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Concurring, Connecting, Other Participating Carriers

Concurring Carriers – None

Connecting Carriers – None

Other Participating Carriers – None

Explanation of Symbols and Abbreviations

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

Symbols

- (C) – To signify changed regulation
- (D) – To signify discontinued rate or regulation
- (I) – To signify increased rates
- (M) – To signify material relocated from one page to another without change
- (N) – To signify new rate, regulation or text
- (R) – To signify reduced rate
- (S) – To signify reissued material
- (T) – To signify a change in text, but no change in rate or regulation

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[Abbreviations](#)

LATA – Local Access Transport Area  
MTS – Message Telecommunications Service  
ICC – Illinois Commerce Commission  
WATS – Wide Area Telephone Service

[Check Sheet](#)

Sheets 1 through 32 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets are named below and comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION NUMBER</u>	<u>EFFECTIVE DATE</u>
	(except as indicated)	
1	Originals	June 1, 2023
2	Originals	June 1, 2023
3	Originals	June 1, 2023
3	Originals	June 1, 2023
5	Originals	June 1, 2023
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Section 1 – Rules and Regulations

A. Application of the Tariff

Constellation Telecom LLC is a reseller for common carriers providing intrastate long distance and local exchange communication services to customers for their direct transmission and reception of voice, data and other types of telecommunications. Service is available on a full-time basis, twenty-four hours per day, seven days per week, throughout the State of Illinois.

B. Definitions

Access Line: A transmission path, which connects a subscriber location to the carrier's terminal location or switching center.

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

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange carrier, interexchange carrier or a third-party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Band A – Local calls less than 8 miles within a LATA

Band B – Local calls between 8 and 15 miles within a LATA

Band C – Local calls greater than 15 miles within a LATA

Bandwidth: The total frequency band, in hertz, allocated for a channel.

Base Rate – The rate applied prior to billed term and/or volume discounts.

Bit: The smallest unit of information in the binary system of notation.

Call Back/Camp: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding:

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also

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activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switch-hook flash.

Calling Party Number: (CPN) means a Signaling System 7 parameter whereby the ten (10) digit number is used to identify the calling or originating party.

Communications Services: The Carrier's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Carrier, or Constellation Telecom or Constellation Telecom LLC, the issuer of this tariff.

Customer or Subscriber: The person, firm, government agency or entity, partnership, association, joint-stock Carrier, trust or corporation or corporation that orders or uses the Carrier's service and is responsible for the payment of charges and compliance with the Carrier's regulations.

Customer Proprietary Network Information (CPNI): Information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a the Carrier and that is made available to the Carrier by the customer solely by virtue of the Carrier-customer relationship; and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier; except that such term (CPNI) does not include subscriber list information.

Dedicated Access Lines ("DAL"): A group of leased lines which interconnect a switching system to a dedicated subscriber.

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Carrier's POP. This service is offered to the extent facilities are available and where the Carrier and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Carrier's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Carrier and the Customer jointly arrange for the establishment of dedicated access facilities

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connecting the Customer's trunk-compatible PBX or other suitable equipment to the Carrier's Point of Presence (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Carrier operator.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits. Digital Signal

Level 1 (DS1): The 1.544 Mbps first level signal in the time division multiplex hierarchy. Dual Tone Multi-

Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

FCC: The Federal Communications Commission

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Grandfathered: Services ordered under the provisions of this tariff but are no longer available to new customers.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Individual Case Basis: A condition in which the regulations (if applicable), rates and charges for an offering under the provision of this tariff are developed based on the circumstance in each case.

Interconnection: The connection of telephone equipment to the network; also, the connection of one carrier with another, i.e., the interface between carriers.

Interexchange Service: Any of the Carrier's service offerings which provide switched communications between Local Exchange Carrier defined exchange service areas. Interexchange Services include, but are not limited to MTS, Toll Free Service and Other Service Arrangements.

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

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Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82- 0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock Carrier, trust or corporation engaged in providing switched communication within an exchange.

Loss: The value placed on injury or damages due to an accident caused by another's negligence, a breach of contract or other wrongdoing.

Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches or between telephone switches and PBX/key systems.

North American Numbering Plan (NANP): A three-digit area code (also known as a Number Plan Area (NPA), and a seven-digit telephone number, made up of a three-digit central office code and a four-digit station number.

Other Carrier: A person, firm, corporation, or entity regulated by the ICC or the FCC which subscribes to carriers' communications services and facilities and resells these communications services and facilities to the public for a profit. Unless otherwise indicated herein, the term "other carrier" when used in this tariff includes entities which are brokers of the service (act as intermediaries for the purpose of reselling), those entities which are processors of the service (enhance the value of the service through substantial incurred costs) and those entities which are underlying carriers or providers of facilities.

Point of Presence ("POP"): Point at which responsibility for handling traffic changes over from the local telephone operating Carrier to the interexchange carrier.

Premises: The space designated by a Subscriber as its place or places of business for termination of service (whether for its own communications needs or for its resale subscribers).

Primary InterLATA Carrier ("PIC") - Long distance carrier designated by a telephone subscriber to provide him with interLATA service without having to dial a special access code.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Carrier notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Carrier and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Carrier in the format devised by the Carrier. The signing of a Service Order by the Customer and acceptance by the Carrier 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.

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Shared: A facility or equipment system or subsystem that can be used simultaneously by several customers.

Shared Inbound Calls: Refers to calls that are terminated via the Customer's LEC-provided local Local Exchange line.

Shared Outbound Calls: Refers to calls in Feature Group D exchanges whereby the Customer's local telephone lines are presubscribed by the local exchange Carrier to the Carrier's outbound service such that "1 + 10-digit number" calls are automatically routed to the Carrier's network. Calls to stations within the Customer's LATA may be placed by dialing "10 + XXX or 101XXXX + the 10-digit number".

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed-calling list is customer-changeable.

State Commission: The State agency responsible for the regulation of telecommunications service within a particular state's borders

Station: Allows a station line user to add, change or delete telephone numbers from a speed-calling list. The list is dedicated to the individual station line user.

Subscriber-Provided Equipment - Terminal equipment, as defined herein, provided by a subscriber

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Telecommunications Service: The offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a Telecommunications Service, regardless of the facilities used. Telecommunications Service generally provides the Customer with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and enables such Customer to place or receive calls to all other stations served by the public switched telecommunications network. It also provides service within a telephone exchange or within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange.

Terminal Equipment - Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets, or microprocessors.

T1 - The basic 24-channel 1.544 Mbps pulse code modulation system as used in the United States.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two-Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person authorized by Customer to use service provided under this tariff. End users can include a business, Carrier or enhanced service providers (including but not restricted to, internet service providers, conference calling providers, and Voice over Internet Protocol service providers) or other entities.



C. Regulations

- 1) Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- 2) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Carrier.
- 3) Except as otherwise stated in this Tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 4) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 5) Service may be terminated upon written notice to the Customer if:
- 6) the Customer is using the service in violation of this tariff; or
- 7) the Customer is using the service in violation of the law.
- 8) This tariff shall be interpreted and governed by the laws of the State of Illinois without regard for its choice of laws provision.
- 9) To the extent that either the Carrier or any Other Telephone Carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Carrier makes similar facilities under its control available to its' customers. At the reasonable request of either party, the Carrier and the Other Telephone Carrier shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

D. Liability of the Carrier

- 1) Except as otherwise stated in this Tariff, the liability of the Carrier for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set

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forth in Section 5.C.1. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Carrier. The Carrier will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Carrier service, equipment or facilities, or the acts or omissions or negligence of the Carrier's employees or agents.

- 2) The Carrier shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Carrier, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 3) The Carrier shall not be liable for:
  - a) any act or omission of any entity furnishing to the Carrier or to the Carrier's Customers facilities or equipment used for interconnection with Network Services; or
  - b) for the acts or omissions of common carriers or warehousemen.
  - c) The Carrier shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.
- 4) The Carrier does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Carrier harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), 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 any installation so provided. The Carrier reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 1.D.4 as a condition precedent to such installations.
- 5) The Carrier is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Carrier's agents or employees.
- 6) The Carrier shall be indemnified, defended and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, invasion of privacy or infringement of copyright in connection with the material transmitted over the Carrier's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Carrier's facilities.
- 7) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Carrier by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Carrier shall be commenced more than one year

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after the event giving rise to the liability occurred.

- 8) THE CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 9) The Carrier shall indemnify, defend, and hold harmless the Customer from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for any injury to persons or property, and any interruption of, interference to, or other defect in any service provided by the Carrier to any third party, if such injury, interruption, interference, or other defect was not caused by any negligent or intentional act or omission of the Customer or any of its officers, employees, agents, invitees, or contractors.

E. Notification of Service-Affecting Activities

The Carrier will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Carrier will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

F. Prohibited Uses

- 1) The services the Carrier offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2) The Carrier may require applicants for service who intend to use the Carrier's offerings for resale and/or for shared use to file a letter with the Carrier confirming that their use of the Carrier's offerings complies with relevant laws and Illinois Commerce Commission regulations, policies, orders, and decisions.
- 3) The Carrier may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 4) 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 Carrier. The Carrier will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Carrier for regulated communications 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.

G. Obligations of the Customer

1) General

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The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to this tariff;
- B) damage to or loss of the Carrier's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Carrier;
- C) providing at no charge, as specified from time to time by the Carrier, any needed personnel, equipment space and power to operate Carrier facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Carrier-provided facilities, shall be borne entirely by, or may be charged by the Carrier to, the Customer. The Carrier may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Carrier employees and agents shall be installing or maintaining the Carrier's facilities and equipment. The Customer may be required to install and maintain Carrier facilities and equipment within a hazardous area if, in the Carrier's opinion, injury or damage to the Carrier employees or property might result from installation or maintenance by the Carrier. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Carrier facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible; and granting or obtaining permission for Carrier agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Carrier;
- G) not creating or allowing to be placed any liens or other encumbrances on the Carrier's equipment or facilities; and
- H) making Carrier facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Carrier and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

2) Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Carrier and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Carrier's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A),

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preceding, the Customer shall indemnify, defend and hold harmless the Carrier from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Carrier to any third party pursuant to this or any other tariff of the Carrier, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Carrier to such third party.

- C) The Customer shall not assert any claim against any other customer or user of the Carrier's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Carrier. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- D) Neither subscriber's landlord nor landlord's officers, agents or employees, the building management or any party in interest to the lease under which subscriber occupies space in the building shall have any liability to subscriber arising from the provision or operation of the services and service-related equipment referred to herein, or the interruption or failure thereof from any cause whatsoever.

#### H. Customer Equipment and Channels

##### 1) General

A User may transmit or receive information or signals via the facilities of the Carrier. The Carrier's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Carrier's equipment, but the Carrier does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

##### 2) Station Equipment

- A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Carrier Point of Connection.
- B) The Customer is responsible for ensuring that Customer-provided equipment connected to Carrier equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Carrier- provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Carrier-provided equipment and wiring or injury to the Carrier's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Carrier at the Customer's expense.

#### I. Interconnection of Facilities

- 1) Any special interface equipment necessary to achieve compatibility between the facilities and

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equipment of the Carrier used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

- 2) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 3) Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- 4) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

J. Inspections

- 1) Upon suitable notification to the Customer, and at a reasonable time, the Carrier may make such tests and inspections as may be necessary for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Carrier-owned facilities and equipment.
- 2) If the protective requirements for Customer-provided equipment are not being complied with, the Carrier may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Carrier will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Carrier of the action taken. If the Customer fails to do this, the Carrier may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

K. Advance Payments

To safeguard its interests, the Carrier may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Carrier and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

1) Deposits

A) To safeguard its interests, the Carrier may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- three month's charges for a service or facility which has a minimum payment period of one month; or
- the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than

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one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

- 2) A deposit may be required in addition to an advance payment.
- 3) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Carrier may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Carrier retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- 4) Deposits held will accrue interest at a rate specified by the Illinois Commerce Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

L. Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Carrier to the Customer. The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Carrier's net income) imposed on or based upon the provision, sale or use of Network Services.

1) Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Carrier.

- A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B) The Carrier shall present invoices for monthly Recurring Charges as well as usage charges to the Customer for the preceding billing period.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.
- D) Billing of the Customer by the Carrier will begin on the Service Commencement Date, which is the day on which the Carrier notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E) If any portion of the payment is received by the Carrier after the date due, or if any portion of the payment is received by the Carrier in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Carrier. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
  - 1) a rate of 1.5 percent per month; or

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- 2) the highest interest rate which may be applied under state law for commercial transactions.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Carrier which a financial institution refuses to honor.
- G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- H) If service is disconnected by the Carrier and later restored, restoration of service will be subject to all applicable installation charges.

M. Discontinuance of Service for Cause

- 1) Upon nonpayment of any amounts owing to the Carrier, the Carrier may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2) Upon violation of any of the other material terms or conditions for furnishing service the Carrier may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 3) Upon condemnation of any material portion of the facilities used by the Carrier to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Carrier, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 4) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Carrier may immediately discontinue or suspend service without incurring any liability.
- 5) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Carrier may immediately discontinue service without incurring any liability.
- 6) In the event of fraudulent use of the Carrier's network, the Carrier may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- 7) Upon the Carrier's discontinuance of service to the Customer the carrier in addition to all other remedies that may be available to the Carrier at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- 8) The Customer is responsible for providing adequate access lines to enable the Carrier to terminate all Toll-Free Service calls to the Customer's telephone equipment. Should the

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Customer have insufficient access lines on which to terminate Toll Free Service calls, the Carrier reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Carrier, without incurring any liability, reserves the right to terminate the Customer's Toll Free Service, with 30 days written notice.

9) Notice to Carrier for Cancellation of Service

Customers desiring to terminate service shall provide Carrier thirty (30) days written notice of desire to terminate service. Notice should be sent to:

Constellation Telecom LLC  
505 S Weber Rd  
Unit 302  
Bolingbrook, IL 60490

N. Cancellation of Application for Service

- 1) Applications for service are non-cancelable unless the Carrier otherwise agrees. Where the Carrier permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2) Where, prior to cancellation by the Customer, the Carrier incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Carrier incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Carrier that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- 3) Where the Carrier incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Carrier receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

O. Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

P. Back Billing Procedure

- 1) The Carrier will not include on subscriber's bill any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except as specified below.
- 2) Subscriber's bill may include charges for service furnished up to five months prior to the date of the bill for:

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- collect calls
- credit card calls
- third party calls
- "error file" calls (calls which cannot be billed due to the unavailability of complete billing information to the Carrier.)

- 3) Subscriber's bill may include charges for service furnished up to one and a half (1 1/2) years prior to the date of the bill in circumstances involving toll fraud.

Q. Establishment and Re-establishment of Credit

The Carrier reserves the right to examine the credit record of all applicants and subscribers. A subscriber whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due to the Carrier and to re-establish credit.

R. Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in Section 5.C.2 for the part of the service that the interruption affects.

S. Credit for Interruptions

- 1) If Carrier fails to repair an out-of-service condition for basic local exchange service within 30 hours, the Carrier shall provide a credit to the customer. If the service disruption is for over 30 hours but less than 48 hours, the credit will be equal to a pro-rata portion of the monthly recurring charges for all local services disrupted. A pro-rata portion shall be based upon a 30-day month. If the service disruption is for more than 48 hours, but not more than 72 hours, the credit will be equal to at least 33% of one month's recurring charges for all local services disrupted. If the service disruption is for more than 72 hours, but not more than 96 hours, the credit will be equal to at least 67% of one month's recurring charges for all local services disrupted. If the service disruption is for more than 96 hours, but not more than 120 hours, the credit will be equal to one month's recurring charges for all local services disrupted. For each day or portion thereof that the service disruption continues beyond the initial 120-hour period, the Carrier shall also provide either alternative telephone service or an additional credit of \$20 per day.
- 2) A service interruption will be deemed to have occurred only if service becomes unusable to Customer as a result of failure of the Carrier's facility, equipment or personnel used to provide the service in question, and only where the interruption is not the result of: (i) the negligence or acts of Customer or its agents; (ii) the failure or malfunction of non-Carrier equipment or systems; (iii) circumstances or causes beyond the control of the Carrier; or (iv) a service interruption caused by service maintenance, alteration or implementation. Such credits will be granted only if: (a) Customer affords the Carrier full and free access to Customer's premises to make appropriate repairs, maintenance, testing, etc.: and (b) Customer does not continue to use the service on an impaired basis.
- 3) The foregoing states Customer's sole remedy for service interruption under the Agreement and in no event shall the Carrier be liable for any direct, indirect, incidental, consequential, punitive or special damages to Customer as result of any of the Carrier's service, equipment, facilities, person or system provided or utilized under this Agreement.

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4) Limitations on Allowances

No credit allowance will be made for:

- A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Carrier;
- B) interruptions due to the negligence of any person other than the Carrier, including but not limited to the Customer or other common carriers connected to the Carrier's facilities;
- C) interruptions due to the failure or malfunction of non-Carrier equipment;
- D) interruptions of service during any period in which the Carrier is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F) interruptions of service during any period when the Customer has released service to the Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G) due to circumstances or causes beyond the control of Carrier; and
- H) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

5) Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 48 hours or more or cumulative service credits equaling 48 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

T. Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), Customer agrees to pay to Carrier termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination.

Upon cancellation or termination of service hereunder, Customer will make service available for removal, which will be accomplished by the Carrier in a careful and reasonably expeditious fashion. If Customer does not make the service or equipment available for removal by the Carrier, then in addition to all other remedies at law or equity available to the Carrier, all obligations of Customer will remain in force and effect until removal is accomplished. Customer will continue to pay charges for services during such period.

1) Termination Liability

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Customer's termination liability for cancellation of service shall be equal to:

- A) all unpaid Non-Recurring charges reasonably expended by Carrier to establish service to Customer, plus;
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Carrier on behalf of Customer, plus;
- C) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at 8% per year.
- D) the reasonable removal of all equipment specially ordered to service customers, including: crating, shipping and insurance charges to Chicago if the Carrier can utilize the Equipment.

U. Customer Liability for Unauthorized Use of the Network

1) Unauthorized Use of the Network

Unauthorized use of the Network occurs when a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Carrier's services provided under this tariff.

2) Liability for Calling Card Fraud

- A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Carrier calling card, provided that the unauthorized use occurs before the Carrier has been notified.
- B) A Carrier calling card is a telephone calling card issued by the Carrier at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.
- C) The Customer must give the Carrier written notice that an unauthorized use of the Carrier calling card has occurred or may occur as a result of loss, theft or other reasons.
- D) The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.
- E) The Customer is liable for all charges incurred as a result of unauthorized use of the Network, including incidental and consequential damages. In addition, the Customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

3) Liability for Credit Card Fraud and Other Unauthorized Use

- A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Carrier has been notified. An accepted

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credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- B) The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Carrier.
- C) The Customer must give the Carrier written notice that an unauthorized use of the credit card has occurred.

V. Transfers and Assignments

Neither the Carrier nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Carrier without the written consent of the other party, except that the Carrier may assign its rights and duties:

- 1) to any subsidiary, parent Carrier or affiliate of the Carrier; or
- 2) pursuant to any sale or transfer of substantially all the assets of the Carrier; or
- 3) pursuant to any financing, merger or reorganization of the Carrier.

W. Notices and Communications

1) The Customer shall designate on the Service Order an address to which the Carrier shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Carrier's bills for service shall be mailed.

2) The Carrier shall designate on the Service Order an address to which the Customer

shall mail or deliver all notices and other communications, except that Carrier may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. Mail or other communications should be delivered to:

Constellation Telecom LLC  
505 S Weber Rd, Unit 302  
Bolingbrook, IL 60490  
Attn: Customer Care

(T)  
(T)

3) All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Carrier, 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, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

4) The Carrier or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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X. Illinois Telephone Access Corporation (ITAC) Line Charge

Pursuant to the Order dated April 20, 2023, of the Illinois Commerce Commission in Docket 23-0170, Constellation Telecom LLC shall impose a supplemental charge of 2 cents per month per line for all Illinois telecommunications carriers, including wireless carriers (other than prepaid wireless carriers), a charge of .4 cents per VoIP business subscriber lines, a charge of .4 cents per line for all centrex lines and a charge of 10 cents per PBX trunk. Charges for services provisioned by T-1 lines and other advanced service shall mirror the Carrier's application of 9-1-1 charges. The assessment on prepaid wireless transactions is established at .07% of prepaid retail transactions, to be implemented by the Illinois Department of Revenue. These charges shall be effective with bills rendered or transactions occurring on or after July 1, 2023, or at the beginning of the first cycle after July 1, 2023.

Y. Link-Up Program

- 1) The Link-Up Program is a federally funded program established to provide assistance to low-income households. Under the program eligible customers may receive a fifty (50%) percent reduction of service connection charges up to \$30.00. Participation in any of the following assistance programs is required to establish eligibility. The Illinois Department of Human Resources will certify the applicant's participation in assistance programs (1), (2) and (3) below for purposes of determining eligibility.
  - Medicaid
  - Food Stamps
  - Supplemental Security Income (SSI)
  - Federal Housing Assistance
  - Low-Income Home Energy Assistance (LIHEAP)
  - National School Lunch Program's free lunch program
  - Temporary Assistance for Needy families
- 2) The Telephone Carrier's verification either through the Department of Human Resources or, in lieu of electronic verification, applicants will sign the form contained in Part 757 as Exhibit E, shall constitute proof of income eligibility.
- 3) The Link-Up Program connection charge reduction shall be available to only one access line per low-income household.
- 4) The fifty percent Link-Up discount shall apply only to service connection charges up to \$30.00.
- 5) A participant in the Link-Up Program shall have the option to defer payment of the remaining installment charges over a minimum period of twelve months. Monthly payments to retire the outstanding balance shall be required, but no interest or carrying charges shall apply.
- 6) Supplemental Link-Up Telephone Assistance Program

In addition to the fifty percent discount described above, a supplemental credit of \$20.00, or fifty percent of the total connection charge, will be applied to each new eligible subscriber, as defined above. The supplemental Link-Up Program is funded through voluntary contributions from Illinois customers.

Z. Lifeline Telephone Assistance Program

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The Lifeline Program is a federally funded program established to provide monthly assistance to low-income households. Eligible subscribers may receive a discount on monthly local exchange access service of \$1.75. The eligibility criteria for the Lifeline Program shall be the same as that provided under the Link-Up Program as specified above in 2.15. Lifeline service shall not be disconnected for nonpayment of toll charges.

Filed in compliance with ICC order in Docket 13-0374

- 1) Qualifying low-income subscribers who voluntarily elect toll blocking where the service is available, will not be required to pay a service deposit in order to initiate Lifeline service. This service will only be provided at the customer's request.

The supplemental Lifeline Program is funded through voluntary contributions from Illinois customers.

A2. Universal Telephone Service Assistance Program (UTSAP) Voluntary Funding

Customers wishing to participate in the funding of Universal Telephone Service Assistance Program (UTSAP) may do so by electing to contribute, on a monthly basis, a fixed amount to be included by the Carrier on the customer's monthly bill. The voluntary contribution shall not reduce the customer's total monthly bill amount due the Carrier for telephone services or other charges.

Business customers may elect to contribute:

- a. \$1.00
- b. \$5.00
- c. \$10.00
- d. \$25.00

Customers may elect to discontinue or change the amount of monthly contribution on their bill at any time upon providing at least 30 days notice to Carrier. Failure by the customer in any month to remit the entire billed amount shall reduce the UTSAP contribution accordingly.

Filed in compliance with ICC order in Docket 08-0417

B2. Digital Divide Elimination Fund Program

Digital Divide Elimination Fund Program is created as a special fund in the State Treasury to foster elimination of the Digital Divide. All monies in the Fund will be collected by the Carrier and reported to the Department of Commerce and Community Affairs, who will issue grants to the various communities based upon their needs.

- 1) Customers wishing to participate in the funding of the Program may do so by electing to contribute, on a monthly basis, a fixed amount to be included on the customer's monthly bill. This contribution shall not reduce the customer's total amount due for telecommunications services or other charges appearing on the bill.
- 2) This contribution will be a line item on the bill and identified as the Digital Divide Fund.
- 3) Customers may elect to contribute \$0.50, \$1, \$2, \$5, \$10, \$15 or \$25 per month per line.
- 4) Customers may elect to discontinue or change the amount of the monthly contribution on their bill at any time upon providing at least 30 days notice by telephone or mail to the Carrier.

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- 5) Failure by the customer in any month to remit the entire billed amount may reduce the contribution accordingly.

Section 2 –Product Descriptions

A. DESCRIPTION OF PROPOSED SERVICES

- 1) Basic Service Offerings - Interexchange

The Carrier offers and provides interexchange services to commercial, governmental, and non-profit customers subscribing to these services resold through the Primary Interexchange Carrier selection process, allocation, causal use, or direct connection.

- Commercial Rate Schedules - switched and dedicated outbound and/or inbound service, principally for small to medium sized commercial customers.

- 2) Basic Service Offerings - Local Exchange

The Carrier offers and provides local exchange services to business customers.

Section 3 - COMMERCIAL INTRASTATE RATE SCHEDULES

<u>Description</u>	<u>Rate Plan</u>	<u>Rate/Minute</u>
1) <u>Constellation Telecom LLC Switched Outbound 1+ and Inbound 800/888 Services</u> : Flat Rate, Maximum		\$0.100
2) <u>Constellation Telecom LLC Dedicated Outbound 1+ and Inbound 800/888 Services</u> : Flat Rate, Maximum		\$0.086

PRIMARY INTEREXCHANGE CARRIER CHARGE (PICC)  
- Business - \$4.30/line

Additional Term and Volume Discounts:

Customers may receive discounts on their outbound 1+ and inbound 800/888 service for agreeing to a one (1), two (2) or three (3) year term. The penalty for not meeting the term, as defined under the Term Agreement, shall include a percentage of the volume not fulfilled plus any term discounts received.

BILUNG I N C R E M E N T S (all call types)      Initial (30 seconds)      Additional (6 seconds)

SECTION 4 -- LOCAL EXCHANGE SERVICE RATES AND CHARGES

A. Business Access:

1. Business Direct Lines  
Access Line MSA 1-A      \$1202.00

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Access Line MSA 1-B	\$1202.00
Access Line MSA 1-C	\$1202.00
Single Line EUCL	\$9.70
Multi-line EUCL`	\$9.70
Cost Assessment Charge (CAC)	\$3.75
Line Recovery Charge	\$2.50
PBX Trunk - Area A	\$1202.00
PBX Trunk - Area B	\$1202.00
PBX Trunk - Area C	\$1202.00
Cost Assessment Charge (CAC)	\$3.75
2. Service Ordering Charges	
Establish - Service Order	\$55.00
Add or Change (ILEC)	\$55.00
Add or Change (all other carriers)	\$55.00
Record work only	\$5.00
3. Line Connection Charges	
Establish	\$55.00
Add or Change	\$55.00

B. Business Usage

1. Business Local Usage Services:

Customers are provided a discount off of the month-to-month local usage rates listed below generally based on a term commitment of one, two or three years. Carrier may provide customers a specific flat rate for Band A, for Band B and for Band C calculated at the appropriate term discount level. The local usage penalty for early termination is the total local usage discount received by the customer calculated as the difference between the total local usage charges billed to customer at the discounted rates and the total local usage charges that would have been billed at the month-to-month rates listed below.

	1 <sup>st</sup> Minute	Add'l Minutes
Band A	\$0.76	\$0.76
Band B	\$0.76	\$0.76
Band C	\$6.80	\$6.80
2. Business Operator Assisted Usage Services		
	1 <sup>st</sup> Minute	Add'l Minutes
Band A	\$1.19	\$1.19
Band B	\$1.19	\$1.19
Band C	\$7.14	\$7.14
3. Operator Surcharges		
Person to Person	\$5.00 (per call)	
Billed to Third Number	\$5.00 (per call)	
Collect Calls	\$5.00 (per call)	
4. Long Distance		
	1 <sup>st</sup> Minute	Add'l Minutes
IntraLATA	\$2.72	\$2.72 (l)
IntraState	\$2.72	\$2.72 (l)
Local Toll	\$2.72	\$2.72 (l)

Telecommunications Features

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1.	Call Waiting	\$34.88 (per month)
2.	Call Forwarding Variable	\$34.88 (per month)
3.	Three-way Calling	\$33.14 (per month)
3a.	Three-way Calling	\$5.00 (per use)
4.	Call Trace	\$0.00 (per month)
4a.	Call Trace	\$0.00 (per use)
5.	Distinctive Ring	\$5.00 (per month)
6.	Call Screening	\$6.90 (per month)
7.	Caller ID	\$47.68 (per month)
8.	Caller ID Name	\$5.75 (per month)
9.	Busy Line Transfer (BLT)	\$.86 (per month)
10.	Alternate Answering (AA)	\$.86 (per month)
11.	Customer Control Options - BLT	\$1.00 (per month)
12.	Customer Control Options - AA	\$1.00 (per month)
13.	Message Waiting Tone	\$0.33 (per month)
14.	Easy Call	\$5.00 (per month)
15.	Special Delivery	\$.15 (per month)
16.	Remote Call Forwarding / Add'l Path(s)	\$58.33 (per month)
17.	Outgoing Call Control	\$10.40 (per month)
18.	Privacy Manager	\$64.01 (per month)
19.	FeatureLink	\$17.25 (per month)
20.	Direct Connect	\$195.00 (per month) (I)
21.	Speed Call 8	\$29.46 (per month)

Directory Services

1.	Extra Listings	\$8.27 (per listing)
2.	Private	\$4.25 (per month)
3.	Semi-Private	\$3.50 (per month)
4.	Custom Number & Search	\$38.00
5.	Directory Assistance Call (local)	\$2.68 (per call)
6.	Directory Assistance Call (national)	\$2.68 (per call)
7.	Information Call Completion	\$.22 (per call)

ISDN Services

1.	National CO Termination	\$623.54 (per month)
	- Non-Recurring Charge Direct CO Termination	\$60.00
2.		\$623.54 (per month)
	- Non-Recurring Charge	\$60.00
3.	Circuit Switched Service Element	
	Per B Channel Voice	\$85.31 (per month)
	- Per B Channel Data	\$85.31 (per month)
	- Non-recurring charge	\$25.00
4.	Direct Extension Charge (per line)	\$22.50 (per month)
5.	Additional Call Offering	\$2.50 (per month)
	- Non-recurring Charge	\$7.50
6.	Add'l Mult. Call Appearances (each)	\$2.00 (per month)

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	- Non-recurring Charge	\$7.50
7.	Intercom Calling	\$2.50 (per month)
	- - Non-recurring Charge	\$7.50
8.	Secondary Tel. No. (each)	\$2.00
	- Non-recurring Charge	\$7.50
9.	Message Waiting Indicator	\$2.50 (per month)
	- Non-recurring Charge	\$7.50
10.	Direct Line Access Area A	\$339.01
	Direct Line Access Area B	\$262.31
	Direct Line Access Area C	\$161.39
	<u>ISDN Prime</u>	

Customers may be provided a discounted monthly rate off the month-to-month (MTM) monthly charge based on a term commitment of one to five years.

1.	Non-Recurring Charge	\$2,000.00
2.	Monthly Charge (Port + Loop)	\$5000.00
3.	Monthly EUCL	\$48.50
4.	Cost Assessment Charge (CAC)	\$12.40
5.	Line Recovery Charge	\$11.90

Direct Inward Dialing (DID) Services

1.			Trunk Te
	Non-recurring Charge	\$40.00	
2.	Subsequent Add/Del/Rear	\$335.00	
3.	Number Charges		
	10 assigned/reserved station numbers	\$20.00 (per month)	
	<u>Centrex</u>		
1.	Electronic Key Line (lines)		
	2-50 Non-recurring charge (NRC)	\$600.00	
	2-50	\$600.00	
	51-100 NRC	\$600.00	
	51-100	\$600.00	
	101-200 NRC	\$600.00	
	101-200	\$600.00	
	201-500 NRC	\$600.00	
	201-500	\$600.00	
	500+ NRC	\$600.00	
	500+	\$261.00	
2.	Centrex Basic Line (lines)		
	2-50 NRC	\$100.00	
	2-50	\$254.00	
	51-100 NRC	\$200.00	
	51-100	\$254.00	
	101-200 NRC	\$275.00	

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	101-200	\$254.00
	201-500	\$500.00
	201-500	\$254.00
	500+ NRC	\$750.00
	500+	\$254.00
3.	Assume Dial "9" (per line)	\$3.25
4.	Cost Assessment Charge (CAC)	\$1.11

Circuits

1.	DS0	
	Channel Mileage per Mile	\$357.00
	Channel Mileage Termination	\$3774.00
	Local Distribution Channel	\$24341.00
2.	DS1	
	Channel Mileage per Mile	\$1227.00
	Channel Mileage Termination	\$3669.00
	Channel Termination	\$11010.00
3.	DS3	
	Channel Mileage per Mile	\$260.00
	Channel Mileage Termination	\$920.00
	Channel Termination	\$7,580.00
4.	Series 1000	
	Intra Service Area Local Channel (SALC) 2P	\$4713.00
	Inter SALC 2P	\$4713.00
	Intra SALC MP	\$4713.00
	Inter SALC MP	\$4713.00
	Inter SALC First ¼ Mile	\$4713.00
	Inter SALC Add'l per ¼ Miles	\$500.00
5.	Series 2000 Channel	
	Area A	\$8252.00
	Channel Area B	\$8252.00
	Channel Area C	\$8252.00
	Mileage First Mile	\$8252.00
	Mileage Add'l per ¼ Miles	\$500.00
6.	Series 3000 Channel	
	Area A	\$13793.00
	Channel Area B	\$13793.00
	Channel Area C	\$13793.00
	Mileage First Mile	\$13793.00
	Mileage Add'l per ¼ Miles	\$500.00
7.	Series 6000 Channel	
	Area A	\$19587.00
	Channel Area B	\$19587.00
	Channel Area C	\$19587.00
	Mileage First Mile	\$19587.00

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Mileage Add'l per ¼ Miles

\$500.00

SECTION 5 - LOCAL EXCHANGE SERVICE COMPLIANCE with 83 IL.ADM.CODE 732

A. General

This Section addresses basic local exchange service quality standards, rules and applicable customer credits in compliance with 83 Il.Adm.Code 732.

B. Commitments

i. Local Exchange Service Installation Commitment

Carrier is committed to the installation of basic local exchange service within five (5) business days after receipt of an order from a customer unless the customer requests an installation date beyond five (5) business days after placing the order for basic local exchange service. If installation of service is requested on or by a date more than five (5) business days in the future, Carrier will install service by the date requested. If Carrier fails to meet this commitment, credit will be issued pursuant to Paragraph C-1 following in this Section.

ii. Out-of-Service Repair Commitment

Carrier is committed to the restoration of basic local exchange service for a customer within 24 hours of receiving notice that a customer is out of service. If Carrier fails to meet this commitment, credit will be issued pursuant to Paragraph C-2 following in this Section.

iii. Appointment Commitment

Carrier is committed to keep all repair and installation appointments for basic local exchange service when a customer premise visit requires a customer to be present. If Carrier fails to meet this commitment, credit will be issued pursuant to Paragraph C-3 following in this Section, unless Carrier has provided the customer with 24-hour advance notice of its inability to keep the appointment. 24-hour notice will be deemed to have been met if the customer is contacted by noon the preceding day for an AM appointment and by 5:00 PM the preceding day for a PM appointment.

C. Customer Credits

Carrier will provide credit to any customer whenever Carrier fails to install or repair service pursuant to Paragraph B preceding. Credits provided to customers, when applicable, will be applied on the statement issued to the customer for the next monthly billing cycle following the commitment that was missed or following Carrier's discovery that the commitment was missed.

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1. Customer Credits - Installation

If Carrier fails to install basic local exchange service within five (5) business days, pursuant to Paragraph B-1 preceding, Carrier will provide the affected customer with a credit of 50% of any regulated installation charges, or in the absence of an installation charge or where installation is pursuant to the Link-Up program, the credit will be in the amount of \$25.

If Carrier fails to install the service within ten (10) business days after the service application is placed or fails to install service within five (5) business days after the customer's requested installation date (if the requested date was more than 5 business days after the date of the

order), Carrier will provide the affected customer with a credit of 100% of the regulated network installation charges, or in the absence of an installation charge or where installation is provided pursuant to the Link-Up program, Carrier will provide a credit of \$50.

For each day that the failure to install service continues beyond the initial ten (10) business days or beyond five (5) business days after the customer's requested installation date (if the requested date was more than 5 business days after the date of the order), Carrier will also provide the customer with either alternative service, where and when available, or an additional credit of \$20 per day, until such time as the service is installed.

Carrier obligation does not apply in conditions set forth in Paragraph C-4 following.

2. Customer Credits - Out-of-Service Repair

If Carrier fails to repair an out-of-service condition for basic local exchange service within 24 hours, Carrier will provide the affected customer with a credit according to the following schedule.

3. If the service interruption is for 48 hours or less, the credit will be equal to the pro-rata share of the monthly recurring charges for all local services disrupted.
4. If the service interruption is for more than 48 hours, but equal to or less than 72 hours, the credit will be equal to 33% of one month's recurring charges for all local services disrupted.
5. If the service disruption is for more than 72 hours but equal to or less than 96 hours, the credit will be equal to at least 67% of one month's recurring charges for all local services disrupted.
6. If the service disruption is for more than 96 hours, but equal to or less than 120 hours, the credit will be equal to one month's recurring charges for all local services disrupted.
7. For each day or portion thereof that the service disruption

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continues beyond the initial 120-hour period, Carrier will also provide either alternative telephone service, where and when available, or an additional credit of \$20 per day.

Carrier obligation is not applicable to the repair of payphones, to customer requests for a later repair date, or in conditions set forth in Paragraph C-4 following.

D. Customer Credits: Missed Appointments

If Carrier fails to keep a scheduled repair or installation appointment when a customer premises visit requires a customer to be present, the Carrier will provide the customer with a credit of \$50 provided the customer was not provided with 24-hour notice, pursuant to Paragraph 8-3 preceding of Carrier's inability to keep the appointment.

E. Customer Credits: Failure to Install Basic Local Exchange Service

If Carrier fails to install basic local exchange service as required under Section 732.20(a), Carrier shall waive 50% of any installation charges, or in the absence of an installation charge or where installation is pursuant to the Link Up program, Carrier shall provide a credit of \$25. If Carrier fails to install service within 10 business days after the service application is placed, or fails to install service within 5 business days after the customer's requested installation date, if the requested date was more than 5 business days after the date of the order, Carrier shall waive 100% of the installation charge or, in the absence of an installation charge or where installation is provided pursuant to the Link Up program, Carrier shall provide a credit of \$50. For each day that the failure to install service continues beyond the initial 10 business days, or beyond 5 business days after the customer's requested installation date, if the requested date was more than 5 business days after the date of the order, Carrier shall also provide an additional credit of \$20 per day until service is installed.

F. Credits required by this Section do not apply if the violation of a service quality standard:

- 1) occurs as a result of a negligent or willful act on the part of the customer;
- 2) occurs as a result of a malfunction of customer-owned telephone equipment or inside wiring;
- 3) occurs as a result of, or is extended by, an emergency situation;
- 4) is extended by the carrier's inability to gain access to the customer's premises due to the customer missing an appointment, provided that the violation is not further extended by the carrier;
- 5) occurs as a result of a customer request to change the scheduled appointment, provided that the violation is not further extended by the carrier;

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6) occurs as a result of a carrier's right to refuse service to a customer as provided in 83 Ill. Adm. Code 735; or

7) occurs as a result of a lack of facilities where a customer requests service at a geographically remote location, a customer requests service in a geographic area where the carrier is not currently offering service, or there are insufficient facilities to meet the customer's request for service, subject to a carrier's obligation for reasonable facilities planning.

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