

TRANSIT TRAFFIC SERVICE

REGULATIONS, RATES, AND CHARGES APPLYING
TO THE PROVISION OF TRANSIT TRAFFIC SERVICES
PROVIDED BY EVERSTREAM GLC HOLDING COMPANY, LLC

Issued: July 29, 2016

Effective: August 1, 2016

Issued Under the Authority of Section 202(b) of the
Michigan Telecommunications Act, as amended, MCL 484.2101, et seq.

Brett Lindsey – President and Chief Operating Officer
Everstream GLC Holding Company, LLC
1228 Euclid Avenue, Suite 250
Cleveland, Ohio 44115

TRANSIT TRAFFIC SERVICE

ISSUING PROVIDER

Everstream GLC Holding Company, LLC

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

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TRANSIT TRAFFIC SERVICE**DEFINITIONS****800 Data Base Access Service**

The term "800 Data Base Access Service" denotes a service which uses a data base system to identify 800 access customers on a 10-digit basis. For purposes of administering the rules and regulations set forth in this tariff regarding the provision of 800 Database Access, except where otherwise specified, 800 Database Access Service will include the following service access codes 800, 888, 877, 866, 855, 844, 833, and 822.

800 Series

The term "800 series" denotes the service access codes of 800, 888, 877, 866, 855, 844, 833, and 822.

Access Code

The term "Access Code", denotes a uniform access code assigned by the Provider to an individual customer in the form 10 IXXXX.

Access Minutes

For the purpose of calculating chargeable usage, the term "Access Minutes" denotes Customer usage of the Provider's facilities in the provision of intrastate service. On the originating end of an intrastate call, usage is measured from the time the originating end user's call is delivered by the Provider to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an intrastate call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an intrastate call will terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Tandem

The term "Access Tandem" denotes a Provider switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a customer designated premises.

Act

"Act" means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

Add/ Drop Multiplexing

The term "Add/ Drop Multiplexing" denotes a multiplexing function offered in connection with SONET that allows lower level signals to be added or dropped from a high speed optical carrier channel in a wire center. The connection to the add/drop multiplexer is via a channel to a Central Office Port at a specific digital speed (i.e., DS3, DSI, etc.)

Alternatively Billed Traffic

Alternatively Billed Traffic means a service that allows either Party's end users to bill calls to accounts that may not be associated with the originating line, and includes all of the following call types terminated to or from an local wholesale complete access line:

- (i) Local and intraLATA toll Collect calls;
- (ii) Local and intraLATA toll Bill-to-Third-Number calls; and
- (iii) Local and intraLATA toll Calling Card calls.

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TRANSIT TRAFFIC SERVICE**DEFINITIONS** (Cont'd)**Answer/Disconnect Supervision**

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

Applicable Law

"Applicable Law" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Provider and Customer or the subject matter of this Tariff.

Attenuation Distortion

The term "Attenuation Distortion" denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz, unless otherwise specified.

Balance (100 Type) Test Line

The term "Balance (100 Type) Test Line" denotes an arrangement in an end office which provides for balance and noise testing.

Bill Due Date

"Bill Due Date" means thirty one calendar days from the bill date.

Bit

The term "Bit" denotes the smallest unit of information in the binary system of notation.

Business Day

The term "Business Day" denotes the times of day that a Provider is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Provider may vary based on company policy, union contract and location. To determine such hours for an individual Provider, or Provider location, that Provider should be contacted at the address shown under the Issuing Carrier's name listed on Title Page 2 preceding.

Busy Hour Minutes of Capacity (BHMC)

The term "Busy Hour Minutes of Capacity" (BHMC) denotes the customer specified maximum amount of Switched Access Service access minutes the customer expects to be handled in an end office switch during any hour in an 8:00 A.M. to 11:00 P.M. period for the Feature Group ordered. This customer specified BHMC quantity is the input data the Provider uses to determine the number of transmission paths for the Feature Group ordered.

TRANSIT TRAFFIC SERVICE

DEFINITIONS (Cont'd)

Call

The term "Call" denotes a customer attempt for which complete address information (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

Calling Party Number

"Calling Party Number" (CPN) is as defined in 47 C.F.R. §64.1600(c).

Carrier Identification Code (CIC)

The term "Carrier Identification Code" (CIC) denotes a numeric code assigned by the North American Numbering Plan (NANP) Administrator for the provisioning of Feature Group D Switched Access Services. The numeric code is unique to each carrier and is used by the Provider to route switched access traffic to the Customer Designated Premises.

Carrier or Common Carrier

See Interexchange Carrier.

CCS

The term "CCS" denotes a hundred call seconds, which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks).

Central Office

See End Office.

Central Office Maintenance Technician

The term "Central Office Maintenance Technician" denotes a Provider employee who performs installation and/or repair work, including testing and trouble isolation, within the Provider Central Office.

Channel(s)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications paths between two or more points of termination.

TRANSIT TRAFFIC SERVICEDEFINITIONS (Cont'd)Channel Service Unit

The term "Channel Service Unit" denotes equipment which performs one or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format error, and remote loop back.

Channelize

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

Claim

"Claim" means any pending or threatened claim, action, proceeding or suit.

Clear Channel Capability

The term "Clear Channel Capability" denotes the ability to transport twenty-four 64 Kbps over a DS 1 Mbps High Capacity service via a B8ZS line code format.

C-Message Noise

The term "C-Message Noise" denotes the frequency weighted average noise within an idle voice channel. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

C-Notched Noise

The term "C-Notched Noise" denotes the C-message frequency weighted noise on a voice channel with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

Common Channel Signaling

The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

Common Line

The term "Common Line" denotes a line, trunk, pay telephone line or other facility provided under the general and/or local exchange service tariffs of the Provider, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariffs. A common line-business is a line provided under the business regulations of the general and/or local exchange service tariffs.

Communications System

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

TRANSIT TRAFFIC SERVICE

DEFINITIONS (Cont'd)

Competitive Local Exchange Carrier (CLEC)

"Competitive Local Exchange Carrier" (CLEC), means a telecommunications company certified by the Michigan Public Service Commission to provide local exchange service.

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the transit traffic services offered by Provider under this Tariff, including CLECs, cable providers, ISP providers, and Wireless providers.

Customer Node

The term "Customer Node" denotes Provider provided equipment located at a customer designated premises that terminate a high speed optical channel.

Customer Designated Premises

The term "Customer Designated Premises" denotes the premises specified by the Customer for the provision of Transit Service.

Data Transmission (107 Type) Test Line

The term "Data Transmission (107 Type) Test Line" denotes an arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

Decibel

The term "Decibel" denotes a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two signal powers.

Detail Billing

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to Customer are due on a bill prepared by the Provider.

Direct-Trunked Transport

The term "Direct-Trunked Transport" denotes transport from the serving wire center to the end office or from the serving wire center to the access tandem on circuits dedicated to the use of a single customer.

TRANSIT TRAFFIC SERVICEDEFINITIONS (Cont'd)Discontinuance Notice

"Discontinuance Notice" means the written notice sent by the Provider to the Customer that notifies the Customer that in order to avoid disruption or disconnection of the Products and/or Services, furnished under this Tariff, the Customer must remit all unpaid charges to the Provider within fifteen (15) calendar days following receipt of the Provider's notice of unpaid charges.

Disputed Amounts

"Disputed Amounts" means the amount that the Customer contends is incorrectly billed.

Echo Control

The term "Echo Control" denotes the control of reflected signals in a telephone transmission path.

Echo Path Loss

The term "Echo Path Loss" denotes the measure of reflected signal at a 4-wire point of interface without regard to the send and receive Transmission Level Point.

Echo Return Loss

The term "Echo Return Loss" denotes a frequency weighted measure of return loss over the middle of the voiceband (approximately 500 to 2500 Hz), where talker echo is most annoying.

End Office

The term "End Office" denotes a local Provider switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks. This term includes Remote Switching Modules/ Systems served by a Host Central Office in a different wire center.

End User

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

Entity

"Entity" refers to either the Provider or the Customer in relation to the provision of services under this Tariff.

Entrance Facility

The term "Entrance Facility" denotes a Switched Access Service dedicated Local Transport facility between the customer's serving wire center and the customer designated premises.

TRANSIT TRAFFIC SERVICEDEFINITIONS (Cont'd)Entry Switch

See First Point of Switching.

Envelope Delay Distortion

The term "Envelope Delay Distortion" denotes a measure of the linearity of the phase versus frequency of a channel.

Equal Level Echo Path Loss

The term "Equal Level Echo Path Loss" (ELEPL) denotes the measure of Echo Path Loss (EPL) at a 4-wire interface which is corrected by the difference between the send and receive Transmission Level Point (TLP). [ELEPL = EPL -TLP (send) + TLP (receive)].

Exchange

The term "Exchange" denotes a unit generally smaller than a local access and transport area, established by the Provider for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service area that is an enlargement of a Provider's exchange area to include nearby exchanges. One or more designated exchanges comprise a given local access and transport area.

Exchange Access

The term "Exchange Access" means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.

Exit Message

The term "Exit Message" denotes an SS7 message sent to an end office by the Provider's tandem switch to mark the Carrier Connect Time when the Provider's tandem switch sends an Initial Address Message to an interexchange customer.

Expected Measured Loss

The term "Expected Measured Loss" denotes a calculated loss which specifies the end-to-1004-Hz loss on a terminated test connection between two readily accessible manual or remote test points. It is the sum of the inserted connection loss and test access loss including any test pads.

Extended Area Service

See Exchange.

TRANSIT TRAFFIC SERVICEDEFINITIONS (Cont'd)Frequency Shift

The term "Frequency Shift" denotes the change in the frequency of a tone as it is transmitted over a channel.

Host Central Office

The term "Host Central Office" denotes an electronic local Provider End Office where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks. Additionally, this type of End Office contains the central call processing functions which service itself and its Remote Switching Modules Systems.

Hub

The term "Hub" denotes a wire center at which bridging or multiplexing functions are performed for customers served out of any wire center.

Immediately Available Funds

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

Impulse Noise

The term "Impulse Noise" denotes any momentary occurrence of the noise on a channel over a specified level threshold. It is evaluated by counting the number of occurrences which exceed the threshold.

Individual Case Basis

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

Individual Contract Basis

The term "Individual Contract Basis" denotes a contract negotiated between the Provider and the Customer for Special Access Service or Flat Rated Switched Transport Service that states the rates, minimum period and termination liability for the requested service.

Initial Address Message

The term "Initial Address Message" denotes an SS7 message sent in the forward direction to initiate trunk set up, reserve an outgoing trunk and process the information about that trunk along with other data relating to the routing and handling of the call to the next switch.

TRANSIT TRAFFIC SERVICE**DEFINITIONS** (Cont'd)**Inserted Connection Loss**

The term "Inserted Connection Loss" denotes the 1004 Hz power difference (in dB) between the maximum power available at the originating end and the actual power reaching the terminating end through the inserted connection.

Installation and Repair Technician

The term "Installation and Repair Technician" denotes a Provider employee who performs installation and/or repair work, including testing and trouble isolation, outside of the Provider Central Office and generally at the Customer designated premises.

Interexchange Carrier (IC)

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate, interstate, or international communication by wire or radio, between two or more exchanges or MTAs.

Intermediate Hub

The term "Intermediate Hub" denotes a wire center at which bridging or multiplexing functions are performed only for customers served by that wire center and wire centers that subtend the hub, as specified in NECA Tariff F.C.C. No.4.

Intermodulation Distortion

The term "Intermodulation Distortion" denotes a measure of the nonlinearity of a channel. It is measured using four tones, and evaluating the ratios (in dB) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

Interstate Communications.

The term "Interstate Communications" means, (i) communication from any state, territory, or possession of the United States or the District of Columbia, (ii) from or to the United States insofar as such communication or transmission takes place within the United States or (iii) between points within the United States but through a foreign country.

IntraLATA Toll Traffic

"IntraLATA Toll Traffic" is defined as traffic exchanged between Customer's end users and the end users of a Third Party Terminating Carrier which subtends a Provider Tandem, whereby the Transit Traffic originates in one mandatory local calling area and terminates in a different mandatory local calling area but where both mandatory local calling areas are within the same LATA. Such IntraLATA Toll Traffic must terminate to a Third Party Terminating Carrier's end user, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). For purposes of this Tariff, traffic between Customers' end users that subscribe to one-way or two-way Optional Extended Area Service (Optional EAS) and the end user of a Third Party Terminating Carrier that is within the Provider local or mandatory exchanges that are covered by an Optional EAS Plan will be treated as IntraLATA Toll Traffic.

TRANSIT TRAFFIC SERVICE**DEFINITIONS** (Cont'd)**Intrastate Communications**

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Internet Service Provider (ISP) Traffic

ISP traffic is traffic which is exchanged between Customer and Provider in which the originating end user of the Customer or Third Party and the ISP served by the other entity are (i) both physically located in the same ILEC local exchange area as defined by the ILEC's local exchange tariff on file with the proper regulatory agency or; (ii) both physically located within neighboring ILEC local exchange areas that are within the same common mandatory local calling area. This includes but is not limited to mandatory extended area service, mandatory extended local calling service or other types of mandatory expanded local calling scopes.

Legal Holiday

The term "Legal Holiday" denotes days other than Saturday or Sunday for which the Provider is normally closed. These include New Year's Day, Independence Day, Thanksgiving Day, Christmas Day and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed and other locally observed holidays when the Provider is closed.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Minutes

For the purpose of calculating chargeable usage, the term "Local Minutes" denotes Customer usage of the Provider's facilities in the provision of intrastate service. On the originating end of a local call, usage is measured from the time the originating end user's call is delivered by the Provider to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of a local call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of a local call will terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Location Routing Number (LRN)

LRNs are 10 digit numbers that are assigned to the network switching elements (Central Office-Host and Remotes as required) for routing of calls in the network. The first six digits of the LRN will be one of the assigned NPA NXX of the switching element.

Loss Deviation

The term "Loss Deviation" denotes the variation of the actual loss from the designed value.

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TRANSIT TRAFFIC SERVICEDEFINITIONS (Cont'd)Major Fraction Thereof

The term "Major Fraction Thereof" denotes any period of time in excess of ½ of the stated amount of time. As an example, in considering a period of 24 hours, a major fraction thereof would be any period of time in excess of 12 hours exactly. Therefore, if a given service is interrupted for a period of thirty-six hours and fifteen minutes, the customer would be given a credit allowance for two twenty-four-hour periods for a total of forty-eight hours.

Milliwatt (102 Type) Test Line

The term "Milliwatt (102 Type) Test Line" denotes an arrangement in an end office which provides a 1004 Hz tone at 0 dBmO for one-way transmission measurements towards the Customer's premises from the Provider end office.

North American Numbering Plan

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

Off-hook

The term "Off-hook" denotes the active condition of Switched Access or a Telephone Exchange Service line.

On-Hook

The term "On-hook" denotes the idle condition of Switched Access or a Telephone Exchange Service line.

Optical Carrier Channel

The term "Optical Carrier Channel" denotes the high speed optical communications path for transporting information utilizing a Synchronous Optical Channel platform. The channel is provided at transmission rates of 155.52 Mbps (OC3) and 622.08 Mbps (OC12).

Optical Carrier Rate (OC-N)

The term "Optical Carrier Rate" denotes the line rate being transmitted on an optical carrier channel. A SONET transmission rate is equivalent to "N" times the OCI line rate of 51.84 Mbps.

Optical Carrier Rate Concatenated

The term "Optical Carrier Rate Concatenated" denotes the transmission of a combined signal formed by linking together multiple individual signals.

Optical Line Termination

The term "Optical Line Termination" denotes the network interface on the Customer designated premises equipment that provides for an optical handoff.

Originating Direction

The term "Originating Direction" denotes the use of transit service for the origination of calls from an End User Premises to an IC Premises.

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TRANSIT TRAFFIC SERVICEDEFINITIONS (Cont'd)Pay Telephone

The term "Pay Telephone" denotes a coin or coinless instrument provided in a public or semipublic place where Payphone Service Provider customers can originate telephonic communications and pay the applicable charges by (1) inserting coins into the equipment, or (2) using a credit card, or (3) third party billing the call, or (4) calling collect.

Payphone Service Provider

The term "Payphone Service Provider" denotes an entity that provides pay telephone service, which is the provision of public, semi-public or inmate pay telephone service.

Phase Jitter

The term "Phase Jitter" denotes the unwanted phase variations of a signal.

Point of Interface

The term "Point of Interface" means the location where the Provider and Customer's networks are physically interfaced for the purpose of exchanging Tandem Transit Traffic and which, by agreement of the Provider and Customer, constitutes the point of demarcation where the Provider or Customer's financial and technical responsibility for the establishment, operation and maintenance of the networks ends, and the other entity's respective responsibilities begins.

Premises

The term "Premises" denotes a building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

Provider

The term "Provider" refers to Everstream GLC Holding Company, LLC ("Everstream") when providing its transit traffic service to the Customer.

Release Message

The term "Release Message" denotes an SS7 message sent in either direction to indicate that a specific circuit is being released.

Remote Switching Modules/ Systems

The term "Remote Switching Modules/ Systems" denotes small, remotely controlled electronic end office switches which obtain their call processing capability from an electronic Host Central Office. The Remote Switching Modules/ Systems cannot accommodate direct trunks to an IC.

Return Loss

The term "Return Loss" denotes a measure of the similarity between the two impedances at the junction of two transmission paths. The higher the return loss, the higher the similarity.

TRANSIT TRAFFIC SERVICEDEFINITIONS (Cont'd)Section 251(b)(5) Traffic

"Section 251(b)(5) Traffic" means Telecommunications Traffic, in which the originating End User of one Party and the terminating End User of the other Party are both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state Commission or regulatory agency; or both physically located within neighboring ILEC Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes. For Section 251(b)(5) Traffic exchanged between Customer's end users and the end users of a CMRS provider that terminates the call, such traffic shall originate and terminate within the same Major Trading Area (MTA) as defined in 47 CFR§ 24.202(a). 251(b)(5) traffic includes VoIP-PSTN traffic.

Service Access Code

The term "Service Access Code" denotes a 3-digit code in the NPA format which is used as the first three digits of a 10-digit address and which is assigned for special network uses. Whereas NPA codes are normally used for identifying specific geographical areas, certain Service Access Codes have been allocated in the North American Numbering Plan to identify generic services or to provide access capability. Examples of Service Access Codes include the 800 and 900 codes.

Service Switching Point (SSP)

The term "Service Switching Point" denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

Shortage of Facilities or Equipment

The term "Shortage of Facilities or Equipment" denotes a condition which occurs when the Provider does not have appropriate cable, switching capacity, bridging or, multiplexing equipment, etc., necessary to provide the Service requested by the Customer.

Short Circuit Test Line

The term "Short Circuit Test Line" denotes an arrangement in an end office which provides for an ac short circuit termination of a trunk or line by means of a capacitor of at least four microfarads.

Signal-to-C-Notched Noise Ratio

The term "Signal-to-C-Notched Noise Ratio" denotes the ratio in dB of a test signal to the corresponding C-Notched Noise.

Signaling Point (SP)

The term "Signaling Point (SP)" denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

Issued: July 29, 2016

Effective: August 1, 2016

Issued Under the Authority of Section 202(b) of the
Michigan Telecommunications Act, as amended, MCL 484.2101, et seq.

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TRANSIT TRAFFIC SERVICEDEFINITIONS (Cont'd)Signaling Point of Interface (SPOI)

The term "Signaling Point of Interface (SPOI)" denotes the Customer designated location where the SS7 signaling information is exchanged between the Provider and the Customer.

Signaling Return Loss

The term "Signaling Return Loss" denotes the frequency weighted measure of return loss at the edges of the voiceband (200 to 500 Hz and 2500 to 3200 Hz), where signing (instability) problems are most likely to occur.

Signaling System 7 (SS7)

The term "Signaling System 7" (SS7) denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

Signal Transfer Point (STP)

The term "Signal Transfer Point" (STP) denotes a packet switch which provides access to the Provider's SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port

The term "Signal Transfer Point (STP) Port" denotes the point of termination and interconnection to the STP.

Subtending End Office of a Tandem

The term "Subtending End Office of a Tandem" denotes an end office that has final trunk Group routing through that access or transiting tandem.

Super Intermediate Hub – LATA reference needed

The term "Super Intermediate Hub" denotes a wire center at which bridging or multiplexing functions are performed for Customers served by all wire centers in the LATA. A Super Intermediate Hub can be restricted to one or more designated NPAs within a LATA and/or to wire centers that are owned by the same Provider as the hub. Super Intermediate Hubs and the wire centers they serve are identified in NECA TARIFF F.C.C. NO. 4.

Synchronous Optical Network (SONET)

The term SONET denotes a North American Standard for high speed synchronous optical channels having minimum transmission rates of 51.84 Mbps. The standard SONET optical carrier rate of 51.84 Mbps. is called OCI; the equivalent electrical signal rate is called STS-I. SONET standardizes higher transmission bit rates, OCN, as exact multiples of OCI (N X 51.84 Mbps.). For example, OC3 equals 3 X 51.84 Mbps.

Synchronous Test Line

The term "Synchronous Test Line" denotes an arrangement in an end office which performs marginal operational tests of supervisory and ring-tripping functions.

Issued: July 29, 2016

Effective: August 1, 2016

Issued Under the Authority of Section 202(b) of the
Michigan Telecommunications Act, as amended, MCL 484.2101, et seq.

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TRANSIT TRAFFIC SERVICEDEFINITIONS (Cont'd)Synchronous Transport Signal (STS)

The term Synchronous Transport Signal denotes a 51.84 Mbps. electrical signal used within the SONET optical carrier network. The signal consists of the information content and the overhead used by SONET. The overhead is used for controlling, framing and maintaining the STS signal so it can be directly connected to other SONET carrier channels. STS signals are in exact multiples of 51.84 Mbps. (STS-1 is 51.84 Mbps., STS3 is 155.52 Mbps., etc.).

Tandem Switched Transport

The term "Tandem Switched Transport" denotes transport from the tandem to the end office that is switched at a tandem.

Terminating Direction

The term "Terminating Direction" denotes the use of Transit Service for the completion of calls from an IC premise to an End User Premises.

Terminus Hub

The term "Terminus Hub" denotes a wire center at which bridging or multiplexing functions are performed only for Customers served directly by the same wire center.

Third Party Originating Carrier

"Third Party Originating Carrier" means a telecommunications carrier that originates transit traffic that transits Provider's network and is delivered to Customer.

Third Party Terminating Carrier

"Third Party Terminating Carrier" means a telecommunications carrier to which traffic is terminated when Customer uses Provider's transit traffic service.

Throughput

The term "Throughput" denotes the number of data bits successfully transferred in one direction per unit of time.

Transmission Measuring (105 Type) Test Line/ Responder

The term "Transmission Measuring (105 Type) Test Line/Responder" denotes an arrangement in an end office which provides far-end access to a responder and permits two-way loss and noise measurements to be made on trunks from a near end office.

Transmission Path

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

Trunk

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

TRANSIT TRAFFIC SERVICE

DEFINITIONS (Cont'd)

Trunk Group

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

Trunk Side Connection

The term "Trunk Side Connection" denotes the connection of a transmission path to the trunk side of a local exchange switching system.

Two-Wire to Four-Wire Conversion

The term "Two-Wire to Four-Wire Conversion" denotes an arrangement which converts a four wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity (e.g., a central office switch).

V and H Coordinates Method

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

Voice Over Internet Protocol ("VoIP")-PSTN Traffic

VoIP-PSTN traffic is traffic exchanged over PSTN facilities that originates and/or terminates in IP format.

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.

Wireless Switching Center

The term "Wireless Switching Center" (WSC) denotes a Wireless Service Provider (WSP) switching system that is used to terminate wireless stations for purposes of interconnection to each other and to trunks interfacing with the public switched network.

TRANSIT TRAFFIC SERVICEEXPLANATION OF SYMBOLS

C -	to signify changed Regulation.
D -	to signify discontinued rate or regulation.
I -	to signify increase to a rate or charge.
M -	to signify matter relocated without change.
N -	to signify new rate or regulation.
R -	to signify reduction to a rate or charge.

EXPLANATION OF ABBREVIATIONS

ABT -	Alternatively Billed Traffic
ADM -	Add/Drop Multiplexing
ANI -	Automatic Number Identification
BHMC -	Busy Hour Minutes of Capacity
CCS -	Common Channel Signaling
CDP -	Customer Designated Premises
CI -	Channel Interface
CNP -	Charge Number Parameter
CO -	Central Office
Cont'd -	Continued
CMRS -	Commercial Mobile Radio Service
CPE -	Customer Provided Equipment
CPN -	Calling Party Number
CSP -	Carrier Selection Parameter
DA -	Directory Assistance
dB -	decibel
dBrnC -	Decibel Reference Noise C-Message Weighted
dBrnCO -	Decibel Reference Noise C-Message Weighted 0
DDD -	Direct Distance Dialing
DSL -	Digital Subscriber Line
EAS -	Extended Area Service
EML -	Expected Measured Loss
EPL -	Echo Path Loss
ERL -	Echo Return Loss
F -	frequency
F.C.C. -	Federal Communications Commission
HC -	High Capacity
Hz -	Hertz
IC -	Interexchange Carrier
ICB -	Individual Case Basis
Kbps -	kilobits per second
kHz -	kilohertz
LATA -	Local Access and Transport Area
LNP -	Local Number and Portability
LRN -	Location Routing Number
ma -	Milliamperes
MSA -	Metropolitan Statistical Area

Issued: July 29, 2016

Effective: August 1, 2016

Issued Under the Authority of Section 202(b) of the
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TRANSIT TRAFFIC SERVICE

EXPLANATION OF ABBREVIATIONS (Cont'd)

Mbps -	Megabits per second
MHZ -	Megahertz
NPA -	Numbering Plan Area
NXX -	Three-Digit Central Office Prefix
OC -	Optical Carrier
POT -	Point of Termination
SNAL -	Signaling Network Access Line
SONET -	Synchronous Optical Network)
SP -	Signaling Point
SPOI -	Signaling Point of Interface
SRL -	Singing Return Loss
SSP -	Service Switching Point
SS7 -	Signaling System 7
STP -	Signal Transfer Point
STS -	Synchronous Transport Signal
SWC -	Serving Wire Center
VG -	Voice Grade
V & H -	Vertical & Horizontal
WSC -	Wireless Switching Center

Issued: July 29, 2016

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TRANSIT TRAFFIC SERVICE

REFERENCE TO OTHER TARIFFS

Whenever reference is made in this Tariff to other tariffs of the Provider, the references are to the Everstream GLC Holding Company, LLC Tariff M.P.S.C No. 25(R), in force as of the effective date of this Tariff, amendments thereto and successive revisions thereof.

Issued: July 29, 2016

Effective: August 1, 2016

Issued Under the Authority of Section 202(b) of the
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TRANSIT TRAFFIC SERVICE

1. Application of Tariff

1.1 General

- (A) This Transit Traffic Tariff (“Tariff”) sets forth the rates, terms and conditions for Everstream GLC Holding Company, LLC (“Provider”) Transit Traffic Service when Provider acts as a transit service provider. The terms and conditions of this Tariff apply unless otherwise stated in an individual contract between Provider and Customer.
 - (i) Except as provided in (iii) below, Provider’s Transit Traffic Service is provided to telecommunications customers for 251(b)(5) traffic, and is traffic that does not originate with, or terminate to, Provider’s network.
 - (ii) Transit Traffic Service allows the Customer to route 251(b)(5) traffic, including Customer-originated 251(b)(5) traffic, through Provider’s network that is destined either for termination at a Third Party network, or Customer’s network, and also allows the Customer to receive Third Party-originated traffic that is routed through Provider’s network to Customer.
- (B) The provision of such service by the Provider as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

TRANSIT TRAFFIC SERVICE

2. General Regulations

2.1 Undertaking of the Provider

2.1.1 Scope

- (A) The Provider does not undertake to transmit messages under this Tariff;
- (B) The Provider will be responsible only for the installation, operation and maintenance of the services it provides;
- (C) The Provider will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles;
- (D) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this Tariff;
- (E) The Provider does not warrant that its facilities and services meet standards other than those set forth in this Tariff;

2.1.2 Responsibilities of the Provider

- (A) Provider will provide Customer with Provider’s Transit Traffic Service to Customers with whom Provider is interfaced, pertaining only to the provision of 251(b)(5) traffic.

2.1.3 Limitations

(A) Use and Restoration of Services

The use and restoration of services will be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, 47 C.F.R. 64, § 64.401, governing the policies and procedures for provisioning and restoring certain telecommunications services in emergencies.

TRANSIT TRAFFIC SERVICE2. General Regulations (Cont'd)2.1 Undertaking of the Provider (Cont'd)2.1.3 Limitations (Cont'd)(B) Sequence of Provisioning

Subject to compliance with the rules mentioned in (A) preceding, the services offered herein will be provided to Customers on a first-come, first-served basis.

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

2.1.4 Liability(A) Limits of Liability

The Provider's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (F) following, the Provider's liability if any, will not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages will be in addition to any amounts that may otherwise be due the Customer under this Tariff as a Credit Allowance for a Service Interruption.

TRANSIT TRAFFIC SERVICE2. General Regulations (Cont'd)2.1 Undertaking of the Provider (Cont'd)2.1.4 Liability (Cont'd)(B) Acts or Omissions.

The Provider will not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor will the Provider for its own act or omission hold liable any other carrier or customer providing a portion of a service.

(C) Damages to Customer Premises.

The Provider is not liable for damages to the Customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Provider's negligence.

(D) Indemnification(1) By the End User

The Provider shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this Tariff, involving:

- (i) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
- (ii) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Provider in connection with facilities or equipment furnished by the end users or customer or;
- (iii) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this Tariff.

(2) By the Customer

The Provider shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of services offered under this Tariff involving;

- (i) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications;

TRANSIT TRAFFIC SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Provider (Cont'd)

2.1.4 Liability (Cont'd)

(D) Indemnification (Cont'd)

(2) By the Customer (Cont'd)

- (ii) Claims for patent infringement arising from the Customer's acts combining or using the service furnished by the Provider in connection with facilities or equipment furnished by the end user or Customer;
- (iii) Claims of an end user against Customer in relation to the provision of transit traffic service;
- (iv) All other claims arising out of any act or omission of the Customer in the course of using services provided pursuant to this Tariff.

TRANSIT TRAFFIC SERVICE2. General Regulations (Cont'd)2.1 Undertaking of the Provider (Cont'd)2.1.4 Liability (Cont'd)(E) No License Granted

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

(F) Circumstances Beyond the Provider's Control

The Provider's failure to provide or maintain services under this Tariff will be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Provider, acts of God and other circumstances beyond the Provider's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.4 following.

(G) Disclaimer of Representations and Warranties

Except as specifically provided to the contrary in this Tariff, Provider makes no representation or warranties to the Customer concerning the specific quality of any services or facilities provided under this Tariff. The Provider disclaims, without limitation, any guarantee arising from the provision of services under this Tariff, and includes any provision of services in relation to a Third Party.

TRANSIT TRAFFIC SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Provider (Cont'd)

2.1.5 Provision of Services

The Provider will provide to the Customer, upon reasonable notice, services offered in applicable sections of this Tariff at rates and charges specified therein. Services will be made available to the extent that such services are, or can be, made available with reasonable effort, and after provision has been made for Provider's telephone exchange services.

2.1.6 Service Maintenance

The facilities used to provide service and the provision of services under this Tariff will be maintained by the Provider. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Provider, other than by connection or disconnection to any interface means used, except with the written consent of the Provider.

TRANSIT TRAFFIC SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Provider (Cont'd)

2.1.7 Change and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(8), the Provider may, where such action is reasonably required in the operation of its business, substitute, change, or rearrange any facilities used in providing service under this Tariff. Such actions may include, without limitation:

- (i) Substitution of different metallic facilities;
- (ii) Substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities;
- (iii) Substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities;
- (iv) Substitution of fiber or optical facilities;
- (v) Change of minimum protection criteria;
- (vi) Change of operating or maintenance characteristics of facilities; or
- (vii) Change of operations or procedures of the Provider.

The Provider will not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Provider will provide reasonable notification to the Customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Provider will work cooperatively with the Customer to determine reasonable notification procedures.

TRANSIT TRAFFIC SERVICE2. General Regulations (Cont'd)2.1 Undertaking of the Provider (Cont'd)2.1.8 Refusal and Discontinuance of Service

- (A) If Customer fails to comply with 2.1.7 preceding (Service Maintenance) or 2.3.1, 2.3.4, 2.3.6, 2.3.12, or 2.4.1 following (respectively, Damages, Availability for Testing, Balance, Payment Arrangements) including any Customers' failure to make payments on the date and times therein specified, or the failure to make payments of any undisputed charges, the Provider may, on thirty (30) days written notice to the Customer by Certified U.S. Mail, take the following actions:
- (i) Refuse additional applications for service and/or refuse to complete any pending orders for service, and/or;
 - (ii) Regardless of whether the traffic is Customer originated/terminated, or Third Party originated/terminated, the failure to identify traffic or the misidentification of traffic as set forth in 2.3.12, following, the Provider has the right to impose a fee as provided for in Section 3.5, following.
 - (iii) Discontinue the provision of service to the Customer.
 - (iv) In the case of discontinuance, all applicable charges, including termination charges, will become due.
- (B) If a Customer fails to comply with 2.2.2 following (Unlawful and Abusive Use and Fraud), the Provider may request the Customer to terminate service to any subscriber or customer identified as having utilized service provided under this Tariff in the completion of abusive or unlawful telephone calls. Service will be terminated by the Provider as provided for in its general and/or local exchange service tariffs. In such instances when termination occurs, the Provider will be indemnified, defended and held harmless by any customer or Exchange Carrier requesting termination of service against any claim, loss or damage arising from the Provider's actions in terminating such service, unless caused by the Provider's negligence.
- (C) If the traffic fails to comply with 2.3.12, Trunk Selection, following, the Provider is entitled to charge the Customer an Access Bypass fee as set forth in Section 3.5, following.

TRANSIT TRAFFIC SERVICE2. General Regulations (Cont'd)2.1 Undertaking of the Provider (Cont'd)2.1.8 Refusal and Discontinuance of Service (Cont'd)

- (D) Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C. F. R. Section 68.108, if the Customer fails to comply with 2.2.1 following (Interference or Impairment), the Provider will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, Provider may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the Customer will be notified promptly and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.4.4 following is not applicable.
- (E) When transit service is provided by more than one Provider, the Companies involved in providing the joint service may individually or collectively deny service to Customer for nonpayment unless a separate agreement between Providers exist which provides otherwise, where the Provider(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Transit Service, such other Provider(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the facilities of the Provider initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the end office Provider will apply for joint service discontinuance.
- (F) If the Provider does not refuse additional applications for service and/or does not discontinue the provision of the services as specified for herein, and the Customer's noncompliance continues, nothing contained herein will preclude the Provider's right to refuse additional applications for service and/or to discontinue the provision of the services to the non complying Customer without further notice.

TRANSIT TRAFFIC SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Provider (Cont'd)

2.1.9 Notification of Service-Affecting Activities

(A) The Provider will give the Customer reasonable notification of service affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to the following:

- (i) Equipment or facilities additions,
- (ii) Removals or rearrangements,
- (iii) Routine preventative maintenance, and
- (iv) Major switching machine change-out.

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

2.1.10 Coordination with Respect to Network Contingencies

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

TRANSIT TRAFFIC SERVICE2. General Regulations (Cont'd)2.2 Use2.2.1 Interference or Impairment

- (A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Provider and associated with the facilities utilized to provide services under this Tariff will not:
- (i) Interfere with or impair service over any facilities of the Provider, its affiliated companies, or its connecting and concurring carriers involved in its services;
 - (ii) Cause damage to their plant;
 - (iii) Impair the privacy of any communications carried over their facilities, or;
 - (iv) Create hazards to the employees of any of them or the public.

2.2.2 Unlawful and Abusive Use and Fraud(A) Unlawful and Abusive Use

The service provided under this Tariff will not be used for an unlawful purpose or used in an abusive manner. The Customer, and not the Provider, shall be responsible to ensure that Customer and its end users of the service(s) provided hereunder complies at all times with all applicable laws. Customer has the obligation to take reasonable steps to prevent service provided under this Tariff from being used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

- (i) The use of the service of the Provider for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
- (ii) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

(B) Fraud, Including End User or Other Third Party Fraud

- (i) Provider shall not be liable to Customer for any fraud, including fraud associated with Customer's End User account, whether regarding 1+ toll, ported numbers, ABT or any other kinds of traffic, whatever the nature of said traffic.

TRANSIT TRAFFIC SERVICE

2. General Regulations (Cont'd)

2.2 Use (Cont'd)

2.2.2 Unlawful and Abusive Use and Fraud (Cont'd)

- (ii) Provider and Customer agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud or suspected fraud of any nature, including but not limited to fraud or suspected fraud involving 1+ toll calls, ABT-ported numbers or any other kinds of traffic, whatever the nature of said traffic. The fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm either the Provider or the Customer as compared to the other.
- (iii) Fraud also includes the intentional violation of the provisions in Section 2.3.12, following, relating to trunk selection.
- (iv) In cases of suspected fraudulent activity, at a minimum, the cooperation referenced in (B)(2) above will include providing to the Requesting entity information concerning End Users or Other Third Parties who originate, terminate or route traffic to or through the Non-Requesting entity when it is suspected that the Requesting entity has been impaired from appropriately and timely billing all relevant charges. The Non-Requesting entity, as the entity obligated to provide such information, is responsible for securing the End User's or Other Third Party's permission to provide such information to the Requesting entity, to the extent such permission is legally required.

TRANSIT TRAFFIC SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 Damages

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

2.3.2 Ownership of Facilities

Facilities utilized by the Provider to provide service under the provisions of this Tariff will remain the property of the Provider.

TRANSIT TRAFFIC SERVICE2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.3 Availability for Testing

Access to Customer facilities, if any, used to provide services under this Tariff will be available to the Provider at times mutually agreed upon in order to permit the Provider to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments will be completed within a reasonable time. As set forth in 2.4.4(C)(4) following, no credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.4 Limitation of Use of Metallic Facilities

Signals applied to a metallic facility will conform to the limitations set forth in Technical Reference PUB AS No. I.

2.3.5 Balance

All signals for transmission over the facilities used to provide services under this Tariff will be delivered by the Customer balanced to ground.

2.3.6 Design of Customer Services

Subject to the provisions of 2.1.8 preceding (Changes and Substitutions), the Customer will be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Provider, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.7 References to the Provider

The Customer may advise end users that certain services are provided by the Provider in connection with the service the Customer furnishes to end users; however, the Customer will not represent that the Provider jointly participates in the Customer's services.

TRANSIT TRAFFIC SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.8 Claims and Demands for Damages

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

TRANSIT TRAFFIC SERVICE2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.9 Coordination with Respect to Network Contingencies

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

2.3.10 Assignment or Transfer of Services

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

- (A) another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
- (B) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.
- (C) In all cases of assignment or transfer, the written acknowledgment of the Provider is required prior to such assignment or transfer. This acknowledgment will be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff will apply to such assignee or transferee. The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

TRANSIT TRAFFIC SERVICE2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Provision of Services for 251(b)(5) Traffic

- (A) By submitting for services pursuant to this Tariff, Customer agrees and represents that all traffic sent to Provider's tandem is 251(b)(5) local traffic as defined in this Tariff.
- (B) If the Customer fails to place the proper traffic on the selected trunk by sending access traffic down a local trunk, the Customer will be subject to an Access Bypass fee as set forth in Section 3.5 following.

2.3.12 Trunk Selection

- (A) The Parties shall establish direct interconnection facilities for the tandem transit service by physically connecting their networks with appropriate facilities at a POI(s).
- (B) It is the obligation of the Customer to order a trunk or trunk group which is dedicated to handling 251(b)(5) traffic for which transit traffic service is requested.
- (C) On the basis of the information provided, Provider may invoke network management controls, (e.g., code blocking) to reduce the probability of excessive network congestion. Provider will work cooperatively with the Customer to determine the appropriate level of such control.
- (D) In the event the Customer does not comply with (A) and (B) above, Provider will impose an insufficient capacity charge as set forth in Section 3.5, following.
- (E) SS7 Out of Band Signaling (CCS/SS7) shall be the signaling of choice for direct interconnection trunks. Such connections shall meet generally accepted industry technical standards. Each Party shall be responsible for its own SS7 signaling, and therefore neither Party shall bill the other Party for SS7 signaling charges, unless otherwise agreed to by the Parties.

TRANSIT TRAFFIC SERVICE2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.13 Identification of Traffic

- (A) It is the obligation of Customer, whether the traffic is Customer-originated or otherwise, to send CPN and other appropriate information, as applicable, for calls delivered to Provider's network. Customer shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If Provider identifies improper, incorrect, or fraudulent use of local exchange services, or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then Customer will be charged a fee as provided for in Section 3.5, following.
- (B) If Customer is sending CPN to Provider, but Provider is not receiving proper CPN information, then Customer will work cooperatively with Provider to correct the problem. If Provider does not receive CPN from Customer, then Provider cannot forward any CPN to the third party terminating carrier, and Customer will indemnify, defend, and hold harmless Provider from any and all losses arising from Customer's failure to include CPN with transit traffic that Provider delivers to a third party terminating carrier on behalf of Customer.
- (C) Customer agrees to seek terminating compensation for transit traffic as specified in Section 3.1.2, following.

TRANSIT TRAFFIC SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances2.4.1 Payment of Rates, Charges and Deposits(A) Bill Dates-General

The Provider will bill on a current basis all charges incurred by and credits due to the customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Provider will bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e. the billing date of a bill for a customer for Transit Service under this Tariff), the period of service each bill covers and the payment date will be as follows:

- (1) Provider will establish a bill day each month for each Customer account or advise the Customer in writing of an alternate billing schedule. Alternative billing schedules will not be established on less than 60 days' notice or initiated by the Provider more than four times in any consecutive 12 month period.
- (2) The bill will cover non usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non usage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due in immediately available funds by the payment date, as set forth in following. If payment is not received by the payment date, a late payment penalty will apply as set forth in (B) following.

TRANSIT TRAFFIC SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

(B) Payment Dates and Late Payment Penalties

- (1) All bills dated as set forth in (A)(1) preceding for Transit Service provided to the Customer by the Provider are due 31 days (payment date) after the bill day or by the next bill date (i.e. same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If the Customer does not receive a bill at least 20 days prior to the 31 day payment due date, then the bill will be considered delayed. When the bill has been delayed and upon written request of the Customer the due date will be extended by the number of days the bill was delayed. Such request of the Customer must be accompanied with proof of late bill receipt.
- (2) If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from Customer as follows:
 - (i) If the payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date will be the first non-Holiday day following such Sunday or Legal Holiday.
 - (ii) If the payment date falls on a Saturday or on a Legal Holiday which is observed on a Tuesday, Wednesday, Thursday or Friday, the payment date will be the last non-Holiday day preceding such Saturday or Legal Holiday.

TRANSIT TRAFFIC SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)(B) Payment Dates and Late Payment Penalties (Cont'd)

- (3) Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Provider after the payment date as set forth in (1) preceding, or if a payment or any portion of a payment is received by the Provider in funds which are not immediately available to the Provider (non sufficient funds, "NSF"), then a penalty will be due to the Provider.

The late payment penalty will be the payment or the portion of the payment not received by the payment date times a late factor. The late factor will be the lesser of:

- (i) The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Provider, or
- (ii) 0.000292 per day, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Provider.

In the event that payment or any portion of payment is received by Provider in funds which are not immediately available to the Provider, a penalty of \$45.00 will be imposed on Customer.

(C) Method of Payment

All payments made by Customer shall be made in immediately available U.S. funds, as defined herein, and can be made by personal or business check, electronic funds transfer (EFT), and wire transfer, based on applicable banking industry standard customary method.

(D) Billing Disputes

If Unpaid Charges are subject to a billing dispute between the Provider and Customer, the Customer must, prior to the Bill Due Date, give written notice to the Provider of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item. The Customer should utilize the preferred form or method provided by the Provider to communicate disputes to the Provider. On or before the Bill Due Date, the Customer must pay: (i) all undisputed amounts to the Provider and (ii) all Disputed Amounts into an interest bearing escrow account with a Third Party escrow agent that is mutually agreed upon by the Provider and Customer.

TRANSIT TRAFFIC SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)(D) Billing Disputes (Cont'd)

Upon written request by Customer, Provider shall supply meet-point billing records in EMI Category 11 format according to ordering and billing forum ("OBF") standards of the Alliance for Telecommunications Industry Solution ("ATIS"). These records shall be made available on a file-transfer protocol ("FTP") site and made available upon an interval basis. Customer agrees to pay Provider \$50.00 for each report of records it makes available to Customer. Further, Provider may provide, upon Customer's request, ad hoc reports of various types for Customer. Provider shall charge Customer for such reports in an amount to be determined on an individual case basis by Provider.

(1) Billing Disputes Resolved in Favor of the Provider.

Late payment charges will apply to amounts withheld pending settlement of the dispute. Late payment charges are calculated as set forth in (B)(2) preceding except that when the Customer disputes the bill on or before the payment date and pays the undisputed amount on or before the payment date, the penalty interest period will not begin until 10 days following the payment date.

(2) Billing Disputes Resolved in Favor of the Customer.

If the Customer pays the total billed amount and disputes all or part of the amount, the Provider will refund any overpayment. In addition, the Provider will pay to the Customer penalty interest on the overpayment. When a claim is filed within 90 days of the due date, the penalty interest period will begin on the payment date. When a claim is filed more than 90 days after the due date, the penalty interest period will begin from the date of the claim or the date of overpayment, whichever is later.

The penalty interest period will end on the date that the Provider actually refunds the overpayment to the Customer. The penalty interest rate will be the lesser of:

- (i) The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the first date to and including the last date of the period involved or;
- (ii) \$0.000292 per day, compounded daily for the number of days from the first date to and including the last date of the period involved.

TRANSIT TRAFFIC SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

(D) Billing Disputes (Cont'd)

(3) Requirements to Establish Escrow Accounts

To be acceptable, the Third Party escrow agent must meet all of the following criteria:

- (i) The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
- (ii) The financial institution proposed as the Third Party escrow agent must not be an affiliate of either the Provider or Customer, and;
- (iii) The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers.

In addition to the foregoing, disputed amounts in escrow will be subject to late payment charges, to be calculated by Provider. Customer shall be responsible for monitoring, maintaining, and reporting the amounts in escrow. Issues related to disputed amounts shall be resolved in accordance with the procedures identified in the dispute resolution provision set forth in Section 2.5 of this Tariff.

(4) Provider Contact for Billing Disputes

In the event of a billing dispute, Customer shall contact the following:

Everstream GLC Holding Company, LLC
1515 Turf Lane, Suite 100
East Lansing, MI 48823
(517) 664-1600 (Voice)
billinginquiry@everstream.net

TRANSIT TRAFFIC SERVICE2. General Regulations2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)(E) Proration of Charges (Cont'd)

Except as otherwise expressly provided in a written contract between a Customer and the Provider, all requests for refunds or adjustments must be made in writing to the Provider within two (2) years after the date when the bill was rendered that the Customer seeks to dispute. No refunds or adjustments will be made for billing disputes that occurred more than two (2) years before the date a customer makes a written request to the Provider for adjustment. If the request for a refund or adjustment is made by a current customer of the Provider, the Provider reserves the right to provide any adjustment due the Customer as set forth in this section in whole or in part by a bill credit against charges for current or future services.

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this Tariff will be prorated to the number of days based on a 30-day month. The Provider will, upon request, furnish within 30 days of a request and at no charge to the Customer such detailed information as may reasonably be required for verification of any bill, limited to a period back of not more than one (1) year in time from the date the bill was rendered.

(F) Rounding of Charges

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

(G) Assurance of Payment

- (1) In order to safeguard its interests, Provider reserves the right to require the Customer to secure its account prior to the establishment of service and/or at any time after the provision of service in the form of a cash deposit as described below.
- (2) A security deposit may be required prior to the installation of new service or the transfer of existing service, when the Customer has a proven history of late payments to Provider or does not have established credit. Such security deposit will not exceed an amount equal to the estimated total for current rates and charges times the average of at least two previous months usage but not more than six months of usage.
- (3) A security deposit or an additional security deposit may be required from an existing Customer at any time following installation of service when:

TRANSIT TRAFFIC SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

(G) Assurance of Payment (Cont'd)

- (i) the Customer has established a history of late payments to Provider;
 - (ii) the Customer's gross monthly billing has increased beyond the amount initially used to estimate a security deposit, if applicable and/or;
 - (iii) Provider becomes aware that the Customer's credit worthiness has fallen below commercially acceptable levels as determined by an independent credit rating or reporting service. Such security deposit will not exceed an amount equal to the total rates and charges for two months of the Customer's actual billing for the service(s) to that Customer may be discontinued in accordance with the terms specified in Section 2.1.9, preceding.
- (4) The fact that a deposit has been made in no way relieves the Customer from complying with Provider's regulations as to the prompt payment of bills. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded.
- (5) Such a deposit will be refunded or credited to the account when the Customer has established commercially acceptable credit, as defined above, and has established a one-year prompt payment record. For the period the security deposit is held by Provider, the Customer will receive interest at the same percentage rate as that set forth in (D)(2)(a) or in (D)(2)(b) preceding, whichever is lower.
- (6) The rate will be compounded daily for the number of days from the date the Customer deposit is received by Provider to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by Provider. Should a deposit be credited to the Customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the Customer's account.

2.4.2 Minimum Periods

- (A) The minimum period for which services are provided and for which rates and charges are applicable is one month.

TRANSIT TRAFFIC SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.2 Minimum Periods (Cont'd)

- (B) When service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.

2.4.3 Credit Allowance for Service Interruption(A) General

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish service under this Tariff or in the event that the protective controls applied by Provider result in the complete loss of service by the Customer. An interruption period starts when an inoperative service is reported to the Provider and ends when the service is operative.

(B) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the acts or conduct of the Customer, will be provided and computed as follows:

- (1) No credit shall be allowed for an interruption of less than 24 hours. The Customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of any applicable monthly rate or assumed minutes of use charge for each period of 24 hours or major fraction thereof that the interruption continues.
- (2) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any one monthly billing period.

(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the Customer;
- (2) Interruptions of a service due to the failure of equipment or systems provided by the Customer or others;
- (3) Interruptions of a service during any period in which Provider is not afforded access to the premises where the service is terminated;

TRANSIT TRAFFIC SERVICE2.1 General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.3 Credit Allowance for Service Interruption (Cont'd)(C) When a Credit Allowance Does Not Apply (Cont'd)

- (4) Interruptions of a service when the Customer has released that service to Provider for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service. Thereafter, a credit allowance as set forth in (B) preceding applies.

2.4.4 Title or Ownership Rights

The payment of rates and charges by Customer for the services offered under the provisions of this Tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Provider in the provision of such services.

2.5 Dispute Resolution2.5.1 Finality of Disputes

- (A) Except as otherwise specifically provided for in this Tariff, no claim may be brought for any dispute arising from this Tariff more than twelve (12) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.
- (B) Notwithstanding anything contained in this Tariff to the contrary, Customer shall be entitled to dispute only those charges which appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Provider received notice of such Disputed Amounts.

2.5.2 Alternative to Litigation

Provider and Customer desire to resolve disputes arising out of this Tariff without litigation. Accordingly, the Provider and Customer agree to use the following Dispute Resolution procedures with respect to any controversy or claim arising out of or relating to this Tariff or its breach.

2.5.3 Commencing Dispute Resolution

Dispute Resolution shall commence upon one entity's receipt of written Notice of a controversy or claim arising out of or relating to this Tariff or its breach. No entity may pursue any claim unless such written Notice has first been given to the other entity.

TRANSIT TRAFFIC SERVICE2. General Regulations (Cont'd)2.5 Dispute Resolution (Cont'd)2.5.3 Commencing Dispute Resolution (Cont'd)(A) Informal Dispute Resolution

Upon receipt by one entity of Notice of a dispute by the other entity, both the Provider and Customer will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Tariff. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in any lawsuit without the concurrence of both Provider and Customer.

Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

(B) Formal Dispute Resolution

If the Provider and Customer are unable to resolve the dispute through the informal procedure described above, then either entity may invoke the dispute resolution procedures under Section 203a of the Michigan Telecommunications Act, MCL 484.2101, et seq., as amended ("MTA"). Unless agreed upon between the Provider and Customer, formal dispute resolution procedures before the Commission may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating dispute resolution under this Section.

2.6 Notices

(A) Notices given by Customer under this Tariff shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Tariff to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

- (i) Delivered to Provider personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
- (ii) Delivered by facsimile provided Provider has provided such information in Section (C) below.

TRANSIT TRAFFIC SERVICE2. General Regulations (Cont'd)2.6 Notices (Cont'd)

- (B) Notices will be deemed given as of the earliest of:
- (i) the date of actual receipt;
 - (ii) the Business Day for which the entity sending notice contracted delivery to be made;
 - (iii) five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
 - (iv) on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- (C) Notices from Customer will be addressed as specified below:

Provider:

Everstream GLC Holding Company, LLC
ATTN: Industry Relations
1515 Turf Lane, Suite 100
East Lansing, MI 48823
664-1600 (Voice)
324-8900 (Facsimile)

2.7 Confidentiality

- (A) Provider and Customer agree to treat Proprietary Information received from the other in accordance with the provisions of Section 222 of the Act, and pursuant to the FCC rules promulgated thereunder.
- (B) Each anticipates and recognizes that it will come into possession of technical or business information or data about the other and/or its customers (including without limitation its end user customers) as a result of this Tariff which will be considered confidential. It is agreed (1) to treat all such information and data as strictly confidential; and (2) to use such information only for the purposes of performance under this Tariff. Each agrees not to disclose confidential information and/or data of or pertaining to the other or its customers (including without limitation its end user customers) to any Third Party without first securing the written consent. The foregoing shall not apply to information which is in the public domain. Nothing in this Tariff prevents either Provider or Customer from disclosing operations results or other data that might reflect the results of this Tariff as a part of that entity's aggregate operation data as long as the disclosed data is at a level of aggregation sufficient to avoid disclosing with specificity information obtained in the operation of this Tariff.

Issued: July 29, 2016

Effective: August 1, 2016

Issued Under the Authority of Section 202(b) of the
Michigan Telecommunications Act, as amended, MCL 484.2101, et seq.

Brett Lindsey – President and Chief Operating Officer
Everstream GLC Holding Company, LLC
1228 Euclid Avenue, Suite 250
Cleveland, Ohio 44115

TRANSIT TRAFFIC SERVICE2. General Regulations (Cont'd)2.7 Confidentiality (Cont'd)

- (C) If a court or governmental agency orders or a Third Party requests Provider or Customer to disclose or to provide any data or information covered by this Section, that entity will immediately inform the other, both by telephone and certified mail, of the order or request before such data or information is provided. Notification and consent requirements described above are not applicable in cases where a court order requires the production of billing and/or usage records of, or pertaining to, an individual customer (including without limitation an end user customer).
- (D) Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such Proprietary Information that:
 - (i) Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing entity with respect to such information; provided that such Receiving entity has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or
 - (ii) Is independently developed by an agent, employee representative or Affiliate of the Receiving entity and such individual is not involved in any manner with the provision of services pursuant to this Tariff and does not have any direct or indirect access to the Proprietary Information; or
 - (iii) Is disclosed to a Third Party by the Disclosing entity without similar restrictions on such Third Party's rights; or
 - (iv) Is approved for release by written authorization of the Disclosing entity, but only to the extent of the authorization granted; or
 - (v) Is required to be made public or disclosed by the Receiving entity pursuant to Applicable Law or regulation or court order or lawful process.

2.8 Changes in End User Local Exchange Service Provider Selection

- (A) Each entity will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170), and any applicable state regulation. Each entity shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such entity as its LEC, which documentation shall be available for inspection by the other entity at its request during normal business hours and at no charge.

TRANSIT TRAFFIC SERVICE2. General Regulations (Cont'd)2.8 Changes in End User Local Exchange Service Provider Selection (Cont'd)

- (B) Only an End User can initiate a challenge to a change in its LEC. If an End User notifies one entity that the End User requests local Exchange Service, and the other entity is such End User's LEC, then the entity receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of Attachment OSS restricting access to CPNI in order to immediately provide service to such End User.
- (C) When an End User changes or withdraws authorization from its LEC, each entity shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), Provider is free to reclaim the facilities for use by another End User and is free to issue service orders required to reclaim such facilities.
- (D) When an End User of Customer elects to discontinue service and to transfer service to another Local Exchange Carrier, including Provider, Provider shall have the right to reuse the facilities provided to Customer, and regardless of whether the End User served with such facilities has paid all charges to Customer or has been denied service for nonpayment or otherwise. Provider will notify Customer that such a request has been processed after the disconnect order has been completed.
- (E) Neither entity shall be obligated by this Tariff to investigate any allegations of unauthorized changes in local Exchange Service (slamming) at the request of the other entity; provided, however, that each entity shall cooperate with any investigation of a complaint alleging an unauthorized change in local Exchange Service at the request of the FCC or the applicable state Commission.

2.9 Law Enforcement

Provider and Customer shall reasonably cooperate in handling law enforcement requests as follows:

- (A) Intercept Devices:
 - (i) Local and federal law enforcement agencies periodically request information or assistance ("Requesting Authority") from a Telecommunications Carrier. When either entity receives a request ("Receiving entity") associated with an End User of the other entity and the Receiving entity does not provide the network end-office/loop switching functionality to such End User, the Receiving entity will promptly notify the Requesting Authority so that the Requesting Authority may redirect its request to the appropriate entity that provides such functionality.
 - (ii) Notwithstanding the foregoing, a Receiving entity shall comply with any valid request of a Requesting Authority to attach a pen register, trap-and-trace or form of intercept on the Receiving entity's facilities.

TRANSIT TRAFFIC SERVICE2. General Regulations (Cont'd)2.9 Law Enforcement (Cont'd)(B) Subpoenas:

- (i) If a Receiving entity receives a subpoena (or equivalent legal demand regardless of nomenclature, e.g., warrant) for information concerning an End User the Receiving entity knows to be an End User of the other entity and for whom the Receiving entity has no responsive information, the Receiving entity shall promptly notify the person or entity that caused issuance of such subpoena so that it may redirect its subpoena to the other entity.

(C) Emergencies

- (i) If the Provider or Customer receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by the Receiving entity's switch regarding an End User of the other entity, the Receiving entity will comply with a valid emergency request. However, neither entity shall be held liable for any claims or Losses alleged by the other entity's End Users arising from compliance with such requests on behalf of the other entity's End User and the entity serving such End User agrees to indemnify and hold the other harmless against any and all such claims or Losses.
- (ii) The Provider and Customer agree to comply with the applicable state and federal law enforcement authorities, laws, and requirements, including but not limited to, the Communications Assistance for Law Enforcement Act (CALEA) and to report to applicable State and Federal law enforcement authorities as required by law.

2.10 Relationship of the Provider and Customer-Independent Contractors

- (A) Each entity is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Tariff and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each entity and each entity's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each entity has sole authority and responsibility to hire, fire and otherwise control its employees.

TRANSIT TRAFFIC SERVICE2. General Regulations (Cont'd)2.10 Relationship of the Provider and Customer-Independent Contractors (Cont'd)

- (B) Nothing contained herein shall constitute the Provider and Customer as joint venturers, partners, employees or agents of one another, and neither shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either responsible or liable for the obligations and undertakings of the other. Except for provisions herein expressly authorizing the Provider or Customer to act for the other, nothing in this Tariff shall constitute either as a legal representative or agent of the other, nor shall either have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other unless otherwise expressly permitted. Except as otherwise expressly provided in this Tariff, neither entity undertakes to perform any obligation of the other, whether regulatory or contractual, or to assume any responsibility for the management of the other's business.

2.11 Force Majeure

- (A) Neither entity shall be responsible for delays or failures in performance of any part of this Tariff (other than an obligation to make monetary payments) resulting from a "Force Majeure Event" or any Delaying Event caused by the other or any other circumstances beyond the entity's reasonable control.
- (B) A Force Majeure Event" is defined as acts or occurrences beyond the reasonable control, including without limitation acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, labor difficulties, including without limitation, strikes, slowdowns, picketing, boycotts or other work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers, individually and collectively a Force Majeure Event.
- (C) If a Force Majeure Event shall occur, the entity affected shall give notice to the other of such Force Majeure Event within a reasonable period of time following such an event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such entity is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other entity shall likewise be excused from performance of its obligations to the extent its obligations relate to the performance so interfered with). The affected entity shall use its reasonable efforts to avoid or remove the cause of nonperformance and shall give like Notice and proceed to perform with dispatch once the causes are removed or cease.

TRANSIT TRAFFIC SERVICE

2. General Regulations (Cont'd)

2.12 Authority

- (A) Provider represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan. Provider represents and warrants that it has full power and authority to act under this Tariff. Provider represents and warrants that it has full power and authority to perform its obligations hereunder.

- (B) Customer represents and warrants that it is a Corporation/Limited Liability Company duly incorporated/organized, validly existing and in good standing under the laws of the state of its incorporation, and is duly authorized to conduct business and provide telecommunications service in the State of Michigan, and has full power and authority to act under this Tariff and to perform its obligations hereunder. Customer represents and warrants that it has been or will be certified as a telecommunications provider by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

TRANSIT TRAFFIC SERVICE3. Transit Traffic Service3.1 General3.1.1 Customer Delivered Traffic

- (A) Customer acknowledges and agrees that it is solely responsible for compensating Third Party Terminating Carriers for Transit Traffic that Customer delivers. Provider will directly bill Customer the Provider's charges for Customer delivered Transit Traffic. Provider will not act as a billing intermediary, i.e., clearinghouse, between Customer and Third Party Terminating Carriers, nor will Provider pay any termination charges to the Third Party Terminating Carriers on behalf of Customer.
- (B) If Customer delivers Transit Traffic destined to a Third Party Terminating Carrier with whom Customer does not have a traffic compensation arrangement, then Customer will indemnify, defend and hold harmless Provider against any and all Losses, including, without limitation, charges levied by such Third Party Terminating Carrier against Provider for such Transit Traffic. Furthermore, if Customer delivers Transit Traffic destined for a Third Party Terminating Carrier with whom Customer does not have a traffic compensation arrangement, and a regulatory agency or court orders Provider to pay such Third Party Terminating Carrier for the Transit Traffic Provider has delivered to the Third Party Terminating Carrier, then Customer will indemnify Provider for any and all Losses related to such regulatory agency or court order, including, but not limited to, Transit Traffic termination charges, interest on such Transit Traffic Termination charges, and any billing and collection costs that Provider may incur to collect any of the foregoing charges, interest or costs from Customer.

3.1.2 Customer Terminated Traffic

- (A) Customer shall not charge Provider when Provider provides Transit Traffic Service as the Transit Traffic Provider for calls terminated to Customer.
- (B) Where Provider is providing Transit Traffic Service to Customer, Provider will pass the CPN received from the Third Party Carrier to Customer. If Provider does not receive CPN from the Third Party Carrier, then Provider cannot forward CPN to Customer; therefore, Customer will indemnify, defend and hold harmless Provider from any and all Losses arising from or related to the lack of CPN in this situation. If Provider or Customer identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Carrier, Customer agrees to cooperate with Provider and the Third Party Carrier to investigate and take corrective action. If the Third Party Carrier is sending CPN, but Provider or Customer is not properly receiving the information, then Customer will work cooperatively with Provider and the Third Party Carrier to correct the problem.

TRANSIT TRAFFIC SERVICE3. Transit Traffic Service (Cont'd)3.1 General (Cont'd)3.1.2 Customer Terminated Traffic (Cont'd)

Customer agrees to seek terminating compensation for Transit Traffic directly from the Third Party Carrier. Provider, as the Transit Service Provider, is not obligated to pay Customer for such Transit Traffic, and Provider is not to be deemed as the default originator of such Transit Traffic or be considered as the default originator.

3.2 Undertaking of the Provider

In addition to the obligations of the Provider set forth in Section 2.1, preceding, the Provider has certain other obligations concerning only the provision of transit traffic service. These obligations are as follows:

3.2.1 Network Management

The Provider will administer its network to insure the provision of acceptable service levels to the Customer. Generally, service levels are considered acceptable only when both end users and Customer are able to establish connections with little or no delay encountered within the Provider's network. The Provider maintains the right to apply protective controls, i.e., those actions over any traffic carried over its network, including that associated with a Customer's transit traffic service. Generally, such protective measure would only be taken as a result of occurrences such as failure or overload of Provider or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Provider result in the complete loss of service by the Customer, the Customer will be granted a Credit Allowance for service interruption as set forth in 2.4.4 preceding.

TRANSIT TRAFFIC SERVICE

3. Transit Service (Cont'd)

3.3 Wireless Traffic

Traffic between Customer and Wireless Type 1 Third Parties or Wireless Type 2A Third Parties that do not engage in Meet Point Billing with Provider shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

3.4 Design and Traffic Routing

The Parties shall establish direct interconnection facilities for the Tandem Transit Service by physically connecting their networks with appropriate facilities at a POI(s). Customer shall be responsible for ordering and installing the direct interconnection facilities between it and Provider. The Parties shall work cooperatively and on an on-going basis to estimate and determine the number of trunks needed to provide the Tandem Transit Service.

3.5 Transit Rates

In addition to the transit traffic rates in (A), following, if Provider imposes a charge pursuant to (B) and/or (C) following, Customer must pay the transit traffic rate and the charge imposed.

(A) Transit RatesTransit Traffic Service:

- (1) Traffic originated in an exchange where AT&T is the ILEC, regardless of the AT&T zone:

\$0.000395 per minute of use

- (2) Traffic originated in an exchange where Frontier Telephone Company is the ILEC, or originated in the exchange of any other ILEC:

\$0.000695 per minute of use

- (3) Wireless traffic originated in any MTA:

\$0.000395 per minute of use

- (4) All other transit traffic rates are on an individual case basis

(B) Access Bypass Rate pursuant to Section 2.3.11:

\$0.08 per minute of use

(C) Misidentified, Unidentified, or Over-Capacity Traffic Rate pursuant to Sections 2.3.12 and 2.3.13:

\$0.08 per minute of use

TRANSIT TRAFFIC SERVICE

3. Transit Service (Cont'd)

3.5 Transit Rates (Cont'd)

(D) Transit Service Ordering pursuant to Section 4.3, following:

\$136.00 per order

Issued: July 29, 2016

Effective: August 1, 2016

Issued Under the Authority of Section 202(b) of the
Michigan Telecommunications Act, as amended, MCL 484.2101, et seq.

Brett Lindsey – President and Chief Operating Officer
Everstream GLC Holding Company, LLC
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TRANSIT TRAFFIC SERVICE4. Transit Service Ordering4.1 General

Transit Service Ordering is an order by Customer for the provision of transit traffic service by Provider. Customer shall provide to the Provider the order information required in 4.2 following and, in addition, the Customer must also provide:

- (A) Customer name and premises address(es).
- (B) Billing name and address (when different from customer name and address).
- (C) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

4.1.1 Service Installation

- (A) The Provider will provide the Transit Service in accordance with the Customer's requested service date, subject to the constraints established by the Provider's schedule of applicable service dates.
- (B) The Provider shall make available to Customer, upon request, a schedule of applicable service intervals for Transit Services. The schedule shall specify the applicable service interval for services and the quantities of services that can be provided by a requested service date. Any associated material will be provided upon request and within a reasonable period of time.

The Provider will not accept orders for service dates which exceed the applicable service date by more than six months. Transit Services will be installed during Provider business days. If Customer requests that installation be done outside of schedule work hours, and the Provider agrees to this request, the Customer will be subject to applicable Additional Labor Charges as set forth in Everstream GLC Holding Company, LLC. Tariff M.P.S.C. No 25(R).

TRANSIT TRAFFIC SERVICE4. Transit Service Ordering (Cont'd)4.2 Ordering Requirements

In ordering and provisioning of services, Customer will utilize industry ASR guidelines, or other ordering method accepted by Provider.

4.3 Transit Service Order Charges4.3.1 General

Transit Service ordering charges apply to the provision of Transit Traffic Services, including charges for installation of service, installation of optional features and functions, and service rearrangements. Transit service ordering charges will be applied on a per order basis to each order received by Provider, and is in addition to other applicable charges as set forth in this and other sections of this Tariff.

(A) Installation of Service

Transit Service Order Charges apply to each service installed.

(B) Installation of Optional Features and Functions

When optional features and functions are installed coincident with the initial installation of service, no separate charge is applicable. When optional features and functions are installed or changed subsequent to the installation of service, a Transit Service Charge as specified in Section 4.2 following will apply per order.

(C) Service Rearrangements

Service rearrangements are changes to existing (installed) services which may be administrative only in nature, or that involve actual physical change to the service. Changes in the type of service which result in a change of the minimum period requirement will be treated as a discontinuance of the service and an installation of a new service. The following administrative changes will be made without charge(s) to the Customer:

- (i) Change of Customer name;
- (ii) Change of Customer address
- (iii) Change of billing data (name, address, or contact name or telephone number);
- (iv) Change of agency authorization;
- (v) Change of billing account number;
- (vi) Change of jurisdiction

(D) Miscellaneous Service Order Charges are applicable as set forth in Everstream GLC Holding Company, LLC Tariff M.P.S.C. No 25(R).