REGULATIONS, RATES AND CHARGES

Applying to the provision of Access Services provided within the State of Michigan for connection to intrastate communications facilities for intrastate access purchasers from Issuing Carriers listed on Title Sheet 2

Access Services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof.

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ISSUING CARRIERS

Alpha Connect, LLC Competitive Local Exchange Carrier OCN 760G

Alpha Connect LLC Competitive Access Provider OCN 900G

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ACCESS SERVICE CHECK SHEET

Sheet	Number of Revision Except as Indicated	Sheet	Number of Revision Except as Indicated
Preface Title 1 Title 2	Original Original	Part 8 1	Original
1 2	Original Original	Part 9 1	Original
3 4 5	Original Original Original	Part 10 1	Original
Part 1	Original	Part 11 1	Original
Part 2	-	Part 12 1	Original
1 2 3	Original Original Original	Part 13 1 2	Original Original
Part 3 1	Original	Part 14 1	Original
Part 4 1	Original	Part 15	Original
Part 5 1	Original	Part 16	Original
Part 6 1	Original	Part 17	Original
Part 7 1	Original	1	Original

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CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NO CONNECTING CARRIERS

OTHER PARTICIPATING CARRIERS

NO OTHER PARTICIPATING CARRIERS

REGISTERED SERVICE MARKS

REGISTERED TRADEMARKS

NONE

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EXPLANATION OF SYMBOLS

- (C) To signify changed regulation
- (D) To signify discontinued rate or regulation
- (I) To signify increase to a rate or charge
- (N) To signify new rate or regulation
- (R) To signify reduction to a rate or charge
- (T) To signify a change in text but no rate or regulation

EXPLANATION OF ABBREVIATIONS

EXCEPTIONS TO ALPHA CONNECT, LLC. TARIFF F.C.C. NO. $\mathbf{1}$ - SECTION $\mathbf{0}$ EXPLANATION OF ABBREVIATIONS

1. No Exceptions

REFERENCE TO OTHER TARIFFS

EXCEPTIONS TO ALPHA CONNECT, LLC. TARIFF F.C.C. NO. $1\,$ - SECTION $0\,$ REFERENCE TO OTHER TARIFFS

1. No Exceptions

REFERENCE TO TECHNICAL PUBLICATIONS

EXCEPTIONS TO ALPHA CONNECT, LLC. TARIFF F.C.C. NO. $1\,$ - SECTION $0\,$ REFERENCE TO TECHNICAL PUBLICATIONS

1. No Exceptions

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1. Application of Tariff

- 1.1 This tariff contains regulations, rates and charges applicable to the provision of Carrier Common Line, End User Access, Switched Access, Special Access and other miscellaneous services, hereinafter referred to collectively as service(s). These services are provided to customers by the Issuing Carriers of this tariff, hereinafter the Telephone Company. This tariff also contains Access Ordering regulations and charges that are applicable when these services are ordered or modified by the customer.
- 1.2 The provision of such services by the Telephone Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.
- 1.3 Unless there is a specific exception set forth in this tariff, the regulations, rates, terms, conditions and charges for the services described in 1.1 preceding are those set forth in Alpha Connect, LLC Tariff F.C.C. No. 1 as it now exist, and, as they may be revised, added to or supplemented.

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EXCEPTIONS TO ALPHA CONNECT, LLC. TARIFF F.C.C. NO. 1 - SECTION 2

- 1. Where plain English reading of the material makes sense, the word "interstate" should be replaced with the word "intrastate".
- 2. The first paragraph in Section 2.3.11(A) should be changed to read:

When the customer orders special Access Service, Digital subscriber Line Access Service* or Public Packet Data Network service and the customer certifies to the Telephone Company in writing that not more than ten percent of the traffic is interstate, the service is considered to be intrastate and is provided under this Tariff.

3. The following sentences should be added to the end of the last paragraph of Section 2.3.11(C)(2)(h):

If no order for service has been received for originating and/or terminating usage, the Telephone Company shall set jurisdictional percentages according to section 2.3.11(C)(1). In the instance the customer has failed to update the percentages after 12 months, the Telephone Company may assign a 50% intrastate usage percentage.

4. The following paragraphs should be added to 2.3.11(C)(4)(a):

If the Telephone Company finds that the data submitted by the customer does not adequately support the reported percentages, the Telephone Company may assign percentages based on the methodology specified in Section 2.3.11(C)(1). Upon assigning an intrastate percentage of use, the Telephone Company will notify the customer of the change and that it will go into effect on the next billing cycle. The Telephone Company's designated percentage will remain in effect for twelve (12) months unless the customer contests the percentage as described in Section 2.3.11(C)(4)(a)(2).

- (1) If the Telephone Company determines that the reported intrastate percentage of use varies more than plus or minus three (3) basis points from the weighted average of all other customers and that the supporting data is not sufficient to substantiate the reported percentages, the Telephone Company may either develop percentages for originating and terminating usage based on actual originating usage or based on a weighted average using billed access of all other customers' reported percentages.
- (2) The customer may dispute the designated intrastate percentage(s) following the receipt of the bill. Disputes arising from the Telephone Company designating the intrastate percentage can be informally resolved. Any adjustment shall be on a prospective basis beginning with the next billing cycle. No retroactive adjustment is allowed.

If the Telephone Company and the customer cannot informally resolve the dispute, the customer may contest the designated intrastate percentage by requesting a mutually agreed upon independent auditor to review its report percentages. Any cost of an independent audit will be borne by the customer. An adjustment of the intrastate percentage that is a result of an audit will be on a prospective basis beginning with the next billing cycle.

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EXCEPTIONS TO ALPHA CONNECT, LLC. TARIFF F.C.C. NO. 1 - SECTION 2

5. Section 2.3.11(C)(4)(b) shall be modified to read:

If the customer does not provide the requested data to the Telephone Company or independent auditor within thirty (30) days of the notice of audit, the Telephone Company will designate an intrastate percentage of 50% for each service, which will be applied to the next billing cycle following the thirty (30) day notice period and will be utilized until the customer provides supporting data that substantiates the requested percentages, and the customer will be in violation of the Tariff and subject to the provisions specified in Section 2.1.8(A), preceding.

6. The following section should be added to the end of Section 2.3.11(C)(3)(a):

If the Telephone Company determines that the customer's records, worksheets and backup documentation are insufficient or if the customer does not provide the call detail records in accordance with the provisions set forth in this tariff, the Telephone Company may request the call detail records on a prospective basis not to exceed a three-month time period.

7. The following section should be added to the end of Section 2.4.1(A)

A 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.

A security deposit or an additional security deposit may be required from an existing customer at any time following installation of service when:

1) the customer has established a history of late payment to the Telephone Company; 2) the customer's gross monthly billing has increased beyond the amount initially used to estimate a security deposit, if applicable; and/or 3) the Telephone Company 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 discounted in accordance with the terms specified in 2.1.8 (A), preceding.

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EXCEPTIONS TO ALPHA CONNECT, LLC. TARIFF F.C.C. NO. 1 - SECTION 2

8. The following paragraph should be added as section 2.4.1(D)(7)

Adjustment of charges will be made when billing disputes are brought to the attention of and verified by the Telephone Company as set forth in this section. Except as otherwise expressly provided in a written contract between a Customer and the Telephone Company, all requests for refunds or adjustments must be made in writing to the Telephone Company 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 Company for adjustment. If the request for a refund or adjustment is made by a current customer of the Telephone Company, the Telephone company 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.

9. The following paragraph should be added as section 2.4.1(D)(8)

Except as otherwise provided in a written contract between a Customer and the Telephone Company, a Customer will be liable for any unbilled or underbilled service for two years from the date a bill for that service was rendered or , whichever is later. This limitation does not apply when the service was obtained by the Customer by fraud or deception.

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EXCEPTIONS TO ALPHA CONNECT, LLC. TARIFF F.C.C. NO. 1 - SECTION 3

- 1. Where plain English reading of the material makes sense, the word "interstate" should be replaced with the word "intrastate".
- 2. Section 3.1 is not applicable

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EXCEPTIONS TO ALPHA CONNECT, LLC. TARIFF F.C.C. NO. 1 - SECTION 4

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EXCEPTIONS TO ALPHA CONNECT, LLC. TARIFF F.C.C. NO. 1 - SECTION 5

1. Where plain English reading of the material makes sense, the word "interstate" should be replaced with the word "intrastate".

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EXCEPTIONS TO ALPHA CONNECT, LLC. TARIFF F.C.C. NO. 1 - SECTION 6

- 1. Where plain English reading of the material makes sense, the word "interstate" should be replaced with the word "intrastate".
- The following paragraph should be added as section 6.1.1(C) and labeled "Tandem Routing"
 - Tandem routed switched access traffic shall be routed to the tandem as defined by Alpha Connect in the Local Exchange Routing Guide ("LERG").
- 3. The following sentence should be added to the end of section 6.6.3
 The access customer shall route tandem routed switched access traffic as defined by Alpha Connect in the Local Exchange Routing Guide ("LERG").
- 4. The following sentence should be added to the end of section 6.7.3

 The access customer shall route tandem routed switched access traffic as defined by Alpha Connect in the Local Exchange Routing Guide ("LERG").
- 5. The following sentence should be added to the end of section 6.8.3

 The access customer shall route tandem routed switched access traffic as defined by Alpha Connect in the Local Exchange Routing Guide ("LERG").

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EXCEPTIONS TO ALPHA CONNECT, LLC. TARIFF F.C.C. NO. 1 - SECTION 7

- 1. Where plain English reading of the material makes sense, the word "interstate" should be replaced with the word "intrastate".
- 2. The Telephone Company does not provide wireline broadband Internet access transmission on a common carrier basis. The Telephone Company provides wireline broadband Internet access transmission on a non-common-carrier basis. Contact the Telephone Company for information on this service.

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EXCEPTIONS TO ALPHA CONNECT, LLC. TARIFF F.C.C. NO. 1 - SECTION 8

1. Where plain English reading of the material makes sense, the word "interstate" should be replaced with the word "intrastate".

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EXCEPTIONS TO ALPHA CONNECT, LLC. TARIFF F.C.C. NO. 1 - SECTION 9

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EXCEPTIONS TO ALPHA CONNECT, LLC. TARIFF F.C.C. NO. 1 - SECTION 10

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EXCEPTIONS TO ALPHA CONNECT, LLC. TARIFF F.C.C. NO. 1 - SECTION 11

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EXCEPTIONS TO ALPHA CONNECT, LLC. TARIFF F.C.C. NO. 1 - SECTION 12

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EXCEPTIONS TO ALPHA CONNECT, LLC. TARIFF F.C.C. NO. 1 - SECTION 13

- 1. Where plain English reading of the material makes sense, the word "interstate" should be replaced with the word "intrastate".
- 2. The following section should be added as section 13.4.1 and labeled "13.4.1 Presubscription, IntraLATA".

Pursuant to the Michigan Public Service Commission Order in Case No. U-11961.

- (A) IntraLATA presubscription is the process by which end user customers may select and designate to the Telephone Company an intrastate intraLATA Interexchange carrier to access, without an access code, for intrastate intraLATA calls. This intraLATA Interexchange Carrier is referred to as the end user's predesignated intraLATA PIC.
- (B) End users may select one of the following options at no charge:
 - indicate a intraLATA primary PIC for all of its lines,
 - indicate a different intraLATA PIC for each of its lines.

Only one intraLATA PIC or No-PIC may be selected for each line or lines terminating in the same hunt group.

End users may designate that they do not want to presubscribe to any intraLATA Interexchange Carrier. End users that select No-PIC must arrange this designation by directly notifying the Telephone Company's business office. This choice will require the end user to dial an access code (101XXXX) for all intrastate IntraLATA calls.

After the end user's initial selection of a predesignated intraLATA PIC or the designation that they do not want to presubscribe to any intraLATA PIC (No-PIC) for any change in selection after conversion to Equal Access in the serving end office, a nonrecurring charge as set forth in 17.4.1 (I) following applies.

(C)A presubscription change can be done either electronically or manually:

Electronic Changes: Changes submitted by access customers to the Telephone Company using a mechanized interface to the Telephone Company's service order entry system or other electronic processing systems, including magnetic tape, are considered electronically submitted.

<u>Manual Changes</u>: Changes submitted via fax, e-mail, regular mail, or telephoned in by either an access customer or end-user customers are manually submitted changes. If a person is required to intervene in the initial setup, it is considered to be a manual process. All intrastate intraLATA changes are considered manual.

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EXCEPTIONS TO ALPHA CONNECT, LLC. TARIFF F.C.C. NO. 1 - SECTION 13 (Cont'd)

- 2. The following section should be added as section 13.4.1 and labeled "13.4.1 Presubscription, IntraLATA".(Cont'd)
 - (D) The end user will be allowed a six-month period from the date of the installation of their Telephone Exchange Service to select a PIC or No-PIC one time at no charge.
 - (E) If the new end user fails to designate an intraLATA Interexchange Carrier as its PIC prior to the date of installation of Telephone Exchange service, the Telephone Company will (1) default the end user line to No-PIC which will require the end user to dial an access code (101XXXX) for all intrastate IntraLATA calls, or (2) block the end user from intrastate intraLATA calling. The end user will be notified which option will be applied if it fails to make an intraLATA PIC or No-PIC selection. A blocked or No-PIC designated end user may designate an initial PIC one time at no charge, if it is requested within six months after the installation of Telephone Exchange Service.
- 3. The following paragraph should be added to the end of section 13.8.2
 - Blocking access to 900 services is offered to all subscribers at no charge.

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EXCEPTIONS TO ALPHA CONNECT, LLC. TARIFF F.C.C. NO. 1 - SECTION 14

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EXCEPTIONS TO ALPHA CONNECT, LLC. TARIFF F.C.C. NO. 1 - SECTION 15

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EXCEPTIONS TO ALPHA CONNECT, LLC. TARIFF F.C.C. NO. 1 - SECTION 16

- 1. Where plain English reading of the material makes sense, the word "interstate" should be replaced with the word "intrastate".
- 2. The Telephone Company does not provide wireline broadband Internet access transmission on a common carrier basis. The Telephone Company provides wireline broadband Internet access transmission on a non-common-carrier basis. Contact the Telephone Company for information on this service.

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EXCEPTIONS TO ALPHA CONNECT, LLC. TARIFF F.C.C. NO. 1 - SECTION 17

- 1. The rates for intrastate End User Access Service are zero (section 17.1.1).
- 2. The Federal Universal Service Charge stated in section 17.1.2 is not applicable for intrastate services.

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