

Effective June 1, 2023, this WiITel Communications, LLC Rate Schedule
replaces, cancels and supersedes
WiITel Communications, LLC New York Intrastate Tariff No. 2

REGULATIONS AND SCHEDULE OF CHARGES

APPLICABLE TO INTRASTATE INTEREXCHANGE TELEPHONE SERVICES

FURNISHED BY

WILTEL COMMUNICATIONS, LLC
fka WILLIAMS COMMUNICATIONS, LLC

This Rate Schedule contains the rates, terms and conditions applicable to intrastate interexchange services offered by WiITel Communications, LLC within the State of New York. The provisions of this Rate Schedule apply only to the intrastate interexchange services described herein.

The services described in this Rate Schedule may be provided by any means of wire, terrestrial communications systems, satellite, microwave, and other transmission systems, or any combination thereof.

APPLICATION OF RATE SCHEDULE

This Rate Schedule is available for public inspection during normal business hours at the main office of WiiTel Communications, LLC, located at WiiTel Resource Center, 2 East First Street, Tulsa, OK 74172.

This Rate Schedule contains the rates, terms and conditions of service applicable to the furnishing of the within described intrastate interexchange services by WiiTel Communications, LLC. This Rate Schedule applies to interexchange services offered by WiiTel Communications, LLC to the general public, which, for purposes of this Rate Schedule, consist of business and casual calling customers.

CONCURRING CARRIERS
None

CONNECTING CARRIERS
None

OTHER PARTICIPATING CARRIERS
None

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EXPLANATION OF SYMBOLS

Changes to this Rate Schedule shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify an increase.
- (M) To signify matter relocated without change.
- (N) To signify new rate or regulation.
- (R) To signify reduction.
- (S) To signify reissued matter.
- (T) To signify change in text but no change in rate or regulation.
- (Z) To signify a correction.

TERMS AND ABBREVIATIONS

Access Line - A facility arrangement which connects Customer's location to Company's POP.

Account Code - A series of digits entered by End User to associate a call with a particular department, cost center, or Customer. A non-verified Account Code shall be accepted if it contains the proper number of digits. A verified Account Code shall only be accepted if it can be matched with a number on the list of valid Account Codes provided by End User.

Available/Availability - Condition in which Company has the facilities necessary to provide Service and such facilities are not already committed to other parties or other Customers and are accessible for Service to Customer, as determined by the Company, in its sole discretion.

Casual Calling - Access to Company's network and the subsequent use of Service by an End User Customer through the dialing of a carrier access code in the format of 101XXXX, where the four (4) digits represented by the "X" are the unique Carrier Identification Code (CIC) assigned to Company.

Casual Calling Customer- An End User who is responsible for the payment of charges due as a result of using the Company's Casual Calling Service and for compliance with Company's rate schedule.

Channel(s) or Circuit(s) - A communications path between two or more points.

Commission - The New York Public Service Commission.

Conversation Minutes - For billing purposes calls are billed based on Conversation Minutes, which begin when the called party answers, as determined by answer supervision, and end when either party disconnects.

Company or Carrier - WiTel Communications, LLC unless otherwise clearly indicated by the context.

Customer – When used throughout this Rate Schedule, refers to Casual Calling Customers, End User Customers and/or certified reseller Customers.

Due Date - The date on which payment is due as indicated on Company's invoice to Customer.

End User – The natural person or legal entity which: (1) orders service through a certified reseller Customer or (2) uses the Company's Casual Calling service directly as a Customer through dialing the Company's designated access code or other access number or (3) is a Customer that purchases Service directly from Company for its own internal business purposes and not for resale.

FCC - Federal Communications Commission.

TERMS AND ABBREVIATIONS, (CONT'D.)

Individual Case Basis (ICB) - Determinations involving situations where nonstandard arrangements are required to satisfy specialized needs. The nature of such Service requirements makes it difficult or impossible to establish general Rate Schedule provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they shall be offered pursuant to such terms and conditions when set forth in writing and subscribed to by authorized representatives of Customer and Company.

Interexchange Service - Service provided to a Customer over a Channel or Circuit between a Company designated POP in one exchange and a Company designated POP in another exchange.

Local Exchange Carrier (LEC) - The local telephone utility that provides exchange telephone services.

N/A - Not applicable.

On-Net - A Circuit traversing the WiITel Network, both end points of which originate and terminate at a WiITel designated POP.

Off-Net - A circuit that is not On-Net.

POP (Point of Presence) - A Company designated location where a facility is maintained for the purpose of providing access to the Company's Services by Customer and/or its End Users.

Service - WiITel's Interexchange Services as described and offered in this Rate Schedule as modified from time to time.

Service Agreement - An agreement between the Company and a Customer that, subject to the terms and conditions of this Rate Schedule, defines the relationship between the Company and the Customer.

Rate Schedule - The Company's New York Rate Schedule for Interexchange Services, and effective revisions thereto.

WiITel - Used throughout this Rate Schedule to refer to WiITel Communications, LLC

WiITel Network - The telecommunications transmission system operated by WiITel and which is capable of providing Service between WiITel designated POPs.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company and Limitations of Services

- 2.1.1 The Company undertakes to furnish Service pursuant to the terms of this Rate Schedule for the transmission of information originating and terminating within the State. Company reserves the right to deny Service if, in Company's sole opinion, insufficient facilities or equipment are Available to provide the Service.
- 2.1.2 The provision of Service shall not create a partnership or joint venture between the Company and Customer nor result in joint service offerings to their respective customers or End-Users.
- 2.1.3 Company owns or operates transmission facilities within the State and/or resells telecommunications services provided by other carriers. Notwithstanding the resale of telecommunications services provided by other carriers, Customer shall be considered a customer of Company, and not a customer of any other carrier.
- 2.1.4 Service is offered subject to the Availability of the necessary facilities and subject to the provisions of this Rate Schedule.
- 2.1.5 Service provided under this Rate Schedule is directly controlled by Company, and Customer may not transfer or assign the use of Service, except with the prior written consent of Company. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this Rate Schedule as well as all conditions for Service, shall apply to all such permitted assignees or transferees.
- 2.1.6 The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.1.7 Service furnished by Company may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of Company and Limitations of Services (cont'd)

2.1.7 Company's Services are not designed for the use of recording devices. In the event Customer uses such devices to record two-way telephone conversations, Customer does so at its own risk and shall solely be responsible for any liability arising therefrom.

2.1.8 Company may, when authorized by a Customer, act as a Customer's agent for ordering dedicated Access Lines or facilities provided by other carriers to allow connection of specified locations of Customer to the network of Company. The Customer shall be responsible for all charges due for such service arrangements.

2.1.9 To the extent that any conflict arises between the terms and conditions of a Service Agreement and the terms and conditions of this Rate Schedule, the Rate Schedule shall prevail, except such terms and conditions in a Service Agreement that are expressly set forth therein as ICB terms or conditions, in which case such ICB terms and conditions shall prevail.

2.2 Liability of the Company

2.2.1 Except as otherwise specifically provided for in this Rate Schedule, the Company and/or its affiliates shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, sabotage, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, condemnation, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations or other applicable laws, regulations, or orders. The Company's liability, if any, for its gross negligence or willful misconduct is not limited by the rate schedule.

2.2.2 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the Service or facilities, equipment, or services associated with such Service.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.2 Liability of the Company (cont'd)

2.2.3 The Customer shall indemnify and hold the Company harmless from and against any court, administrative or agency action, suit or similar proceeding brought against Company and/or any affiliate of the Company for:

- (a) claims arising out of or related to the contents transmitted via the Services (whether over the WiTel Network or Local Access facilities) including, but not limited to, claims, actual or alleged, relating to any violation of copyright law, export control laws, failure to procure necessary authorizations, clearances or consents, failure to meet governmental or other technical broadcast standards, or claims that such transmission contents are libelous, slanderous, an invasion of privacy, pornographic, or otherwise unauthorized or illegal;
- (b) patent infringement claims arising from combining or connecting the Service with equipment and systems of the Customer;
- (c) all other claims arising out of any act or omission of the Customer in connection with any Service provided by the Company;
- (d) defacement of, or damage to, the premises of Customer and Authorized Users resulting from the installation, and/or removal of facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company; and
- (e) claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company, its agents, or employees.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.2 Liability of the Company (Cont'd)

2.2.4 The Company shall not be liable to the Customer or any other person or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects" or "Defective Service"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer (including authorized users) or Customer's customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including, without limitation, costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTIVE SERVICE OR ANY OTHER CAUSE. ANY WARRANTIES AND REMEDIES EXPLICITLY SET FORTH IN THIS RATE SCHEDULE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE, ANY DEFECT IN THE SERVICE WHATSOEVER OR A FAILURE TO PERFORM UNDER THIS RATE SCHEDULE, NEITHER COMPANY NOR ANY THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER EXCEPT FOR IN THE CASE OF GROSS NEGLIGENCE..

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Billing and Payment For Service

2.3.1 Responsibility for Charges

The Customer is responsible for payment of all charges for Services furnished to the Customer or authorized End User. This includes payment for Services specifically requested by the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public. A Customer whose Service has been discontinued for non-payment of bills shall be required to pay any unpaid balance due to Company before Service is restored.

2.3.2 Billing and Payment Arrangements

2.3.2.A All payments due by the Customer shall be remitted and payable to the Company or any billing agent duly authorized and designated by the Company to receive such payments.

2.3.2.B The Customer will be charged in arrears for each use of the Company's long distance Casual Calling Service as a line item on the Customer's LEC bill. The charge will be identified as a charge by the Company for long distance service and will include the time and place of the call and the Company's toll free number.

2.3.3 Late Payment Fee

Bills are due and payable upon receipt. In the event Customer fails to pay or remit payment in full to the proper address for Services billed by the Company or authorized billing agent on or before thirty (30) days after the Due Date, Customer shall also pay a late fee in the amount of the lesser of one and one-half percent (1.5%) of the unpaid balance per month or the maximum lawful rate under applicable state law.

2.3.4 Return Check Charge

A return check charge of \$10.00 will be assessed for checks made payable to the Company and returned for insufficient funds. For service billed on behalf of the Company, any applicable return check charges will be assessed according to the terms and conditions of the Company's billing agent.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Billing and Payment For Service (Cont'd)

2.3.5 Disputed Charges

Disputes with respect to charges must be presented to the Company in writing within 30 days after the Due Date or such invoice shall be deemed to be correct and binding on the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety within 30 days after the Due Date. If, after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer or Company may file an appropriate complaint with the Commission. For all other Customers, resolution of any billing disputes will be governed by the following terms and conditions.

Amounts charged for Company's Services which are reasonably disputed by Customer (along with late fees attributable to such amounts) shall apply but shall not be due and payable for a period of sixty (60) calendar days following the Due Date, provided Customer: (i) pays all undisputed charges on or before the Due Date, and (ii) presents a written statement of any billing discrepancies to Company in reasonable detail together with appropriate supporting documentation within 30 days after the Due Date of the invoice in question, and (iii) negotiates in good faith with Company for the purpose of resolving such dispute within said sixty (60) calendar day period.

In the event such dispute is mutually agreed upon and resolved in favor of Company, Customer agrees to pay Company the disputed amounts together with any applicable late fees within five (5) business days of the resolution (the "Alternate Due Date"). In the event such dispute is mutually agreed upon and resolved in favor of Customer, Customer will receive a credit for the disputed charges and no late fees shall apply.

In the event Company has responded to Customer's dispute in writing and the parties fail to mutually resolve or settle the dispute within such sixty (60) calendar day period (unless Company has agreed in writing to extend such period), all disputed amounts together with the late fees shall become due and payable on the sixtieth (60th) day following the Due Date, which shall be the Alternate Due Date for such amounts, and this provision shall not be construed to prevent the Parties from pursuing any legal remedies.

Company shall not be obligated to consider any Customer notice of billing discrepancies, which are received by Company more than 30 days after the Due Date. This right to dispute applies only to Company's Services provided to Customer and not to any dispute Customer may have with its End User or with respect to any third party services. Customer shall indemnify Company against any cost, expenses or charges incurred by Company as a result of its acting on behalf of Customer to dispute charges for third party services.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Taxes and Fees

2.4.1 Service may be subject to State and/or local taxes (e.g., gross receipts tax, sales tax, and municipal utilities tax) and/or fees (e.g, intrastate access charges and contributions to the State universal service program) and/or surcharges related to emergency telephone service (911/E911). An amount equal to such taxes and fees shall be charged to the Customer in addition to the charges stated in this Rate Schedule. All charges related to such taxes and fees shall each be shown as a separate line item on the Customer's monthly invoice.

2.4.2 Gross Revenue Tax Surcharge

The Gross Revenue Tax Surcharge rates to be charged by all companies are as follows:

<u>Bill Date Period</u>	<u>Gross Revenue Tax Surcharge</u>
Oct. 1, 1998 - Dec. 31, 1999	4.1667%
Jan. 1, 2000 - June 30, 2000	3.3592%
July 1, 2000	2.9601%

2.4.3 The Company may also include among such fees and surcharges any Primary Interexchange Carrier (PIC) charges charged against the Company by a Local Access Provider, as well as any other Local Access charges, whether for originating or terminating Local Access, charged against the Company for originating or terminating intrastate interexchange communications.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Schools and Libraries Discount Program

2.5.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company's services offered in this Rate Schedule and in the tariffs, catalogs, rate schedules of concurring Companies at a discounted rate, in accordance with the rules adopted by the FCC in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11, Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 C.F.R. §§ 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program; a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

2.5.2 Regulations

2.5.2.A Obligations of Eligible Schools and Libraries

1. Schools, libraries, and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
2. Schools, libraries, and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
3. Services requested will be used for educational purposes.
4. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Schools and Libraries Discount Program

2.5.2 Regulations (cont'd)

2.5.2.B Obligations of the Company

1. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this Rate Schedule.
2. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this Rate Schedule, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

2.5.2.C Discounted Rates for Schools and Libraries

1. Discounts for eligible schools, libraries and consortia shall be set as a percentage from the pre-discount price of services to schools and libraries prior to application of a discount.
2. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
3. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.

2.5.3 Services Ineligible for School and Libraries Discount

Casual Calling Service.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Schools and Libraries Discount Program (cont'd)

2.5.4 School and Libraries Discount Matrix

<u>How Disadvantaged</u>	<u>% Discount Level</u>	
	<u>Urban Discount</u>	<u>Rural Discount</u>
% of students eligible for national school lunch program		
< 1	20	25
1-19	40	50
20-34	50	60
35-49	60	70
50-74	80	80
75-100	90	90

2.6 Health Care Providers Support Program

2.6.1 General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Rate Schedule and the tariffs, catalogs, rate schedules of concurring Companies. Such services must be purchased in accordance with the Rules adopted by the FCC in its Universal Service Order 97-157, issued May 8, 1997 and the New York Public Service Commission in its Order in Cases 94-C-0095 and 28425, issued November 4, 1997. The FCC Rules are codified at 47 C.F.R. §§ 54.601 et. seq., and any amendments made thereto.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Health Care Providers Support Program (cont'd)

2.6.2 Regulations

- A. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- B. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- C. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.
- D. Responsibilities of Eligible Health Care Providers
 - 1. Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.
 - 2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
 - 3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
 - 4. A health care provider that cannot obtain toll free access to an internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free internet access and that it is an eligible health care provider.
 - 5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Health Care Providers Support Program (cont'd)

2.6.2 Regulations (cont'd)

E. Responsibilities of the Company

1. The Company shall offer reduced rates and charges for service to eligible health care providers to the extent that eligible facilities and services are available and offered in this Rate Schedule.
2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.

2.6.3 Rates and Charges

The following price adjustments will be available to eligible rural health care providers for the services contained in this Rate Schedule, except subparagraph C., which shall be available to all eligible health care providers, regardless of location.

- A. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest rate schedule or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in New York State with a population of at least 50,000.
- B. An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in New York State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.
- C. Each eligible health care provider that cannot obtain toll-free access to an internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)

3.1 End User Services

3.1.1 Casual Calling

Casual Calling Service permits End User Customers to obtain Service without the necessity of presubscription of their local lines. Customers utilizing Casual Calling Service shall access Service by dialing an access code in the form of 101XXXX, where "X" is the 4 digit Carrier Identification Code (CIC) assigned to the Company. When dialing, the access code shall be followed by the normal sequence of I+ Area Code + Number. Calls placed using Casual Calling Service are billed to Customer in whole minute increments rounded up to the next full minute through the serving Local Exchange Carrier's (LEC) monthly bill. All End Users of Casual Calling are Customers of the Company, even when they are End Users of a Reseller for other Services. The rates for Casual Calling Service are set forth in Section 4.

Casual Calling Service cannot be obtained through aggregator locations such as payphones. WiITel will block all 101XXXX calls to its Carrier Access Code made from such locations.

3.1.2 Presubscription

Presubscription Service permits End User Customers without a Service Agreement to select WiITel as the Customer's presubscribed or preferred carrier for interLATA and/or intraLATA interexchange service. The rates for Presubscription Service are set forth in Section 4.

3.2 Critical Facilities Administration Service

3.2.1 Critical Facilities Administration Service permits a WiITel End User Customer that purchases at least one Subscribed Circuit to obtain information, upon written request, about the physical path of the Subscribed Circuit(s). A "Subscribed Circuit" is a Qualified Circuit that is subscribed to Critical Facilities Administration Service in accordance with this Section 3.3. A "Qualified Circuit" is a circuit, provided by WiITel to an End User Customer using WiITel facilities, that is enrolled by the End User Customer in the federal Telecommunications Service Priority (TSP) program. Critical Facilities Administration Service is only available for Qualified Circuits, and a circuit ceases to be a Qualified Circuit when either it is no longer provided by WiITel using WiITel facilities or is no longer enrolled in the federal TSP program. In no event is WiITel obligated to provide information relative to any circuit other than Subscribed Circuit(s) purchased by the End User Customer.

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)

3.2 Critical Facilities Administration Service

- 3.2.2 The End User Customer must apply in writing through its WiTel representative for Critical Facilities Administration Service subscription approval, and the application must identify the Qualified Circuit(s) that the End User Customer seeks to subscribe to Critical Facilities Administration Service. In order to qualify for Critical Facilities Administration Service, an End User Customer must demonstrate to WiTel in writing that each Qualified Circuit sought to be subscribed has been properly registered under the federal TSP program. Upon approval by WiTel, the End User Customer must execute a confidentiality agreement, supplied by WiTel, agreeing to treat as confidential all information provided pursuant to a Critical Facilities Administration Service request for data. No information will be provided until a confidentiality agreement is executed.
- 3.2.3 Upon WiTel's approval of the End User Customer's subscription to Critical Facilities Administration Service and execution of the confidentiality agreement, the End User Customer will be provided, upon specific written request, with physical path information for Subscribed Circuit(s) in the form of documentation containing a description in sufficient detail, where and to the extent available, to be able to ascertain with a reasonable degree of accuracy the actual physical path of the requested Subscribed Circuit(s) ("Path Information"). Path Information obtained from a third party will contain as accurate a description of the relevant portion of the physical path of the Subscribed Circuit(s) as is provided by the third party to WiTel. Path Information will be provided within fifteen (15) business days of a written request, or within a time period as mutually agreed between the parties. This time period is subject to change if information from a third party is required. The Path Information provided represents that available at the time of the request and is subject to change. WiTel will make reasonable efforts to notify the End User Customer when changes are made to the physical path of Subscribed Circuit(s), but any updates to Path Information will be provided under this Critical Facilities Administration Service only upon subsequent written request of the End User Customer.
- 3.2.4 Critical Facilities Administration Service may be suspended at the sole discretion of WiTel in the event of a major outage that directly or indirectly affects Subscribed Circuit(s). In such event, WiTel will provide, upon written request, Path Information within ninety (90) days after the restoration of service, or such other time as mutually agreed between the parties.
- 3.2.5 Rates. Each Critical Facilities Administration Service request for information will be subject to a charge in an amount to be determined on an individual case basis depending upon the number of Subscribed Circuits in the request, whether information from a third party is required, and in what form the information is provided. In addition, any costs associated with obtaining Path Information from a third party will be passed on to the End User Customer.

SECTION 3 – DESCRIPTION OF SERVICE, (CONT.)

3.3 Additional Service Offerings

Applicable rate schedules for the following services are provided in Section 4. Dedicated Access Lines may be required to connect a Customer's facilities to Company's POP. Such dedicated Access Lines, when required, shall be the sole responsibility of Customer. Notwithstanding such responsibility, Company shall, upon Customer's request, order such dedicated Access Lines on behalf of Customer or its End Users, and shall invoice the Customer for all related recurring and non-recurring charges. Intrastate rate plans are tied to specific interstate and international rate plans. The minimum Term for Service provided On-Net is one month (30 days), except where special construction is requested in which case the minimum Term may be longer. The minimum Term for Service provided Off-Net shall be the same as that minimum service term imposed on WilTel for leasing the Off-Net facilities.

- 3.3.1 WilTel "Switched One Plus Service Plan" is designed for Customers who require an end-to-end solution for origination, transmission and termination of communications. WilTel will arrange for End Users' ANIs to be presubscribed to the Company's Carrier Identification Code (CIC), allowing "one plus" dialing. Account codes are supported. The intrastate rates that WilTel charges Customers for Switched One Plus Service Plan are set forth in Section 4.
- 3.3.2 WilTel "Dedicated One Plus Service Plan" is designed for Customers who require interexchange Services via dedicated Access Lines to the Customer's premises for origination, transmission and termination of communications allowing End Users to place long distance calls. Account codes are supported. The intrastate rates that WilTel charges Customers for Dedicated One Plus Service Plan are set forth in Section 4.
- 3.3.3 WilTel "Toll Free Service" offers Customers toll free numbers (e.g., 800, 888 or 877) and allows callers to reach the subscriber without toll charges. Toll Free Service consists of a basic service (assignment of a toll free telephone number and a toll free calling area selected by the Customer) and additional features that Customers can select.

SECTION 3 – DESCRIPTION OF SERVICE, (CONT.)

3.3 Additional Service Offerings

3.3.4 WiiTel “Switched Toll Free Service Plan” is designed for Customers who require termination of toll free number calls originated from anywhere in the North American dialing plan. This service terminates calls to a ten-digit voice-grade line to the Customer’s premise, and calls are toll-free to the calling party. The rates that WiiTel charges Customers for Switched Toll Free Service Plan are set forth in Section 4.

3.3.5 WiiTel “Dedicated Toll Free Service Plan” is designed for Customers that require termination of toll free number calls originated from anywhere in the North American dialing plan. This service terminates calls over T-1 or T-3 dedicated Access Lines to an End User’s premises from Company’s POP, and calls are toll-free to the calling party. Company acts as the Customer’s RespOrg, managing toll-free numbers in the National SMS database. The rates that WiiTel charges Customers for Dedicated Toll Free Service Plan are set forth in Section 4.

3.4 Terms and Conditions

WiiTel “Operator Assistance” Service offers Customers the ability to provide its End Users with call completion functions performed either by a live operator or by automated systems. Such functions include collect calling, third party billing and calling card services. Access to WiiTel Operator Assistance can be obtained by the following dialing methods: (A) “00” from a telephone subscribed to WiiTel Network in a Feature Group D (FGD) area; (B) “0+ (NPA-NXX-XXXX)” from a telephone subscribed to WiiTel Network in a FGD area; (C) “101XXXX+ 0” from any non-pay telephone in a FGD area, when Customer deploys its carrier identification code on WiiTel’s network; and (D) “1-800-XXXX” from any location, when using a WiiTel proprietary calling card. The rates WiiTel charges Customers for Operator Assistance are set forth in Section 4.

WiiTel’s Customers of Operator Assistance shall be responsible for compliance with all signage, labeling and rate schedule requirements of the Commission regarding alternative operator services (“AOS”) and consumer protection policies.

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)

3.4 Terms and Conditions (cont'd)

- 3.4.1 Service is available twenty-four (24) hours a day, seven (7) days a week. The beginning time for outbound calls is determined by the time at the point of origination. The beginning time for inbound calls (Toll Free Service) is determined by the time at the point of termination.
- 3.4.2 Usage sensitive charges are based on the actual usage of Company's facilities (On-Net and Off-Net). Such charges are measured in Conversation Minutes counted in six (6) second increments after a minimum initial period set forth in this Rate Schedule.
- 3.4.3 Chargeable time for Customer shall begin when the called party answers, as determined by hardware answer supervision, provided that such capabilities are available from the local telephone company. If hardware answer supervision is not available, then Carrier will employ industry accepted standards for the timing of calls. Chargeable time for a call shall end upon disconnection by either party.
- 3.4.4 Service to 900 and other premium numbers are not offered.

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)

3.5 Emergency/Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority

WiTel will arrange a Service for Telecommunications Service Priority (TSP) provisioning and/or restoration priority upon receipt of certification in conformance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations and in accordance with the following terms and conditions.

3.5.1 General

3.5.1.1 The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions. NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede rate schedule language contained herein.

3.5.1.2 The TSP program has two components, restoration and provisioning.

- i. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
- ii. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited WiTel provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

3.5.1.3 The rates and charges applicable to TSP restoration and/or provisioning services are set forth in Section 4.

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)

3.5 Emergency/Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority (cont'd)

3.5.2 TSP Request Process – Restoration

3.5.3 To request a TSP restoration priority assignment, a prospective TSP user must:

- 3.5.2.1 Determine that the user's telecommunications service supports an NS-EP function under one of the following four TSP categories:
- i. National Security Leadership
 - ii. National Security Posture and U.S. Population Attack Warning
 - iii. Public Health, Safety, and Maintenance of Law and Order
 - iv. Public Welfare and Maintenance of National Economic Posture
- 3.5.2.2 Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- 3.5.2.3 Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<https://www.cisa.gov/resources-tools/resources/tsp-documents>).
- 3.5.2.4 For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
- 3.5.2.5 Submit the SF 315 to the OPT.
- 3.5.2.6 Upon receipt of the TSP Authorization Code from the OPT, notify WiITel and include the TSP Authorization Code in any service order to WiITel requesting restoration of NS/EP services.

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)

3.5 Emergency/Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority (cont'd)

3.5.3 TSP Request Process – Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 3.4.2 above for restoration priority assignment except for the following differences. The user should:

3.5.3.1 Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 3.4.2.1 above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

3.5.3.2 Verify that WiTel cannot meet the service due date without a TSP assignment.

3.5.3.3 Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)

3.5 Emergency/Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority (cont'd)

3.5.4 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- 3.5.4.1 Identify telecommunications services requiring priority.
- 3.5.4.2 Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- 3.5.4.3 Accept TSP services by the service due dates.
- 3.5.4.4 Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- 3.5.4.5 Pay WiiTel any authorized costs associated with priority services.
- 3.5.4.6 Report to WiiTel any failed or unusable services with priority levels.
- 3.5.4.7 Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- 3.5.4.8 Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)

3.5 Emergency/Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority (cont'd)

3.5.5 Responsibilities of WiTel

WiTel will perform the following:

- 3.5.5.1 Provide TSP service only after receipt of a TSP authorization code.
- 3.5.5.2 Revoke TSP services at the direction of the end-user or OPT.
- 3.5.5.3 Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- 3.5.5.4 Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- 3.5.5.5 Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- 3.5.5.6 Confirm completion of TSP service order activity to the OPT.
- 3.5.5.7 Participate in reconciliation of TSP information at the request of the OPT.
- 3.5.5.8 Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- 3.5.5.9 Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- 3.5.5.10 Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- 3.5.5.11 Disclose content of the NS/EP TSP database only as may be required by law.
- 3.5.5.12 Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)

3.5 Emergency/Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority (cont'd)

3.5.6 Preemption

When spare facilities are not available, it may be necessary for WiTel to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on WiTel's best judgment. If no suitable spare or non-TSP services are available, WiTel may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, WiTel will make every reasonable effort to notify the preempted customer of the action to be taken.

SECTION 4 – RATES AND CHARGES

4.1 General

Other than the charges indicated, there are no installation or other nonrecurring charges or monthly recurring charges for Service.

4.2 End User Service Rates

Conversation Minutes are billed in increments of six (6) seconds with an initial period (minimum billing period) of six (6) seconds, unless otherwise specified.

4.2.1 Casual Calling

Conversation Minutes are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.30

4.2.2 Presubscription

Conversation Minutes are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.30

4.2.3 Switched One Plus Service

Usage Sensitive Charges (Rate Per Minute): \$0.162

Non-Usage Sensitive Charges: N/A

4.2.4 Dedicated One Plus Service

Usage Sensitive Charges (Rate Per Minute): \$0.096

Non-Usage Sensitive Charges: N/A

SECTION 4 – RATES AND CHARGES, (CONT.)

4.2.5 Switched Toll Free Service

Usage Sensitive Charges (Rate Per Minute): \$0.167

Non-Usage Sensitive Charges: N/A

4.2.6 Dedicated Toll Free Service

Usage Sensitive Charges (Rate Per Minute): \$0.101

Non-Usage Sensitive Charges: N/A

4.2.7 Operator Assistance Service

Usage Sensitive Charges (Rate Per Minute): \$0.50

Non-Usage Sensitive Charges:

Charge per call: \$10.95

4.3 Telecommunications Service Priority Rates and Charges

4.3.1 A nonrecurring charge of \$235.00 per circuit applies to orders for TSP restoration and/or provisioning priority for new or existing circuits.

4.3.2 A monthly recurring charge of \$9.00 per circuit applies to orders for TSP restoration and/or provisioning priority for new or existing circuits.

4.3.3 Any additional actual costs incurred by WiITel associated with the actual provision of TSP priority restoration and/or provisioning during an emergency or similar situation (e.g., maintenance and/or installation costs such as overtime incurred installing a priority circuit), including any charges of a third party, will apply to orders for TSP restoration and/or provisioning priority for new or existing circuits. Such charges will be determined on an individual case basis.

SECTION 5 – CONTRACTS AND ICB

5.1 Contracts

At the option of the Company, any of the Services described in Section 3 may be offered under a separately negotiated contract between the Company and Customer, containing rates, terms or conditions that may vary from the rates, terms and conditions contained in this Rate Schedule. Such contracts may be entered into in order for the Company to respond to competitive alternatives that may also be available to such a Customer. The terms of each such contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of the rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed facilities, or other customized features. The terms of such contract may be based partially or completely on a Term or volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. The contract option will be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer.

5.2 ICB Arrangements

At the option of the Company, Service may be offered on an ICB basis to meet the specialized requirements of Customers. The terms of each such ICB arrangement shall be mutually agreed upon between the Customer and Company. ICB arrangements may be made for provisioning any of the services described in Section 3 only when nonstandard arrangements are required to satisfy the specialized needs of the Customer.