Interconnection Arrangements.

NIS is available only in connection with the termination of Local Traffic to End Users to whom the Company is able to terminate calls using Access Services as provided elsewhere in this tariff. NIS is only available to Customers who are Facility-Based Certified Local Exchange Carriers, authorized by the Michigan Public Service Commission to provide Local Exchange Service in Michigan. The Company shall not be obligated to provide NIS to Customers that do not offer services comparable to NIS to the company for the termination of Local Traffic originated by the Company. A LEC providing Local Exchange Service using one or more unbundled network elements provided by another Carrier shall be deemed to be facility-based.

#### 8.1.1 Regulations

The provisions of Section 2 and Section 5 of this tariff shall apply to NIS unless otherwise specifically provided herein.

##### A. Service Rearrangements

Service rearrangements are as described in Section 2.4.1.C.2. All NIS rearrangements, except the “records only” changes, and the administrative changes, will be treated as disconnects and starts.

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## **SECTION 8 - NETWORK INTECONNECTION SERVICES, CONT'D**

### **8.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS**

Physical Network Interconnection Arrangements provide the necessary facilities, equipment and connections to allow a Customer to terminate Local Traffic on the Company's network. Physical Network Interconnection Arrangements are not available in connection with termination of Local Traffic to NEPS End Offices.

#### **8.2.1 Obligations Of The Company And The Customer**

The Company and the Customer are each individually responsible for installation, operation, and maintenance of the equipment and facilities on their own respective networks. The Company and the Customer will perform functions for each other which are reasonably necessary to engineer, install, maintain, and administer the facilities subject to this arrangement.

Except as may otherwise be agreed by the Company and the Customer, each party is responsible for the provisioning of the facilities within its own network up to the Point of Interconnection (POI) as set forth in 8.2.2 following.

The Customer and the Company shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the exchange.

The Customer and the Company will cooperate to determine the performance of their respective networks and will implement joint management controls to further overall service integrity.

#### **8.2.2 Establishing Points of Interconnection**

The Company shall designate Points of Interconnection (POI) at the Company's End Office, and at any other reasonable point on the Company's network. The Company and the Customer may establish a POI at other points by mutual agreement.

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**SECTION 8 - NETWORK INTERCONNECTION SERVICES, CONT'D**

8.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (Cont'd)

8.2.2 Establishing Points of Interconnection (Cont'd)

The Customer is responsible for providing its own facilities to route calls to the POI. Each party shall bear its own costs related to the provisioning and installation of its facilities. After installation of any facility, only Company personnel will be permitted access to the Company side of the POI for maintenance or any other purpose.

Subject to mutual agreement between the Customer and the Company, a Customer may terminate traffic on the Company's network in one of two ways: 1) separate trunk groups for Local Traffic and non-Local Traffic; or 2) on combined trunk groups.

The Customer will compensate the Company for terminating Local Traffic which the Customer delivers at the POI for termination on the Company's network in accordance with the Interconnection Agreement between the Company and the Customer.

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**SECTION 8 - NETWORK INTERCONNECTION SERVICES, CONT'D**

8.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (Cont'd)

8.2.3 SS7 Interconnection

A Customer may connect to the Company's SS7 network in a manner agreed to by Company.

8.2.4 Charges

The charges applicable to Network Interconnection Arrangements are set forth in Section 12.1.

8.2.5 Collocation

Nothing in this tariff shall obligate the Company to provide physical collocation services to the Customer. Collocation arrangements, if any, will be made subject to availability and on an Individual Case Basis.

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**SECTION 9 ADDITIONAL ENGINEERING, LABOR  
AND MISCELLANEOUS SERVICES**

9.1 GENERAL

For Access Services and Network Interconnection Service, the same rates, terms and conditions for providing Miscellaneous Services, such as, Additional Engineering, Additional Labor, Testing Services, Maintenance Services, Telecommunications Service Priority (TSP), Presubscription and Billing name and Address (BNA), shall apply as set forth in the Company's Tariff FCC No. 1, Access Service, G. Miscellaneous Services, and K. Rates and Charges, Section 4.4, Miscellaneous Services. In Addition, the same rates, terms and conditions for providing 8YY Toll Free Database Access Service shall apply as set forth in the Company's Tariff FCC No. 1, Access Service, D. Switched Access Service, Section 2.3(C)(1)(a), 8YY Toll Free Database Access Service and K. Rates and Charges, Section 1.3, 8YY Database Access Service.

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**SECTION 10 - ACCESS SERVICE**

10.1 GENERAL

The same terms and conditions for providing access services shall apply as set forth in the Company's Tariff FCC No. 1, Access Service, D. Switched Access Service and H. Special Access Service.

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**SECTION 11 - RESERVED FOR FUTURE USE**

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**SECTION 12 - RATES**

12.1 GENERAL

Except as provided elsewhere in this section, the rates and charges for access services and Network Interconnection Services shall be the same as the rates and charges set forth in the Company's Tariff, FCC No. 1, Access Service, K. Rates and Charges.

The rates for common line access service are set forth in Section 12.3.

The rates for LCTS are set forth in Section 12.4.

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**SECTION 12 – RATES, CONT'D**

12.2 PAYMENT OF RATES AND CHARGES: RECIPROCAL PRICING

The regulations regarding the payment of rates and charges are set forth in Section 2.4. (Payment Arrangements and Credit Allowances).

Notwithstanding any other provision of this tariff, with respect to any Customer that, on its own or through an Affiliate, provides services comparable to the services provided under this tariff to the Company within Michigan, during any billing period, in the event that any of the applicable rates and charges set forth in this Section 12 are lower than comparable rates and charges in effect as of the last day prior to such billing period (“Customer Prices”) offered or charged by the Customer or such Affiliate to the Company anywhere within Michigan for services comparable to the services provided under this tariff, then, for such Customer, such rates and charges in this Section 12 may be increased by the Company to an amount equal to such Customer Prices.

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**SECTION 12 – RATES, CONT'D**

12.3 COMMON LINE ACCESS SERVICE

Terminating per access minute	\$0.004860
Originating per access minute	\$0.003000

12.4 LOCAL CALL TERMINATION SERVICE

12.4.1 LCTS Rate

Per Interconnection minute	\$0.004331
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12.4.2 LCTS - Other Charges

The charge for all other services required to provide LCTS shall be the same as charges for access service and are determined under the Company's Tariff, FCC No. 1, Access Service, K. Rates and Charges.

12.5 TOLL VOIP-PSTN TRAFFIC

Unless the Company and Customer have entered into an agreement that specifies otherwise, all toll VoIP-PSTN traffic will be billed at the rates set forth in the Company's Tariff FCC No.1 in accordance with the FCC's Order in its WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011). VoIP-PSTN traffic is defined as traffic exchanged between the Company end user and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. Traffic originates and/or terminates in IP format if it originates from and/or terminates to a customer of a service that requires Internet protocol compatible customer premises equipment.