

Astro Telecommunications LLC

LOCAL and LONG DISTANCE TELECOMMUNICATIONS SERVICES

Regulations and rates applying to telecommunications service within the State of Texas. This is on file with the Public Service Commission of Texas; copies may be inspected, during normal business hours, at the Company's principal place of business, 3535 Travis Street, Suite 118, Dallas TX 75204. This complies with Public Service Commission of Texas rules and Texas statutes applicable to the Company.

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CHECK SHEET

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

<u>Revision</u>	<u>Sheet</u>	<u>Date</u>
Original	1	3-1-2015
Original	2	3-1-2015
Original	3	3-1-2015
Original	4	3-1-2015
Original	5	3-1-2015
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Original	23	3-1-2015
Original	24	3-1-2015

SECTION 1 – Definitions

Astro Telecommunications LLC: or Astro Telco, or AstroTel

Account - Either a Customer's physical location or individual Service represented by a unique account number within the Billing Hierarchy. Multiple Services each with a unique account number may be part of one physical location.

Alternative Local Exchange Carrier ("ALEC") or Competitive Local Exchange Carrier ("CLEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

Application for Service –The AstroTel order process that includes technical, billing and other descriptive information provided by the Customer that allows AstroTel to provide requested communications Services for the Customer and Customer's Authorized Users. Upon acceptance by AstroTel, the Application for Service becomes a binding contract between the Customer and AstroTel for the provision and acceptance of Services.

Authorization Code -A multi-digit code that enables a Customer to access AstroTel's network and enables ASTROTEL to identify the Customer's use for proper billing. Also called a Personal Identification Code or PIN.

Authorized User - A person, firm, or corporation, who is authorized by the Customer to be connected to the Service of the Customer.

Billing Hierarchy - Allows Customers to combine multiple accounts and Services into a single billing structure. Business Customers can choose whether to have all Services invoiced together, invoiced separately, or in any combination thereof. In addition, the Business Customer may specify where the invoices are to be sent and who is to receive them.

Business Hours - The phrase "business hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

Business Office - The phrase "business office" means the primary location where the business operations of Astro Telecommunications LLC, (Astro Telco, AstroTel), are performed and where a copy of AstroTel's tariff is made available for public inspection. The address of the business office is 3535 Travis Street, Suite 118, Dallas TX 75204.

Called Station - The terminating point of a call (i.e., the called number).

Calling Station - The originating point of a call (i.e., the calling number).

Calling Area - A specific geographic area so designated for the purpose of applying a specified rate structure.

Carrier - The term "Carrier" means AstroTel Telecom.

Central Office - A Local Exchange Carrier's office where a Customer's lines are terminated for the purpose of offering local telephone service and to connect with interexchange carriers.

Competitive Local Exchange Carrier ("CLEC") or Alternative Local Exchange Carrier ("ALEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

Commission – Public Service Commission of Texas (PUC of Texas)

SECTION 1 – Definitions (Continued)

Company -The term “Company” means AstroTel Communications or AstroTel.

Customer - The person, firm, company, corporation, or other entity, having a communications requirement of its own that is responsible for the payment of charges and for compliance with this Tariff. See “End User”.

Customer-Provided Equipment (CPE)-Telecommunications equipment provided by a Customer used to originate calls using AstroTel’s service located at the originating location.

Day - The term “day” means 8:00 A.M. to, but not including, 5:00 P.M. local time at the originating city, Monday through Friday, excluding Company specific holidays. Delinquent or Delinquency -An account for which payment has not been made in full on or before the last day for timely payment.

Digital Transmission - Information transmitted in the form of digitally encoded signals.

End User -The ultimate user of the telecommunications services and who orders service and is responsible for payment of charges due in compliance with the Company’s price list regulations. See “Customer”.

Exchange Area - A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified area where individual telephone exchange companies hold themselves out to provide communications services.

Facility (or Facilities) - Any item or items of communications plant or equipment used to provide or connect to AstroTel Services.

FCC - Federal Communications Commission

Holiday - The term “holiday” means 8:00 A.M. to, but not including, 11:00 P.M. local time at the originating city on all Company-specific holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Incumbent Local Exchange Carrier (“ILEC”) or Local Exchange Carrier (“LEC”) - is any local exchange carrier that was as of February 8, 1996 deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. 69.601(b) of the FCC’s regulations.

Incomplete Call - Any call where voice transmission between the calling party and the called station is not established (i.e., busy, no answer, etc.).

Interexchange Carrier (IXC) -A common carrier that provides long distance domestic and international communication services to the public.

Local Access Transport Area (“LATA”) -The phrase “Local Access Transport Area” means a geographical area established by the U.S. District Court for the District of Columbia in United States v. Western Electric Co., Inc., 552 F. Supp. 131 (D.D.C. 1982), within which a local exchange company provides communication services.

Local Exchange Company (LEC) - A company that furnishes local exchange telephone services.

SECTION 1 – Definitions (Continued)

Local Exchange Service - is an arrangement which connects the End User's location to the LEC's network switching center, thereby allowing End User to transmit and receive local calls within the End User's local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commission, then defined in the LEC's State Tariffs.

Location - A physical premise to or from which AstroTel provides Service.

NXX - The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

Night/Weekend - The words "night/weekend" mean 11:00 P.M. to, but not including, 8:00 A.M. local time in the originating city, all day on Saturday, and all day Sunday, except from 5:00 P.M. to, but not including, 11:00 P.M.

Non-Business Hours - The phrase "non-business hours" means the time period after 5:00 P.M. and before 8:00 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.

NPA - An area code, otherwise called Numbering Plan Area (NPA).

Other Common Carrier - The term "other common carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications services.

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.).

Primary Interexchange Carrier (PIC) - The interexchange carrier to which a switched access line is presubscribed.

Regular Billing - A standard bill sent in the normal monthly AstroTel billing cycle. This billing consists of one bill for each account assigned to the Customer with explanatory detail showing the derivation of the charges.

Residential Service - The phrase "residential service" means telecommunication services used primarily as non-business service.

Services - AstroTel's regulated common carrier communications services provided under this Tariff.

Subscriber - The term "Customer" is synonymous with the term "subscriber".

Switch - The term "switch" denotes an electronic device that is used to provide circuit sharing, routing, and control.

Timely Payment - A payment on a Customer's account made on or before the due date.

Underlying Carrier - A provider of interstate and intraLATA telecommunications services from whom AstroTel acquires services that it resells to Customers.

VoIP – Voice over Internet Protocol is a methodology and group of technologies for the delivery of voice communications and multimedia sessions over Internet Protocol (IP) networks, such as the Internet. Other terms commonly associated with VoIP are IP telephony, Internet telephony, broadband telephony, and broadband phone service

SECTION 2

2.1 UNDERTAKING OF Astro Telecommunications LLC

2.1.1 AstroTel undertakes to provide local and long distance telecommunications services within the State of Texas on the terms and conditions and at the rates and charges specified herein.

2.1.2 AstroTel Communication Services provided hereunder are in accordance with the terms and conditions set forth under this Tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer to allow connection of a Customer's location to the AstroTel network. The Customer shall be responsible for all charges due for such service arrangements.

2.1.3 AstroTel's Services are available twenty-four (24) hours per day, seven (7) days per week.

2.2 USE OF SERVICE

2.2.1 Services provided under this Tariff may be used only for the transmission of communications in a manner consistent with the terms of this Tariff and regulations of the Federal Communications Commission.

2.2.2 Services provided under this Tariff shall not be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used in violation of the law.

2.3 LIMITATIONS

2.3.1 Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this Tariff. The obligation of AstroTel to provide Service is dependent upon its ability to procure, facilities that are required to meet the Customer's order for Service. AstroTel will make all reasonable efforts to secure the necessary facilities.

2.3.2 AstroTel reserve the right to limit or to allocate the use of existing facilities, or to additional facilities offered by AstroTel, when necessary because of lack of facilities, relevant resources, or due to causes beyond AstroTels control. In addition, AstroTel reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Tariff.

2.3.3 AstroTel does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.

2.3.4 AstroTel reserves the right to refuse service to Customers due to insufficient or invalid charging information.

2.3.5 AstroTel may block calls that are made to certain cities or central office exchanges, or use certain Authorization Codes as AstroTel, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Service.

2.3.6 AstroTel will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. AstroTel may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer. AstroTel shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, AstroTel will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the least inconvenience, otherwise, scheduled maintenance will occur between the hours of 2:00am and 5:00am EST/EDT as applicable. When AstroTel is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

2.4 LIABILITIES OF ASTRO TELECOMMUNICATIONS LLC

2.4.1 AstroTel's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the subscribers, commences upon activation of service; In no event does AstroTel's liability exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days. Credit will be calculated pursuant to Section 2.9 of this Tariff.

2.4.2 When the facilities of other carriers are used in establishing connections to points, AstroTel is not liable for any act or omission of the other carrier(s). The Customer will indemnify and save harmless AstroTel from any third-party claims for such damages referred to in Section 2.4.1.

2.4.3 In no event will AstroTel be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. AstroTel will not be liable for claims or damages resulting from or caused by: (i) Customer's fault, negligence or failure to perform Customer's responsibilities; (ii) claims against Customer by another party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.

2.4.4 AstroTel does not guarantee or make any warranty with respect to any equipment provided by it or leased on the Customer's behalf where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold AstroTel harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.

2.4.5 AstroTel is not liable for any defacement of or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by AstroTel on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of AstroTel negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of AstroTel without written authorization. The Customer will indemnify and save harmless AstroTel from any claims of the owner of the Customer's premises or other third party claims for such damages.

2.4.6 AstroTel and Customer shall be excused from performance under this Tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, lockouts or work stoppages or other labor difficulties, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures which may create a force majeure condition for the other party.

2.4.7 AstroTel is not liable for any damages, including toll charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the AstroTel network.

2.4.8 Where there is a connection via Customer-provided terminal equipment or Customer-provided communications systems, the point of demarcation shall be defined as the AstroTel facility that provides interconnection. AstroTel shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.

2.4.9 AstroTel will not be responsible if any changes in its service cause hardware or software not provided by AstroTel to become obsolete require modification or alternation, or otherwise affect the performance of such hardware or software.

2.4.10 The Company shall use reasonable efforts to make services available by the estimated service date. The Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by our vendor(s), and any delays due to any LEC where the Company is relying solely upon such LEC to meet such estimated due date which is beyond the Company's control.

2.4.11 With respect to the services, materials and equipment provided hereunder, AstroTel makes no promises, agreements, understandings, representations or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.

2.4.12 For errors or omissions in listings in alphabetical telephone directories and information records furnished without additional charge, the Company shall have no liability. Subject to the provision of Section 2.4 of this Tariff, the Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), or in information records, an amount within the following limits:

- i. For listings in alphabetical telephone directories furnished at additional charge, as set forth herein, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
- ii. For listings in the information records furnished at additional charge, as set forth herein, an amount not in excess of the charge for the listing during the period of omission or error.

2.5 RESPONSIBILITY OF THE CUSTOMER

2.5.1 The Customer must initiate a service order pursuant to Section 2.6 of this Tariff.

2.5.2 The Customer may not, nor may the Customer permit others to, arrange, disconnect, remove, and attempt to repair, or otherwise interfere with any of the facilities or equipment installed by AstroTel, except upon the written consent of AstroTel. The equipment AstroTel provides or installs at the Customer premises for use in connection with the service AstroTel offers shall not be used for any purpose other than for which it was provided.

2.5.3 The Customer shall ensure that the equipment and/or system is properly interfaced with AstroTel facilities or service. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, AstroTel will permit such equipment to be connected with its channels without the use of protective interface devices.

2.5.4 The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using AstroTel service. The Customer shall be responsible for payment of all applicable charges for services provided by AstroTel and charged to the Customer's accounts, even where those calls are originated by fraudulent means either from Customer's premises or from remote locations.

2.5.5 AstroTel shall be indemnified and held harmless by the Customer against claims of liable, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over AstroTel's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, AstroTel's apparatus and systems

of the Customer; against all other claims arising out of any act or omission of the member in connection with AstroTel 's service. The Customer shall be liable for:

2.5.5. A. Loss due to theft, fire, flood, or other destruction of AstroTel's equipment or facilities on Customer's premises.

2.5.5. B. Reimbursing AstroTel for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents or contractors.

2.5.5. C. Charges incurred with interconnect or local operating companies for service or service calls made to the Customer's premises or on the Customer's leased or owned telephonic equipment unless AstroTel specifically authorizes said visit or repairs in advance of the occurrence and AstroTel agrees in advance to accept the liability for said repairs or visit.

2.5.5. D. Payment for all AstroTel service charges incurred through AstroTel or direct action on the part of the Customer.

2.5.6 The Customer may be required to verify in writing that it is duly authorized to order service at all locations designated by the Customer for service, and assumes financial responsibility for all locations designated by the Customer to receive AstroTel's services. If the verification (i.e., a letter of authorization) cannot be produced within five (5) calendar days of the request, the presubscription of the Customer's locations are considered unauthorized.

2.5.7 The Customer shall not use the AstroTel name, logo or trademark in any promotional materials, contracts, Tariffs, service bills, etc., without expressed written authorization from AstroTel. The Customer shall not use the AstroTel name, logo or trademark in any pre-sale activities. The Customer is prohibited from using AstroTel's name or trademark on any of the Customer's products or services.

2.5.8 Customer may not assign or transfer any of its rights or services ordered without the prior written consent of AstroTel. AstroTel may assign any service orders to its parent company or any affiliate. AstroTel will notify Customers of any such assignment.

2.6 APPLICATION OF SERVICE

2.6.1 Applicants wishing to obtain service must initiate a service order which may include the Customer's authorization for AstroTel to instruct other carriers and vendors and the appropriate LEC to provide certain services on the Customer's behalf. AstroTel will obtain the proper authorization from the Customer where necessary, pursuant to Commission regulations. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

2.6.2 An Application for Service may be changed by Customer upon written notice to AstroTel, subject to acceptance and confirmation by AstroTel, provided that a charge shall apply to any change when the request is received by AstroTel after notification by AstroTel of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lesser of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable

installation or non-recurring charges, and (ii) the costs incurred by AstroTel in accommodating each change, less net salvage. The costs incurred by AstroTel will include the direct and indirect cost of facilities specifically provided or used, the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

2.6.3 Where the Customer or applicant cancels an Application for Service prior to the start of installation of service, lease of network elements, or prior to the start of special construction, no charge applies. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by AstroTel shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any. The costs incurred by AstroTel will include the direct and indirect costs of facilities specifically leased, provided or used; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

2.7. ESTABLISHING CREDIT, DEPOSITS AND ADVANCE PAYMENTS

2.7.1 Credit Requirement

2.7.1 A. AstroTel may require an applicant for service to satisfactorily establish credit, pursuant to applicable P.U.C of Texas rules and regulations, but such establishment of credit shall not relieve the end-user from complying with AstroTel's policy regarding the prompt payment of bills.

2.7.1 B. For the purposes of this rule, "applicant" is to be defined as a person who applies for service for the first time or reapplies at a new or existing location after a previous discontinuance of service; "customer" is defined as someone who is currently receiving service.

2.7.2 Reestablishment of Credit

2.7.1 A. Any applicant who previously has been an end-user of AstroTel and whose service has been discontinued for nonpayment of bills shall be required, before service is rendered, to pay all amounts due AstroTel or execute a deferred payment agreement.

2.7.3 Deposits and Interest AstroTel does not require deposits at this time.

2.8 BILLING AND PAYMENT PROCEDURES

2.8.1 A. AstroTel shall render a bill during each billing period to every customer. The billing period shall be monthly. (Minimum billing amount and or minimum, amount to bill)

2.8.1 B. At a minimum, each customer bill rendered by the Company shall clearly state all of the following information:

- 1 the beginning and ending dates of the billing period
- 2 the due date
- 3 any previous balance
- 4 the telephone number for which the bill is rendered
- 5 the amount for basic local exchange service and toll service
- 6 an itemization of all taxes due
- 7 the total amount due
- 8 the statement that rate schedules for basic local exchange service are available and will be mailed by the Company upon request at no cost to the customer
- 9 the address and telephone number of the Company, designating where the customer may initiate an inquiry or informal complaint regarding the bill as rendered or the service provided

2.8.1 C. Not later than 30 days after the completion of an order for new service, AstroTel provides each customer an insert or other written notice which contains an itemized account of the charges for the equipment and service for which the customer has contracted.

2.8.1 D. A customer shall have the right, within 1 billing period of receiving a bill for new services or changed services, to cancel, reduce, or modify a service or a portion thereof.

2.8.1 E. The Customer is responsible for the payment of all charges for facilities and services furnished by AstroTel to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

2.8.2 For billing of monthly charges, service is considered to be established upon the day in which AstroTel notifies the Customer of installation and testing of the Customer's services.

2.8.3 AstroTel usage charges will be billed monthly in arrears. Customer will be billed for all AstroTel usage accrued beginning immediately upon access to the service. Customers will be billed for AstroTel usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month. The rates charged to a Customer will be the rate in effect on the first day of the Customer's billing cycle.

2.8.4 Monthly charges for all access service components, provided hereunder, are billed in advance of service and reflect the rates in effect as of the date of the invoice. A Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.

2.8.5 Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of AstroTel or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or certain major credit cards, ACH, or wire transfer. Customer payments are considered prompt when received by AstroTel or its agent by the due date on the bill. Amounts not paid within seventeen (17) days after the mail date of invoice will be considered past due. In the event that a postmark on a customer's Payment received after the due date is not discernible, a three day mailing period will be presumed. If the last calendar day for remittance falls on a Sunday, legal holiday, or other day when the offices of AstroTel are not open to the general public, the final payment date shall be extended through the next business day. If AstroTel becomes concerned at any time about the ability of a Customer to pay its bills, AstroTel may require that the Customer pay its bills and make such payments in cash or the equivalent of cash.

2.8.6 Any disputed charge may be brought to AstroTel's attention by verbal or written notification. In the case of a billing dispute between the Customer and AstroTel that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection. The Customer may request an in-depth investigation into the disputed amount and a review by an AstroTel manager. During the period that the disputed amount is under investigation, AstroTel shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, AstroTel may discontinue service. In the event the dispute is not resolved, AstroTel shall inform the customer that the customer has the option to pursue the matter with the Public Utility Commission of Texas.

2.8.7 The Customer is responsible to pay AstroTel for all toll calls or other third party charges resulting from the origination of calls to points outside the local exchange and for charges or calls billed to the Customer's number.

2.8.8 AstroTel may assess up to a twenty-five dollar (\$35) charge for each returned check or credit card chargeback.

2.8.9 If service is suspended or disconnected by AstroTel in accordance with the provisions of the Tariff and later restored, restoration of service will be subject to all applicable installation charges if service was disconnected or a reconnect fee if service was suspended.

2.8.10 When a customer is unable to pay a charge in full when due, AstroTel shall permit the customer to enter into an initial settlement agreement under which the charge may be paid as mutually agreed by both AstroTel and the customer. A copy of the settlement agreement shall be delivered or mailed to the customer upon request by the customer. Settlement agreements are only set up at the request of the customer. Settlement agreements are intended to function as a short-term solution and will be reviewed and approved on an individual case basis.

SECTION 2.9 INTERRUPTION OF SERVICE

2.9.1 Credit allowance for the interruption of service that is not due to AstroTel's testing, scheduled maintenance or service adjusting, negligence of the Customer or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify AstroTel immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer or end-user shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to AstroTel's facilities. An adjustment or refund shall be made:

A. if the service interruption lasts for more than forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount; and

B. Upon subscriber oral or written request, if the service interruption lasts twenty-four (24) to forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount.

2.9.2 For purposes of credit computation, every month shall be considered to have 720 hours.

2.9.3 The Customer shall be credited for an interruption at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

Credit = $A/720 \times B$ "A" -outage time in hours "B" -total monthly charge for affected facility If written notice of a dispute as to charges is not received by the Company within 180 days of the date a bill is issued, such charges shall be deemed to be correct and binding on the Customer.

2.10 RESTORATION OF SERVICE

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.11 DISCONNECTION OF SERVICE BY CUSTOMER

2.11.1 By giving notice, Customer may disconnect service at any time following its minimum service requirement(s).

2.11.2 The Customer will be responsible for all charges until the disconnect is effected. For non-usage sensitive AstroTel charges, Customer will be liable for the entire monthly recurring charge during the month Customer's service terminates. If the Customer disconnects service prior to the end of a term plan, the termination liabilities associated with the term plan will apply.

2.12 CANCELLATION FOR CAUSE

2.12.1 The Company may shut off service or cancel an application for service, pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:

- A. Nonpayment of a delinquent account for basic local exchange service.
- B. Nonpayment of a delinquent account with a delinquent balance of \$150 or more for basic local exchange service and toll service in the name of the customer.
- C. Maintaining a delinquent balance of \$125 or more for three consecutive months for basic local exchange service and toll service.
- D. Unauthorized tampering or interference with facilities and equipment owned by a provider of basic local exchange service that is situated on or about the customer's premises.
- E. Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purpose of inspection, maintenance, or replacement.
- F. Misrepresentation of the customer's identity for the purpose of obtaining basic local exchange service.
- G. A violation of a tariff provision of the provider of basic local exchange service that is on file with or approved by the P.U. C. of Texas that adversely affects the safety of the customer or other persons or the integrity of the provider's basic local exchange system.

2.12.2 Service may be shut off during normal business hours on or after the date specified in the notice of shutoff. Service shall not be shut off on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

2.12.3 Service shall not be shut off unless written notice by first-class mail or e-mail is sent or delivered to the customer at least 5 days prior to the date of the proposed shutoff. If a shutoff of service is sought for nonpayment of a delinquent account, then a notice of shutoff will not be sent before the time the account becomes delinquent. Service of notice by mail is complete upon mailing, unless proven otherwise by the customer. The Company will maintain an accurate record of the date of mailing. The Company is responsible for the accurate and timely notice of shutoff.

2.12.4 A notice of shutoff of service shall not be issued if a customer has a pending formal complaint before the commission concerning the bill upon which the notice is based.

2.12.5 Basic local exchange service shall not be shut off while a complaint related to the reason for the shutoff is pending.

2.12.6 After basic local exchange service has been shut off to a customer, the Company will restore service promptly, but not later than 1 working day after the customer's request, when the cause for the shutoff of service has been cured or credit

arrangements satisfactory to the Company have been made.

2.12.7 Any payments required for service restoration may be made by the Customer in any reasonable manner. Payment by personal check may be refused by the provider if the customer has tendered payment in this manner and the check has been dishonored during the last 3 years, excluding bank error.

2.12.8 Before restoring service, the Company at its option may require one or more of the following: (a) payment of the total amount due on all of the customer's delinquent and shutoff accounts for basic local exchange service and toll service owed to the Company; (b) an arrangement or settlement agreement requiring the payment of all amounts owed to the Company for basic local exchange service and toll service; (c) payment of an amount provided by tariff for basic local exchange service restoration.

2.12.9 AstroTel Notices of Shutoff shall contain the following information:

- A. the name and the billing address of the customer and, to the extent possible, the address of the service, if different
- B. a clear and concise statement of the reason for the proposed shutoff of service
- C. the date after which service will be subject to Shutoff without further notice unless the customer takes appropriate action
- D. the right of the customer to file a formal complaint with the commission if the dispute cannot be otherwise resolved and a statement that the customer must pay to the provider of basic local exchange service that portion of the bill for basic local exchange service and toll service that is not in dispute within 3 days of the date that the formal complaint is filed
- E. a statement that service will not be shut off pending the resolution of a formal complaint that is filed and prosecuted in conformity with all applicable statutes, rules, regulations, and orders of the commission
- F. the telephone number and address of the Company where the customer may make inquiry or enter into a settlement agreement

2.13 NOTICE AND COMMUNICATION

2.13.1 The Customer shall designate on the Application for Service an address to which AstroTel shall mail or deliver all notices and other communications, except that AstroTel may also designate a separate address to which AstroTel's bills for service shall be mailed, emailed, faxed or a link sent where the customer may pick up their invoice via a web portal.

2.13.2 AstroTel shall designate on the Application for Service an address to which the Customer shall mail or deliver all notices and other communications, except that AstroTel may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.13.3 All notices or other communications required to be given pursuant to this Tariff shall be made in writing to AstroTel 3535 Travis Street, Suite 118, Dallas TX 75204 (844) 278-7876. Notices and other communications of either party, and all bills mailed or electronically delivered by AstroTel, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U. S. Mail or a private delivery service, e-mail address on file, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.13.4 AstroTel or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing or e-billing, by following the procedures for giving notice set forth herein.

2.14 TAXES, SURCHARGES AND UTILITY FEES

2.14.1 Customer is responsible for the payment of all federal, state and local taxes, federal surcharges, utility fees, or other similar fees (i.e., gross receipts tax, sales tax, municipal utilities tax, 911 surcharges or fees,) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff. These charges will appear as separate line items on the Customer's bill and are not included in the rates contained in this Tariff. These shall be added to the Customer's bill for service, an additional charge equal to the pro rata share of any occupation, franchise, business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of AstroTel by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. The charge applicable to each Customer will appear as a separate line item on the Customer's regular monthly bill and shall be determined on a basis equal to the tax levied by each municipal taxing body or municipal authority.

2.15 CUSTOMER BILLING INQUIRES

2.15.1 Any customer who has a question regarding his/her telephone bill may contact AstroTel toll free at (844) 278-7876, or at 3535 Travis Street, Suite 118, Dallas TX 75204.

2.16 CUSTOMER SERVICES

The Company provides VoIP services, including direct-dialed message telecommunications services and Toll Free service to business customers who also subscribe to the Company's Local Telecommunications Services, as described in Tariff P.U.C. Texas No. 1. Each service is offered independently of the other and is offered via AstroTel's facilities, conventional network elements purchased from other local or inter-exchange carriers, or via resale of facilities of other local or inter-exchange carriers for the transmission of one-way or two-way communications, unless otherwise noted. Calls are rated based on the duration of the call. Services are available twenty-four (24) hours a day, seven (7) days a week.

2.17 CHARGES BASED ON DURATION OF USE

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 2.17.1 Calls are measured in duration increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- 2.17.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 2.17.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- 2.17.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 2.17.5 All times refer to local times or GMT times.
- 2.17.6 Rates are not distance sensitive. As such, unless otherwise indicated, mileage bands are not applicable to the services offered.
- 2.17.7 Unless otherwise indicated, rates do not vary depending upon day or the time of day (Day, Evening, and Night/Weekend).
- 2.17.8 Each call is rated and billed in whole cents. Any rated call with a fraction of a cent less than \$0.00499 will be rounded down to the nearest whole cent. Any rated call with a fraction of a cent 0.00500 or greater will be rounded up to the nearest whole cent.

Section 3 Toll Services

3.1 APPLICATION OF CHARGES

3.1.2 This Part applies to Message Toll Services furnished or made available by AstroTel Communications over facilities wholly within or partly within and partly outside the State of Texas, between two or more points within the State of Texas where the respective rate centers of such points also are located in said State.

3.1.3 The General Regulations of the Company apply to Toll Services in addition to the regulations set forth in this Part.

3.2 APPLICATION OF TARIFF

3.2.1 This Part applies to AstroTel Toll Services within the State of Texas where the respective rate centers also are located in Texas.

3.2.2 The General Regulations of the Telephone Company apply to Toll Services, in addition to the regulations included in this Part.

3.3 EXPLANATION OF TERMS

3.3.1 Toll Services - Includes AstroTel Toll Service, Toll Free, Directory Assistance, Operator Services, Long Distance, Prepaid Calling Cards, Calling Cards, and ICB – Individual Contract Basis as defined herein.

3.4 TIMING AND BILLING OF MESSAGES

3.4.1 On station-to-station calls, chargeable time begins when connection is established between the calling telephone and the called telephone.

3.4.2 Chargeable time ends when the connection is terminated at any point, by either party.

3.4.3 Chargeable time does not include time lost because of faults or effects in the service.

3.4.4 Toll Service and Toll Free calls are billed in 60 second increments with a 60 second minimum. All calls are rounded up to the next highest whole minute.

3.4 TIMING AND BILLING OF MESSAGES (Continued)

3.4.5 Operator Services and Calling Card Services are billed in one minute increments with a three minute minimum.

3.4.6 The total charge of a call is rounded up to the nearest cent.

3.4.7 All end-user billing is assumed to be sent via e-mail in PDF format, faxed or a link sent where the customer may pick up their invoice via a web portal, an additional unregulated charge may be assessed for providing a paper bill or other media type.

3.5 CALLING PARTY DISCONNECT REQUIREMENT

3.5.1 The regulations governing the Calling Party Disconnect Requirement are specified elsewhere in the Company's Tariffs.

3.6 CLASS OF SERVICE

3.6.1 Class of Service is determined based upon the type of local service purchased.

3.7 PRODUCT DESCRIPTIONS

3.7.1 AstroTel Toll Service (1+) Service provides customers with the ability to originate calls from access lines preselected to AstroTel or customer initiated dial around to all other stations on the public switched telephone network bearing the designation of any central office exchanges outside the customer's local calling area.

3.7.2 Toll Free Service (8xx) Toll Free Service is an inbound-only service that allows callers located anywhere in the State of Texas to place Toll Free Calls to Customers by dialing an assigned telephone number with an 8XX area code. The Company provides Toll Free Service. Calls may be terminated either to the Customer's local exchange telephone service or dedicated access line.

3.7.3 Directory Assistance Directory Assistance ("DA") is a Service that provides Customers with access to telephone number information. Access is obtained by direct dialing 1 + (Area Code) 555-1212. This does not include Local Directory Assistance

3.7.4 Operator Services Operator Services involve assisting Customers with the placement of telephone calls, including collect calls, calling cards, credit card calls, person-to-person calls, third party calls, and other related operator services as well as the obtaining of related information. The Customer must pay for these calls by credit card at the time service.

3.7.5 Call Packages AstroTel offering that allows a customer to preselect a given number of minutes of AstroTel Service for a monthly recurring charge. Preselected minutes must be used in the month purchased. For purposes of calculating traffic subject to the preselected bundle rates as well as "overage" rates, the Company will not differentiate between domestic intraLATA, interLATA, or interstate toll minutes of use. Call Pack pricing will not apply to international traffic.

3.7.8 ICB Individual Contract Basis In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum AstroTel charges, installation, special construction and recurring charges for the Company's services may be established at negotiated rates on an individual contract basis (ICB), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer.

3.8 RATES AND CHARGES

Rates and Charges are subject to change

3.8.1 AstroTel Toll Service

- i. Switched
- ii. For all customers who have preselected AstroTel for their intraLATA and interLATA long distance provider: Rate per minute \$0.25
- iii. For all customers who have not preselected AstroTel for their intraLATA or interLATA long distance provider: Rate per minute \$0.25
- iv. Dedicated rates are via ICB Only
- v. For all customers who have preselected AstroTel for their and Interstate long distance provider: Rate per minute \$0.25
- vi. International Long Distance rates are based upon the country the call is terminated in.
- vii. Preselected Interexchange Carrier Charge. For Customer that preselects AstroTel Communications as their long distance provider, a \$5.00 per access line charge may apply.

3.8.2 Toll Free Service (8xx)

- i. Switched Monthly Service Charge \$15.00/month
- ii. Rate per Minute may vary from the per minute rate corresponding to AstroTel Toll Service
- iii. A \$5.00 per call surcharge will apply to all calls placed from a payphone.
- iv. Dedicated ICB Only

3.8.3 Directory Assistance Direct Dialed or local by dialing 411 is subject to a \$3.50 per call plus per minute rates and any connection charges incurred from the use of the service.

3.8.4 Operator Services For first minute of use \$5.00 per minute for each additional minute of use \$5.00 per minute.

In addition to the AstroTel charge above, the following operator-assisted charges will apply:

- i. Person-to-Person \$15.50 per call
- ii. Telco Card \$ 7.99 per call
- iii. Credit Card \$ 6.99 per call
- iv. Auto Collect \$ 8.50 per call
- v. Collect \$ 10.50 per call
- vi. Third Party \$ 15.99 per call
- vii. Non-Subscriber Surcharge \$ 3.50 per call

3.8.5 Bill Processing Fee Each customer invoice will include a bill processing charge.

3.8.6 Additional charges apply for services not listed; a price file is available by sending an e-mail request to customercare@astrotelco.com or by accessing our tariff page on our website www.astrotelco.com.

3.8.7 ICB – Individual Contract Based Service Charges as negotiated for volumes and terms.

3.8.8 Rural ILEC/CLEC Surcharge for AstroTel Toll Service and Call Pack – If more than 5% of the MOU originate or terminate to an end user of a non-RBOC/non-Verizon LEC an additional \$0.03 per minute will apply.

3.8.9 Toll Free Service – If more than 5% of the MOU originate to an end user of a non-RBOC/non-Verizon LEC, an additional \$0.03 per minute will.

3.8.10 Short Duration Calls –A short duration call (“SDC”) is defined as a completed call with a call duration of 6 seconds (6) or less. If more than 5% of a customer’s underlying traffic qualifies as SDC then an additional \$0.03 per call will apply.