

INTRASTATE SERVICES TARIFF

This tariff West Telecom Services, LLC Illinois C.C. Tariff No. 3 replaces Hypercube Telecom, LLC Illinois C.C. Tariff No. 1 currently on file with the Commission in its entirety due to Company name change.

West Telecom Services, LLC

TITLE PAGE

Issued: November 12, 2015

Effective: November 13, 2015

Issued by: Manager – Regulatory Compliance
 3200 W. Pleasant Run Road, Suite 300
 Lancaster, TX 75146

ILx1504

INTRASTATE SERVICES TARIFF

This tariff West Telecom Services, LLC Illinois C.C. Tariff No. 1 replaces Hypercube Telecom, LLC Illinois C.C. Tariff No. 1 currently on file with the Commission in its entirety due to Company name change.

West Telecom Services, LLC
3200 W. Pleasant Run Road, Suite 300
Lancaster, TX 75146

INTRASTATE SERVICES TARIFF

This tariff contains the description, regulations and rates for the furnishing of local exchange and interexchange data and voice services provided by West Telecom Services, LLC, throughout the State of Illinois. The principal offices of The Company is located at: 3200 W. Pleasant Run Road, Suite 300 Lancaster, TX 75146. This tariff is on file with the Illinois Commerce Commission, and copies may be inspected, during normal business hours, at the Company's place of business in Lancaster, TX.

Issued: November 12, 2015

Effective: November 13, 2015

Issued by: Manager – Regulatory Compliance
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 INTRASTATE SERVICES TARIFF

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
1	Original		26	Original		51	Original
2	Original		27	Original		52	Original
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22	Original		47	Original			
23	Original		48	Original			
24	Original		49	Original			
25	Original		50	2 nd Revised	*		

* - Indicates those pages included with this filing.

 Issued: April 27, 2017

Effective: July 1, 2017

Issued by: Manager - Regulatory Compliance
3200 W. Pleasant Run Road, Suite 300
Lancaster, TX 75146

IL11701

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 Issued: November 12, 2015

Effective: November 13, 2015

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C - To Signify Changed Regulation
- D - Deleted or Discontinued Material
- I - Change Resulting in A Rate Increase.
- M - Moved From Another Tariff Location
- N - New Material
- R - Change Resulting In A Rate Reduction
- T - Change In Text Only, No Change in Rate

Issued: November 12, 2015

Effective: November 13, 2015

Issued by: Manager – Regulatory Compliance
3200 W. Pleasant Run Road, Suite 300
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TARIFF FORMAT

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

INTRASTATE SERVICES TARIFF

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates and terms and conditions of service applicable to the furnishing of intrastate transmission services by West Telecom Services, LLC (“Company”) to business Customers within the State of Illinois.

Issued: November 12, 2015

Effective: November 13, 2015

Issued by: Manager – Regulatory Compliance
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INTRASTATE SERVICES TARIFF

SECTION 1 - DEFINITIONS**1.1 Definitions**

Certain terms used generally throughout this tariff are defined below:

Advance Payment - The payment required before the start of service.

Authorized User - A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Commission - Illinois Commerce Commission

Company – West Telecom Services, LLC

Customer or Subscriber - The person, firm or corporation which orders intrastate common carrier service pursuant to this tariff and is responsible for the payment of charges and compliance with the Company's regulations. Customer includes joint and authorized users.

Dedicated Access Service - An arrangement whereby a Customer or other common carrier uses a dedicated private line facility to access the Company's network.

Interruption - The inoperability of the subscriber line due to Company facilities malfunction or human error.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Carrier or ("LEC") - Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Issued: November 12, 2015

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SECTION 1 – DEFINITIONS, (CONT'D.)

1.1 Definitions, (Cont'd.)

Service Order - The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

User or End User - A Customer, or any other person authorized by a Customer to use service provided under this tariff.

INTRASTATE SERVICES TARIFF

SECTION 2 –RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

2.1.1.1 The services of the Company consist of the furnishing of one-way and/or two way telecommunication and information transmission services throughout the State of Illinois pursuant to this general tariff offering of service to the general public.

2.1.1.2 The services offered herein may be used for any lawful purpose, including business, governmental or other use. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations herein.

INTRASTATE SERVICES TARIFF

SECTION 2 –RULES AND REGULATIONS, (CONT'D.)

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

2.1.1 Scope, (Cont'd.)

2.1.1.3 Company services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of any tariffs of such other communications carriers which are applicable to such connections.

2.1.2 Shortage of Equipment of Facilities

2.1.2.1 The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control including but not limited to acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided using the Company's data transport facilities, as well as, from time to time and at the sole discretion of the Company, facilities the Company may obtain from other carriers.

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SECTION 2 –RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Ownership of Facilities**

Title to all facilities and equipment, and related plans and proposals, provided by Company in furnishing service in accordance with this tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title or interest in the facilities and associated equipment, plans or proposals provided by the Company. Such facilities and equipment, plans and proposals shall be returned to the Company by the Customer whenever requested, within a reasonable period (but in any event not more than fifteen (15) days following the request), in as good condition as reasonable wear will permit.

2.1.4 Governmental Authorizations

The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by Company. Such authorizations may include but are not limited to governmental approvals, consents, licenses, franchises, and permits. Company shall use reasonable efforts to obtain and keep in effect all such governmental authorizations. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other federal, state or local governing entity or agency. Customer shall fully cooperate in and take any action as may be requested by Company to comply with such governmental requirement.

INTRASTATE SERVICES TARIFF

SECTION 2 –RULES AND REGULATIONS, (CONT'D.)

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

2.1.5 Rights-of-Way

Where economically feasible (in the sole opinion of the Company), Company shall use reasonable efforts to obtain and maintain, directly or through third parties, rights-of-way necessary for installation of the facilities used to provide Company's services to Customer's property line, building entrance, or other service point as agreed to by Company. The Customer use of such rights-of-way shall in all respects be between the Company and such third parties relating thereto, and shall not be subject to regulation or restriction.

2.1.6 Customer Service

The Company's customer service representatives for billing and service inquiries may be reached, toll free at (866) 905-1735. Customers wishing to communicate with the Company in writing may send correspondence to 3200 West Pleasant Rune Road, Suite 300, Lancaster, TX.75146.

2.11.7 Term of Service

The minimum term of service under this tariff is one month. Service is provided 24hours per day, 7-days per week. For purposes of this tariff, a month is considered to have 30 days.

INTRASTATE SERVICES TARIFF

SECTION 2 –RULES AND REGULATIONS, (CONT'D.)**2.2 Liability of the Company**

- 2.2.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, outages, omissions, interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to the extension of allowances as set forth in Section 2.3 of this tariff captioned: "Allowances for Interruptions in Service." The extension of such allowances for interruption shall be the sole remedy of the Customer, and the sole liability of the Company, The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.2.2 The Company shall not be liable for any delay or failure of performance of equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.2.3 The Company shall not be liable for any act, omission or defect of any entity furnishing to the Company or to the Customer facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen.

INTRASTATE SERVICES TARIFF

SECTION 2 –RULES AND REGULATIONS, (CONT'D.)

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

- 2.2.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.2.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any liability whatsoever, and for any damages caused or claimed to have been caused in any way, directly or indirectly, as a result of any such installation.
- 2.2.6 The Company is not liable for any defacement of or damage to Customer's premises resulting from the furnishing of services or equipment or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's employees or agents.
- 2.2.7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's use of the Company's facilities.
- 2.2.8 The Company's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. Any claim, action or proceeding against the Company which is not filed or commenced within one (1) year after the earlier of: (a) the rendering of the service, or (b) the occurrence of the event with respect to which such claim arose, shall be deemed waived if not brought within such one year period.

Issued: November 12, 2015

Effective: November 13, 2015

Issued by: Manager – Regulatory Compliance
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SECTION 2 –RULES AND REGULATIONS, (CONT'D.)

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

2.2.9 With respect to the furnishing of Company's services to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in providing the service, or (b) the sum of \$1,000.00.

2.2.10 In the event parties other than Customer, including but not limited to joint users and Customer's customers, shall have use of the Company's service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service.

2.2.11 Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

2.2.12 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.3 Allowances for Interruptions in Service

A credit allowance will be given for interruptions of service, which are 30 minutes or longer in duration, subject to the provisions of this section.

INTRASTATE SERVICES TARIFF

SECTION 2 –RULES AND REGULATIONS, (CONT'D.)**2.3 Allowances for Interruptions in Service, (Cont'd.)****2.3.1 Credit for Interruptions**

2.3.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption in service is considered to exist when a circuit, service or facility is unusable to the Customer.

2.3.1.2 A credit allowance will be made for interruption periods lasting 30 minutes or longer. An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing and repair. An interruption period ends when the circuit, service or facility is operative. If the Customer reports an interruption but declines to release the circuit, service or facility for testing and repair, no interruption period will be deemed to exist.

2.3.1.3 A credit allowance is applied on a pro rata basis, dependent on the duration of the interruption, against the monthly recurring charges or the month-end billing charges payable by Customer under this tariff, and shall be expressly indicated on the next Customer bill. Only those facilities on an interrupted portion of a circuit or service will receive a credit.

INTRASTATE SERVICES TARIFF

SECTION 2 –RULES AND REGULATIONS, (CONT'D.)

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

2.3.1 Credit for Interruptions, (Cont'd.)

2.3.1.4 For calculating credit allowances, every month is considered to have 30 days. A credit allowance will be calculated for any service interruption lasting 30 minutes or longer on the basis of the proportion of interrupted minutes to total monthly minutes.

2.3.2 Limitations on Allowance

No credit allowance will be made for:

2.3.2.1 interruptions due to compliance with this tariff on the part of the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

2.3.2.2 interruptions due to the negligence of any person other than the Company, including but not limited to the Customer, other user, or other common carriers connected to the Company's facilities;

2.3.2.3 interruptions due to the failure or malfunction of -Company equipment;

2.3.2.4 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

2.3.2.5 periods of impaired service during which the Customer continues to use the service;

INTRASTATE SERVICES TARIFF

SECTION 2 –RULES AND REGULATIONS, (CONT'D.)**2.3 Allowances for Interruptions in Service, (Cont'd.)****2.3.2 Limitations on Allowances (Cont'd)**

2.3.2.6 interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

2.3.2.7 interruptions of service during scheduled maintenance, after reasonable notice to Customer;

2.3.2.8 interruptions of service resulting from the failure, malfunction or removal of facilities, power or equipment provided by the Customer;

2.3.2.9 interruptions of service due to circumstances or causes beyond the control of Company, or interruptions the credit allowance for which would amount to less than one dollar.

2.3.3 Customer Credit for Installation

2.3.3.1 Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rated specified in this tariff.

2.3.3.2 If the Company fails to keep a scheduled repair or installation appointment when a Customer premises visit requires a Customer to be present, the Company shall credit the Customer \$50 per missed appointment. A credit does not apply when the Company provides the Customer with 24-hour notice of its inability to keep the appointment. The 24-hour notice period shall be construed to mean 24 hours notice by the end of each 4 hour window the day before the scheduled appointment.

2.3.3.3 Credits - New Service Installation Delays

The Company shall install basic local exchange service within 5 business days after receipt of an order from the Customer unless the Customer requests an installation dated that is beyond 5 business days after placing the order for basic service. (If the Company offers basic local exchange service utilizing the network of network elements of another carrier shall install new lines for basic local exchange service within 3 business days after provisioning has been completed by the other carrier.)

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SECTION 2 –RULES AND REGULATIONS, (CONT'D.)**2.3 Allowances for Interruptions in Service, (Cont'd.)****2.3.3 Customer Credit for Installation, (Cont'd.)****2.3.3.3 Credits - New Service Installation Delays, (Cont'd.)**

If the Company fails to install basic local service within five (5) business days. The Company will waive 50% of any installation charges or if the installation is pursuant to the Link Up program, the Company shall provide a credit of \$25.

If the Company fails to install service within ten (10) business days after The service application is, placed, or fails to install service within 5 business days after the Customer's requested installation date, if the requested date was more than 5 business days after the date of the order, the Company shall waive 100% of the installation charge, or in the absences of an installation charge or where installations is pursuant to the Link Up program, the Company shall provide a credit of \$50.

For each day that the failure to install service continues beyond the initial ten (10) business days, or beyond five (5) business days after the Customer's requested installation date, whichever is greater, the Company will either provide alternative telephone service or an additional credit of \$20 per day, at the Customer's option until service has been installed.

The Customer shall be notified, that he/she may choose alternative telephone service or an additional credit of \$20 per day when installation is delayed continues beyond the initial 10 business days, or beyond 5 business days after the Customer's requested installation date, if the requested date was more than 5 business days after the date of the order, so the Customer can exercise his/her option. In the absence of an election by the Customer, the Customer shall receive \$20 per day.

If installation of service is requested on or by a date more than 5 business days in the future, the Company shall install service by the date requested.

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SECTION 2 –RULES AND REGULATIONS, (CONT'D.)**2.4 Obligations of the Customer****2.4.1 Scope**

The obligations of the Customer s hall include the following:

- 2.4.1.1 Customer shall be responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or its employees, agents, contractors or suppliers, by Customer's noncompliance with this tariff, by malfunction or failure of any equipment or facility provided by Customer or its agents, employees or suppliers, or by fire, theft or other casualty on the Customer's premises, unless caused by the gross negligence or willful misconduct of Company's employees or agents.
- 2.4.1.2 Customer shall provide at no cost to, and, as specified from time to time by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for, Company facilities and equipment installed on the Customer's premises. Customer shall cooperate with Company in choosing the location, size and characteristics of the Company's equipment space on Customer's premises, which shall define the point of termination of Company's service. Customer may be required to pay, in the sole discretion of the Company, additional nonrecurring charges for any additional points of termination within Customer's premises.
- 2.4.1.3 Customer shall obtain, maintain, and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of Company facilities from the building entrance or properly line to the location of Company's equipment space or) the Customer's premises. Any costs associated with obtaining and maintaining the rights-of-way described herein, including any necessary building modification costs, shall be borne entirely by the Customer. Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of Company facilities and equipment in the Customer's premises or within the rights-of-way for which the Customer is responsible. The Customer and the Company may mutually agree to enter into a contract under which Company will provide some or all such non-regulated services and facilities.

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SECTION 2 –RULES AND REGULATIONS, (CONT'D.)

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

2.4.1 Scope, (Cont'd.)

2.4.1.4 Customer shall provide a safe place to work and be responsible for complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents install or maintain the Company's facilities and equipment. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to, during and after any construction or installation work. Customer may be required to install and maintain Company facilities and equipment if, in the Company's opinion, the equipment space provided by the Customer is a hazardous area.

2.4.1.5 Customer shall grant or obtain permission for Company employees or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company and/or inspecting Customer-provided equipment which is connected to Company's facilities.

INTRASTATE SERVICES TARIFF

SECTION 2 –RULES AND REGULATIONS, (CONT'D.)**2.4 Obligations of the Customer, (Cont'd.)****2.4.1 Scope, (Cont'd.)**

2.4.1.6 Customer shall be responsible for the provision, operation and maintenance of any Customer-provided terminal equipment connected to Company equipment and facilities, and for ensuring that such Customer provided equipment is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company equipment, facilities and wiring by such Customer-provided equipment shall be such as not to cause damage to Company's equipment, facilities and wiring or injury to Company's employees or to other persons. Upon Company's request, Customer will submit to Company a complete manufacturer's specification sheet for each item of Customer-provided equipment that is or is proposed to be attached to Company's facilities. Company may provide, at the Customer's expense, any additional protective equipment required in the sole opinion of the Company, to prevent damage or injury resulting from the connection of any Customer-provided equipment.

2.4.1.7 Customer warrants that the services ordered pursuant to this tariff are intrastate in nature.

2.4.1.8 Customer shall cooperate with Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.

INTRASTATE SERVICES TARIFF

SECTION 2 –RULES AND REGULATIONS, (CONT'D.)

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

2.4.2 Payments

Obligations of the Customer with regard to payments shall include:

2.4.2.1 Customer shall be responsible for payment of all applicable charges pursuant to this tariff for facilities and service furnished to the Customer or to authorized or joint users or to the Customer's customers. Company's services are provided on a "take or pay" basis, that is, Customer is responsible for the applicable charges for services as ordered, whether or not Customer actually uses all or part of those services or capacity.

2.4.2.2 Customer shall pay all sales, use, excise, access, bypass or other local, state and Federal taxes, fees (including franchise fees), charges or surcharges, however designated, imposed on or based on the provision, sale or use of the Company's services, excluding gross receipts taxes and taxes on the Company's net income. Such taxes shall be separately stated on the Customer's invoice.

INTRASTATE SERVICES TARIFF

SECTION 2 –RULES AND REGULATIONS, (CONT'D.)**2.4 Obligations of the Customer, (Cont'd.)****2.4.2 Payments, (Cont'd.)**

2.4.2.3 Customer shall pay outstanding charges in M within 30 days of the invoice date. Charges not paid by Customer within 30 days, or paid in funds not immediately available to the Company, shall be subject to interest at a rate of 1.5% or the highest rate permitted by the Commission unless otherwise agreed by the Company or required by law. Charges normally will be invoiced in advance, with monthly recurring charges invoiced on or about the first of the month for which the charges apply. In the event of a Company billing error or omission, Customer shall be responsible for any back billing invoiced by the Company within 2 years of the original date of service.

2.4.2.4 Customer agrees that Company may conduct an independent verification of Customer's financial condition at any time, and Customer agrees to promptly supply such financial information as may be reasonably requested by Company. If, in the sole opinion of the Company, a Customer presents an undue risk of nonpayment at any time the Company may require that Customer pay its bills within a specified number of days, pay in advance of the furnishing or continuation of any service, and/or make such payments in cash or the equivalent of cash.

2.4.2.5 If required by the Company, Customer shall make an advance payment before services are furnished, which advance payment will be credited to the Customer's initial bill. Company may, in its sole discretion, require such an advance payment, which may be in addition to a deposit.

INTRASTATE SERVICES TARIFF

SECTION 2 –RULES AND REGULATIONS, (CONT'D.)**2.4 Obligations of the Customer, (Cont'd.)****2.4.2 Payments, (Cont'd.)****2.4.2.6 Deposit**

If required by the Company, Customer shall make a deposit before a service is furnished or continues to be held as a guarantee for the payment of charges. The estimated amount of deposit charges for Customers shall be based on the average monthly billing of the past 6 months to that Customer. In case of an applicant for service or a present Customer who does not have 6 months service with the Company, the Company may use the average monthly bill for that class and type of service to determine the correct amount for that deposit. The estimated deposit for an applicant may take into consideration past billing history for service of another company if service was provided within the State of Illinois and within 6 months of the application. The amount of deposit may be adjusted by the Company for a Customer pursuant to Section 735.110. The amount of the deposit may be adjusted at the request of the Customer, applicant or utility at any time when the character or degree of use of the service materially changes or when it is clearly established that the character or degree of use of the service will materially change in the immediate future.

Payment of Deposits

A utility may request that a maximum of 1/3 of the amount of a requested deposit from any Customer be paid within 12 days after the date of the request deposit. An applicant may be requested to pay no more than 1/3 of the deposit amount prior to the establishment of service. At least two billing periods shall be allowed for the balance of the deposit. A Customer or applicant may, at their option, pay the deposit on a more expedited schedule.

INTRASTATE SERVICES TARIFF

SECTION 2 –RULES AND REGULATIONS, (CONT'D.)**2.4 Obligations of the Customer, (Cont'd.)****2.4.2 Payments, (Cont'd.)****2.4.2.6 Deposits, (Cont'd.)**Refund of Deposit

Deposits plus interests shall be automatically refunded after being held for 12 months, so long:

- A) the Customer has paid any past due bill for service owed to the same company;
- B) service has not been discontinued for nonpayment,
- C) the Customer has not paid late 4 times, or
- D) the Company has not provided evidence that the Customer used a device or scheme to obtain service without payment.

If the Customer's deposit is not returned after 12 months, the Company shall provide the Customer with the reasons the deposit is being retained, if the Customer so requests.

The Company shall maintain records of deposits together with interest, which collectively will show all transactions pertaining to each deposit. The Company shall provide the applicant or Customer with a Deposit Receipt for any deposit received. The Receipt shall show the Customer's name, service address, serial number, type of service, amount of deposit, rate of interest on deposit, date received, Company's name, and a statement of the conditions under which the deposit will be refunded.

Deposits plus interest shall be refunded when service has been terminated for more than 30 days, less the amount unpaid bills, if any, for that service. A transfer of service from one premise to another within the area served by the Company shall not be deemed a termination of service by the Company if the class of service remains the same. When a deposit plus interest is applied to the liquidation of unpaid bills, the Company shall provide the Customer with a statement showing the amount of the unpaid bill(s) liquidated by the deposit plus interest, and the balance remaining due either to the Customer or to the Company.

Issued: November 12, 2015

Effective: November 13, 2015

Issued by: Manager – Regulatory Compliance
3200 W. Pleasant Run Road, Suite 300
Lancaster, TX 75146

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INTRASTATE SERVICES TARIFF

SECTION 2 –RULES AND REGULATIONS, (CONT'D.)**2.4 Obligations of the Customer, (Cont'd.)****2.4.2 Payments, (Cont'd.)****2.4.2.6 Deposits, (Cont'd.)****Refund of Deposit**

All deposit refunds shall be by separate check and not by credit to the Customer's account unless the deposit is used to pay the Customer's final bill. When a deposit or portion of deposit is refunded, the Company shall issue a Cancellation Notice carrying the same serial number as the Deposit Receipt and showing what portion of deposit is being refunded. No refund of less than \$1.00 need be issued. When refunds are not deliverable, records shall be maintained to show a Company's efforts toward locating the applicant or Customer, and delivering such refund.

At the option of the Company, a deposit plus interest may be refunded, in whole or in part, at any time earlier than the times prescribed in this Section.

Interest Paid on Deposit

Interest shall be paid on all deposits held by the utility. The rate of interest will be the same as the rate existing for the average one-year yield on U.S. Treasury securities for the last full week in November. The interest rate will be rounded to the nearest .5%. In December of each year the Commission shall announce the rate of interest that shall be paid on all deposits held during all or part of the subsequent year.

At the request of a Customer, the Company shall compute the accrued interest upon the deposit and pay such amount to the Customer. The Company need not make such payment more often than once in a 12 month period, nor sooner than 12 months after receipt of a deposit.

INTRASTATE SERVICES TARIFF

SECTION 2 –RULES AND REGULATIONS, (CONT'D.)**2.4 Obligations of the Customer, (Cont'd.)****2.4.2 Payments, (Cont'd.)****2.4.2.6 Deposits, (Cont'd.)**Guarantee in Lieu of Deposit

In lieu of a deposit required by this Section, a Company shall accept the written guarantee of a responsible party as surety for a residential service account. A current Customer of the same Company with at least 12 months' service which has not been discontinued for nonpayment during the most recent 12 months qualifies as a responsible party.

The form of each Company's guarantee must be filed with and approved by the Illinois Commerce Commission. A guarantee shall be approved in accordance with these rules if it conforms to the following conditions:

- A) It shall be in writing.
- B) It shall state terms of the guarantee (including the maximum amount guaranteed) and that the Company shall not hold the Guarantor liable for sums in excess of that amount.
- C) This guarantee shall remain in full force and effect until 30 days after receipt by the Company of a cancellation of this agreement from the Guarantor. However, the Company is not obliged to release the Guarantor from their obligation if the Company has reason to believe that the Customer has used a device or scheme to obtain service without payment, and has so notified the Customer.
- D) The maximum amount guaranteed shall not exceed the amount of the deposit which would have been charged the applicant or Customer.
- E) The Guarantor shall be released from their obligation when the Customer has met the criteria set forth in Section 735.120 (c).

The Company shall agree to accept a Surety Bond in lieu of a cash deposit, provided that such surety bond has been issued by an insurance company that has received a certificate of authority from the Department of Insurance to do business in Illinois.

INTRASTATE SERVICES TARIFF

SECTION 2 –RULES AND REGULATIONS, (CONT'D.)**2.4 Obligations of the Customer, (Cont'd.)****2.4.2 Payments, (Cont'd.)**

2.4.2.7 For the avoidance of doubt and notwithstanding any other provision in this tariff or other customer service agreement or arrangement, including but not limited to Meet Point Billing arrangements, in addition to service charges imposed by the Company for the service, the Customer shall be responsible for and reimburse the Company for any and all charges, fees, assessments of any kind or nature, including but not limited to interstate and intrastate switched access charges, imposed by any third party (collectively "Third Party Charges") upon the Company relating to usage incurred by the Customer in connection with the services. The Customer hereby indemnifies the Company for all Third Party Charges and agrees to defend and hold the Company harmless for all damages, losses, claims or judgments arising out any Third Party Charges.

2.4.2.8 If a Customer pays a bill as submitted by the Company, and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the Company will refund the overcharge with interest from the date of overpayment at the rate of interest to be paid on deposit, as set by the Commission.

2.4.2.9 The due date printed on the monthly bill may not be less than twenty-one (21) days after the date of the postmark on the bill, if mailed, or the date of delivery as shown on the bill if delivered by other means.

2.4.3 Indemnification

With respect to any service or facility provided by the Company, or otherwise in the event of Customer's breach of any of the provisions of this tariff, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for:

2.4.3.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees.

INTRASTATE SERVICES TARIFF

SECTION 2 –RULES AND REGULATIONS, (CONT'D.)**2.4 Obligations of the Customer, (Cont'd.)****2.4.3 Indemnification (Cont'd)**

2.4.3.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by this tariff or any agreement between Customer and Company.

2.5 Cancellation of Service

If Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, Customer agrees to pay to Company all costs, fees and expenses incurred by Company in connection with construction and with such termination. In addition, Customer may be liable for termination charge up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order (discounted to present value at six percent).

2.6 Discontinuance of Service

2.6.1 The Company may discontinue service to a Customer by mailing a written notice of discontinuance substantially in the form of Appendix A to 83 111. Admin. Code § 735. Service will not be discontinued until at least five (5) days after delivery of the termination notice, or eight (8) days after the postmark date on a mailed notice. Said notice will not be mailed to the Customer until three (3) business days after following the due date shown on the bill. This termination notice will remain effective for twenty (20) days after the date of discontinuance shown in the notice, after which time a new written notice of discontinuance must be sent to the Customer in accordance with the same procedures. In addition to the written notice, the Company will attempt to advise the Customer when service is scheduled for discontinuance.

Issued: November 12, 2015

Effective: November 13, 2015

Issued by: Manager – Regulatory Compliance
3200 W. Pleasant Run Road, Suite 300
Lancaster, TX 75146

ILx1504

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SECTION 2 –RULES AND REGULATIONS, (CONT'D.)**2.6 Discontinuance of Service, (Cont'd.)**

- 2.6.2 If Customer violates any other material term or condition for the furnishing of service or any law, rule or regulation governing the services provided hereunder, and such violation continues for thirty days after written notice thereof to Customer, Company may discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability, and/or pursue any other remedies as may be provided at law or in equity. Customer hereby waives such thirty-day notice requirement in the case of any violation which, in the sole opinion of the Company, if allowed to continue may result in damage to property, injury or death of any person, or impairment of the operation of Company's facilities or which may otherwise expose Company to civil or criminal liability.
- 2.6.3 Upon the Company's discontinuance of service to the Customer under section 2.6.1 or 2.6.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provisions of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term of service specified in the service order to be immediately due and payable (discounted to present value at six percent).
- 2.6.4 Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, or an assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Customer, the Company may, in addition to any other remedy available at law or in equity, immediately discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability.

Issued: November 12, 2015

Effective: November 13, 2015

Issued by: Manager – Regulatory Compliance
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Lancaster, TX 75146

ILx1504

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SECTION 2 –RULES AND REGULATIONS, (CONT'D.)**2.6 Discontinuance of Service, (Cont'd.)**

2.6.5 Upon condemnation of any significant portion of the facilities or associated equipment used by the Company to provide service to Customer or if a casualty renders all or any significant portion of such facilities or equipment inoperable beyond feasible repair, the Company may discontinue or suspend service, refuse additional orders for service and/or refuse to complete any pending orders for service upon notice to Customer, without incurring any liability.

2.6.6 Upon any governmental prohibition or required alteration of the services provided or ordered, or any violation of an applicable law or regulation, the Company may immediately discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability.

2.7 Changes in Equipment and Services

2.7.1 Company may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby materially alter the technical parameters of the services provided pursuant to Customer's service order.

2.7.2 Customer shall not cause or allow any facility or equipment of Company to be rearranged, moved, disconnected, altered or repaired without Company's prior written consent.

INTRASTATE SERVICES TARIFF

SECTION 2 –RULES AND REGULATIONS, (CONT'D.)**2.7 Changes in Equipment and Services, (Cont'd.)**

2.7.3 Upon receipt of a written request from Customer, Company will add, delete or change locations or features of specific circuits and/or equipment. Customer shall be liable for nonrecurring charges for such changes. If a request for deletion of a service represents a cancellation prior to the applicable term of service, Customer will be subject to Company's termination charges.

2.8 Prohibited Uses

2.8.1 The services Company provides shall not be used for any unlawful purpose or for any use with respect to which Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by Customer.

2.8.2 Customer shall not use the Company's service offerings for resale and/or for shared use unless, if requested to do so by Company, Customer has first demonstrated that such use complies with relevant laws, regulations, policies, orders, decisions and other governmental or legal requirements.

2.8.3 Customer may not use Company's services so as to interfere with or impair any other service or impair the privacy of any communications over any of Company's facilities and associated equipment or over the facilities and equipment of any other communications carrier connected to Company's facilities.

2.8.4 Customer shall not use or allow the use of Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

INTRASTATE SERVICES TARIFF

SECTION 2 –RULES AND REGULATIONS, (CONT'D.)

2.9 Assignment

2.9.1 The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this tariff to any subsidiary, parent company or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company.

2.9.2 The Customer may, upon prior written consent of the Company, assign its rights, privileges or obligations under this tariff to any subsidiary, parent company or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer. Any attempt of the Customer to make any assignment, transfer, or disposition of its rights, privileges or obligations under this tariff without the consent of the Company shall be null and void.

2.10 License, Agency or Partnership

No license, express or implied, is granted by the Company to the Customer by virtue of an agreement for the furnishing of service hereunder. Neither the Customer nor any joint or authorized users shall represent or otherwise indicate to its Customers or others that the Company jointly participates in the Customer's joint user's services. The relationship between the Company and the Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both the Company and the Customer.

INTRASTATE SERVICES TARIFF

SECTION 2 –RULES AND REGULATIONS, (CONT'D.)**2.11 Proprietary Information**

Neither the Company nor the Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party which is made known in the course of the furnishing of service hereunder, except as may be required by law, without prior written consent.

2.12 Promotions

The Company reserves the right, from time to time, to provide promotional offerings. The Company will notify Commission prior to effective date of promotions.

2.13 Waiver of Nonrecurring Charges

The Company reserves the right to waive nonrecurring charges for moves, additions, and deletions.

2.14 Contested Charges

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.14.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to late fees and/or disconnection.)

2.14.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Illinois Commerce Commission. The address of the Commission is:

527 E. Capitol Avenue
Springfield, IL 62701
Phone: (217) 782-7295
Toll-Free: (888) 524-0795

2.15 Taxes

State and local sales, use and similar taxes, including gross receipts taxes, are billed as separate items and are not included in the quoted rates for local exchange or long distance telecommunications service.

Issued: November 12, 2015

Effective: November 13, 2015

Issued by: Manager – Regulatory Compliance
3200 W. Pleasant Run Road, Suite 300
Lancaster, TX 75146

ILx1504

INTRASTATE SERVICES TARIFF

SECTION 3 – EXCHANGE ACCESS SERVICES**3.1 General**

Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- (A) receive calls from other stations on the public switched telecommunications network;
- (B) access other services offered by the Company as set forth in this tariff;
- (C) access certain interstate and international calling services provided by the Company;
- (D) access (at no additional charge) the Company's operators and business office for service related assistance;
- (E) access (at no additional charge) emergency services by dialing 0- or 911; and
- (F) access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premises.

The following Exchange Access Services are offered:

Primary Rate Interface Service
Port Wholesale Service

 INTRASTATE SERVICES TARIFF

SECTION 3 – EXCHANGE ACCESS SERVICES, (CONT'D.)

3.2 Primary Rate Interface Service

Primary Rate Interface Service (PRI) provides an ISDN based DSI access to the telecommunications network and includes the flexibility of integration of multiple voice and/or data transmission channels on the same line. The service will provide connectivity between ISDN compatible CPE and a serving central office. The basic channel structure for PRI Service is twenty-three 64 Kbps B-Channels and one 64 Kbps D-Channel. The Customer has the option to activate up to 23 B-Channels on the first PRI Service arrangement and up to 24 channels on additional PRI Service arrangements. A Digital Data Only option and an Inward Data Option are also available. The 23 B-Channels can be used to connect the Customer's CPE to the Public Circuit Switched Network, e.g., outward, inward and 2-way network access. Calling Number Delivery, Called Number Delivery, and Hunting functionality are inherent to this service. Telephone numbers for use on PRI Service are available. One Primary Directory Listing will be furnished at no charge for each PRI service B-Channel. Additional listings can be obtained. PRI Service provides capability for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service.

Rates

The following nonrecurring and monthly recurring rates apply:

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
PRI Facility	\$2,000	\$1,500

 Issued: November 12, 2015

Effective: November 13, 2015

Issued by: Manager – Regulatory Compliance
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ILx1504

 INTRASTATE SERVICES TARIFF

SECTION 3 – EXCHANGE ACCESS SERVICES, (CONT'D.)

3.3 Port Wholesale Service

Company offers port wholesale services to provide high-speed data transmission. These services are available to business subscribers. Services may be offered by the Company via its own facilities and/or the facilities of other carriers.

Port wholesaling is a technology that provides large bandwidth users with data switching capability at the network level, allowing them to acquire capacity as required without investing in data switching equipment. Port wholesaling gives West Telecom Services, LLC the ability to provide data switching to Internet service providers by allowing data calls to be terminated through the port wholesale equipment rather than the switch. This enables the Internet service provider to more cost effectively manage its data requirements.

Rates

Services are subject to service order and service change charges where the Customer requests new services or changes in existing services, as well as indicated nonrecurring and monthly recurring charges.

Monthly rates per port apply as follows:

<u>Port Wholesale Service</u>	<u>Monthly Recurring</u>
Per Port:	\$35.00

 Issued: November 12, 2015

Effective: November 13, 2015

Issued by: Manager – Regulatory Compliance
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ILx1504

INTRASTATE SERVICES TARIFF

SECTION 4 – MISCELLANEOUS SERVICES**4.1 Operator Services****4.1.1 Description**

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, and to Customers and Users of exchange access lines.

4.1.2 Definitions

Person-to-Person - Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station - Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect Calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Operator Dialed Charge - The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0", for local calls and "00" for long distance calls and then request the operator to dial the called station.

Billed to Non-Proprietary Calling Card - Refers to calls that are dialed by the Customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

 INTRASTATE SERVICES TARIFF

SECTION 4 – MISCELLANEOUS SERVICES, (CONT'D.)

4.1 Operator Services, (Cont'd.)

4.1.3 Rates

Local exchange and IntraLATA calls may be placed on an Operator Assisted basis. In no event will the maximum rate for Operator Assisted calls exceed the maximum Verizon rate on file for such services. For Operator Assisted calls to Busy Line Verification and Interrupt, , or Directory Assistance, the surcharges specified in Section 4.2.3 and Section 4.1.3 will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

<u>Per Call Charges</u>	<u>IntraLATA</u>	<u>InterLATA</u>
*Person-to-Person (Operator Assisted)	\$X.XX	\$XXX
*Station-to-Station (Operator Assisted)	SXXX	\$XXX
Collect	\$X.XX	\$X.XX
Sent Paid	\$X'XX	\$X.XX
Billed to Third Number	\$X.XX	\$X.YIX
*Operator Dialed Charge (applies in addition to other operator charges)	\$X.XX	\$X.XX
 Billed to Non-Proprietary Calling Card (additional surcharge)	 \$X.XX	 \$X.XX
 Directory Assistance	 \$X.XX	 \$X.XX
Directory Assistance Call Completion	\$X.XX	\$X.XX

* Currently, not offering service, however, rates will not be higher than rates ordered in Commission Order 03-0746.

 Issued: November 12, 2015

Effective: November 13, 2015

Issued by: Manager – Regulatory Compliance
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ILx1504

INTRASTATE SERVICES TARIFF

SECTION 4 – MISCELLANEOUS SERVICES, (CONT'D.)

4.2 Busy Line Verify and Line Interrupt Service

4.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- (A) The operator will determine if the line is clear or in use and report to the calling party.
- (B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

4.2.2 Regulations

- (A) A charge will apply when:
 - (1) The operator verifies that the line is busy with a call in progress.
 - (2) The operator verifies that the line is available for incoming calls.
 - (3) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One, charge will apply for both verification and interruption.

INTRASTATE SERVICES TARIFF

SECTION 4 – MISCELLANEOUS SERVICES, (CONT'D.)

4.2 Busy Line Verify and Line Interrupt Service, (Cont'd.)

4.2.2 Regulations, (Cont'd.)

(B) No charge will apply:

(1) When the calling party advises that the call is to or from an official public emergency agency.

(2) Under conditions other than those specified in 4.2.2(A) preceding.

(C) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

(D) The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

4.2.3 Rates

Busy Line Verify Service, (each request) \$X.XX

Busy Line Verify and Busy Line Interrupt Service (each request) \$XXX

 INTRASTATE SERVICES TARIFF

SECTION 4 – MISCELLANEOUS SERVICES, (CONT'D.)

4.3 Service Implementation

4.3.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

4.3.2 Rates

	<u>Nonrecurring</u>
Per service order	\$X.XX

4.4 Restoration of Service

4.4.1 Description

A restoration charge applies to the reestablishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later reestablished.

	Nonrecurring
per occasion	\$X.XX

 INTRASTATE SERVICES TARIFF

SECTION 4 – MISCELLANEOUS SERVICES, (CONT'D.)

4.5 Charges for Connecting or Changing Service

	<u>Nonrecurring</u>
Line Connection Charge Applies per exchange access line or trunk,	
First Line	\$XXX
Additional Line (each)	\$X.XX
Line Change Charge Applies per exchange access line or trunk	
First Line	\$X.XX
Additional Line (each)	\$X.XX
Secondary Service Charge Applies per Customer request	
Each	\$XXX
Premises Work Charge First 15-minute increment or fraction thereof	
Per increment	\$X.XX
Each Additional 15-minute increment or fraction thereof	
Per increment	\$XXX

 Issued: November 12, 2015

Effective: November 13, 2015

Issued by: Manager – Regulatory Compliance
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 Lancaster, TX 75146

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 INTRASTATE SERVICES TARIFF

SECTION 4 – MISCELLANEOUS SERVICES, (CONT'D.)

4.6 Custom Calling Services

4.6.1 Resold Rates

<u>Business/Business PBX Individual Features:</u>	<u>Monthly</u>
Call Waiting	\$X.XX
Call Forwarding Variable	\$X.XX
Three-Way Calling	\$X.XX
Speed Calling (8-code)	\$X.XX
Speed Calling (30-code)	\$X.XX
Call Forwarding Busy Line	\$X.XX
Call Forwarding Don't Answer	\$X.XX
Call Forwarding Don't Answer - Ring Control	\$X.XX
Customer Control of Call forwarding Busy Line	\$X.XX
Customer Control of Call Forwarding Don't Answer	\$X.XX
Call Forwarding Busy Line Multipath or	\$X.XX
Customer Control of Call Forwarding Busy Line Multipath	\$X.XX
Call Forwarding Don't Answer Multipath or Customer Control of Call	\$X.XX
Forwarding Don't Answer Multipath	
Call Forwarding Variable Multipath or Remote Access- Call Forwarding	\$X.XX
Variable Multipath	
Remote Access - Call Forwarding Variable	\$X.XX

 Issued: November 12, 2015

Effective: November 13, 2015

Issued by: Manager – Regulatory Compliance
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 Lancaster, TX 75146

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 INTRASTATE SERVICES TARIFF

SECTION 4 – MISCELLANEOUS SERVICES, (CONT'D.)

4.6 Custom Calling Services, (Cont'd.)

4.6.1 Resold Rates, (Cont'd.)

<u>Business/Business PBX Individual Features:</u>	<u>Nonrecurring</u>	<u>Monthly</u>
Call Return (per line)		\$X.XX
Call Return (per use)	\$X.XX	
Call Return (denial of peruse)	\$X.XX	
Repeat Dialing (per line)	\$X.XX	
Repeat Dialing (per use)	\$X.XX	
Repeat Dialing (denial of peruse)		\$X.XX
Call Selector (per line)		
Preferred Call Forwarding (per line)		\$X.XX
Call Block (per line)		\$X.XX
Call Tracing (per line)		
Per line		\$X.XX
Per Successful Trace (non-subscription)	N/A	
Caller ID (per line)		
Caller ID - Calling Name Delivery		\$X.XX
Caller ID - Calling Number Delivery	\$X.XX	
Caller ID - Calling Number & Name		\$X.XX
Calling Number Delivery Blocking-Permanent Per Line		\$X.XX
Calling Number Delivery Blocking-Per Call (per activation)		\$X.XX
Enhanced Caller ID (with ACR) Per Line.		\$X.XX
Enhanced Caller ID (with Call Management) Per Line	\$X.XX	
Enhanced Caller ID (with ACR & Call Management) Per Line		\$X.XX

 Issued: November 12, 2015

Effective: November 13, 2015

 Issued by: Manager – Regulatory Compliance
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INTRASTATE SERVICES TARIFF

SECTION 4 – MISCELLANEOUS SERVICES, (CONT'D.)

4.7 Service Offerings

4.7.1 Telecommunications Access Corporation (Telecommunications Relay Service)

- A. The Company concurs in the Rates, Rules and Regulations governing: (1) intrastate Telecommunications Provisions for the Hearing-and-Voice-Impaired as filed by the Illinois Telecommunications Access Corporation in its ILL. C. C. No. 3 tariff; (2) intrastate Telecommunications Provisions for the Deaf and Severely Hearing-Impaired for Telecommunications Relay Service as filed by the Illinois Telecommunications Access Corporation in its ILL. C. C. No. 4 tariff.
- B. The Company extends this concurrence to any and all changes which may be made subsequent to this date by the Illinois Telecommunications Access Corporation in its ILL. C. C. No. 3 and ILL. C. C. No. 4 tariffs.
- C. The Company hereby expressly reserves the right to cancel and make void this statement of concurrence at any time.
- D. ITAC Supplemental Charge

Pursuant to the Order dated April 19, 2017, of the Illinois Commerce Commission in Docket 17-0108, the Company shall impose a supplemental charge of four cents (\$0.04) per month per line for all Illinois telecommunications carriers, including wireless carriers (other than prepaid wireless carriers) and VoIP residential subscriber lines, a charge of .8 cents (\$0.008) per VoIP business subscriber lines, a charge of .8 cents (\$0.008) per line for all Centrex lines and a charge of twenty cents (\$0.20) per PBX trunk. Charges for services provisioned by T-1 lines and other advanced services shall mirror the Company's application of 9-1-1 charges. The assessment on prepaid wireless transactions is established at .15% of prepaid retail transactions, to be implemented by the Illinois Department of Revenue. These charges shall be effective with bills rendered or transactions occurring on or after July 1, 2017, or at the beginning of the first cycle after July 1, 2017.

Issued: April 27, 2017

Effective: July 1, 2017

Issued by: Manager - Regulatory Compliance
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IL11701

INTRASTATE SERVICES TARIFF

SECTION 4 – MISCELLANEOUS SERVICES, (CONT'D.)**4.7 Service Offerings****4.7.2 Additional Local Exchange Services****A. Universal Telephone Service Assistance Program****1. General**

To qualify for low-income assistance, the applicant must participate in any of the following assistance programs. The Illinois Department of Human Services will certify the applicant's participation in assistance programs (a) and (b) below, for purposes of eligibility.

- (a) Medicaid
- (b) Food Stamps
- (c) Supplemental Security Income ("SSI")
- (d) Federal Housing Assistance
- (e) Low Income Home Energy Assistance ("LIHEAP")
- (f) National School Lunch Program's free lunch program
- (g) Temporary Assistance to Needy Families (TANF)

INTRASTATE SERVICES TARIFF

SECTION 4 – MISCELLANEOUS SERVICES, (CONT'D.)

4.7 Service Offerings, (Cont'd.)

4.7.2 Additional Local Exchange Services, (Cont'd.)

A. Universal Telephone Service Assistance Program, (Cont'd.)

1. General, (Cont'd.)

The low-income programs are funded through voluntary contributions from Illinois Customers.

The Company's verification through the Department of Human Services or, in lieu of electronic verification, the applicant's signature on the form contained in Part 757 as Exhibit E, shall constitute proof of income eligibility.

The low-income assistance shall be available to only one access line per low-income household.

2. Supplemental Link-Up Assistance

A one-time credit of \$35.00 will be applied towards the customary connection charge to each new eligible Customer.

INTRASTATE SERVICES TARIFF

SECTION 4 – MISCELLANEOUS SERVICES, (CONT'D.)

4.7 Service Offerings, (Cont'd.)

4.7.2 Additional Local Exchange Services, (Cont'd.)

A. Universal Telephone Service Assistance Program, (Cont'd.)

3. Voluntary Contribution

Customers wishing to participate in the funding of UTSAP may do so by electing to contribute, on a monthly basis, a fixed amount to be included by the Company on the Customer's telephone bill. The voluntary contribution shall not reduce the Customer's total monthly bill amount due the Company for telephone services or other charges.

Residential Customers may elect to contribute:

- (a) \$0.50
- (b) \$1.00
- (c) \$2.00
- (d) \$5.00

Business Customers may elect to contribute:

- (a) \$1.00
- (b) \$5.00
- (c) \$10.00
- (d) \$25.00

Customers may elect to discontinue or change the amount of monthly contributions on their bill at any time upon providing at least 30 days' notice to the Company.

Failure by the Customer to remit the entire billed amount will reduce the UTSAP contribution accordingly. One-time or periodic contributions in excess of the above-referenced amounts shall be made directly to the UTSAP Administrator.

INTRASTATE SERVICES TARIFF

SECTION 4 – MISCELLANEOUS SERVICES, (CONT'D.)**4.7 Service Offerings, (Cont'd.)****4.7.3 Digital Divide Elimination Fund Program**

- A. Digital Divide Elimination Fund Program is created as a special fund in the State Treasury to foster elimination of the Digital Divide. All monies in the Fund will be collected by the Company and reported to the Department of Commerce and Community Affairs, who will issue grants to the various communities based upon their needs.
- B. Customers wishing to participate in the funding of the Program may do so by electing to contribute, on a monthly basis, a fixed amount to be included on the Customer's monthly bill. This contribution shall not reduce the Customer's total amount due for telecommunications services or other charges appearing on the bill.
- C. This contribution will be a line item on the bill and identified as the Digital Divide Fund.
- D. Customers may elect to contribute \$0.50, \$1, \$2, \$5, \$10, \$15 or \$25 per month, per line.
- E. Customers may elect to discontinue or change the amount of the monthly contribution on their bill at any time upon providing at least 30 days notice by telephone or mail to the Company.
- F. Failure by the Customer in any month to remit the entire billed amount may reduce the contribution accordingly.

4.7.4 Universal Emergency Telephone Number Service (911)

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the numbers 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center Customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. No call specific charges apply to 911 calls.

Issued: November 12, 2015

Effective: November 13, 2015

Issued by: Manager – Regulatory Compliance
3200 W. Pleasant Run Road, Suite 300
Lancaster, TX 75146

ILx1504

 INTRASTATE SERVICES TARIFF

SECTION 5 – SPECIAL ARRANGEMENTS

5.1 Special Construction

5.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof

5.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

5.1.2.1 cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes:

5.1.11.1	equipment and materials provided or used,
5.1.2.1.2	engineering, labor and supervision,
5.1.2.1.3	transportation, and
5.1.2.1.4	rights of way;

5.1.2.2 cost of maintenance;

5.1.2.3 depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

5.1.2.4 administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

5.1.2.5 license preparation, processing and related fees;

5.1.2.6 tariff preparation, processing and related fees;

5.1.2.7 any other identifiable costs related to the facilities provided; and

5.1.2.8 an amount for return and contingencies.

INTRASTATE SERVICES TARIFF

SECTION 5 – SPECIAL ARRANGEMENTS, (CONT'D.)

5.1 Special Construction, (Cont'd.)

5.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

5.1.3.1 The termination liability period is the estimated service life of the facilities provided.

5.1.3.2 The amount of the maximum termination liability is equal to the estimated amounts for:

5.1.3.2.1 Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

- (A) equipment and materials provided or used,
- (B) engineering, labor and supervision,
- (C) transportation, and
- (D) rights of way;

5.1.3.2.2 license preparation, processing, and related fees;

5.1.3.2.3 tariff preparation, processing, and related fees;

5.1.3.2.4 cost of removal and restoration, where appropriate; and

5.1.3.2.5 any other identifiable costs related to the specialty constructed or rearranged facilities.

INTRASTATE SERVICES TARIFF

SECTION 5 – SPECIAL ARRANGEMENTS, (CONT'D.)**5.1 Special Construction, (Cont'd.)****5.1.3 Termination Liability, (Cont'd.)**

5.1.3.3 The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

5.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Contracts resulting from a special request shall be filed with the Commission in compliance with applicable rules and regulations.

5.3 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration designed to attract new Customers or to increase Customer awareness of a particular tariff offering, wherein it may waive or reduce nonrecurring or recurring charges. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in Section 6 of the Company's tariff. All promotions are offered on a non-discriminatory basis and are subject to Commission approval.

INTRASTATE SERVICES TARIFF

SECTION 6 – PROMOTIONAL OFFERINGS

[RESERVED FOR FUTURE USE]

Issued: November 12, 2015

Effective: November 13, 2015

Issued by: Manager – Regulatory Compliance
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INTRASTATE SERVICES TARIFF

SECTION 7 –SERVICE TERRITORY

7.1 Calling Areas

Geographically-defined Local Calling Areas are associated with each Exchange Access Service. Company's local calling zone will mirror SBC's calling zones.

Issued: November 12, 2015

Effective: November 13, 2015

Issued by: Manager – Regulatory Compliance
3200 W. Pleasant Run Road, Suite 300
Lancaster, TX 75146

ILx1504