

**INTRASTATE LOCAL TELEPHONE SERVICE**

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**TITLE SHEET**

**COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICES**

This tariff applies to the Local Competitive Facilities Based Intrastate Telecommunications Service furnished by SQF, LLC (“Company”). This tariff is on file with the Alabama Public Service Commission (“Commission”), and copies may be inspected, during normal business hours, at the Company’s principal place of business.

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**Issued: November 12, 2018**

**Effective: December 14, 2018**

**Issued By:** *Joshua Broder, President*  
*SQF, LLC*  
*16 Middle Street, 4<sup>th</sup> Floor*  
*Portland, ME 04101*

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**CHECK SHEET**

All 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 page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	20	Original
2	Original	21	Original
3	Original	22	Original
4	Original	23	Original
5	Original	24	Original
6	Original	25	Original
7	Original	26	Original
8	Original	27	Original
9	Original	28	Original
10	Original	29	Original
11	Original	30	Original
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		

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**TABLE OF CONTENTS**

TITLE SHEET.....1  
CHECK SHEET.....2  
TABLE OF CONTENTS.....3  
SYMBOLS.....4  
TARIFF FORMAT.....5  
SECTION 1 – DEFINITIONS.....6  
SECTION 2 – RULES AND REGULATIONS.....8  
SECTION 3 – RATES AND SERVICES.....28

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**SYMBOLS**

The following symbols shall be used in this tariff for the purposes indicated below:

- (C) Indicates a change in regulation
- (D) Indicates a deletion
- (I) Indicates an increase in rates
- (L) Indicates moved from previous location
- (N) Indicates new rates or regulations
- (R) Indicates a rate reduction
- (T) Indicates a change in text, but no change in rate or regulation

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**INTRASTATE LOCAL TELEPHONE SERVICE****TARIFF FORMAT**

- A. Sheet Numbering – Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. Sheet Revision Numbers – Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission.
- C. Paragraph Numbering Sequence – There are various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding. For Example:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
- D. 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 (\*). There will be no other symbols used on this sheet if these are the only changes made to it (*i.e.*, the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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## INTRASTATE LOCAL TELEPHONE SERVICE

### SECTION 1 - DEFINITIONS

#### 1.0 Definitions

**Advance Payment:** Part or all of a payment required before the start of service.

**Channel:** A communications path between two or more points of termination.

**Commission:** The Alabama Public Service Commission

**Common Carrier:** An authorized company or entity providing telecommunications services to the public.

**Communications Services:** The Company's competitive telecommunications services. Company, Carrier, Utility, SQF, LLC, the issuer of this tariff.

**Company:** SQF, LLC.

**Customer or Subscriber:** The person, firm or corporation, which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

**Customer Premises:** A location designated by the Customer for the purposes of connecting to Company's services.

**Facilities:** Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., used to provide services offered under this tariff.

**Joint User:** A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

**Network:** Refers to the Company's facilities, equipment, and services provided under this Tariff.

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**SECTION 1 – DEFINITIONS (Cont'd)**

**Service Order:** A written request for Communications Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

**Terminal Equipment:** Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location such as teleprinters, telephone handsets, or data sets.

**User:** Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

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**SECTION 2 – RULES AND REGULATIONS**

**2.0 Undertaking of the Company**

**2.1 Scope**

**2.1.1 Undertaking**

- 2.1.1.A The Company's services are furnished for telecommunications services originating and/or terminating in any area within the State of Alabama.
- 2.1.1.B The Company is a facilities-based provider of telecommunications to Customers for the direct transmission and reception of voice, data, and other types of communications. Services are offered via the Company's facilities (whether owned, leased, or under contract) in combination with resold services provided by other certificated carriers. The Company is responsible under this tariff only for the services and facilities the Company provides hereunder.
- 2.1.1.C The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24), hours per day, seven (7) days per week, subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment, and facilities.
- 2.1.1.D This tariff shall be interpreted and governed by the laws of the State of Alabama.
- 2.1.1.E Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

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2.1.1.F The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right, on sixty (60) days notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

**2.1.2 Shortage of Facilities or Equipment and Other Limitations**

2.1.2.A The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

2.1.2.B The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

**2.1.3 Terms and Conditions**

2.1.3.A Service may be initiated only based on a written agreement between the Company and the Customer. To initiate a service request, the Customer must provide the following information: the Customer's name; an address to which the Company shall provide service; and a billing address (if different). The service application does not itself bind either the Customer to subscribe to the service or the Company to provide the service.

2.1.3.B Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history unless the Customer pays a deposit, and to refuse further service due to late payment or nonpayment by the Customer. Potential customers

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who are denied service must be given the reason for the denial in writing within 10 days of service denial.

**2.1.4 Limitations on Liability**

- 2.1.4.A The company 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 (including services and facilities involved in emergency calling activity) or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.1.4.B The company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other conduct revealed to, transmitted by, or used by the Company under this tariff; or for any act or personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.
- 2.1.4.C The Company shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber, resulting from the furnishing of service, which is not the result of the Company's negligence.

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- 2.1.4.D Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorate charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.
- 2.1.4.E The company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".
- 2.1.4.F The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Company services provided hereunder.
- 2.1.4.G THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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**INTRASTATE LOCAL TELEPHONE SERVICE****2.1.5 Ownership of Facilities**

- 2.1.5.A Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

**2.1.6 Prohibited Uses**

- 2.1.6.A The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- 2.1.6.B The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- 2.1.6.C The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 2.1.6.D A Customer, Joint User, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges-owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply. Additionally, Customer may be liable for termination charges if Customer terminates any contract prior to expiration of its term.

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## INTRASTATE LOCAL TELEPHONE SERVICE

### 2.2 Obligations of the Customer

#### 2.2.1 Customer Premises Provisions

2.2.1.A The Customer shall be responsible for:

- 2.2.1.A.1 Placing any necessary Service Orders; complying with tariff terms and conditions; for assuring that Users comply with tariff regulations; and for payment of charges for calls originated from the Customer's telephone lines;
- 2.2.1.A.2 Arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services;
- 2.2.1.A.3 Maintaining its Terminal Equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at the Customer's premises.

### 2.3 Customer Equipment and Channels

#### 2.3.1 Interconnection of Facilities

2.3.1.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 of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

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- 2.3.1.B Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided Terminal Equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

**2.4 Customer Deposits and Advance Payments****2.4.1 Advance Payments**

- 2.4.1.A The Company reserves the right to require from an applicant for service advance payments for the construction of facilities and furnishing of special equipment. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the Customer's initial bill.
- 2.4.1.B Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

**2.4.2 Deposits**

- 2.4.2.A The Company may, at its sole discretion, require a deposit or usage prepayment as a condition to receiving service or additional service. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.

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- 2.4.2.B In the event the Customer fails to establish a satisfactory credit history, deposits are a form of security that may be required from Customers to ensure payment of bills.
- 2.4.2.C Deposits shall be no greater than one and one-half (1 ½) times the estimated average total monthly bill for all services.
- 2.4.2.D Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest on deposits are payable at the rate of the average 1-year US Treasury bills for September, October, and November of the previous year without deduction for any taxes on such deposits. Interest will not accrue on any deposits after the date on which reasonable effort has been made to return it to the customer.

**2.5 Payment Arrangements****2.5.1 Payment for Service**

- 2.5.1.A The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

## 2.5.1.A.1 Taxes

- 2.5.1.A.1.(a) Appropriate federal, state, local and municipal taxes and surcharges will be charged on Services and are in addition to the rates for Service set forth in this tariff unless otherwise stated.

**2.5.2 Billing and Collection of Charges**

- 2.5.2.A The Customer is responsible for payment of all charges incurred by the Customer for services and facilities furnished to the Customer by the Company. The Company is not responsible for any telephone charges that may be incurred by the Customer in gaining access to the Company's Network.

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- 2.5.2.B Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Service continues to be provided for the minimum service term.
- 2.5.2.C Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.25 percent late payment charge for any unpaid balance. The unpaid balance that is used as the basis for the calculation of the late payment charge shall exclude any previously accrued late payment charges. The late payment date will be prominently displayed on the Customer's bill. Company shall endeavor to credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.
- 2.5.2.D Usage charges and any recurring monthly charges are billed after each billing period. In the event the Company changes its rates, recurring monthly charges affected by such change will be assessed at the new rate for the full billing period during which the new recurring charge rate became effective.
- 2.5.2.E In the event payment is made by personal check and the check is not honored by the institution on which it was drawn, the Company will impose, and the Customer will be required to pay, a \$25.00 fee, where permitted by applicable law, in addition to other remedies available to the Company.
- 2.5.2.F The Company does not offer services to residential customers. In the event that the Company offers services to residential customers in the future, it will comply with the requirements of Alabama State law regarding billing standards and practices for residential customers. In instances where sections of this tariff may conflict with the law or regulations, those regulations will prevail.

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**INTRASTATE LOCAL TELEPHONE SERVICE****2.5.3 Billing Disputes****2.5.3.A General**

2.5.3.A.1 Billing disputes should be addressed to Company's customer service organization via telephone to 1-844-484-5766 during business hours, M-F, excepting Federal holidays, 9:00 AM to 4:59 PM Eastern Time. Messages may be left outside of business hours. Messages left will be returned during the next business day during business hours.

2.5.3.A.2 The undisputed portions of the bill must be paid by the payment due date shown on the bill to avoid assessment of a late payment charge on the undisputed amount under Section 2.5.2.C., preceding.

**2.5.3.B Adjustments or Refunds to the Customer**

2.5.3.B.1 In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.

2.5.3.B.2 In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.

2.5.3.B.3 In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.

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2.5.3.B.4 All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

### 2.5.4 Unresolved Billing Disputes

2.5.4.A In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer can take the following course of action:

2.5.4.A.1 First, the Customer may request and the Company will provide an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

2.5.4.A.2 Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Alabama Public Service Commission  
Utility Services Commission  
100 North Union Street  
Montgomery, AL 36104  
Phone: 1-800-392-8050

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- 2.5.4.A.3 In order to avoid suspension of service and late payment charges, the disputed amount must be paid within fourteen (14) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. The Company will not suspend service prior to the payment due date as shown on the bill. In the event the Customer files a complaint with the Commission, the Company will not suspend service or post late payment charges.

**2.5.5 Discontinuance of Service**

- 2.5.5.A Upon violation of any of the material terms or conditions for furnishing service, the Company shall mail or deliver written notice to the Customer at least ten (10) days prior to the scheduled termination. Written notice shall become invalid thirty (30) days after the date indicated on the notice for termination. The telephone company shall also make at least two (2) attempts at personal notice by telephone at least twenty-four hours prior to termination. However, the inability of the telephone company to perfect personal notice shall not prevent the telephone company from terminating service.

- 2.5.5.A.1 Service may be suspended by written notice for any of the following reasons:
- 2.5.5.A.1.(a) By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service.
  - 2.5.5.A.1.(b) Failure to post a required deposit or guarantee.
  - 2.5.5.A.1.(c) For unlawful use of the service or use of the service for unlawful purposes.

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- 2.5.5.A.1.(d) A violation of, or failure to comply with, any regulation or condition governing the furnishing of service.
- 2.5.5.A.1.(e) If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services.
- 2.5.5.A.1.(f) If the Company provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of Company's services.
- 2.5.5.A.2 However, the Company may suspend service without prior notice if it is based on an occurrence, which endangers the safety of a person or appears likely to prove physically harmful to the service delivery system. At the time of suspension, the Company shall mail a notice of suspension to the Customer's billing address.
- 2.5.5.B Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.5.C Restoration of service
  - 2.5.5.C.1 The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$25.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, the non-recurring fee will apply.

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**INTRASTATE LOCAL TELEPHONE SERVICE****2.5.6 Notice to Company for Cancellation of Service**

- 2.5.6.A Customer may cancel service by providing written notice to Company five (5) days prior to cancellation. However, Customer may not cancel service prior to expiration of the initial five (5) year term.
- 2.5.6.B Customer is responsible for charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.5.6.C Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
- 2.5.6.C.1 The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
  - 2.5.6.C.2 Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
  - 2.5.6.C.3 Based on an order for service and construction has either begun or has been completed, but no service provided.

**2.5.7 Allowances for Interruption in Service**

- 2.5.7.A A credit allowance will be given when service is interrupted, except as specified in Section 2.5.8.
- 2.5.7.B A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

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**INTRASTATE LOCAL TELEPHONE SERVICE**

- 2.5.7.C An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.5.7.D If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

**2.5.8 Limitations on Allowances**

- 2.5.8.A No credit allowance will be made for any interruption in service:
- 2.5.8.A.1 Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer;
- 2.5.8.A.2 Due to circumstances or causes beyond the control of the Company;
- 2.5.8.A.3 During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- 2.5.8.A.4 During any period in which the Customer continues to use the service on an impaired basis;
- 2.5.8.A.5 During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.5.8.A.6 That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

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**INTRASTATE LOCAL TELEPHONE SERVICE**

2.5.8.A.7 That was not reported to the Company within thirty (30) days of the date that service was affected.

**2.5.9 Use of Another Means of Communications**

2.5.9.A If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**2.5.10 Application of Credits for Interruptions in Service**

2.5.10.A Except as provided in Section 2.5.8.A above, when main service is interrupted for a period of at least 24 hours, the Company shall provide credits to Customers at the following rate:

2.5.10.A.1 One-thirtieth of monthly rate for each of the first three full 24-hour periods;

2.5.10.A.2 Two-thirtieths of monthly rates for each full 24-hour period beyond the first three 24-hour periods.

2.5.10.A.3 However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the company rendered useless or impaired.

**2.5.11 Access to Carrier of Choice**

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider of their choice. The interexchange provider should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. The Company should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

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**INTRASTATE LOCAL TELEPHONE SERVICE****2.5.12 Directory Listings**

2.5.12.A The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier, under the conditions imposed by the dominant local exchange carrier.

2.5.12.B The Company is not liable for any errors or omissions in directory listings.

**2.5.13 Universal Emergency Telephone Number Service (911, E911)**

2.5.13.A Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

2.5.13.B This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal,

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**INTRASTATE LOCAL TELEPHONE SERVICE**

presence, condition, location or use of any equipment and facilities furnishing this service.

- 2.5.13.C This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- 2.5.13.D 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 2.5.13.E The 911 calling party, by dialing 911, waives the privacy afforded by nonlisted and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.5.13.F After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.
- 2.5.13.G The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the installation, operation, failure to

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**INTRASTATE LOCAL TELEPHONE SERVICE**

operate, maintenance, removal, presence, condition, occasion, or use of 911 Service, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party(ies) accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others.

**2.5.14 Telecommunications Relay Service (TRS)**

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider(s) to complete such calls.

- 2.5.14.A The Company concurs in the Rates, Rules and Regulations governing: (1) intrastate Telecommunications Provisions for the Hearing and Voice Impaired as filed by Alabama Relay; (2) intrastate

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**INTRASTATE LOCAL TELEPHONE SERVICE**

Telecommunications Provisions for the Deaf and Severely Hearing-Impaired for Telecommunications Relay Service as filed by Alabama Relay.

2.5.14.B The Company extends this concurrence to any and all changes which may be made subsequent to this date by Alabama Relay.

2.5.14.C The Company hereby expressly reserves the right to cancel and make void this statement of concurrence at any time.

**2.5.15 Reserved for Future Use**

**2.5.16 Reserved for Future Use**

**2.5.17 Reserved for Future Use**

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## INTRASTATE LOCAL TELEPHONE SERVICE

### SECTION 3 – RATES AND SERVICES

#### 3.1 Service Area

The Company will provide Local Exchange Service throughout the geographic area serviced by its own outside plant, within the State of Alabama.

#### 3.2 Timing of Calls

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

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

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

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

3.2.4 No charges apply to incomplete calls.

3.2.5 When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the entire call.

#### 3.3 Rate Periods

Company's services are not time of day sensitive unless otherwise specified. The same rate applies 24 hours per day, 7 days per week.

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**INTRASTATE LOCAL TELEPHONE SERVICE****3.4 Promotional Offerings**

The Company may, from time to time, offer promotions which may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company will notify the Commission of promotional offerings prior to the effective date of the promotion.

**3.5 Individual Case Basis (ICB) Arrangements**

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to requests by Customers to the Company, for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract, and as approved by the Commission. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

**3.6 Basic Local Exchange Service****Flat Rate Basic Business Line Service**

Description: With the Flat Rate Basic Business Line Service, the customer pays a monthly rate for an unlimited number of outgoing calls within a specified local calling area. Recurring and Nonrecurring Charges: Charges for each Flat Rate Service line include a monthly recurring Base Service Charge for an unlimited number of outgoing calls within a specified local calling area. In addition to the nonrecurring charges listed below, service order charges apply. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge

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**INTRASTATE LOCAL TELEPHONE SERVICE**

to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

Rates:	Monthly	Nonrecurring
Flat Rate Basic Business Line Service	ICB	ICB

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