

TDS LONG DISTANCE CORPORATION
d/b/a TDS TELECOM
State of Missouri

Message Toll Tariff No. 2
Title Sheet
Original Sheet 1

TITLE SHEET

INTEREXCHANGE TELECOMMUNICATIONS RESELLER TARIFF

OF

TDS Long Distance Corporation, d/b/a TDS TELECOM
525 Junction Rd.
Madison, WI 53717
Telephone: (608) 664-4000

This tariff contains the description, regulations, and rates applicable to the furnishing of services and facilities for telecommunications services provided by **TDS Long Distance Corporation** with principal offices at the above location. This tariff is on file with the Missouri Public Service Commission and copies may be inspected during normal business hours at the Carrier's principal place of business.

Issued: November 19, 2014

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TDS TELECOM
525 Junction Rd.
Madison, WI 53717

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GENERAL TARIFF INFORMATION

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GENERAL TARIFF INFORMATION

SYMBOLS

The following are the only symbols used for the purposes indicated below:

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

In addition to symbols for changes, each provision or rate element changed will contain a vertical line, which will clearly show the exact number of lines being changed.

GENERAL TARIFF INFORMATION

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 4 cancels the 3rd revised Page 4.
- C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1.
 - 2.1.A.
 - 2.1.A. (1)
 - 2.1.A. (1).a

TDS LONG DISTANCE CORPORATION
d/b/a TDS TELECOM
State of Missouri

Message Toll Tariff No. 2
Section 1
Original Sheet 4

GENERAL TARIFF INFORMATION

APPLICABILITY OF TARIFF

This tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and all effective rates and charges applicable to the furnishing of message telecommunications services of the Carrier within the State of Missouri.

ACCESSIBILITY OF TARIFF

This tariff is available at the Carrier's principal place of business:

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GENERAL TARIFF INFORMATION

TERMS AND ABBREVIATIONS

"Access" as used in this tariff, mean an arrangement, which connects the Customer's, or Subscriber's telecommunications service to the Underlying Carrier's designated point of presence or network switching center.

"Business Customer" means a customer who is subscribed to business services of the local exchange carrier.

"Commission" means the Missouri Public Service Commission.

"Carrier" means the Reseller referred to on the title page of this tariff, unless otherwise indicated by the context.

"Customer" means any person, partnership, cooperative corporation, corporation, or lawful entity provided service from an entity reselling intrastate telecommunications services.

"Exchange" means a geographic area established and approved by the Commission for the administration of local telephone service in a specified area which usually embraces a city, town, or village and its environs. It may consist of one or more central offices together with associated plant used in furnishing communication service in that area.

"IXC" means interexchange carrier or interexchange company, which is a carrier, or company authorized by the Commission to provide long distance communications services, but not local exchange services, within the state.

"Intrastate call" means any call which is originated and terminated within the boundaries of the State of Wyoming, regardless of whether such call crosses state boundaries prior to reaching its termination point.

"LEC" means a local exchange company, which is a company authorized by the Commission to provide local exchange service within the state.

"Large Business Customer" means a business customer who subscribes to four or more access lines.

GENERAL TARIFF INFORMATION

TERMS AND ABBREVIATIONS

"Reseller" means a Company offering message telecommunications services to the public through the use of the facilities of an underlying carrier or a combination of its own facilities and the facilities of an underlying carrier for resale to the public for profit. A Customer who offers the service(s) it obtains from a Reseller to the public for profit shall also be deemed a Reseller.

"Small Business Customer" means a business customer who is subscribing to one to three access lines.

"Underlying Carrier" means the provider of telecommunications services whose network is being utilized to transmit and receive the Customer's telecommunications traffic.

"Vacation Service" means the same as specified in the Customer's local service provider's tariff.

RULES AND REGULATIONS

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RULES AND REGULATIONS

2.1 UNDERTAKING OF CARRIER

2.1.1 Carrier provides long distance message telecommunications service to customers within the state under the terms and conditions of this tariff.

2.1.2 The Carrier's services are provided on a monthly basis, 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/or equipment and subject to the provisions of this tariff.

2.2.2 Carrier reserves the right to discontinue or limit services when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.3 Carrier does not undertake to transmit messages, and will not be liable for errors in transmission or for failure to establish connections.

2.3 USE OF SERVICE

2.3.1 Service is provided for use by the Customer and may be used by others, when so authorized by the Customer, provided it does not affect the Customer's responsibility for all payments required under this Tariff.

2.3.2 Service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of the law, or if the Carrier receives other evidence that such service is or will be used for such purposes.

RULES AND REGULATIONS

2.4 LIABILITIES OF THE CARRIER

- 2.4.1 The Carrier's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in transmission which occur in the course of furnishing service(s) or facilities in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 The Carrier shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Carrier, by any malfunction of any service or facility provided by an underlying carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Carrier's direct control.
- 2.4.3 The Carrier will make no refund of overpayment by a Customer unless the claim for overpayment, together with proper evidence, is submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the Carrier can be produced which would justify a credit beyond one year.
- 2.4.4 The Carrier shall not be liable for any claim, loss, or refund as a result of loss or theft of Customer-specific identifying codes issued for use with the Carrier's services.
- 2.4.5 The Carrier shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service(s), which is not the direct result of the Carrier's negligence.

RULES AND REGULATIONS

2.5 DEPOSITS AND INTEREST

- 2.5.1 The Carrier may, in order to safeguard its interest, require an applicant or a customer to deposit a sum up to an amount equal to twice the estimated average monthly charge for services offered herein; such deposit to be held by the Carrier as a guarantee of the payment of charges provided for herein. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Carrier's regulations as to advance payments and the prompt payment of bills on presentation. At such time as the service is terminated, the amount of the deposit is credited to the customer's account and any credit balance, which may remain, is refunded. At the option of the Carrier such a deposit may be refunded or credited to the customer at any time prior to termination of the service.
- 2.5.2 In case of a cash deposit, for the period the deposit is held by the Carrier, the customer will receive simple interest at the rate established by the state.

RULES AND REGULATIONS

2.6 BILLING AND BILLING DISPUTES

- 2.6.1 Billing to Customers will be scheduled monthly. Recurring fixed charges are billed monthly in advance. A bill will be considered rendered to the Customer when deposited in the United States mail with postage prepaid. If the delivery is by other than United States mail, the bill will be considered rendered when delivered to the last known address of the party responsible for payment.
- 2.6.2 The Customer is responsible for payment of all charges for services furnished to the Customer or its joint or authorized users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.
- 2.6.3 Payment is due by the date printed on the bill. Payments are sent to the address listed on the bill.
- 2.6.4 If a Customer's bill is not paid by the due date printed on the bill, the Carrier may impose a late charge on past due amounts at the maximum lawful rate under applicable state law.
- 2.6.5 In the event of a dispute concerning an invoice, the Customer must pay a sum equal to the amount of the undisputed portion of the bill. The Customer must notify the LEC business office of the disputed portion in writing within 3 months from the date the invoice was rendered or such invoice would be deemed to be correct and binding on the Customer.
- 2.6.6 In the event suit is brought or an attorney is retained by the Carrier to enforce the terms of this Tariff, the Carrier shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

RULES AND REGULATIONS

2.7 TAXES

- 2.7.1 All stated charges in this tariff are computed by the Carrier exclusive of any federal, state, or local use, excise, gross receipts, sales or privileges taxes, duties fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Carrier or its Customer.
- 2.7.2 The Customer is responsible for payment of any sales, use, gross receipts, excise or other local, state and federal taxes, charges or assessments, however designated (excluding taxes on the Carrier's net income) imposed on or based upon the provision, sale or use of the Carrier's services.
- 2.7.3 All state and local sales taxes are listed as separate line items on the Customer's bill.
- 2.7.4 Other taxes, charges and regulatory assessment shall be identified in the aggregate on the Customer's bill.

2.8 PAYMENT FOR SERVICE

- 2.8.1 All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a LEC, credit card company, or other billing service. The terms and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the LEC's local exchange service tariff shall apply to charges of the Carrier when the LEC serves as the billing agent for the Carrier or buys the Carrier's accounts receivables. Terms of payment shall be according to the rules and regulations of the agency, but must comply with the Commission's rules and regulations.
- 2.8.2 Adjustments to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

RULES AND REGULATIONS

2.9 RETURNED CHECK CHARGE

2.9.1 If a check offered by a Customer for payment of service provided is dishonored, a returned check charge may be applied in the amount not to exceed the maximum amount allowed under the state law.

2.10 CANCELLATION OF SERVICE BY CUSTOMER

2.10.1 A Customer may cancel service by providing written or verbal notice to the Carrier or its agents.

2.11 DENIAL OR CANCELLATION OF SERVICE BY THE CARRIER

2.11.1 Carrier, upon written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- (A) Non-payment of any sum due to Carrier for service;
- (B) A violation of any regulation governing the service under this tariff;
- (C) A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- (D) Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

2.11.2 The notice shall contain the reason(s) for denial or termination of service.

2.11.3 The Carrier shall not be required to give the written notice provided for situations where the Carrier has evidence of fraudulent or illegal use of the Carrier's services.

2.11.4 The discontinuance of service by the Carrier pursuant to this Section does not relieve the Customer of any obligations to pay the Carrier for charges due and owing for service(s) furnished up to the time of discontinuance.

RULES AND REGULATIONS

2.12 REFUNDS OR CREDITS FOR INTERRUPTION OF SERVICE

- 2.12.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.
- 2.12.2 Service credits issued in any month will not exceed the customer's total monthly recurring charges for the affected service(s). Service credits issued in any contract year will not exceed twenty percent (20%) of the customer's total monthly recurring charges for all service(s) invoiced during the contract year.

GENERAL SERVICE AND RATE INFORMATION

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GENERAL SERVICE AND RATE INFORMATION

3.1 **GENERAL**

3.1.1 Intrastate services are offered in conjunction with interstate services.

3.2 **PROMOTIONAL OFFERINGS**

3.2.1 The Carrier may from time to time engage in promotional trial service offerings of limited duration, designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Such promotional offerings will be limited to specific dates, times, and locations. Except for the rates charged under such promotions, all other terms and conditions of service contained in this tariff will apply to the Carrier's promotional service offerings.

DESCRIPTION OF SERVICES, RATES, AND CHARGES

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DESCRIPTION OF SERVICES, RATES, AND CHARGES

4.6 PRIVATE LINE SERVICES

Private Line Service provides dedicated circuits which connect distant locations on the Carrier's network. These are non-switched point-to-point services over fully dedicated lines at fixed monthly rates. Facilities are offered in numerous configurations to meet the particular transmission needs of the subscriber.

4.6.1 Dedicated MPLS-VPN Service

A. General

Dedicated MPLS-VPN Service is a packet-switched network that provides a point-to-point or multi-point service arrangement for customers requiring special high bandwidth data applications. This service is offered with various transport speeds ranging from 1.5 Mbps to 1 Gbps from one customer premise location to another customer premise location or multiple locations within the state.

B. Conditions and Limitations

1. The service is offered subject to the availability of central office equipment and appropriate outside plant facilities. The service may not be available to all customers and/or at all speeds due to loop length, line conditioning and/or facility availability.
2. Customers must subscribe to this service for a minimum of twelve months.
3. Rates are based on term agreements. The rates are in effect from the time the service is installed until the end of the term agreement period. Upon expiration of the term agreement period, the customer may keep the same term agreement period or select a new term agreement period. Whichever term agreement the customer chooses, the rates for that term agreement will be at the rates in effect at that time.
4. Rates will not be increased by the Company until the term agreement period expires.

DESCRIPTION OF SERVICES, RATES, AND CHARGES

4.6 **PRIVATE LINE SERVICES** (Continued)

4.6.2 **Dedicated MPLS-VPN Service** (Continued)

B. Conditions and Limitations (Continued)

5. If the service is canceled by the customer prior to the completion of the term agreement period, the customer will be obligated to pay a termination charge. The applicable termination charge will be equal to the number of months remaining in the term agreement period times the monthly rate provided under the term agreement. Termination charges will not apply, if the customer replaces the service with comparable service and a term length that is equal to or greater than the original term agreement period.
6. If the applicant requests a different type of construction, equipment or facilities other than what is normally provided, the applicant may be assessed the costs of such arrangement.

DESCRIPTION OF SERVICES, RATES, AND CHARGES

4.6 **PRIVATE LINE SERVICES** (Continued)

4.6.1 **Dedicated MPLS-VPN Service** (Continued)

C. Rates and Charges

1. Port Charges

MPLS VPN Port Speed	36 Month Contract	24 Month Contract	12 Month Contract
T1 (1.5M)	\$300.00	\$400.00	\$600.00
3M Mmb	\$450.00	\$550.00	\$750.00
4.5M Mmb	\$600.00	\$750.00	\$1,000.00
6M Mmb	\$750.00	\$900.00	\$1,150.00
9M Mmb	\$1,000.00	\$1,200.00	\$1,500.00
12M Mmb	\$1,250.00	\$1,450.00	\$1,750.00
6M FDS3	\$1,250.00	\$1,450.00	\$1,750.00
9M FDS3	\$1,350.00	\$1,550.00	\$1,850.00
12M FDS3	\$1,450.00	\$1,650.00	\$1,950.00
15M FDS3	\$1,550.00	\$1,750.00	\$2,050.00
18M FDS3	\$1,650.00	\$1,850.00	\$2,150.00
22M FDS3	\$1,750.00	\$1,950.00	\$2,250.00
25M FDS3	\$1,850.00	\$2,050.00	\$2,350.00
28M FDS3	\$1,950.00	\$2,150.00	\$2,450.00
31M FDS3	\$2,050.00	\$2,250.00	\$2,550.00
34M FDS3	\$2,150.00	\$2,350.00	\$2,650.00
DS3 (45M)	\$2,250.00	\$2,450.00	\$2,750.00
50 Mbps Frac OC3	\$3,500.00	\$3,750.00	\$4,100.00
100 Mbps Frac OC3	\$5,000.00	\$5,250.00	\$5,600.00
OC3 (155M)	\$5,500.00	\$6,000.00	\$6,600.00
10M Ethernet	\$900.00	\$1,100.00	\$1,400.00
50M Frac FastE	\$2,700.00	\$3,200.00	\$3,800.00
FastE (100M)	\$3,500.00	\$4,100.00	\$4,800.00
GigE	\$20,000.00	\$23,000.00	\$27,000.00

2. Transport Charges

Transport Charges will be based on individual arrangements that are dependent upon speed, distance, facilities required, and term of contract.

3. Administrative Charges

	<u>Non-Recurring Charge</u>
a. Changes	\$500.00
b. Early Termination Fee	\$1,000.00

¹ Non-Recurring Charges will be waived when customers sign a 36 Month Contract.

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DESCRIPTION OF SERVICES, RATES, AND CHARGES

4.6 **PRIVATE LINE SERVICES** (Continued)

4.6.1 **Dedicated MPLS-VPN Service** (Continued)

C. Rates and Charges (Continued)

4. Burstable Bandwidth Charges

Burstable Bandwidth allows the customer to temporarily exceed the fixed capacity availability during periods of high demand.

- a. Burstable Bandwidth is available to fractional DS3 and OC3 customers.
- b. The minimum fixed usage for a fractional DS3 is 13 Mbps with a maximum burst to 45 Mbps.
- c. The minimum fixed usage for a fractional OC3 is 46 Mbps with a maximum burst to 155 Mbps.
- d. Additional usage based bandwidth for fractional DS3's and OC3's will be assessed per Mbps.

MPLS VPN Port Speed	36 Month Contract	24 Month Contract	12 Month Contract
Fractional DS3 (Per Mo.)	\$1,170.00	\$1,250.00	\$1,350.00
Fractional DS3 – Add'l Bandwidth (per Mbps)	\$30.00	\$35.00	\$40.00
Fractional OC3 (Per Mo.)	\$2,500.00	\$3,000.00	\$3,500.00
Fractional OC3 – Add'l Bandwidth (per Mbps)	\$25.00	\$30.00	\$35.00
Greater than OC3	ICB	ICB	ICB

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DESCRIPTION OF SERVICES, RATES, AND CHARGES

4.6 **PRIVATE LINE SERVICES** (Continued)

4.6.1 **Dedicated MPLS-VPN Service** (Continued)

C. Rates and Charges (Continued)

5. Installation Charges

MPLS VPN Port Speed	Installation Charge
T1 (1.5M)	\$1,000.00
3M Mmb	\$2,000.00
4.5M Mmb	\$2,000.00
6M Mmb	\$2,000.00
9M Mmb	\$2,000.00
12M Mmb	\$2,000.00
6M FDS3	\$6,000.00
9M FDS3	\$6,000.00
12M FDS3	\$6,000.00
15M FDS3	\$6,000.00
18M FDS3	\$6,000.00
22M FDS3	\$6,000.00
25 M FDS3	\$6,000.00
28M FDS3	\$6,000.00
31M FDS3	\$6,000.00
34M FDS3	\$6,000.00
DS3 (45M)	\$6,000.00
50 Mbps Frac OC3	\$12,000.00
100 Mbps Frac OC3	\$12,000.00
OC3 (155M)	\$12,000.00
10M Ethernet	\$6,000.00
50M Frac FastE	\$12,000.00
FastE (100M)	\$12,000.00
GigE	\$24,000.00