

**CBTS Technology Solutions LLC replaces Cincinnati Bell Any Distance Inc.'s Michigan Rate Sheet
Effective December 1, 2017.**

MICHIGAN

OPERATOR SERVICES RATE SHEET

OF

CBTS Technology Solutions LLC

This rate sheet contains the descriptions, regulations, and rates applicable to the furnishing of operator services provided by CBTS Technology Solutions LLC ("CBTS") within the state of Michigan. Copies may be inspected, during normal business hours, at the Company's principal place of business.

Effective Date: December 1, 2017

Issued by: Ted Heckmann (Ted.heckmann@cinbell.com)
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CHECK SHEET

Pages, as listed below, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original rate sheet and are currently in effect as of the date on the bottom of this page.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to the Company's designated point of presence or network switching center.

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access line billed to the same Customer address.

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer to communicate utilizing the Company's services.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

CBTS - CBTS Technology Solutions LLC, issuer of this tariff.

Company - CBTS Technology Solutions LLC unless otherwise indicated by the context.

Collect - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept responsibility for the charges.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with rate sheet regulations.

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call to a calling card.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Holidays - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

LATA - Local Area of Transport and Access.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

LEC - Local Exchange Company.

MPSC - Michigan Public Service Commission.

Operator Dialed Surcharge - A charge which applies to operator assisted calls in addition to any other applicable service charge when the caller has the capability of dialing the billing number and/or the destination telephone number, but chooses to have the operator dial the number instead.

Operator Station Call - A service whereby the originating Customer uses the assistance of an operator to place or bill the call. Calls may be billed collect or to a telephone company issued Calling Card, to an authorized commercial Credit Card, to a Company Travel Card, or to a Third Party. This category does not include calls placed on a Person-to-Person basis.

Person-to-Person Call - A service whereby the person originating the call specifies to the Company operator a particular party to be reached. The Party may be an individual person, a particular mobile station, a particular station, room number, department or office to be reached through a PBX attendant.

Personal Account Code - See Authorization Code.

Point of Presence - Location of the serving central office associated with access to the Company's network.

Switched Access - Where access between the Customer and the Company is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Company.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications originating at specified points within the state of Michigan under terms of this rate sheet.

The Company installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this rate sheet. The Company may act as the Customer's agent for ordering access connection facilities provided by other entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this rate sheet.

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this rate sheet, or in violation of the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.2 Limitations (Cont'd.)

2.2.4 All facilities provided under this rate sheet are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this rate sheet shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.2.6 The Company reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

2.3 Use

Services provided under this rate sheet may be used for any lawful purpose for which the service is technically suited.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 Liabilities of the Company

- 2.4.1 In view of the fact that the customer has exclusive control of its communications over the facilities furnished by the Company, and other uses for which facilities may be furnished by the Company, and because of the unavoidableness of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the regulations and limitations specified herein.
- 2.4.2 The Company's failure to provide or maintain facilities under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control, subject to the interruption allowance provisions under this tariff.
- 2.4.3 Defacement of premises - No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- 2.4.4 Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer or by any others, the customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the customer's premises and further the customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the customer; and against all other claims arising out of any act or omission of the customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 Liabilities of Company (Cont'd.)

- 2.4.5 The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under this tariff as an allowance for interruptions. However, any such mistakes, omission, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer, or authorized user, or joint user, or which arise from the use of customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.4.6 The Company shall not be liable for any damages, including usage charges, that the customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the customer's premises, and the placement of calls through equipment controlled and/or provided by the customer, that are transmitted over the Company's network without the authorization of the customer. The customer shall be fully liable for all such usage charges.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.5 Deposits

The Company reserves the right to examine the credit record of the Customer, using any lawful sources for determining credit standing. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall not exceed two (2) month's estimated usage, may vary with the Customer's credit history and projected usage, and be collected and maintained in accordance with Commission rules. The Company may also require a security deposit before service is restored, in addition to payment of overdue charges, from the Customer whose service has been discontinued for nonpayment of overdue charges. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.6 Advance Payments

The Company does not collect advance payments.

2.7 Taxes and Fees

2.7.1 CBTS reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes will be itemized separately on Customer bills.

2.7.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF) and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)**2.8 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.9 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this rate sheet.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)**2.10 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number(s), regardless of the originating location of the call, incurred at the specific request of the Customer.

The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. The billing agency may be the Company, a local exchange telephone company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.10.1 Payment is within thirty (30) days subsequent to the invoice date and is considered past due after the thirty (30) day period. A late payment charge of 1.5% applies to all overdue balances.

2.10.2 A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company).

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.11 Refusal or Discontinuance by Company

2.11.1 The Company may refuse or discontinue service with proper notice to the Customer for any of the following reasons:

- A. For failure of the Customer to pay a bill for service when it is due.
- B. For failure of the Customer to meet the Company's deposit and credit requirements.
- C. For failure of the Customer to make proper application for service.
- D. For Customer's violation of any of the Company's rules on file with the Commission.
- E. For failure of the Customer to provide the Company reasonable access to its equipment and property.
- F. For Customer's breach of the contract for service between the Company and the Customer.
- G. For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service.
- H. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.11 Refusal or Discontinuance by Company (Cont'd.)

2.11.2 The Company may refuse or discontinue service without notice to the Customer for any of the following reasons:

- A. In the event of tampering with the Company's equipment.
- B. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- C. In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- D. In the event of fraudulent use of the service.

2.12 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer or other carriers from whom the Customer has purchased service from, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)**2.13 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.14 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.15 Interconnection

Service furnished by CBTS may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with CBTS's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain Personal Account Codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

The Company offers operator assisted services to Customers throughout the state of Michigan. Service is available 24 hours a day, seven days a week. Intrastate service is offered only in conjunction with interstate service.

3.2 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

3.2.1 Timing for all calls begins when the called party answers the call (i.e., when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.2.2 Chargeable time for all calls ends when one of the parties disconnects from the call.

3.2.3 Minimum call duration and additional increments for billing are specified in the description of each service.

3.2.4 There is no billing applied for incomplete calls.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES (CONT'D.)**3.3 Calculation of Distance**

Usage charges for all mileage-sensitive services are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in TelCordia Technologies' V&H Tape and NECA FCC Tariff No. 4.

Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES (CONT'D.)

3.4 Time of Day Rate Period

For time of day sensitive services, the following rate periods apply unless otherwise specified in this tariff:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* Up to, but not including.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES (CONT'D.)

3.5 Holidays Rates

For time-of-day sensitive calls, evening rates apply to daytime calls and night/weekend rates apply to evening calls on the holidays listed below

- | | |
|--------------------|---------------------------|
| - New Year's Day | January 1 |
| - Independence | July 4 |
| - Labor Day | Nationally Recognized Day |
| - Thanksgiving Day | Nationally Recognized Day |
| - Christmas | December 25 |

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES (CONT'D.)**3.6 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access The Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the A#@ symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call	\$0.60
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SECTION 3 - DESCRIPTION OF SERVICE AND RATES (CONT'D.)**3.7 Operator Assisted Services**

Operator Services allow Customers to place calls using operator assistance for call completion or billing.

Usage charges and an appropriate service charge will be assessed on a per call basis. For calls made using a telephone company card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charge prior to billing charges to a third party number.

3.7.1 Maximum Usage Charges

The Company provides the Customer operator services where technically available on a per call service charge basis. The Company's operator services are accessible on a twenty-four (24) hour a day, seven (7) days a week basis. In addition to the usage charges, at least one per-call service charge applies.

Maximum Intrastate Usage Rates

IntraLATA
\$1.15/minute

InterLATA
\$1.15/minute

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES (CONT'D.)**3.7 Operator Assisted Services (Cont'd.)****3.7.2 Service Charge**

A per-call service charge applies in addition to the per minute usage rates when applicable. The service charge applies in all rate periods.

Maximum Per Call Service Charges

Customer Dialed Calling Card	
LEC Card	\$5.64
Commercial Credit Card	\$7.28
Operator Dialed Calling Card	\$9.42
Third Party Billed	\$12.77
Collect	\$12.51
Person-to-Person	\$17.90

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SECTION 4 - PROMOTIONS

4.1 Demonstration Calls

From time to time the Company will demonstrate its services by providing free test calls of up to fifteen minutes duration over its network.

4.2 Promotions - General

The Company may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services.

The Company may provide promotional offerings to introduce a current or potential Customer to a service not being used by the Customer. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or nonrecurring charges.

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