

TeleQuality Communications, LLC

This tariff applies to the Telecommunications Services furnished by TeleQuality Communications, LLC (“Company”) between one or more points in the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at Company’s principal place of business, 21202 Gathering Oak, San Antonio, TX 78260.

Filed with the
Arizona Corporation Commission

Issued: February 13, 2018

Effective: March 15, 2018

BY: Director of Regulatory Affairs
TeleQuality Communications, LLC
21202 Gathering Oak
San Antonio, TX 78260
(210) 408-0388

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CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff that are currently in effect as of the date at the bottom of this sheet.

Sheet	Revision	Sheet	Revision
1	Original *	27	Original *
2	Original *	28	Original *
3	Original *	29	Original *
4	Original *	30	Original *
5	Original *	31	Original *
6	Original *	32	Original *
7	Original *	33	Original *
8	Original *	34	Original *
9	Original *	35	Original *
10	Original *	36	Original *
11	Original *	37	Original *
12	Original *	38	Original *
13	Original *	39	Original *
14	Original *	40	Original *
15	Original *	41	Original *
16	Original *	42	Original *
17	Original *	43	Original *
18	Original *	44	Original *
19	Original *	45	Original *
20	Original *		
21	Original *		
22	Original *		
23	Original *		
24	Original *		
25	Original *		
26	Original *		

* Indicates new or revised sheet submitted with this filing.

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TARIFF FORMAT

Sheet Numbering. Sheet numbers appear in the upper right hand corner of the sheets. Sheets are numbered sequentially. From time to time new sheets may be added to the tariff. When a new sheet is added between existing sheets, a decimal is added to the preceding sheet number. For example, a new sheet added between sheets 5 and 6 would be numbered 5.1.

Sheet Revision Numbers. Revision numbers also appear in the upper right corner of sheets. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet No. 24 cancels the 3rd Revised Sheet No. 24.

Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level, as shown by the following example:

- 2
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i).(1)

Check Sheets. When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current one on file with the Commission.

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TARIFF FORMAT (Cont'd)

Explanation of Symbols. When changes are made in any tariff sheet, a revised sheet will be issued replacing the tariff sheet affected. Changes will be identified on the revised sheet through the use of the following symbols:

- (C) - Identifies a changed regulation.
- (D) - Identifies a discontinued rate or regulation.
- (I) - Identifies an increase in rate.
- (M) - Identifies material moved from one tariff location to another.
- (N) - Identifies a new rate or regulation.
- (R) - Identifies a reduction in rate.
- (T) - Identifies a change in text only.

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1.0 DEFINITIONS

Access Line

A circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service.

Calling Card

A billing arrangement by which the charge for a call may be charged to an authorized calling card account.

Central Office

A switching unit that provides service to the general public and has the necessary equipment and operating arrangements for terminating and interconnecting Customer lines and trunks or trunks only. More than one (1) central office may occupy a building.

Charges

Monthly recurring and nonrecurring amounts billed to Customers for services.

Claims

Any and all claims or demand made against Company or Customer by the other or by any other person or entity, including, but not limited to claims or demands:

For losses, damages, expenditures, loss of use, loss of profits, liability, judgments or costs (including attorney's fees, if awarded),

For any personal injury, death or damage to tangible or intangible property or rights, arising directly or indirectly out of any acts, omissions, mistakes of Company, its employees, agents, officers or directors, or caused by any interruptions, delays, errors or defects, or the condition, operation or failure of equipment, used to provide Service or Company Facilities hereunder,

Regardless of whether the claim or demand is asserted in an arbitration, suit, action, administrative proceeding or any other dispute resolution proceeding, or on any appeal there from.

Commission

Arizona Corporation Commission.

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1.0 DEFINITIONS (Continued)

Company

TeleQuality Communications, LLC, the issuer of this Tariff.

Conversion Date

The date the Company commences supplying telecommunication services to the Customer.

Customer

Any person, firm, association, corporation, agency of the federal, state, or local government, or legal entity responsible for payment of rates and charges and for compliance with the conditions of this Tariff.

Delinquent or Delinquency

An account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. This term may also apply to a contested bill for which the Commission finds the Customer's complaint to be without merit.

Facilities

Includes, in the aggregate or otherwise, but is not limited to, the following: Channels, Lines, Apparatus, Devices, Equipment, Accessories, Communications paths and Systems, which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

Individual Case Basis

A rate, charge, or condition of the tariff as determined by individual circumstances.

Message

A telephone call made by a Customer.

Monthly Recurring Charge (MRC)

The monthly charge to the Customer for the Service, facilities and equipment which continue for the agreed upon duration of the service.

Network Elements

Elements of the incumbent carrier network leased by Company pursuant to an interconnection agreement or approved wholesale tariffs. In the pricing tables, service identified as being provided via Network Elements is provided using a combination of network elements.

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1.0 DEFINITIONS (Continued)

Nonrecurring Charge (NRC)

A one-time charge made under certain conditions to recover all or a portion of the cost of providing Service(s) or features or installing facilities.

Premises

The space occupied by a Customer in a building or buildings and the land upon which such building(s) sit.

Recurring Charge

The monthly charge to the Customer for Service, facilities and equipment, which continue for the agreed upon duration of the Service.

Service

Any or all service(s) provided by Company pursuant to this tariff or a Customer contract.

Service Order

The written request for Services executed by the Customer and Company in the format designated by Company. The signing of a Service Order by the Customer and acceptance by Company initiates the respective obligations of the parties as set forth herein and pursuant to the tariffs of Company.

State

The state of Arizona.

Trunk

A communications path connecting two switching systems in a network used in the establishment of an end-to-end connection.

User

A Customer, or any other person authorized by a Customer to use Service provided under this Tariff.

2.0 RULES AND REGULATIONS

2.1 Undertaking of Company

- A. Company undertakes to furnish telecommunications Service under this Tariff in connection with the transmission of one-way and/or two-way communications which originate and/or terminate within the State.
- B. Company's service offerings consist of any of the Services offered pursuant to this Tariff, either individually or in combination. Each Service is offered independent of the others, unless otherwise noted. Service is offered via Company Facilities, via resold services, or via facilities provided by other communications providers or any combination thereof.
- C. Company is responsible only for the Services and Company Facilities it provides under this Tariff, and it assumes no responsibility for any service provided by any other entity that provides access to Company Services or Facilities in order to originate and/or terminate its own services
- D. Company may undertake to use reasonable efforts to make Services available to a Customer on or before a particular date, subject to the provisions of this Tariff, and also subject to Customer compliance with the provisions of this Tariff. Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- E. Company will not unjustly discriminate among and between consumers in the provision of local exchange telecommunications services within its operating area.

2.0 RULES AND REGULATIONS (continued)

2.2 Limitations of Service

- A. Service is offered subject to the availability of necessary facilities and subject to the provisions of this Tariff
- B. Company reserves the right at its sole discretion to discontinue Service, or to limit the use of Service when necessitated by conditions beyond its control, when the Customer is using the Service in violation of the law or the provisions of this Tariff, or for nonpayment by the Customer.
- C. All Company Facilities provided under this Tariff are directly controlled by Company and the Customer may not assign or transfer the use of the Services or Company Facilities to another, except with the prior consent of Company.
- D. Company Service may not be used for any unlawful purpose.
- E. Company reserves the right to block traffic to or from certain countries, NPAs, cities or NXX exchanges.
- F. Company Services may be restricted from originating calls to other telephone companies' caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers may be blocked by Company at Company's sole discretion without prior notice.

2.3 Application for and Establishment of Service and Credit

- A. Application for Service may be made verbally or in writing. The following Customer information will be required at the time of application:
 - i. The name of the party responsible for payment for the Service provided;
 - ii. The billing address and the Service address(es) of the Customer and Customer's location(s);
 - iii. Information and authorization for the Company to properly determine creditworthiness.

2.0 RULES AND REGULATIONS (continued)2.3 Application for and Establishment of Service and Credit (continued)

- B. The Customer shall notify TeleQuality of a pending transfer of Service to a new party that will become responsible for payment of the Service provided. The new Customer will be required to complete a transfer of Service application. However, failure of the new Customer to comply with this requirement shall not prevent liability for charges, including termination charges, if the new Customer has accepted use of the Service and/or made payments. The original Customer shall also remain liable for all charges, including early termination charges, if the Service is transferred without notice to, and approval by, the Company. In no event shall TeleQuality collect more than total charges owed.
- C. Company may conduct a credit investigation of each new Customer prior to accepting a written application or oral request for Service. Company reserves the right to reject a written application or oral request for Service if its investigation reveals that the applicant is a poor credit risk.
- D. A Customer whose Service from Company was discontinued for nonpayment of bills will not be entitled to restoration of Service or new Service until all past due amounts have been paid, or satisfactory payment arrangements have been agreed upon and made in a timely manner.
- E. Deposits. The Company does not require customers to pay deposits.

2.4 Credit Limit

Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any period.

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2.0 RULES AND REGULATIONS (continued)

2.5 Notice

Notice shall be deemed properly given:

- A. upon delivery, if delivered in person;
- B. on the third day after depositing the notice or communication, prepaid and properly addressed, with a private delivery service or in the U.S. mail, unless deposited in the U.S. mail on a Sunday or holiday in which case notice is deemed to be given on the third day from the next business day;
or
- C. upon actual receipt or when refused by the addressee, whichever of the above occurs first.

2.6 Payment and Service Cancellation

2.6.1 Billing and Payment of Charges

- A. Unless otherwise indicated in this Tariff, Service is billed on a monthly basis. The Customer is responsible for the payment of all charges for Service furnished by the Company. Customer shall pay the amounts as specified in the Tariff for the Services. Toll charges and one-time charges are billed in arrears, and fixed monthly and recurring charges are billed one month in advance.
- B. Unless otherwise indicated in this Tariff, bills are due and payable seventeen (17) days from the date of mailing by Company, or later if required by law. Balances that remain unpaid after the due date will be charged a late fee of one and one-half percent (1.5%) per month of the unpaid balance, or the maximum fee allowed by law, whichever is less.
- C. A charge in an amount of \$25 will apply whenever a check or draft presented for payment of Services is not accepted by the institution on which it is written.

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2.0 RULES AND REGULATIONS (continued)2.6 Payment and Service Cancellation (continued)2.6.1 Billing and Payment of Charges (continued)

- D. Customer is responsible for reviewing each invoice promptly, and notifying Company promptly of any discrepancies. If Company receives no notice within ninety (90) days after a bill has been rendered to the Customer, the billing will be considered correct and binding. Bills disputed by a Customer shall be handled as set out in Section 2.11.
- E. Company is responsible for rendering each invoice promptly, and notifying Customer promptly of any discrepancies. If Customer receives no notice within ninety (90) days after a bill has been rendered by the Company, the billing will be considered correct and binding.
- F. Initial billing for set-up and installation charges or monthly Service fees will not commence for any new Customer until the Customer has actually been placed in service.
- G. If the Customer disconnects Services without providing proper notice to the Company, or is disconnected for violation of the terms and conditions of this tariff (e.g., disconnection for non-payment), the Customer shall be responsible for all charges for the remainder of the bill cycle in which the disconnection occurs.
- H. The Company will bill monthly for services rendered and each bill will include total amounts due, broken out by local service, long distance and data service charges, and a tax summary. Call detail will be available via the Internet to all Customers. The Company will provide printed detailed bills at the request of the Customer.

2.0 RULES AND REGULATIONS (continued)

2.6 Payment and Service Cancellation (continued)

2.6.2 Taxes

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, subscriber line, low income, universal service, access, 911 service, relay service, and handicapped service.

2.6.3 Cancellation of Service by Customer

- A. The Customer may cancel Service prior to commencement by giving notice to Company up to the day prior to the day Service is scheduled to commence.
- B. The Customer may cancel Service at any time after Service commences by giving Company five (5) days' prior notice. A Reconnection Fee will apply if the Customer requests that Service be temporarily discontinued.
- C. If Customer fails to notify Company and fails to cancel Service on the day prior to the day Service is scheduled to commence, Customer may be responsible for paying the appropriate installation charge, basic local Service charges and all applicable taxes and fees.

2.0 RULES AND REGULATIONS (continued)

2.6 Payment and Service Cancellation (continued)

2.6.4 Cancellation or Discontinuance of Service by Company

A. Discontinuance Without Notice

Company reserves the right to immediately and without notice discontinue furnishing Service to Customers without incurring liability in any of the following circumstances:

- i. In the event of a condition determined to be hazardous to the Customer, to other Customers of Company, to Company Facilities, the public, or to employees of Company; or
- ii. When necessary for Company to comply with any order or request of any governmental authority having jurisdiction; or
- iii. If Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, Facilities or Services; or
- iv. For unlawful use of the Service or use of the Service for unlawful purposes; or
- v. If the Customer provides false information to Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's Services; or
- vi. Upon proper verification of the Customer having vacated or abandoned the Premises; or
- vii. Any other reason for which discontinuation of Service without notice is justified under existing Commission rules and regulations.

2.0 RULES AND REGULATIONS (continued)2.6 Payment and Service Cancellation (continued)2.6.4 Cancellation or Discontinuance of Service by Company (continued)B. Discontinuance With Notice

Company may discontinue Service for the following reasons upon five (5) days' advance written notice (or the longer period of time that is required by law, if any):

- i. For violation of Company's filed Tariffs; or
- ii. For the non-payment of any proper charge when due; or
- iii. Failure to meet or maintain Company's credit requirements; or
- iv. For Customer's breach of the contract for Service between Company and Customer; or
- v. Unauthorized resale of equipment or Service; or
- vi. Any other reason for which discontinuation of Service with notice is justified under existing Commission rules and regulations.

C. If all or any significant portion of Company Facilities or associated equipment used to provide Service to Customer shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, Company shall be entitled to elect to terminate Service upon written notice to Customer and without incurring any liability therefore.

D. Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, Company may immediately discontinue or suspend service under this tariff without incurring any liability.

2.6.5 Reconnection Fee

A Reconnection Fee of \$35 will apply whenever a Customer requests to be reconnected to the Services after Company has temporarily or permanently suspended or discontinued Services to Customer for any reason allowed by this Tariff.

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2.0 RULES AND REGULATIONS (continued)2.7 Liability

- A. In no event shall Company or the Customer, including any subscribers to or users of any Services provided to or resold by the Customer, be liable to each other in connection with the provision and use of Company Services for indirect, incidental, consequential, reliance or special damages, including without limitation damages for lost profits, regardless of the form of action whether in contract, indemnity warranty, strict liability or tort, including without limitation negligence of any kind whether active or passive.
- B. Except as provided otherwise in this Tariff, the Company shall not be liable to the Customer, including any subscribers to or users of any Services provided to or resold by the Customer, or any other person, firm or entity for any failure or performance hereunder unless such failure is due to the gross negligence or willful act of Company. In no event shall Company be liable to the Customer, including any subscribers to or users of any Services provided to or resold by the Customer, or any other person, firm or entity for any failure or performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages breaches or delays, or preemption of existing services to restore service in compliance with the Commission's rules and regulations.
- C. With respect to any claim or suit, the Company's liability, if any, shall not exceed an amount equal to the charge applicable under this Tariff to the period during which services were affected. For those services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which service was affected.

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2.0 RULES AND REGULATIONS (continued)2.7 Liability (continued)

- D. The Company is not liable for any act or omission of any other Company or Companies furnishing a portion of the service, facilities or equipment associated with such service.
- E. The Customer is responsible for taking all necessary legal steps for interconnecting the customer-provided terminal equipment with the Company facilities. The Customer is responsible for securing all licenses, permits, rights of way, and other arrangements necessary for such interconnection.
- F. All or a portion of the service may be provided over facilities of third parties, and the Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.
- G. The Company shall not be liable for any direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause. This warranty and these remedies are exclusive and in lieu of all other warranties or remedies, whether express, implied or statutory, including without limitation implied warranties of merchantability and fitness for a particular purpose.
- H. With respect to the routing of calls by the Company to public safety answering points or municipal Emergency Service providers, the Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct results of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$50.00.

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2.0 RULES AND REGULATIONS (continued)2.7 Liability (continued)

- I. In the event parties other than the Customer (e.g., Customer's customers) shall have use of the service directly or indirectly through the Customer, then the Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any defects.
- J. Company is not liable for damages caused by service, channels, or equipment which it does not furnish.
- K. Company is not liable for damages to a premises resulting from the furnishing of Services, including the installation and removal of equipment and associated wiring, unless the damage is caused by Company's gross negligence or willful misconduct. Except that upon termination or expiration of Services, and upon request by the Customer, Company will remove, at its own expense, any property which Company has installed in the provision of Service on the Customer's premises within a reasonable time. Company will use reasonable care in removing such property and will return the Customer's premises to their original condition, wear and tear excepted.
- L. Subject to the provisions of paragraphs A through K preceding, Company and the Customer shall indemnify each other against all liability, loss, damage, and expense resulting from injury to or death of any person (including injury to or death of their employees) or loss of or damage to tangible real or tangible personal property (including damage to their property) or the environment, to the extent that such liability, loss, damage or expense was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with its use of service.

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2.0 RULES AND REGULATIONS (continued)

2.7 Liability (continued)

M. Company's failure to provide or maintain service to the Customer, including any subscribers to or users of any Services provided to or resold by the Customer, and the Customer's obligations under this Tariff shall be excused by labor difficulties, governmental orders, civil commotion, preemption of existing services to restore service in compliance with part 64, Subpart D, of the FCC's Rules and Regulation, acts of God, Commission rules, and other circumstances beyond Company's or the Customer's reasonable control, subject to the credit allowances for interruptions provisions of this Tariff. Company and the Customer may also agree on other measures to mitigate the consequences of circumstances beyond the Customer or Company's control. If required, such agreements will be filed in this Tariff.

2.7.1 Company Liability With Respect to Caller ID Blocking

The Company shall have no liability for monetary damages (including without limitation claims for direct, indirect, special, incidental or consequential damages, whether or not the Company has been advised of the possibility of such damages), arising from any failures, errors, malfunctions or omission of Caller ID Blocking, whether or not arising from or relating to any ordinary negligence by the Company.

2.8 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

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2.0 RULES AND REGULATIONS2.9 Interruptions of Service

- A. Interruptions in Service will be credited to Customer for the part of the Service that the interruption affects, provided that no credit is allowed for the following:
- i. Any continuous period of less than four (4) hours, provided that two (2) or more Service interruptions of the same type to the same line/equipment of four (4) hours or more during any one twenty-four (24) hour period shall be considered as one (1) interruption;
 - ii. Interruptions caused by Customer;
 - iii. Interruptions due to failure of power, equipment or facilities provided by the Customer or persons or entities other than Company;
 - iv. Any period in which Company is not given access to the Service Premises;
 - v. Any period of scheduled maintenance and repair, tests, adjustments and inspections as may be necessary to maintain Company's equipment and Facilities in satisfactory operating condition;
 - vi. Interruptions due to the non-compliance by the Customer with the provisions of this Tariff or the tariff of any other common carrier providing Service connected to the Service of Company; and
 - vii. Interruptions caused by any failure of performance or equipment due to causes beyond Company's control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action or request of any governmental entity claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of the federal, state or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages or other labor difficulties.

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2.0 RULES AND REGULATIONS (continued)

2.9 Interruptions in Service (continued)

- B. Every month shall be considered to have thirty (30) days for the purposes of computing a credit for a Service interruption to which the Customer is entitled under this Tariff.
- C. A Customer is entitled to an interruption in Service credit upon request for any period during which any line subscribed to by the Customer hereunder and/or, if applicable, Company-provided station equipment attached thereto is out of Service, except as specified in this section. Out of Service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by the Customer hereunder and shall be expressly indicated on the next bill to the Customer. An interruption period begins when the Customer reports a malfunction in Service to Company. The malfunction period ends when the affected line and/or equipment is fully operative. In the event of a major service disruption, the Company shall make every effort to credit all affected customers.
- D. The customer shall be credited for an interruption at the rate of 1/30th of the monthly charge for the Services affected for each day or part of a day computed as follows:

Credit formula:

$$\text{Credit} = \frac{A \times B}{30}$$

"A" = Outage time in days (any part of a day equals one day)

"B" = Total Monthly charges for affected Service.

- E. In the event of prior knowledge of an interruption of Service for a period exceeding one (1) day, Company will, if feasible, notify the Customer at least one (1) week in advance.

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2.0 RULES AND REGULATIONS (continued)

2.10 Emergency Restoration of Service

The use and restoration of Service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's rules and regulations and the regulations of the Commission, which specify the priority system for such activities.

2.11 Disputed Bills

- A. The Customer shall promptly notify Company of any disputed items on a bill. If no notice is received within ninety (90) days of receipt of the bill, the bill shall be considered correct and binding.
- B. The date of the dispute shall be the date Company receives sufficient documentation to enable it to investigate the dispute.
- C. The date of the resolution is the date Company completes its investigation and attempts to notify the Customer of the disposition of the dispute.
- D. Company will promptly investigate any complaint or dispute received by a Customer and will report the result of that investigation to the Customer. When circumstances indicate the need for corrective action, Company will take such action as soon as possible.
- E. Company shall ensure that personnel engaged in initial contact with a dissatisfied Customer shall inform the Customer that if dissatisfied with the decision or the explanation provided, the Customer may have the problem considered and acted upon by supervisory personnel.

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2.0 RULES AND REGULATIONS (continued)

2.11 Disputed Bills (continued)

- F. Company shall ensure that supervisory personnel contacted by a dissatisfied Customer shall inform a still-dissatisfied Customer of the option to bring the matter before Commission for further review of any complaint or dispute.

Arizona Corporation Commission
 Utilities Division
 1200 West Washington Street
 Phoenix, AZ 85007-2996
 Phoenix: (602) 542-4251
 Toll Free: 1-800-222-7000 (In-State only)
 Tucson: (520) 628-6550
 Toll Free: 1-800-535-0148 (In-State Only)

2.12 Temporary Service

Conditions precedent to rendering temporary Service, special arrangements, unique relationships or Service to speculative projects will be developed on an Individual Case Basis. Company will not provide temporary Service or Service to speculative projects unless in its judgment such Service provision is consistent with the best interests of Company and its Customers.

2.13 Service Connection and Facilities

2.13.1 Provision of Equipment and Facilities

- A. Title to all Company Facilities provided in accordance with this Tariff remains in Company, its agents or contractors. The Customer shall not have, nor shall it assert any right, title or interest in any Company Facilities and associated equipment provided by Company hereunder.
- B. Company undertakes to use reasonable efforts to maintain only Company Facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise tamper with any Company Facilities or equipment installed by Company, except upon the written consent of Company or as allowed by law.

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2.0 RULES AND REGULATIONS (continued)

2.13 Service Connection and Facilities (continued)

2.13.1 Provision of Equipment and Facilities (continued)

- C. Any Equipment Company provides or installs at the Customer's Premises for use in connection with the Company's Services shall not be used for any purpose other than that for which Company provided the equipment.
- D. Company shall not be responsible for the installation, operation, repair or maintenance of any Customer-provided communications equipment. Customer may connect such equipment to Company Facilities or equipment furnished pursuant to this Tariff as provided in this Tariff, as allowed by law, or with Company's consent. Unless otherwise specified in this Tariff, Company will not be responsible for the maintenance, repair and operation of such Customer-provided equipment, and Company will not be responsible for:
 - i. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - ii. The reception of signals by Customer-provided equipment.

2.0 RULES AND REGULATIONS (continued)2.13 Service Connection and Facilities (continued)

2.13.1 Provision of Equipment and Facilities (continued)

- E. The Customer is responsible for ensuring that Customer-provided equipment and facilities connected to Company equipment and Facilities are compatible with such Company equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company-provided Facilities and equipment by the connection, operation or maintenance of such equipment and facilities shall be such as not to cause damage to the Company-provided equipment and Facilities or injury to the Company's employees or to other persons. Customer will submit to Company, upon request, a complete manufacturer's specification sheet for each item of equipment that is not provided by Company and which shall be attached to Company's equipment or Facilities. Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's equipment or Facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- F. Any special interface equipment necessary to achieve compatibility between Company Facilities and equipment used for furnishing Service and the channels, facilities or equipment of others shall be provided at the Customer's expense.

2.13.2 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit and electric power required to terminate the Services at the Customer's Premises. The Customer shall arrange for the Company, or other carriers as required, to have access to the Customer's Premises at all reasonable times for purposes of Service installation, termination, inspection and repair. Customer shall be solely responsible for any damage to, or loss of, Company Facilities or equipment, including inside wire, while on the Premises of Customer, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

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2.0 RULES AND REGULATIONS (continued)2.13 Service Connection and Facilities (continued)

2.13.3 Shortage of Equipment or Facilities

- A. Company's acceptance of orders for Service is subject to the availability of adequate Company Facilities and equipment to provide the Service as ordered. Company reserves the right to reject an order or cancel an accepted order for Service without liability if there are inadequate Company Facilities or equipment available to provide the Service.
- B. Company reserves the right to limit or to allocate the use of existing Company Facilities, or of additional facilities offered by Company, when necessary, because of a lack of Company Facilities, or due to any other cause beyond Company's control
- C. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary Company Facilities and is limited to the capacity of Company Facilities, as well as facilities Company may obtain from other carriers to furnish Service.

2.13.4 Special Construction and Special Arrangements

Subject to the agreement of Company and to all of the regulations contained in the tariffs of Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions.

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2.0 RULES AND REGULATIONS (continued)2.13 Service Connection and Facilities (continued)

2.13.4 Special Construction and Special Arrangements (continued)

- A. Special construction is that construction undertaken:
- ii. where facilities are not presently available, and there are no other requirements for the facilities so constructed;
 - iii. of a type other than that which Company would normally utilize in the furnishing of its services;
 - iv. over a route other than that which Company would normally utilize in the furnishing of its services;
 - v. in a quantity greater than that which Company would normally construct;
 - vi. on an expedited basis;
 - vii. on a temporary basis until permanent facilities are available;
 - viii. involving abnormal costs; or
 - ix. in advance of its normal construction.

Where Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in Company's tariffs, charges will be based on the costs incurred by Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

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2.0 RULES AND REGULATIONS (continued)

2.13 Service Connection and Facilities (continued)

2.13.4 Special Construction and Special Arrangements (continued)

- B. Basis for Cost Computation. The costs referred to in 2.13.4 above may include one or more of the following items to the extent they are applicable:
- i. Installation cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installation cost includes the cost of:
 - a. equipment and materials provided/installed or used,
 - b. design, engineering, project management, labor, and supervision,
 - c. transportation,
 - d. obtaining all necessary rights of way, attachments, and leases, and
 - e. any other item chargeable to the capital account.
 - ii. Annual charges including the following:
 - a. cost of maintenance and operation,
 - b. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage,
 - c. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items,
 - d. any other identifiable costs related to the facilities provided, and
 - e. an amount for return and contingencies.

2.0 RULES AND REGULATIONS (continued)2.13 Service Connection and Facilities (continued)

2.13.5 Interconnection

- A. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface equipment or facilities necessary to achieve compatibility between the Company Facilities and other carriers shall be provided at the Customer's expense. However, Service furnished by Company is not part of a joint undertaking with any other provider.
- B. Interconnection with the facilities or services of other carriers shall be subject to the applicable terms and conditions of the other carriers' tariffs, if any. The Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with the other companies' facilities, including, without limitation, all licenses, permits, right-of-way and other arrangements necessary for such interconnection.

2.13.6 Prohibited Uses

- A. The Services Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- B. Company may, without obtaining any further consent from the Customer, assign any rights, privileges or obligations under this Tariff. The Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer or in any other manner dispose of, any of its rights, privileges or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

2.0 RULES AND REGULATIONS (continued)

2.13 Service Connection and Facilities (continued)

2.13.6 Prohibited Uses (continued)

- C. Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D. A Customer may not use the Services so as to interfere with or impair Service over any Company Facilities and associated equipment, or so as to impair the privacy of any communications over such Company Facilities and associated equipment.
- E. Customer use of any resold Service obtained from other communications providers shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs or price lists.

2.13.7 Non-Standard Situations

At the Customer's request and the acceptance by Company, installation and/or maintenance may be performed outside Company's regular business hours, on an expedited basis, in hazardous locations, or in other non-standard situations. In such cases, charges will be arranged on an individual case basis ("ICB"). If installation is started during regular business hours but, at the Customer's request and Company's acceptance, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

2.0 RULES AND REGULATIONS (continued)2.14 Services Provided by Other Communications Providers

Company shall have no responsibility with respect to billings, charges or disputes related to services used by Customers which are not included in the Services herein. Customers receiving services from other communications providers shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies relating to such services with the other provider.

2.15 Governmental Authorizations

The provision of Company's Services is subject to, and contingent upon, Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives. Company's obligation to provide Service hereunder will terminate if any required governmental authorization or grant is withdrawn, revoked or otherwise terminated.

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2.0 RULES AND REGULATIONS (continued)

2.16 Promotions

Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area, to a subset of a specific market group or to customers who sign up for such Service on or after a particular date. Prior approval for promotional offerings will be obtained from the appropriate regulatory authority when required.

2.17 Effective Date

The terms and conditions of this Tariff will apply to Customers whose service commences on or after the Effective date of this Tariff. Customers whose Service commenced before the Effective date of this Tariff may choose to receive Service under the Rates and Charges in this Tariff upon request through Company's customer care representatives. All other terms and conditions of this Tariff will apply to all Customers for all Service provided by Company on and after the Effective date of this Tariff, regardless of when Service commenced.

2.18 Term and Termination

- A. The term commences on the Conversion Date.
- B. If the Customer terminates Service, or if the Company terminates Service for cause under this tariff, prior to the Customer's fulfillment of the term commitment, Customer shall pay termination charges equal to the amount of the monthly term discount times the number of months served under the contract (or fraction thereof) plus any termination charges paid to Customer's previous carrier by TeleQuality. The amount of the monthly term discount is defined as the difference between billed charges the customer would have paid in the absence of a term commitment (e.g., month-to-month service) less billed charges the customer actually paid under the term commitment. Such termination charges are in addition to any due but unpaid recurring and all unpaid nonrecurring charges, including any installation charges waived by TeleQuality. If termination is prior to installation of Service, termination charges shall be those reasonable costs incurred by TeleQuality through the date of termination.

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2.0 RULES AND REGULATIONS (continued)

2.19 Individual Case Basis (ICB) Arrangements

Due to the unique circumstances both in terms of location and organization, in lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, and the length of service commitment by the Customer. Such arrangements shall be made available to similarly situated Customers on comparable terms and conditions.

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3.0 LOCAL SERVICES

3.1 Local Service Overview

3.1.1 Nature of Service

Local Service is a service that allows customers to originate non-toll local calls at locations within the service areas in which Company has been approved for certification for termination within the local calling area (including any applicable EAS areas) of those locations. Subject to service availability and the package selection by the customer, Local Service may include services in addition to those required for completion of non-toll local calls (including services which may not be subject to regulation under this tariff) which are purchased as part of a bundled package.

3.1.2 Availability

Company may choose to offer local service in the areas in which it has been certified by the Arizona Corporation Commission and in which Company has available required network facilities or is able to lease required network facilities to enable the offering of service. Some services and features may not be available in all areas, or may slightly vary between service areas contingent on network availability or configuration. Should the Company provide local service, it will provide the most feature rich version of a feature in the bundled Local Service package available in a given market depending on network availability or configuration.

3.1.3 Local Service Packages

The standard elements of local line packages consist of local dial tone and unlimited local calling unless otherwise noted in a service specific description. Mandatory extended area service ('EAS') is provided where applicable for the prices set forth in the Rate Tables. Local service packages are provided for business uses only.

3.0 LOCAL SERVICES (continued)

3.2 Directory Assistance

3.2.1 Nature of Service

Directory Assistance (DA) Service is defined as furnishing aid in obtaining telephone numbers.

3.2.2 Availability

DA is available to all Customers.

3.2.3 Maximum Number of Requests Per Call

Two (2) requests for a telephone number will be accepted per call to the DA operator. A telephone number that is not listed in the DA records will not be available to the Customer.

3.2.4 Operator Limitations

The Directory Assistance operator will not transfer, forward or redial a Customer's call to any other location for any purpose other than provision of DA service.

3.2.5 Persons and Locations Exempt from All DA Charges

Any Customer who is visually, physically or mentally handicapped in a way that makes the Customer unable to utilize a telephone directory shall be exempt from charges for DA. The Customer must provide Company with certification of this condition. Certification from a doctor, psychologist, psychiatrist, county or state social service agency, or similar person or agency will be acceptable. The exemption is effective prospectively and also retroactively for the month prior to the presentation of the certificate to Company.

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3.0 LOCAL SERVICES (continued)3.2 Directory Assistance (continued)

3.2.6 Rate

Customers not exempted in Section 3.2.5 will be charged the following rate per call.

	<u>Min.</u>	<u>Max.</u>
Local or Long Distance		
Directory Assistance	\$.75	\$4.00

3.3 Directory Listing Service

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for optional listing services, subject to availability, at the rates following

3.3.1 Non-Published Listing

A non-published listing is not listed in either the alphabetical section of the dominant Local Exchange Company's directory or Company directory assistance records and will not be furnished upon request of a calling party. The Company will complete an incoming call to a Customer with a non-published listing only when the calling party places the call by number.

	<u>Min.</u>	<u>Max.</u>
Each Non-Published Listing	\$1.00	\$4.00

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3.0 LOCAL SERVICES (continued)3.3 Directory Listing Service (continued)

3.3.2. Non-Listed Listing

A non-listed listing is not listed in the alphabetical section of the dominant Local Exchange Company's directory, but is maintained on Company directory assistance records and will be furnished upon request of a calling party. In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a non-listed telephone number in the directory shall attach to the Company.

	<u>Min.</u>	<u>Max.</u>
Each Non-Listed Listing	\$1.00	\$4.00

3.4 Nonrecurring Charges

3.4.1 Early Termination Charges

If a Customer terminates service prior to the expiration of the term of the contract without cause, the Customer may be required to pay an early termination charge as set forth in the contract for service.

3.4.2 Third Party Vendor Charges

Customers may also be charged for certain charges incurred by Company (at the Customer's instruction) in obtaining services from third party vendors. At the earliest opportunity, the Customer will be advised of the nature of the charges and the estimated amount of the charges.

3.4.3 Reconnection Fee

	<u>Min.</u>	<u>Max.</u>
Reconnection Fee	\$20.00/line	\$50.00/line

This charge applies to reconnect service after service has been suspended, and is due at the time services are restored.

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3.0 LOCAL SERVICES (Continued)

3.4 Nonrecurring Charges (Continued)

3.4.4 Nonsufficient Funds Charge (NSF Checks)

The NSF check charge shall be \$25.00, or the highest amount permitted by law. This charge applies when a check has been returned by the bank for non-payment.

3.4.5 Trouble Isolation Charge

This charge applies when Company dispatches either its own, or a third-party, technician to a customer premises to test the line from the central office, up to the demarcation point, and the line tests clear (no trouble found in the Company facilities). No Trouble Isolation Charge shall apply if the customer subscribes to an inside wire maintenance plan with Company or trouble is found on the network side of the demarcation point.

	<u>Min.</u>	<u>Max.</u>
Trouble Isolation Charge	\$50.00/line	\$150.00/line

3.4.6 Bill Copies

Residential Customer: \$5.00 per copy*

Additional and alternate bill copies will be available upon a customer's request. An additional bill copy is a secondary copy of the customer's initial bill and an alternate bill copy is an additional bill sent to a different address other than the billing address. Charges for the additional and alternate bill copies are noted above.

*This charge may be waived if the additional bill is a replacement of the original bill which was lost or destroyed.

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3.0 LOCAL SERVICES (Continued)

3.5 Monthly Recurring Charges

3.5.1 Local Exchange Service Rates

	<u>Min.</u>	<u>Max.</u>
Standard business line, per line (Monthly Recurring charge)	\$15.00	\$90.00

3.5.2 PRI T1 / Digital T1

	<u>Min.</u>	<u>Max.</u>
PRI T1, 1-year term	\$1,000.00	\$4,000.00
PRI T1, 2-year term	\$800.00	\$3,600.00
PRI T1, 3-year term	\$600.00	\$3,200.00

Non-recurring Installation Charge per T1 \$250.00 \$1,000.00

4.0 LONG DISTANCE SERVICES

	<u>Min.</u>	<u>Max.</u>
4.1.1 1+ Intrastate Long Distance Service		
Per minute rate	\$.05	\$.20
4.1.2 Toll Free, Intrastate Long Distance Service		
Per minute rate	\$.05	\$.20
Standard Toll Free Number (MRC)	\$1.00	\$4.00

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5.0 PRIVATE LINE DATA SERVICES5.1 Private Line Data Services

Private Line Data Services provides a point-to-point, point-to-multipoint and multipoint-to-multipoint dedicated connection between one or more customer-designated locations and/or the Company. The service may utilize Ethernet interfaces, optical fiber and/or coaxial cable facilities, is scalable from 1 Mbps to 10 Gbps and will be designed and provisioned on an Individual Case Basis (ICB) pursuant to contracts with Customers. All requesting Customers shall have nondiscriminatory access to ICB Services and facilities at nondiscriminatory rates, terms and conditions.

Service is offered at the standard rates listed below and on an ICB basis and is dependent on capital investment requirements associated with the service:

Bandwidth	Recurring Monthly Minimum	Recurring Monthly Maximum
1.5 Mbps	\$1,000	\$1,700
5 Mbps	\$5,000	\$8,500
10 Mbps	\$1,500	\$17,000
20 Mbps	\$20,000	\$34,000
45 Mbps	\$10,000	\$59,600
100 Mbps	\$5,000	\$12,100
1 Gbps	\$12,000	\$27,700

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5.0 PRIVATE LINE DATA SERVICES (continued)

5.2 Service Connection and Related Charges

Nonrecurring charges may apply to Customer requests for connecting, moving, or changing Service. These charges will be determined on an Individual Case Basis (ICB) and will apply in addition to any other scheduled rates and charges that otherwise apply under this Tariff.

5.2.1 Charges for the connection, move, or change of Service may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved.

5.2.2 Changes in location of Customer's Service from one premise to another may be treated as new Service connections with the appropriate Service Charges applying.

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6.0 PRICE LIST

6.1 Local and Long-Distance Services Non-Recurring Prices

6.1.1	Directory Assistance - Local or Long Distance	\$1.99
6.1.2	Each Non-Published Listing	\$1.90
6.1.3	Each Non-Listed Listing	\$1.50
6.1.4	Reconnection Fee	\$35.00
6.1.5	Nonsufficient Funds Charge	\$25.00
6.1.6	Trouble Isolation Charge	\$95.00
6.1.7	Bill Copies	\$5.00

6.2 Local Exchange Services

Monthly Recurring Charge for Local Exchange Service \$30.00

PRI T1 / Digital T1

PRI T1, 3-year term	\$3,900.00
PRI T1, 2-year term	\$3,200.00
PRI T1, 1-year term	\$2,700.00

6.3 Long Distance Services

6.3.1	1+ Intrastate Long Distance Service per minute	\$0.07
6.3.2	Toll Free, Intrastate Long Distance Service	\$0.07
6.3.3	Standard Toll Free Number (MRC)	\$2.00

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6.0 PRICE LIST (continued)

6.4 Private Line Data Services

Service is offered on an ICB basis and is dependent on the capital investment requirement associated with the service. All requesting Customers shall have nondiscriminatory access to ICB Services and facilities at nondiscriminatory rates, terms and conditions. While TeleQuality has provided maximum and minimum rates in Section 5.1, prices for private line services with Customers are set by contract and vary based on the capital investment required.

Service may be offered through the Universal Service Fund Rural Health Care Program and when applicable, the Company will submit confidential cost data to the Commission supporting rates for such services pursuant to 47 C.F.R. §54.607(b).

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**ADMINISTRATIVELY
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