

ORIGINAL

**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

69 MAY 19 11 58 AM
MAIL ROOM
STATE OF FLORIDA
SEVEN-STATE UNIVERSITY

APPLICATION FORM

for

AUTHORITY TO PROVIDE (ALEC) ALTERNATIVE LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF FLORIDA

990648-TX

Instructions

- ◆ This form is used as an application for an original certificate and for approval of the assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- ◆ Print or type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770

- ◆ If you have questions about completing the form, contact:

Florida Public Service Commission
Division of Communications
Bureau of Certification and Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600

APPLICATION

1. This is an application for (check one):

Original certificate (new company).

Approval of transfer of existing certificate:

Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.

Approval of assignment of existing certificate: Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

Approval of transfer of control: Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

DialTek, LLC

3. Name under which the applicant will do business (fictitious name, etc.):

N/A

4. Official mailing address (including street name & number, post office box, city, state, zip code):

1000 2nd Avenue, Suite 1600

Seattle, WA 98104

5. Florida address (including street name & number, post office box, city, state, zip code):

None at present time

6. Structure of organization:

- Individual Corporation
 Foreign Corporation Foreign Partnership
 General Partnership Limited Partnership

Other _____

7. If individual, provide:

Name: N/A

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

8. If incorporated in Florida, provide proof of authority to operate in Florida:

- (a) **The Florida Secretary of State corporate registration number:**

N/A

9. If foreign corporation, provide proof of authority to operate in Florida:

- (a) **The Florida Secretary of State corporate registration number:**

Applied for; Application pending

10. If using fictitious name-d/b/a, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:**
N/A

11. **If a limited liability partnership**, provide proof of registration to operate in Florida:

(a) **The Florida Secretary of State registration number: :**
N/A

12. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Name: N/A

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

13. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) **The Florida registration number:** N/A

14. Provide **F.E.I. Number**(if applicable): N/A

15. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. Provide explanation.

N/A

(b) an officer, director, partner or stockholder in any other Florida certified telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

N/A

16. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: Jerry W. Hendricks

Title: Consultant

Address: 11655 S.W. Allen Blvd., Suite 23

City/State/Zip: Beaverton, Oregon 97005

Telephone No.: (503) 641-5169 **Fax No.:** (503) 643-1572

Internet E-Mail Address: jhendricks001@SprintMail.com

Internet Website Address: N/A

(b) Official point of contact for the ongoing operations of the company:

Name: Beth Porter

Title: Telecommunications Manager

Address: 1000 2nd Avenue, Suite 1601

City/State/Zip: Seattle, WA 98104

Telephone No.: (206) 461-2865 Fax No.: (206) 461-2801

Internet E-Mail Address: beth@firstcomm.com

Internet Website Address: none

(c) Complaints/Inquiries from customers:

Name: Beth Porter

Title: Telecommunications Manager

Address: 1000 2nd Ave., Suite 1601

City/State/Zip: Seattle, WA 98104

Telephone No.: (206) 461-2865 Fax No.: (206) 461-2801

Internet E-Mail Address: beth@firstcomm.com

Internet Website Address: none

17. List the states in which the applicant:

(a) has operated as an alternative local exchange company.

State of Washington

(b) has applications pending to be certificated as an alternative local exchange company.

New York, New Jersey, Michigan, Pennsylvania, and California

(c) is certificated to operate as an alternative local exchange company.

Washington

(d) has been denied authority to operate as an alternative local exchange company and the circumstances involved.

None

(e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

None

(f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

None

18. Submit the following:

A. Financial capability.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

1. the balance sheet:
2. income statement: and

3. **statement of retained earnings.**

NOTE: *This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.*

Further, the following (which includes supporting documentation) should be provided:

1. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
 2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service.
 3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.
- B. **Managerial capability:** give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.
- C. **Technical capability:** give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

**** APPLICANT ACKNOWLEDGEMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Signature - Charles R. Power	January 14, 1998
Manager	Date
Title	(206) 292-9508
Address: 1000 2nd Ave., Suite 1601	Telephone No.
Seattle, WA 98104	(206) 461-2806
	Fax No.

ATTACHMENTS:

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - INTRASTATE NETWORK
- C - AFFIDAVIT
- GLOSSARY

CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) N/A

(Title) _____ of (Name of Company)

and current holder of Florida Public Service Commission Certificate Number # _____
_____, have reviewed this application and join in the petitioner's request for
a:

- () sale
- () transfer
- () assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Signature _____ Date _____

Title _____ Telephone No. _____

Address: _____ Fax No. _____

**** APPENDIX B ****

INTRASTATE NETWORK (if available)

Chapter 25-24.825 (5), Florida Administrative Code, requires the company to make available to staff the alternative local exchange service areas only upon request.]

1. POP: Addresses where located, and indicate if owned or leased.

- | | |
|---------------|----------|
| 1) <u>N/A</u> | 2) _____ |
| _____ | _____ |
| 3) _____ | 4) _____ |
| _____ | _____ |

2. SWITCHES: Address where located, by type of switch, and indicate if owned or leased.

- | | |
|----------|----------|
| 1) _____ | 2) _____ |
| _____ | _____ |
| 3) _____ | 4) _____ |
| _____ | _____ |

3. TRANSMISSION FACILITIES: POP-to-POP facilities ; by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

- | <u>POP-to-POP</u> | <u>OWNERSHIP</u> |
|-------------------|------------------|
| 1) _____ | _____ |
| 2) _____ | _____ |
| 3) _____ | _____ |
| 4) _____ | _____ |

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:

Signature - Charles R. Power	January 14, 1998
Manager	Date
Title	(206) 292-9508
Address: 1000 2nd Ave., Suite 1601	Telephone No.
Seattle, WA 98104	(206) 461-2806
	Fax No.

DialTek, LLC

DESCRIPTION OF THE BUSINESS

DialTek's business purpose is to seek and attain status as a Competitive Local Exchange Company (CLEC). As a CLEC, DialTek will be authorized to provide telecommunications services to its subscribers. Newscope and Quanta, related companies, will provide subscribers to telecommunications services to DialTek. These subscribers will have telephones installed at the request of Newscope and Quanta, and telephone calls originating and terminating at those telephones will have charges that are incurred in accordance with rates that are tariffed and approved by the regulatory agency having jurisdiction. Initially, that will be the Washington Utilities and Transportation Commission (WUTC), since initial service will be within the State of Washington. The cost of services provided in the conduct of business by Newscope and Quanta will be paid through the collection of tariffed charges through the telecommunications billing and collections network.

DialTek will have the capacity to provide subscribers with a cost-effective alternative to traditional means of telecommunications. When calls are routed through DialTek to a subscriber, the caller incurs telephone charges that include the cost of terminating the call to the subscriber. DialTek will have an access tariff in place that will allow charges to the originating local exchange carrier (LEC) for the handling of calls. All calls incurred in this manner are billed by the caller's LEC, and these charges will appear on the caller's local telephone bill.

DialTek's focus will be developing the telecommunications delivery system necessary to service companies that provide networked distribution of entertainment and companionship services to a specific niche market, while at the same time being able to fulfill traditionally marketed

Of key interest to DialTek is the consumer service segment of this category. It represents 27% of the IVR category (\$272 million) and is expected to grow to 31% (\$848 million) by the year 2000.

Companionship and entertainment needs make up 80% of the consumer service segment. There is no company in the US market that is a dominant force in this sub-segment. Currently, the competition in this sub-segment is fragmented, primarily composed of regional players that are undercapitalized and lacking in long term strategies. DialTek and its related companies has the capability and know-how to capture a dominant part of this sub-segment. It has already developed an IVR product, platform and infrastructure that will have significant and sustainable price/performance advantages over its competitors. High fidelity IVR products and services which were once restricted to telecommunications companies and major financial institutions will be available to the general public at costs that will unleash demand from first-time buyers and motivate early users to switch to DialTek's products and services. DialTek's focus will be on meeting the needs of its subscribers and ensuring that any service provided will be of the highest quality in meeting consumer satisfaction levels. In the longer term, DialTek will take advantage of the internet and specifically dial-up internet services. As this market develops DialTek hopes to be one of the leaders in offering services to these early market adapters.

THE EQUIPMENT

All telecommunications equipment will be owned and operated by DialTek. Taking advantage of state of the art Newscope proprietary switching equipment, DialTek will be able to handle up to 250 lines at once and link these so as to maximize consumer satisfaction. DialTek will purchase direct trunk transport channel signaling and PSI electrical services from US West. DialTek's management has experience in using state of the art frame relay systems to link over twenty

telecommunications services. At the present time, the companies that provide such services are meeting demand through the traditional non-telecommunications method of newspaper classified advertising, mail response, marriage agencies and 900 services. DialTek, however, will meet demand through the utilization of a streamlined interactive voice response (IVR) telecommunications technology developed for the purpose of facilitating human interaction in the areas of companionship and entertainment.

In the short term, DialTek will focus its attention on the Northwestern United States and initially in Washington State. Within this market, DialTek will act as any other telecommunications company providing services to its subscribers. To accomplish this it will interconnect its equipment with that of US West through the standard US West interconnection agreement.

CONTENT:

In the very short term, DialTek will initially provide telecommunications services to subscribers through the marketing activities of Newscope Technologies and Quanta Investments, Inc. Access is obtained by the public to the services marketed by these companies. These companies are "related corporations" to DialTek and have been in business for more than five years in over ten states, offering companion and entertainment products to the public. They currently take handle in excess of 80 million telephone calls per year using ISDN and frame relay network systems.

Over the medium term, DialTek will attempt to provide telecommunications services (including enhanced entertainment services, as well as telephone and internet services) offered by other companies wishing to supply interactive voice-response (IVR) driven entertainment and companionship products. The American interactive voice response market is poised for growth and is currently valued at \$1.285 billion with expectations to reach \$2.8 billion by the year 2000.

markets together. This coupled with proprietary IVR switching equipment allows DialTek to take over 100,000 calls per day.

The next step will be evolutionary for the Quanta companies where they have a relationship with a CLEC. Technological advancement through effective channels of distribution is the key to the strategic development of DialTek.

DialTek's initial funding will come from Quanta Investments, which has already invested over \$25,000 initial seed capital. Quanta has set aside over \$200,000 for additional capital and working capital requirements.

LIST OF EXHIBITS

The following list of Exhibits is attached in support of DialTek, LLC's proposal for offering intrastate service in Florida:

- Exhibit A - Description of Service
- Exhibit B - Balance Sheet
- Exhibit C - Financial Qualifications of DialTek, LLC
- Exhibit D - Annual Report
- Exhibit E - Equipment and Facilities to be used in operations
- Exhibit F - Commitment to issuance of a performance bond
- Exhibit G - Proposed Tariff
- Exhibit H - Additional Information Supporting DialTek, LLC's Application – including pre-filed data requests for Competitive Local Exchange company registration.

Exhibit A

DESCRIPTION OF SERVICE

DialTek will provide dedicated and switched services for transmission of information in a variety of speeds and formats depending upon customer requirements. Transport will be provided over facilities obtained from others. Switching will be provided using a digital switch installed in Florida.

DialTek, LLC intends to offer interexchange services, primarily consisting of inter-and intraLATA toll services and switched access services, as well as intraexchange switched services between customers for both voice and data. Additionally, DialTek will offer shared digital switching services, comparable to LEC Centrex services.

In order to terminate traffic, DialTek will interconnect with LEC and other carriers and will deliver such traffic to them for call completion.

DialTek will offer services throughout the State of Florida where customer demand requires and network facilities permit.

DETAILED INCOME AND PROFIT AND LOSS STATEMENT

A Profit and Loss Statement is not available. DialTek is a startup company which was formed as a part of an affiliated group of companies that includes Quanta Investments, Inc., ALLTEK DEVELOPMENT ENTERPRISES, LLC, and Newscope Technology, Ltd. And Allworld Asia Holdings, LLC. Statements are not yet available for DialTek, but the statements of the affiliated companies is attached as Confidential Exhibit B.

Quanta Investments, Inc. and affiliated corporations have been in business for over 5 years. Currently operating in 20 markets across the United States, the company currently handles over 100,000 calls per day. Quanta and its related corporations Newscope Technology, Ltd, Alltech Development Enterprises, LLC, and Legacy Creative Ventures, LLC, have enjoyed continued growth and profitability, with annual revenues now approaching \$20 million and annual profits projected to be in excess of \$2 million for fiscal year 1998.

Exhibit D

ANNUAL REPORT

DialTek, LLC is a privately owned corporation, and therefore has not produced an annual report.

EQUIPMENT AND FACILITIES TO BE USED IN OPERATIONS

DialTek, LLC's will be installing its own digital switch, which allows the company to provide switched services as customer demand develops. In addition to the facilities and equipment on its own network, DialTek obtains capacity and telecommunications services from other parties, including tariffed telecommunications services from carriers and facilities obtained under lease or contract from other entities.

DialTek will utilize the installed lines and facilities of US West, and will not install equipment or facilities that are otherwise available to it through US West. The network design and operation will be based on the proven and successful design and philosophy of other entities that are contracting with DialTek. At the inception, DialTek may enter into an agreement with US West for a virtual digital switch, in lieu of installing such a switch.

Exhibit F

PERFORMANCE BOND AND CUSTOMER DEPOSITS

DialTek has not requested either deposits or advance payments at this time. If DialTek seeks deposits or advance payments for the services described herein, it will comply with the Commission's rules on this subject.

EXHIBIT G

PROPOSED TARIFF

Attached hereto are the tariffs that DialTek, LLC proposes to operate under within the State of Florida, upon approval of its application.

Florida -- Tariff No.1 is the access tariff; and,

Florida -- Tariff No. 2 is the telephone tariff

EXHIBIT H

Such other facts, not set forth in preceding exhibits, as in the opinion of the applicant may be pertinent in support of the application.

**PRE FILED DATA REQUESTS FOR
COMPETITIVE LOCAL EXCHANGE COMPANY REGISTRATION**

The issues discussed below are a brief compilation of current issues the Florida Commission (Commission) may want addressed in registration applications that propose to offer switched inter/ intraexchange services. We understand that other issues and questions may arise during the review process of our application.

1. Please provide a business plan and detailed fiduciary prospectus outlining your company's specific plans regarding financial and technical resources to be used in providing the services proposed in the petition.

Answer:

DialTek, LLC

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DialTek's initial funding will come from Quanta Investments, which has already invested over \$25,000 initial seed capital. Quanta has set aside over \$200,000 for additional capital and working capital requirements.

2. Please include a detailed income projection statement for Florida State services. Provide a detailed description of revenues and expenses forecasted, year by year, until the company reaches a break even point.

Answer: Attached hereto please find copies of financial projections showing projected income and expenses for the company.

3. Please provide plans to collect and remit revenues to the appropriate state and federal excise taxes, universal service fund, federal subscriber line charge and payment of state and municipal utility tax (reference "Excise Tax Fact Sheet" attached).

Answer: DialTek will collect from the customer, and pay over to the appropriate agencies, all sales, use, gross receipts, excise, access, bypass, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services described in this application, excluding taxes on the Company's net income. Such taxes shall be separately stated on the customer's invoice.

4. Please address the technical and compensation issues of interconnection and collocation with other local exchange carriers to provide the proposed services.

Answer: DialTek is presently proceeding with discussions with US West to the end of executing an interconnection agreement with US West. US West has indicated that the

interconnection agreement may not be executed until immediately after the filing of this application. It is anticipated that immediately following the filing of this application that DialTek will vigorously pursue the execution of the final interconnection agreement with US West.

5. Please describe your company's numbering plan including whether your company has requested a Central Office Code, how many codes your company will use and whether your company performs billing validation for transactions billed to your customers.

Answer: DialTek plans to use the numbering system as assigned by US West pursuant to the interconnection agreement.

6. Please describe your proposed hardware, software and system configurations.

Answer: See Application.

7. Please provide your management team names, titles, addresses and phone numbers.

Answer: Applicant plans to rely on the current management team that is currently handling a large call volume, and to rely upon the expertise of US West personnel in the management of the equipment and system.

8. Please provide a description of the history of your company and projected market share.

Answer: For a description of the history of the company, see above. Applicant does not project a substantial market share.

Access

Florida - Tariff No. 1

DialTek, LLC

Original Page 1 .

ORIGINAL

Revised: H:1.6.99

DIALTEK, LLC

990648-TX

1000 Second Avenue, Suite 1601
Seattle, Washington 98104

TARIFF APPLICABLE TO COMMUNICATIONS SERVICE

WITHIN THE STATE OF FLORIDA

**BY
DIALTEK, LLC.**

Issued:

Effective:

Issued By Charles R. Power, President
DialTek, LLC
1000 Second Avenue, Suite 1601
Seattle, Washington 98104

DialTek, LLC

Original Page 2 .

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

Issued:

Effective:

Issued By Charles R. Power, President
DialTek, LLC
1000 Second Avenue, Suite 1601
Seattle, Washington 98104

DialTek, LLC

Original Page 3 .

CHECK PAGE

The Pages of this tariff are effective as of the date shown at the bottom of the respective Page(s). original and revised Pages 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	36	Original
2	Original	37	Original
3	Original	38	Original
4	Original	39	Original
5	Original	40	Original
6	Original	41	Original
7	Original	42	Original
8	Original	43	Original
9	Original	44	Original
10	Original	45	Original
11	Original	46	Original
12	Original	47	Original
13	Original	48	Original
14	Original	49	Original
15	Original	50	Original
16	Original	51	Original
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21	Original	57	Original
22	Original	58	Original
23	Original	59	Original
24	Original	60	Original
25	Original	61	Original
26	Original	62	Original
27	Original	63	Original
28	Original	64	Original
29	Original	65	Original
30	Original	66	Original
31	Original	67	Original
32	Original	68	Original
33	Original	69	Original
35	Original	70	Original

Issued:

Effective:

Issued By Charles R. Power, President
DialTek, LLC
1000 Second Avenue, Suite 1601
Seattle, Washington 98104

DialTek, LLC

Original Page 4 .

CHECK PAGE (Cont'd)

71	Original	72	Original
73	Original	74	Original
75	Original	76	Original
77	Original	78	Original
79	Original	80	Original
81	Original		

Issued:

Effective:

Issued By Charles R. Power, President
DialTek, LLC
1000 Second Avenue, Suite 1601
Seattle, Washington 98104

DialTek, LLC

Original Page 5 .

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SYMBOLS

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

- (C) Indicates Changed Condition or Regulation
- (D) Indicates Deleted or Discontinued Rate or Regulation
- (I) Indicated Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate Condition or Regulation
- (R) Indicates Rate Reduction
- (T) Indicates Change of Text Only

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TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new Pages are occasionally added to the tariff. When a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current Page version on file with the Florida Public Service Commission ("FPSC"). For example, the 2nd revised Page 10 cancels the 1st revised Page 10. Because of various suspension periods, deferrals and other delays which may occur before the FPSC as it follows the normal tariff approval process, the most current Page number on file with the Commission is not always the tariff pages in effect.

C. Paragraph Numbering Sequence - There are four levels of paragraph coding. Each level of coding is subservient to its next higher level.

2.

2.1.

2.2.1.A.

2.2.1.A.1.

D. Check Pages - When a tariff filing is made with the FPSC, an updated check Page accompanies the tariff filing. The check Page lists the Pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check Page 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 the check Page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check Page to find out if a particular Page is the most current on file with the FPSC.

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SECTION 1 - GENERAL REGULATIONS

1.1 APPLICATION OF TARIFF

This tariff contains regulations, rates and charges applicable to the provision of access services by (DialTek, LLC) to Customers.

The provision of service by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

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SECTION 1 - GENERAL REGULATIONS (CONT'D)**1.2 DEFINITIONS**

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

COMPANY - (DialTek, LLC)

CUSTOMER - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers and End Users.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

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SECTION 1 - GENERAL REGULATIONS, (CONT'D)**1.2 DEFINITIONS (Cont'd)**

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

ENTRY SWITCH - First point of switching.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

INTERSTATE COMMUNICATIONS - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

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SECTION 1 - GENERAL REGULATIONS, (CONTD)**1.2 DEFINITIONS (Cont'd)**

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

MESSAGE - A Message is a Call as defined above.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line.

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

POINT OF TERMINATION - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

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SECTION 1 - GENERAL REGULATIONS, (CONTD)

1.2 DEFINITIONS (Cont'd)

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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

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SECTION 1 - GENERAL REGULATIONS, (CONTD)

1.2 DEFINITIONS (Cont'd)

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

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1.3 UNDERTAKING OF THE COMPANY

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

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SECTION 2 - RULES AND REGULATIONS**2.1 USE OF FACILITIES AND SERVICE****2.1.1 Use of Service**

.1 Service may be used for any lawful purpose by the Customer or by any End User.

.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

.4 Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

.1 Service may be used for any lawful purpose by the Customer or by any End User.

.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations

.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.

.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.

.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.

.4 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

.5 The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Customer-Authorized Use

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.2 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.3 PAYMENT FOR SERVICE RENDERED

2.3.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

2.3.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.

2.3.3 The Company reserves the right to assess a charge of \$10.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.9.1 below.

2.3.4 Application of Late Payment Charge

.1 Late payment charges do not apply to final accounts.

.2 Late payment charges do not apply to government agencies of the State of Florida.

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SECTION 2 - RULES AND REGULATIONS, (CONTD)

2.4 INSPECTION, TESTING AND ADJUSTMENT

2.4.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.4.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.4.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.5 SUSPENSION OR TERMINATION OF SERVICE

2.5.4 Termination For Cause Other Than Nonpayment

a. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.5 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.5.4 Termination For Cause Other Than Nonpayment (cont'd)

b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Permitting fraudulent use.

c. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.

2. In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:

a. No charge shall apply for the period during which service had been terminated, and

b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.5 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

d. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

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SECTION 2 - RULES AND REGULATIONS, (CONTD)

2.5 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.5.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.6 OBLIGATIONS OF THE CUSTOMER

2.6.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.6.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.6 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.6.3 Equipment Space and Power**

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.6.4 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.6.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.6.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

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2.6 OBLIGATIONS OF THE CUSTOMER (Cont'd)**2.6.7 Jurisdictional Reports**

For Switched Access services, the Company will use the percentage of interstate originating feature group D to determine the percent of interstate usage to apply to all other switched access services provided by the Company to the Customer.

For Switched Access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

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2.6 OBLIGATIONS OF THE CUSTOMER (Cont'd)**2.6.8 Mixed Interstate and Intrastate Access Service**

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.6.7 will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

.1 For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.

.2 For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.7 AUTOMATIC NUMBER IDENTIFICATION

2.7.1 General

This option provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature, which is a software function, will be associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits are available with Feature Group D only. These information digits will be transmitted as agreed to by the Customer and the Company.

2.7.2 Up to 7 Digit Outputting of Access Digits to Customer

This Option provides for the end office capability of providing up to 7 digits of the uniform access code (950-10XX) to the Customer premises. The Customer can request that only some of the digits in the access code be forwarded. The access code digits would be provided to the Customer premises location using multi-frequency signaling, and transmission of the digits would precede the forwarding of ANI if that feature were provided. It is available with Feature Group B.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.7 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.7.3 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- 1) The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- 2) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- 3) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.7 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.7.3 Regulations (cont'd)

4) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

5) Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

6) The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).

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SECTION 2 - RULES AND REGULATIONS, (CONTD)

2.7 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.7.3 Regulations (cont'd)

7) Where ANI cannot be provided, information digits will be provided to the Customer.

The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

2.7.4 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to the Public Service Law of the State of Florida.

2.8 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.9 Regulations (cont'd)

2.9 MEASUREMENT OF SERVICE

Calling is billed per call according to duration for applicable services. Calls are timed in whole minute increments, with each fraction of a minute rounded up to the next whole minute. Timing begins with completion of the connection to the called number and ends with the termination of the connection.

2.9.1 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is involved.

Meet Point billing applies where a customer orders Switched Access Service to a tandem operated by another Exchange Telephone Company which subtends an end office operated by the Company. All other recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

The Company will handle ordering, rating and billing of Access Services under this Tariff where more than one Exchange Telephone Company is involved in the provision of Access Services as follows:

A) When FGD is ordered by a customer to a tandem operated by another Exchange

Telephone Company which subtends an end office operated by DIALTEK, the customer must provide the original order to the Exchange Telephone Company which operates the access tandem, and must provide a copy of the order to this Company.

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SECTION 2 - RULES AND REGULATIONS**Measurement of Service (Cont'd)**

Each Exchange Telephone Company that accepts the order will provide the portion of Switched Transport in its territory to an interconnection point (IP) with another Exchange telephone Company, and will bill the service in accordance with its Tariff(s). The rates for Switched Transport, are determined as follows:

- 1) The total mileage for the service is computed using the V&H Coordinate Method set forth in National Exchange Carrier Association Tariff F.C.C. No. 4 (NECA No. 4).
 - 2) A billing factor called the Border Interconnection Percentage (BIP) is determined from NECA No. 4 directly.
 - 3) The company's rates and charges are then multiplied by the appropriate quantity(ies) and the billing factor to obtain the charges for this company.
- B) The application of nondistance sensitive rate elements varies according to the rate structure and location of the facilities involved:
- 1) When rates and charges are listed on a per point of termination basis, this company's rates will be billed for the termination(s) within this company's operating territory.
 - 2) When rates and charges are listed on a per unit basis, e.g. multiplexing, this company's rates and charges will apply for the units located in this company's operating territory.
 - 3) When rates and charges are developed on an individual case basis, such rates will be developed for the portion of the service provided by this company.
 - 4) When rates and charges are listed on a per service basis, these rates and charges will be billed.
 - 5) When rates and charges are listed on a per line or trunk- installed basis, this company's rates will be billed based on the number of lines or trunks specified by the customer on its order for access service placed with this company
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SECTION 3 - SWITCHED ACCESS SERVICE**3.1 GENERAL**

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises location to an End User's Premises.

3.2 Provision and Description of Switched Access Service Agreements

Switched Access Service is provided in the following service type:

3.2.1 Feature Group D (FGD) Access

FGD Access, which is available to all customers, is provisioned at the DS1 level and provides trunk-side access to Company Local Switching Center switches, with an associated uniform 1 OXXX Access Code for the Customer's use in originating and terminating communications. Basic FGD service will be provided with Multi-Frequency In Band Signaling (SS7 is also available as a Common Switching Option for Feature Group D) In addition, Conventional Signaling for Direct Carrier Trunk Groups is available at the Customer's option. End Users of the Customer's service may also originate calls to certain FGD Access Customers without dialing the 1OXXX Access Code if the End User is presubscribed, as described herein.

The Access Code for FGD switching is a uniform Access Code of the form 1OXXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No Access Code is required for calls to a customer over FGD Switched Access Service if the End User's telephone exchange service is arranged for Presubscription to that Customer, as set forth herein.

Where no Access Code is required, the number dialed by the Customer's End User shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP), except for 00- dialed calls which are routed to the predesignated Customer. For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 0 or 1 + NXX-XXYX, NPA + NXX-XXXX, 0 or 1 + NPA = NXX-XXXX, and when the local Switching Center is equipped for International Direct Distance Dialing (IDDD), 0+ CC + NN or 011 + CC + NN.

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3. SWITCHED ACCESS SERVICE (Cont'd)
- 3.2 Provision and Description of Switched Access Service Agreements (Cont'd)
- 3.2.2 Manner of Provision

When the IOXXX Access Code is used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, 911 for access to the Company's emergency service, or the end-of-dialing digit (#) for cut-through access to the Customer's Premises.

In addition, End Users may originate calls by dialing the 950-XXXX Access Code specific to a particular Interchange Carrier, provided that the Interchange Carrier has subscribed to the Company's Feature Group D with 950 Access Common Switching Optional Feature. If the End User is presubscribed to that Interexchange Carrier, no Access Code is necessary.

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

3.2.3 Rate Categories

The following rate categories apply to Switched Access Service:

- A. Direct Connect
- B. Tandem Connect
- C. 800 Data Base Access Service
- D. Optional Features

3.2.3.1 Except as stated as follows, Tandem Connect Service is provided in conjunction with the tandem provider serving the area. Charges are computed in accordance with Section 2.5.2.8 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company is Involved).

3.2.3.1.1 Direct Connect: The Company will provide Direct connect, between the Customer's Promises and the Company's Local Switching Center switch(es). This transmission path is dedicated to the use of a single Customer. DS1 and DS3 facilities are available for

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3. SWITCHED ACCESS SERVICE (Cont'd)
- 3.2 Provision and Description of Switched Access Service Agreements (Cont'd)

3.2.3 Rate Categories (Cont'd)

Direct Connect Service. A DS1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice frequency transmission paths. For DS3 facilities, if the Company is required to install additional fiber optic equipment for the benefit of the Customer, then the Customer has the option to choose either an optical or electrical interface. This Direct connect rate category is comprised of a monthly Entrance Facilities charge and a per minute of use End Office switching charge as specified in 6.3.4.1.

- 3.2.3.1.2 Tandem Connect: Tandem Connect consists of circuits from the point of interconnection with Customer's tandem provider to the Company's Local Switching Center. This Tandem Connect rate category is comprised of a Minutes of Use (MOU) based End-Office switching and tandem switched transport charges.

3.2.3.1.3 800 Database Access Service

800 Database Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 800+NXX+XXXX call is originated by an End User, the Company will perform Customer Identification based on screening of the full ten-digits of the 800 number to determine the Customer location to which the call is routed.

The 800 Database charge, which consists of a single, fixed rate element, applies on a per query basis.

3.2.3.1.4 Switched Access Service Optional Features

- 3.2.3.1.4.1 Nonchargeable Optional Features: Where mission facilities permit, the Company will, at the option of the Customer, provide the following nonchargeable optional feature, in association with Switched Access Service.

- (a) Supervisory Signaling

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3. SWITCHED ACCESS SERVICE (Cont'd)

3.2.3.1.4.2 Chargeable Optional Features: Where transmission facilities permit, the Company will, at the option of the Customer, provide the following chargeable optional features, as described in Section 5.5.2, in association with Switched Access Service.

(a) 800 Database Access Service Query (b) Signaling Transfer Point Access

3.2.3.1.4.3 Feature Group D Optional Features

Following are the various optional features that are available in lieu of, or in addition to, the standard features provided with Feature Group D. Optional features are provided as Common Switching Optional Features as described in Section 5.5.3.1.

3.2.3.1.4.3.1 Common Switching Optional

Features: At the Customers option, the following standard features are available at the rates specified hereinbelow:

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3. SWITCHED ACCESS SERVICE (Cont'd)
- 3.2 Provision and Description of Switched Access Service Agreements (Cont'd)
- 3.2.3 Rate Categories Cont'd)

(a) Alternate Traffic Routing (b) Automatic Number Identification (ANI) (c) Cut-Through (d) Service Class Routing (e) Feature Group D with 950 Access (0 Signaling System Seven (SS7 (g) Basic Initial Address Message Delivery

3.2.4 Billing Validation Service:

(a) Called Directory Number Delivery (1) Flexible Automatic Number Identification Delivery

The Company shall arrange to have its billing validation data stored in one of the existing Line Information Databases (LIDB). It will be the responsibility of the Customer to identify this database through established industry procedures and to query the billing validation data in the LIDB. Based on the received query information, the LIDB will respond with an (SS7 formatted confirmation of validity or denial for the requested billing option. Access to LIDB provides Customers with potential toll fraud detection.

The LIDB will contain a record for every working line number and Billed Number Group served by the Company.

The Company will update the LIDB information on a daily basis.

LIDB service is provided on an on-line, call-by-call basis. Company data accessed from the LIDB shall remain the sole property of the Company and may not be stored or reproduced by the customer for any reason.

The Company will have procedures in place to deactivate billing validation data in the event that it is being used fraudulently.

3.2.5 Design Layout Report

At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

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3. SWITCHED ACCESS SERVICE (Contd)

3.3 Switched Access Optional Features:

Following are descriptions of the various Optional features that are available in lieu of, or in addition to, the standard features provided with the Feature Groups for Switched Access Service.

3.3.1 Nonchargeable Optional Features

(a) Supervisory Signaling where the transmission parameters permit, and where signaling conversion is required by the Customer to meet its signaling capacity, the Customer may order an optional supervisory signaling arrangement in the form of Multi-frequency (MF) Signaling for each transmission path.

3.3.2 Chargeable Option Features

(a) 800 Database Access Service: The Customer will be charged a per query based on a query of the 800-NXX-XXXX dialed and/or delivered to the Customer in conjunction with 800 Data Base Access Service.

(b) Signaling Transfer Point Access: The Customer will be charged a per mile charge and a per port charge for access to a specialized switch which provides (SS7 network access and performs (SS7 messaging routing and screening. If a customer is connected to a third party (SS7 service provider, an additional charge, as specified in Section 7.4.5.2 will apply.

3.3.3 Feature Group D Optional Features3.3.3.1 Common Switching Optional Features

(a) Alternate Traffic Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a direct access Trunk group, with additional traffic overflowing to the access tandem Trunk group and then to a Customer designated Premises. Multiple Customer Premises Alternate Routing is also available where originating traffic from a Local Switching Center is directed via a Trunk group to a Customer designated Premises until that group is fully loaded, and then additional originating traffic from the same Local Switching Center or access tandem is delivered via a different Trunk group to a second Customer designated Premise. The Customer shall specify the last Trunk CCS desired for the high use group.

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3. SWITCHED ACCESS SERVICE (Cont'd)

3.4 RATE CATEGORIES

There are three rate categories which apply to Switched Access Service:

- Local Switching
 - Local Transport
 - Common Line (see Section 5 of this tariff)

3.4.1 Local Switching

Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

Common Switching, which provides the local end office switching functions and optional features.

Transport Termination, which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)**3.4 RATE CATEGORIES, (Cont'd)****3.4.2 Local Transport**

The Local Transport rate category provides the transmission facilities between the Customer premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

.1 Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

.2 Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONTD)

3.5 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.5.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.5 OBLIGATIONS OF THE COMPANY, (Cont'd)

3.5.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.5 OBLIGATIONS OF THE COMPANY, (Cont'd)

3.5.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.5.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONTD)**3.6 OBLIGATIONS OF THE CUSTOMER**

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.6.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

(A) Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.6.7 preceding. Charges will be apportioned in accordance with those reports.

(B) Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

3.6.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

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3.7 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.7.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

3.7.2 Cancellation of Access Service Order**.1 Prior to Firm Order Confirmation Date**

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

.2 On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee.

Cancellation Fee	\$500.00
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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.8 RATES AND CHARGES

3.8.1 Recurring Charges

- .1 Local Switching
Per Access Minute:

\$0.02

- .2 Local Transport
Per Access Minute:

\$0.02

- .3 800 Data Base Access Service

Per Query:

\$0.01

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SECTION 4 – DIALTEK NETWORK SERVICE**4.1 Call Completion Service****4.1.1 General**

Call Completion Service provides for the capability of originating and terminating intrastate long distance calls to and from an end user's premises to a customer's facilities via DIALTEK's switch.

4.1.2 Call Completion Service Arrangement

Call Completion is provided as a trunkside connection, Feature Group D (FGD), to DIALTEK's switches with an associated 10XXX access code for the customer's use in originating and terminating communications.

4.1.3 Manner of Provisioning

Call Completion Service is provisioned as FGD at the DS I level using D3/D4 format on a per trunk basis and is differentiated by type and directionality of transmission. Originating traffic type represents capacity for carrying traffic from the end user to the customer; Terminating traffic represents capacity for carrying traffic from the customer to the end user. All traffic must be associated with customer-provided Carrier Identification Code (CIC)

An out of band signaling connection (Common Channel Signaling Access Services Port) is required in conjunction with FGD service equipped with out of band signaling. Out of band signaling allows the customer to pass call set-up information over a path which is separate from the message path utilizing Signaling System 7 (SS7) protocol. This connection is provided at the DSO level and provides the interconnection between DIALTEK's Signal Transfer Point (STP) and the customer's Signaling Point of Interconnection (SPOI).

4.1.4 Provisioning and Description of FGD

FGD is provided as trunk side switching and may be provided with wink start and MF-pulsing signals and answer and disconnect supervisory signaling. Out of band signaling may also be specified.

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4.1 Call Completion Service (Cont'd)4.1.4 Provisioning and Description of FGD (Cont'd.)

FGD switching is provided with multifrequency address or out of band signaling. Up to 12 digits of the called party number dialed by the customer's end user using dual tone multifrequency or dial pulse address signals will be provided by DIALTEK to the customer's premises where Call Completion Service terminates. Such address signals are subject to the ordinary transmission capabilities of the Digital Transmission Service provided.

Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance (411 or 555-1212), service codes 611 and 911, or IOXXX access codes.

The access code for FGD switching is a uniform access code of the form IOXXX. A single access code will be the assigned number of all FGD access provided to the customer by DIALTEK. No access code is required for calls to a customer over FGD facilities if the end user's service is arranged for presubscription.

Where no access code is required, the number dialed by the customer's end user shall be a seven or ten digit number for calls in the North America Numbering Plan (NANP), except for OO- calls which are routed to the predesignated customer. For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the customer's end user is NXX-XXXX, 0 or I) NXX XXXX, NPA) NXX-XXXX, 0 or I) NPA) NXX-XXXX and where the DIALTEK switch is equipped for International Direct Distance Dialing (IDDD), 0 1) CC) NN or 0 11) CC NN

When the IOXXX access code is used, FGD switching also provides for dialing the digit 0 for access to the customer's operator, 911 for access to the LEC's emergency reporting service, or the end-of-dialing digit) for cut-through access to the customer's premises.

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4.1 Call Completion Service (Cont'd.)4.1.4 Provisioning and Description of FGD (Cont'd.)

Optional features available with FGD are

- A) Automatic Number Identification (ANI) This option provides the automatic transmission of a ten digit number and information digits to the customer's premises for originating calls to identify the calling station. The (ANI) feature is an end office software function which is associated on a call-by-call basis with all individual transmission paths in a trunk group. When out of band signaling is specified, the customer may obtain an (ANI) equivalent by ordering the Charge Number optional feature as specified in (c) following. The ten-digit (ANI) telephone number will be transmitted on all calls except those identified as multiparty line or (ANI) failure, in which case only the NPA will be transmitted (in addition to the information digit described following).

The information digits identify: (1) telephone number is the station billing number) no special treatment required (2) multiparty line- telephone number is a multiparty line and can not be identified) number must be obtained via an operator or in some other manner, (3) (ANI) failure has occurred in the end office switch which prevents identification of calling telephone number) number must be obtained via an operator or in some other manner, (4) hotel/motel originated call which requires room number identification, (5) coinless station, hospital, inmate, etc. call which requires special screening or handling by the customer, (6) call is an Automatic Identified Outward Dialed (AIOD) call from customer premises equipment where the (ANI) telephone number is the listed telephone number of the customer and is not the telephone number of the calling party, and (7) Public Payphones.

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4.1 Call Completion Service (Cont'd.)4.1.4 Provisioning and Description of F (Cont'd.)

- B) Calling Party Number (CPN) Where permitted]. This option provides for the automatic transmission of the calling party's ten digit telephone number to the customer's premises for originating calls. The ten-digit telephone number consists of the NPA plus the seven-digit telephone number, which may or may not be the same as the calling station's charge number. The protocol for CPN is contained in Technical Reference TR-TSV-000905. This feature is only available when out of band signaling is specified.

DIALTEK will transmit a "privacy indicator" as part of the CPN information in those jurisdictions where end users may elect that their CPN information may not be passed to the called party, and where the end user has taken the necessary actions to ensure that their CPN is so blocked.

- C) Charge Number (CN) This option provides for the automatic transmission of the ten digit billing number of the calling station number and originating line information. The protocol for CN is contained in Technical Reference TR-TSV-000905. This feature is only available when out of band signaling is specified.
- D) Carrier Selection Parameter (CSP) This option provides for the automatic transmission of a signaling indicator which signifies to the customer whether the call being processed originated FROM a presubscribed end user of that customer. The protocol for CSP is contained in Technical Reference TR-TSV-000905. This feature is only available when out of band signaling is specified.

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4.1 Call Completion Service (Cont'd.)4.1.4 Provisioning and Description of FGD (Cont'd.)

- E) 800 Data Base Access Service. 800 Data Base Access Service is an originating only trunk side service. When an 800+NXX+XXXX call is originated by an end user, DIALTEK will perform customer identification based on screening of the full ten-digits of the 800 **number to determine the location** to which the call is to be routed.

800 Data Base Access Service calls will be delivered to the customer directly from a DIALTEK end office only when the end office is equipped with 800 Data Base query functionality, i.e., the ability to query the 800 Data Base to perform ten-digit customer identification. When the end office does not have 800 Data Base Query functionality, 800 calls will be blocked.

Call Completion rates and charges apply to 800 Data Base Access services calls originated from DIALTEK end offices. In addition to Call Completion usage charges, a basic query charge as specified in 4.3.3(C)(1)(a) following applies to each 800 Data Base Access service call delivered to the customer. A basic query charge consists of customer identification (ie., Carrier Identification Number (CIC) delivery of the tendigit number, (ANI) and the allowable area of service, designated by the customer, from which 800 calls can be received.

- F) Common Channel Signaling Access Service (CCSAS). This option allows the customer to exchange signaling information for FGD call set up over a communications path which is separate from the message path. This service includes a dedicated 56 Kbps out of band signalling connection between the customer's (SPOI) and the Company's (STP) CCSAS is provisioned for two-way transmission of out of band signaling information.

Each CCSAS Signaling Connection provides for two-way digital transmission at a speed of 56 Kbps. The connection to the (STP) pair can be made from either the customer's Signaling Point (SP) which requires a minimum of two 56 Kbps circuits or from the customer's STP pair which requires a minimum of four 54 Kbps circuits or from the (STP) locations as are set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4. CCSAS Signaling Connection rates and charges are specified in 4.3.5 following.

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4.2 Rates for DialTek Network Services

Rates for DialTek Network Services shall consist of non-recurring and recurring charges for lines, local calling, intraLATRA toll calling, optional features, and Port Charges. Rates will be established on an Individual Case Basis.

4.2.1 Rates for Call Completion Service

Non-recurring and usage rates apply for each Call Completion Service furnished by the Company. Non-recurring charges are the one time charges that apply for a specific work activity, (eg., new installations or changes to existing installations). Usage rates apply only when a specific rate element is used. They apply on a per Call Completion Service access minute and are accumulated over a monthly period.

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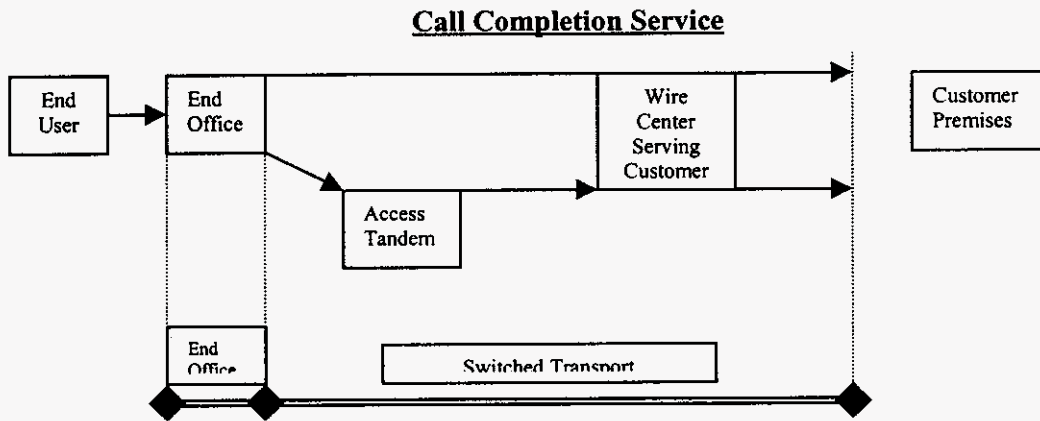
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4.2 Rates for DialTek Network Services (Cont'd.)

4.2.1 Rates for Call Completion Service (Cont'd.)

4.2.1.1 Rate Categories

The following diagram depicts a generic view of the components of Call completion Service and the manner in which the components are combined to provide a complete service.



EO - End Office
 LT - Local Transport

4.2.1.2 End Office

The End Office rate category provides for the local end office switching and end user termination functions necessary to complete the transmission of Call Completion Services to and from the end users served by the Company's end offices. The End Office rate category consist of the Call Completion rate element.

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Rates for DialTek Network Services (Cont'd.)4.2.1 Rates for Call Completion Service (Cont'd.)4.2.1.2 End Office (Cont'd.)

A) Call Completion Rate Category

The Call Completion rate element provides for the use of end office switching equipment, terminations for the end user lines terminating in the local end office, and for the termination of calls at a Company Intercept operator or recording.

<u>Call Completion</u>	<u>Rate Per</u> <u>Access Minute</u>
Originating	\$.098
Terminating	\$.068

B) Chargeable Optional Features:

1) 800 Data Base Access Service

a) 800 Data Base Query Charge

The basic query charge is assessed the customer based on the query of the 800+NXX+XXXX number dialed and/or delivered to the customer in conjunction with 800 Data Base Access Service. 800+NXX+XXXX calls delivered to the customer are based on information derived via queries to the 800 Data Base.

<u>800 DATA BASE ACCESS SERVICE</u>	<u>Per Query</u>
Customer Identification Charge	\$.0100

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4.2 Rates for DialTek Network Services (Cont'd-)**4.2.1 Rates for Call Completion Service (Cont'd.)****4.2.1.3 Local Transport**

Local transport provides the transmission facilities between the customer premises or collocated interconnection location and the Company's end-office switch(es) where the customer's traffic is switched to originate or terminate customer's communications.

Local transport is billed on a per access minute based on mileage bands. For purposes of determining the mileage, mileage shall be measured as airline mileage between the serving wire center of the customer's premises and the end office using the V) H coordinates method.

Local Transport Rates (Recurring)

<u>Mileage Band</u>	<u>Rate Per Access Minute</u>
0 to 1	\$0.025
Over 1 to 8	\$0.025
Over 8 to 16	\$0.025
Over 16 to 50	\$0.025
Over 50 to 100	\$0.025
Over 100	\$0.025

Local Transport Rates (Non-recurring)

<u>Installation</u>	<u>Non-recurring Charges</u>
First Line or Trunk	\$379.00
Each Additional Line or Trunk	\$ 12.00

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4.2 Rates for DialTek Network Services (Cont'd)**4.2.1 Rates for Call Completion Service (Cont'd.)****4.2.1.6 Feature Group D Usage Measurement**

For originating calls over FGD with multifrequency address signaling, usage measurement begins when the originating entry switch receives the first wink supervisory signal forwarded from the customer's point of termination. For originating calls over FGD with out of band signaling, usage measurement begins when the last point of switching sends the initial address message to the customer.

The measurement of originating call usage over FGD ends when the originating entry switch receives disconnect supervision from either the end user's end office, indicating the originating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

For terminating calls over FGD, the measurement of access minutes begins when the entry switch receives answer super-vision from the terminating end user's end office indicating the terminating end user has answered.

The measurement of terminating call usage over FGD ends when the FGD entry switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

For 800 Data Base Access, usage measurement begins when the originating end office switch receives the first wink supervisory signal forwarded from the customer's point of termination. 800 Data Base Access usage measurement ends when die originating end office receives on-hook disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the customer's point of termination, whichever is recognized first by the end office.

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SECTION 5 - CARRIER COMMON LINE SERVICE**5.1 GENERAL**

The Company will provide Carrier Common Line Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this tariff. Carrier Common Line provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

5.2 LIMITATIONS

No telephone number or detailed billing will be provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

5.3 APPLICATION OF INTRASTATE CHARGES

Intrastate rates apply only to that portion of Carrier Common Line Service provided for intrastate usage. Jurisdictional reporting is required as described in Section 2.6.7 of this tariff.

5.4 RATES AND CHARGES

Per access minute:

\$0.002

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SECTION 6 - SPECIAL ARRANGEMENTS (CONTD)**6.1 SPECIAL CONSTRUCTION (CONT'D)**

4. cost of removal and restoration, where appropriate; and

5. any other identifiable costs related to the specially constructed or rearranged facilities.

6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

6.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed services than those specified for such services in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- 1) LATA and type of switch
- 2) Service description
- 3) Rates and charges
- 4) Quantity
- 5) Length of the agreement.

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SECTION 7 - RECIPROCAL COMPENSATION ARRANGEMENTS**7.1 GENERAL**

Reciprocal Compensation Arrangements are available to Other Network Providers ("ONP's") who are also certified providers of local exchange service. Under a Reciprocal Compensation Arrangement, the Company compensates the ONP for Company traffic terminating on the ONP's network and the ONP compensates the Company for ONP traffic terminating on the Company's network.

The Carrier Common Line element shall not apply to Reciprocal Compensation Arrangements.

The Local Switching element shall apply to Reciprocal Compensation Arrangements.

The Local Transport element will apply to Reciprocal Compensation arrangements. The Local Transport element does not apply to traffic delivered over direct trunks to an end office where the ONP has ordered Expanded Interconnection Service at a Company end office switch or the Company has obtained similar interconnection at an ONP location.

The Company will pay transport charges for traffic that it terminates on a cellular carrier's network until such time as that carrier interconnects, through its own facilities or a third carrier's facilities, directly to a Company end office.

7.2 MEASUREMENT OF ACCESS MINUTES AND DETERMINATION OF BALANCE

The Company and Other Network Provider will measure, on a monthly basis, the originating and terminating local usage

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SECTION 8 - BILLING AND COLLECTION**8.1 GENERAL**

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

8.2 RECORDING SERVICE

Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through switched access service. Recording is provided 24 hours a day, 7 days a week.

The company will provide recording service in association with the offering of Feature Groups B for 900 Access Service, C, and D Switched Access Service for customer messages that can be recorded by company-provided automatic message accounting equipment. In addition, where the company records the customer messages on manual tickets, the company will provide recording service for the manual tickets and at offices where the company provides Feature Group A switched access service and has the ability to record the Feature Group A call detail with automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific customer, the company will provide the recording service for Feature Group A switched access service. At the request of the customer, recording service will be provided for Feature Group D switched access service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The company will provide recording service in its operating territory. The minimum territory for which the company will provide recording service is all the appropriately equipped offices in a state operating territory for which the customer has ordered Feature Group A, B for 900 service, C, or D switched access service. A state operating territory of a particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same company.

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SECTION 8 - BILLING AND COLLECTION (CONT'D)**8.2 RECORDING SERVICE (CONT'D)**

For Feature Group B or 900 Access Service, C, and D Switched Access Service, the term "customer message" used herein denotes an intrastate call originated by a customer's end user. Station message detail recording is an optional feature which provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call recording service when requested by the customer. For Feature Group A switched access service, the term "customer message" used herein denotes a call over an intrastate Feature Group A switched access service. A call includes both calls originated to and terminated from a Feature Group A switched access service. The beginning and ending of a customer message are determined pursuant to the written instructions of the customer.

8.2.1 Undertaking of the Company

A) The company will record all customer messages carried over Feature Group B for 900 access service, C, and D switched access service that are available to company-provided recording equipment or operators. The company will record all customer messages, including interLATA intrastate messages and interLATA interstate messages, carried over a Feature Group A switched access service. Unavailable customer service messages (i.e. certain Feature Group C operator and TOPS messages which are not accessible by company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the company.

B) A standard format for the provision of the recorded customer message detail will be established by the company and provided to the customer. If, in the course of company business, it is necessary to change the format, the company will notify the involved customers six months prior to the change.

Assembly and editing, provision of customer detail, data transmission to a customer location, special orders for recording and program development will be provided to the customer on a contractual basis.

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SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

C) Recorded customer message detail which is used at the request of the customer to provide message processing and message bill processing service is not retained by the company for longer than 45 days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded customer message detail. For recorded customer message detail not used by message processing service at the customer's request, the company will make every reasonable effort to recover recorded customer message detail previously made available to the customer and make it available again for the customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the customer.

8.2.2 Liability of the Company

Notwithstanding 8.2.1 preceding, the company's liability for recording service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the customer or other person or entity other than as set forth in (A) and (B) preceding shall attach to the company for its action or the conduct of its employees in providing recording service.

8.2.3 Obligations of the Customer

The customer shall order recording service under a special order.

The customer shall order recording service at least one month prior to the date when the customer message detail is to be recorded, unless customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

The customer shall order recording service for Feature Group D switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

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SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision

A) Notice and Scope

- 1) Upon forty-five (45) days' prior written notice by the customer to the company (or such shorter period as the parties may mutually agree upon), the customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the customer's end users by the company as part of its provision of billing and collection services and the changes to the customer for other services provided by the company pursuant to this tariff.
- 2) The written notice of audit shall identify the date upon which it is to commence, the location, the customer's representatives, the subject matter of the audit, and the materials to be reviewed.
- 3) The written notice of audit shall be directed to the company's representative at the address stipulated by such representative.
- 4) The company may, within thirty (30) days of receipt of the customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The company shall also indicate the new date for commencement of said audit.
- 5) Upon completion of the audit, the customer's auditors are to provide an oral report of their findings to the company prior to their departure, followed by a letter within thirty (30) days confirming findings.

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SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision (Cont'd)

B) Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the customer for its representative to conduct the audit will be paid for by the customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

C) Requests for Examinations

i) In addition to audits, the customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (ii) following. The company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.

ii) An "examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.

Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

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SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision (Cont'd)

D) Audit Provision

All information received or reviewed by the customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

E) Minimum Period and Minimum Monthly Charges

The minimum period for which recording service without sorting is provided and for which charges apply is one month.

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SECTION 8 - BILLING AND COLLECTION (CONT'D)**8.2 RECORDING SERVICE (Cont'd)****8.2.4 Payment Arrangements and Audit Provision (Cont'd)****F) Cancellation of a Special Order**

A customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the company receives written or verbal notice from the customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the customer requests the recordings to start. When a customer cancels a special order for recording service after the order date but prior to the start of service, a special order charge and the minimum monthly charges will apply.

G) Changes to Special Orders

When a customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order. All cancellation charges as set forth in (C) preceding will apply for the canceled special order.

8.2.5 Rate Regulations

The special-order charge applies for each special order accepted by the company for recording service or for a subsequently requested change.

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8.3 AUTOMATIC NUMBER IDENTIFICATION

ANI provided the automatic transmission of a seven or ten digit number and information digits to the customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a customer's premises.

8.3.1 Rate Regulations

When ANI is delivered (with Feature Group D originating) and the customer is charged the recording rate as set forth in the rate schedule, following, the ANI rate does not apply. If the customer is not charged the recording rate, the ANI rate as set forth in the rate schedule will apply for each ANI record delivered to the customer.

- per attempt \$.00420

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8.4 BILLING NAME AND ADDRESS SERVICE

Billing Name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the company.

BNA service is provided for the sole purpose of permitting the customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded customer messages.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

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8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

8.4.1 Undertaking of the Company

A) A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.

B) Upon receipt of a magnetic tape of recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the customer or, where the customer subscribes to recording service as set forth in 8.2 preceding, may be the output from that service. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day.

C) The company will specify the format in which requests and tapes are to be submitted.

D) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company customer records information system, including non-published and non-listed numbers. *If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.*

E) The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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8.4

BILLING NAME AND ADDRESS SERVICE (Cont'd)

8.4.2

Obligations of the Customer

A) With each order for BNA service, the customer shall identify the authorized individual and address to receive the BNA information.

B) A customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.

C) The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the company in accordance with the company's procedures concerning confidential information. The company will provide to the customer a statement of its procedures concerning confidential information.

D) The customer shall not publicize or represent to others that the company jointly participates with the customer in the development of the customer's end user records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.

E) When the customer orders BNA service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the company. The company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.

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8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

8.4.2 Obligations of the Customer (cont'd)

E) (cont'd)

Effective on the first of January, April, July, and October of each year the customer may update the jurisdictional report. The customer shall forward to the company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June, and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e. February, May, August, and November). No prorating or backbilling will be done based on the report. If the customer does not supply the report, the company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the company will assume the percentages to be the same as those provided in the order for service.

F) The company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

8.4.3 Rate Regulations

A) Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a customer.

B) A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.

C) Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate.

The percentages provided in the reports as set forth in 8.4.2(E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.

D) When a customer cancels an order for BNA service after the order date, the service establishment charge applies.

E) Rates:

Service Establishment Charge	\$100.00
Query Charge Per Telephone Number	\$.48

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DIALTEK, LLC

**1000 Second Avenue, Suite 1601
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990648-TX

TARIFF APPLICABLE TO TELEPHONE SERVICE

WITHIN THE STATE OF FLORIDA

**BY
DIALTEK, LLC.**

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EXPLANATION OF NOTES

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (T) Indicates Change of Text Only

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Section 1 - APPLICATION OF TARIFF

1.1 Application of Tariff

This Tariff sets forth the regulations and rates applicable to services provided by DialTek., as follows:

The furnishing of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of Florida.

1.1.1 Service Territory

DialTek., will provide service in the areas located: State of Florida

1.1.2 Availability

Service is available where facilities permit.

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Section 2 - GENERAL RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.2 Limitations on Liability

a. Indemnification by Customer

The customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company or the customer. In the event any such infringing use is enjoined, the customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

b. Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided equipment or premises wire.

c. Use of Facilities of Other Companies

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.3 Use Of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

2.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

- 1) Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.5 Directory Errors

- 2) Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 3) Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)
- 4) Credit limitation: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.
- 5) Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
- 6) Notice: Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.3 PAYMENT FOR SERVICE RENDERED

2.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (cont'd)

2.3.2 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (cont'd)

2.3.3 Return Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$10.00.

2.3.4 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 RESERVED FOR FUTURE EXPANSION

2.5 INSTALLATION SERVICE

2.6 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.7 TAXES

The Customer shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on the Company's net income). Such taxes shall be separately stated on the applicable statement.

2.8 (RESERVED FOR FUTURE USE)

2.9 SUSPENSION OR TERMINATION OF SERVICE Company shall comply with FPSC.

2.9.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- A. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the customer.
- B. Suspension will not be made until at least 8 days after written notification has been mailed to the customer and 20 days before the termination notice.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for service which have not been rendered;
- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

- e. Nonpayment of backbilled amounts as outlined in 2.11.12.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company has verified, in a manner approved by the Public Service Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 Termination For Cause Other Than Nonpayment

a. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 Termination For Cause Other Than Nonpayment (cont'd)

b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 Termination For Cause Other Than Nonpayment (cont'd)

c. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 Termination For Cause Other Than Nonpayment (cont'd)

d. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

2.9.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.10.1 Application of Rates

- a. Business rates as described in Section 7 and shown in Attachment B apply to service furnished:
 - 1. In office buildings, stores, factories and all other places of a business nature;
 - 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
 - 3. At any location when the listing or public advertising indicates a business or a profession;
 - 4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
 - 5. At any location where the customer resells or shares exchange service;
- b. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)

2.10.2 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned to any customer. The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Tariff.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

2.10.4 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS

2.11.1 Application of Rates

Residential rates as described in Section 6 and shown in Attachment B apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

2.11.2 Telephone Number Changes

When a residential customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Tariff.

When service in an existing location is continued for a new customer, the existing number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)****2.11.3 Deposits (RESERVED FOR FUTURE USE)****2.11.4 Installment Billing For Nonrecurring Charges**

A residential customer may elect to pay service connection and other nonrecurring charges associated with a service order in monthly installments for up to a 12 month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

Installment billing is subject to the following restrictions:

- a. Installment billing may be used only by residential customers;
- b. Charges will be billed in the number of installments of equal dollar amounts as requested by the customer up to a maximum of 12 installments over the course of 12 months;
- c. A customer may not pay a portion of the charges and then request installment billing for the remaining charges;
- d. More than one installment plan may be in effect for the same customer at the same time;
- e. If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
- f. A customer may elect to pay the unbilled charges before the expiration of the installment plan;
- g. Installment billing payments will continue even when an account is temporarily suspended;
- h. No interest or carrying charges will be applied to the outstanding balance during the installment period.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)****2.11.5 Adjusted Payment Schedule**

A customer on a fixed income (e.g., pension and public assistance) shall be offered the opportunity to pay his or her bills on a reasonable schedule that is adjusted for periodic receipt of income.

2.11.6 Deferred Payment Agreements

Service will not be suspended or terminated unless the customer has been advised that a deferred payment plan can be arranged. An existing residential customer with three or more months service and for whom service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA). The DPA notice will be mailed no less than six days before termination of total service.

A Deferred Payment Agreement will be for a period agreed to by both the customer and the Company.

If the Company believes that the customer has the resources to pay the bill, it shall notify both the customer and the Commission in writing of the reasons for its belief. The Commission shall make the final determination as to whether a DPA should be provided. A customer with medical emergencies and a customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)****2.11.7 Dishonored Checks**

When a check received from a residential customer is dishonored, the company shall make two attempts, one outside of normal business hours, to contact the customer within 24 hours. The customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the customer has not submitted a dishonored check within the past 12 months.

2.11.8 Suspension or Termination - Abandonment

Suspension/termination of residential service for abandonment or unauthorized use may occur only after the Company makes a reasonable attempt to determine occupancy or authorized use, or the customer takes reasonable steps to prevent unauthorized use. A notice must be sent to the customer five days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or the company is advised that a new customer has moved into the location.

2.11.9 Backbilling for Residential Customers

The Company shall not charge a residential customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than six months prior to the mailing of the bill or the upward adjustment unless the conduct of the customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the customer that suspension/termination of service is not permitted for charges billed in excess of six months after the service was provided. The customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the backbilling period.

2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance 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 below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

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2.12.1 Credit for Interruptions

- a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
 - i. if interruption continues for less than 24 hours:
 - a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
 - b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
 - ii. if interruption continues for more than 24 hours:
 - a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

2.12.1 Credit for Interruptions (cont'd)

c. (cont'd)

b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

d. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

e. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)****2.12.2 Limitations on Credit Allowances**

No credit allowance will be made for:

- a) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- b) interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- c) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- d) interruptions of service 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;
- e) interruptions of service due to circumstances or causes beyond the control of the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.13 AUTOMATIC NUMBER IDENTIFICATION

2.13.1 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- 1) The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- 2) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- 3) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- 4) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- 5) Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

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Section 3 - CONNECTION CHARGES

3.1 CONNECTION CHARGE

3.1.1 General

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

3.1.2 Exceptions to the Charge

- a. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- b. No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.
- c. The Company may from time to time waive or reduce the charge as part of a promotion. See Section 5.2.

3.2 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Tariff.

	<u>Business</u>	<u>Residence</u>
Charges:	\$ 8.00	\$ 8.00

3.3 MOVES, ADDS AND CHANGES

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

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Section 3 - CONNECTION CHARGES (cont'd)

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

Residence Charge per:	<u>Move</u>	<u>Add</u>	<u>Change</u>
	\$ 5.00	\$ 5.00	\$ 5.00
Business Charge per:	<u>Move</u>	<u>Add</u>	<u>Change</u>
	\$ 5.00	\$ 5.00	\$ 5.00

3.4 CHARGES ASSOCIATED WITH PREMISES VISIT**3.4.1 Terms and Conditions**

The customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Residence and Business charges may differ. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

2 to 6 pair inside wire
Faceplates
RJ11C, RJ14C, RJ11W and RJ14W type station jacks
Staples, screws, nail, tape, connectors, etc.

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Section 3 - CONNECTION CHARGES (cont'd)

3.4.2 Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

	Charge
Per Premises Visit, Residence:	\$10.00
Per Premises Visit, Business:	\$10.00

3.4.3 Inside Wire Maintenance and Installation

The customer may provide inside wiring for single-line station equipment or may elect to have the Company's technicians install or maintain inside wire.

.1 Inside Wire Installation Charge

Flat Installation Charges apply when a customer requests new noncomplex wire and jack installation or requests existing noncomplex wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring.

Material is included in each time increment charge.

Flat Jack Installation Charge
Per order, per premises

- 1st Jack.....	\$1.00
- Each Additional, Prewired	\$1.00
- Each Additional, Unwired	\$1.00

Flat Wire Installation Charge

Per wall, per wire pull, Residence \$10.00

Flat Wire Installation Charge

Per wall, per wire pull, business \$10.00

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Section 3 - CONNECTION CHARGES (cont'd)

.2 Flat Inside Wire Maintenance Charge

The Flat Inside Wire Maintenance Charge applies when a customer requests noncomplex wire and jack maintenance and does not subscribe to the Inside Wire Maintenance Option. Material is included in the Flat Time and Materials Charge.

Per Premises Visit, Residence	\$10.00
Per Premises Visit, Business	\$10.00

3.4.3 Inside Wire Maintenance and Installation

The customer may provide inside wiring for single-line station equipment or may elect to have the Company's technicians install or maintain inside wire.

.1 Inside Wire Installation Charge

Flat Installation Charges apply when a customer requests new noncomplex wire and jack installation or requests existing noncomplex wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring.

Material is included in each time increment charge.

Flat Jack Installation Charge

Per order, per premises

- 1st Jack	\$10.00
- Each Additional	\$10.00

Flat Wire Installation Charge

Per wall, per wire pull

\$10.00

.2 Flat Inside Wire Maintenance Charge

The Flat Inside Wire Maintenance Charge applies when a customer requests noncomplex wire and jack maintenance and does not subscribe to the Inside Wire Maintenance Option. Material is included in the Flat Time and Materials Charge.

Per Premises Visit	\$10.00
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Section 3 - CONNECTION CHARGES (cont'd)

3.4 CHARGES ASSOCIATED WITH PREMISES VISIT (cont'd)

3.4.3 Inside Wire Maintenance and Installation (cont'd)

.3 Monthly Inside Wire Maintenance Option

The Monthly Inside Wire Maintenance Option provides subscribers paying a monthly fee with ongoing maintenance of noncomplex wire and jack. Premises Visit Charges and Time and Material Charges are waived for maintenance work provided under the terms of the Monthly Inside Wire Maintenance Option.

Inside Wire Monthly Maintenance Option (per residence account)	\$01.50
--	---------

3.5 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's intraLATA or interLATA service after the initial installation of service.

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Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES**4.1 GENERAL****4.1.1 Description**

IntraLATA toll service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff.

IntraLATA toll calling includes the following types of calls: direct dialed, calling card, collect, 3rd number billed, special toll billing, requests to notify of time and charges, person to person calling and other station to station calls.

4.1.2 Classes of Calls

Service is offered as two classes: station to station calling and person to person calling.

- a. Station to Station Service is that service where the person originating the call dials the telephone number desired or gives the Company operator the telephone number of the desired telephone station or system.
- b. Person to Person Service is that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person to person call when, after the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate.

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Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (cont'd)

4.2 TIMING OF CALLS

- 4.2.1 Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.
- 4.2.2 For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 4.2.4 For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- 4.2.4 Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- 4.2.5 Calls originating in one time period as defined in Section 4.3 and terminating in another will be billed the rates in effect at the beginning of each minute.

4.3 TIME PERIODS DEFINED

Unless otherwise indicated in this Tariff, the following time periods apply.

- 4.3.1 Peak: 7:00 a.m. to, but not including, 7:00 p.m. - Monday through Friday
- 4.3.2 Off-Peak: 7:00 p.m. to, but not including, 7:00 a.m. - Sunday through Friday
All day Saturday and Sunday
All Holidays
- 4.3.3 Holidays include Christmas, New Year's Day, Thanksgiving, Independence Day, and Labor Day.
- 4.3.4 All times refer to local time.

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Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (cont'd)

4.4 REGULATIONS AND COMPUTATION OF MILEAGE

Calls for which rates are mileage sensitive are rated on the airline distance between the originating rate center and the terminating rate center.

4.4.1 Originating Rate Center

A customer's primary local exchange number includes an NXX code that is associated with a specific rate center. The originating point of all calls charged to that customer's account shall be the location of the customer's rate center.

4.4.2 Terminating Rate Center

The terminating point for all calls shall be the location of the local rate center associated with the called number.

4.4.3 Calculation of Mileage

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between any two rate centers is determined as follows:

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4.4 REGULATIONS AND COMPUTATION OF MILEAGE (cont'd)

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor tariffs. To determine the airline distance between any two locations, proceed as follows:

- a. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- b. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- c. Square each difference obtained in step b., above.
- d. Add the square of the "V" difference and the "H" difference obtained in step c., above.
- e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

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Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (cont'd)

- f. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

4.5 CALL CHARGES

Rates are based on the duration of the call as measured according to Section 4.2 above, time of day rate period of the call as described in Section 4.3 and the airline mileage between points of the call as described in Section 4.4. In addition, where live or automated operator assistance is required for call completion or billing, a per call service applies.

Charges for all classes of calls may be to the calling station, to the called station when the called party agrees to accept the charges, to an authorized telephone number which is not the called station or the calling station (3rd number billing), or to an authorized calling card.

4.5.1 Usage Charges

Mileage	Peak		Off-Peak	
	First Minute	Each Additional Minute	First Minute	Each Additional Minute
0 - 8	\$0.15	\$0.15	\$0.15	\$0.15
9 - 13	\$0.15	\$0.15	\$0.15	\$0.15
over 13	\$0.15	\$0.15	\$0.15	\$0.15

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Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (cont'd)

4.5 CALL CHARGES (cont'd)

4.5.2 Per Call Service Charges

The following service charges apply to intraLATA toll calls for which live or automated operator assistance is provided for call completion and/or billing.

Customer Dialed Calling Card	\$0.80
Person to Person	\$4.90
3rd Number Billed	\$2.35
Collect	\$2.25

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Section 5 (Reserved for Expansion)

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Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES

6.1 GENERAL

Residential Network Switched Service provides a residential customer with a connection to the Company's switching network which enables the customer to:

- a) place and receive calls from other stations on the public switched telephone network;
- b) access the Company's local calling service;
- c) access the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and
- d) access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

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Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 SERVICE DESCRIPTIONS AND RATES

The following Residential Network Switched Service Options are offered:

Residential Flat Rate Service
Residential Message Rate Service
Key Residential Line Service

All Residential Network Switched Service may be connected to customer-provided terminal equipment such as station sets or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

The following Custom Calling Service features are offered to Residential Network Switched Service Subscribers:

Three Way Calling
Call Forward Busy
Call Forward Don't Answer
Call Forward Variable
Call Hold
Call Waiting
Cancel Call Waiting
Distinctive Ringing
Regular Multiline Hunting
Speed Calling

The following CLASS features are offered to Residential Network Switched Service Subscribers:

Call ID
Automatic Redial
Automatic Call Back
Automatic Recall
Customer Originated Trace

Charges for Residential Network Switched Service include a nonrecurring service connection charge and a monthly recurring charge for each line. Monthly recurring charges apply to optional voice mail and service features. Message charges apply to Message Rated Service, in addition to other rate elements described above.

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Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

6.2.1 Flat Rate Service

.1 Description

Flat Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Service to points within the local calling area is included in the charge for Flat Rate Service. Local calling areas are as specified in Section 1.

Each Flat Rate Service line corresponds to a single, analog, voice-grade channel that can be used to place or receive one call at a time. Flat Rate Service lines are provided for connection to a single, customer-provided station set or facsimile machine.

Each Flat Rate Service Line has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop Start

Pulse Type: Dual Tone Multi-Frequency (DTMF)

Directionality: Two-way, In-Only, or Out-Only, as specified by the customer.

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Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

6.2.1 Flat Rate Service (cont'd)

.2 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

Nonrecurring Connection Charge: \$25.00

Monthly Recurring Charges:

- Each Service Line \$25.00

Custom Calling Features
(per line, per month)

- Each feature \$5.00

- Package of 3 features \$10.00

- Package of 6 features \$15.00

- Package of 9 features \$20.00

CLASS Features
(per line, per month)

- Each feature \$10.00

- Package of 3 features \$15.00

- Package of 6 features \$21.00

- Package of 9 features \$24.00

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Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

6.2.2 Message Rate Service

Message Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on the basis of the number of completed calls during the billing period. Local calling areas are as specified in Section 1.

.1 Description

Each Message Rate Service Line corresponds to a single, analog, voice-grade channel that can be used to place or receive one call at a time. Message Rate Service lines are provided for connection to a single, customer-provided station set or facsimile machine.

Each Measured Rate Port has the following characteristics:

Terminal Interface:..... 2-wire

Signaling Type: Loop Start

Pulse Type: Dual Tone Multi-Frequency (DTMF)

Directionality: Two-way, In-Only, or Out-Only, as specified by the customer.

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Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

6.2.2 Message Rate Service (cont'd)

.2 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period.

Nonrecurring Connection Charge:\$50.00

Monthly Recurring Charges:

- Each Base Service Line\$25.00
- Voice Mail Option, per line.....\$15.00

Custom Calling Features
(per line, per month)

- Each feature\$10.00
- Package of 3 features.....\$15.00
- Package of 6 features.....\$21.00
- Package of 9 features.....\$24.00

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Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

6.2.2 Message Rate Service (cont'd)

.2 Recurring and Nonrecurring Charges (cont'd)

CLASS Features
(per line, per month)

- Each feature	\$10.00
- Package of 3 features.....	\$15.00
- Package of 6 features.....	\$21.00
- Package of 9 features.....	\$24.00

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Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

6.2.2 Message Rate Service (cont'd)

.3 Message Usage Charges

Per Message\$15

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Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

6.2.3 Key Residential Line Service

.1 General

Key Residential Line Service provides the customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. The Key Residential Line is available as a flat rate or message rated service. Key Residential Line Service is provided for connection of customer-provided key system terminal equipment. All key system lines will be equipped with touchtone and multiline hunt.

Each Key Residential Line has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop start

Pulse Type: Dual-tone multifrequency (DTMF)

Directionality: Two-Way, In-Only or Out-Only, as specified by the customer

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Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

6.2.3 Key Residential Line Service (cont'd)

.2 Flat Rate Key Residential Line Service

.1 Description

Service to points within the local calling area is included in the charge for Flat Rate Service. Local calling areas are as specified below.

.2 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

Nonrecurring Connection Charge:\$50.00

Monthly Recurring Charges:

- Each Service Line\$25.00

- Voice Mail Option, per line\$15.00

Custom Calling Features
(per line, per month)

- Each feature\$10.00

- Package of 3 features\$15.00

- Package of 6 features\$21.00

- Package of 9 features\$24.00

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Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

6.2.3 Key Residential Line Service (cont'd)

.2 Flat Rate Key Residential Line Service (cont'd)

.2..... Recurring and Nonrecurring Charges (cont'd)

CLASS Features
(per line, per month)

- Each feature\$10.00
- Package of 3 features.....\$15.00
- Package of 6 features.....\$21.00
- Package of 9 features.....\$24.00

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Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

6.2.3 Key Residential Line Service (cont'd)

.3 Message Rate Key Residential Line Service

.1 Description

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in SECTION 1.

.2Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff. Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period.

Nonrecurring Connection Charge:\$50.00

Monthly Recurring Charges:

- Each Base Service Line\$25.00

- Voice Mail Option, per line.....\$15.00

Custom Calling Features:
(per line, per month)

- Each feature\$5.00

- Package of 3 features.....\$15.00

- Package of 6 features.....\$21.00

- Package of 9 features.....\$24.00

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Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

6.2.3 Key Residential Line Service (cont'd)

.3 Message Rate Key Residential Line Service (cont'd)

.2 Recurring and Nonrecurring Charges (cont'd)

CLASS Features
(per line, per month)

- Each feature	\$10.00
- Package of 3 features.....	\$15.00
- Package of 6 features.....	\$21.00
- Package of 9 features.....	\$24.00

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Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

6.2.3 Key Residential Line Service (cont'd)

.3 Message Rate Key Residential Line Service (cont'd)

.3 Message Usage Charges

Per Message\$.15

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES

7.1 GENERAL

Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's local calling service;
- c) access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- d) access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges as described in Section 2 apply to all service on a one-time basis unless waived pursuant to this Tariff.

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES

The following Business Access Service Options are offered:

Basic Business Line Service
Business Key System Line Service
Shared Tenant Service
PBX Trunks
Centrex Service

Basic Business Line Service, Key System Line Service, Shared Tenant Service and Analog PBX trunks are offered with flat rate or message rate local service, at the option of the customer. Digital PBX Trunks are offered on a flat rate basis only.

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.1 Basic Business Line Service

.1 General

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a message usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface:..... 2-wire

Signaling Type: Loop start

Pulse Types: Dual Tone Multifrequency (DTMF)

Directionality: Two-Way, In-Only, or Out-Only, at the option of the customer

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.1 Basic Business Line Service (cont'd)

.2 Flat Rate Basic Business Line Service

.1 Description

Service to points within the local calling area is included in the charge for Flat Rate Service. Local calling areas are as specified in SECTION 1.

.2 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

Nonrecurring Connection Charge:\$50.00

Monthly Recurring Charges:

- Each Service Line\$50.00

- Voice Mail Option, per line\$15.00

Custom Calling Features
(per line, per month)

- Each feature\$10.00

- Package of 3 features\$15.00

- Package of 6 features\$21.00

- Package of 9 features\$24.00

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.1 Basic Business Line Service (cont'd)

.2 Flat Rate Basic Business Line Service

.2 Recurring and Nonrecurring Charges (cont'd)

CLASS Features
(per line, per month)

- Each feature	\$10.00
- Package of 3 features	\$15.00
- Package of 6 features	\$21.00
- Package of 9 features	\$24.00

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.1 Basic Business Line Service (cont'd)

.3 Message Rate Basic Business Line Service

.1 Description

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in SECTION 1.

.2 Recurring and Nonrecurring Charges

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period. In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

Nonrecurring Connection Charge:\$50.00

Monthly Recurring Charges:

- Each Base Service Line\$25.00

- Voice Mail Option, per line.....\$15.00

Custom Calling Features:
(per line, per month)

- Each feature\$10.00

- Package of 3 features.....\$15.00

- Package of 6 features.....\$21.00

- Package of 9 features.....\$24.00

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.1 Basic Business Line Service (cont'd)

.3 Message Rate Basic Business Line Service (cont'd)

.2..... Recurring and Nonrecurring Charges (cont'd)

CLASS Features
(per line, per month)

- Each feature	\$10.00
- Package of 3 features.....	\$15.00
- Package of 6 features.....	\$21.00
- Package of 9 features.....	\$24.00

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.1 Basic Business Line Service (cont'd)

.3 Message Rate Basic Business Line Service (cont'd)

.3 Message Usage Charges

Per Message \$.15

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.2 Business Key System Line Service

.1 Description

Business Key System Line Service provides the customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. The Business Key System Line is available as a message rated service. Business Key System Line Service is provided for connection of customer-provided key system terminal equipment. All key system lines will be equipped with touchtone and multiline hunt.

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in SECTION 1.

Each Business Key System Line has the following characteristics:

Terminal Interface:..... 2-wire

Signaling Type: Loop start

Pulse Types: Dual Tone Multifrequency (DTMF)

Directionality: Two-Way, In-Only, or Out-Only, at the option of the customer

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.2 Business Key System Line Service (cont'd)

.2 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period.

Nonrecurring Connection Charge:\$10.00

Monthly Recurring Charges:

- Flat Rate Business Key.....\$50.00
- Message Rate Business Key.....\$25.00
- Voice Mail Option, per line.....\$15.00

Custom Calling Features
(per line, per month)

- Each feature\$10.00
- Package of 3 features.....\$15.00
- Package of 6 features.....\$21.00
- Package of 9 features.....\$24.00

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.2 Business Key System Line Service (cont'd)

.2 Recurring and Nonrecurring Charges (cont'd)

CLASS Features
(per line, per month)

- Each feature	\$10.00
- Package of 3 features.....	\$15.00
- Package of 6 features.....	\$21.00
- Package of 9 features.....	\$24.00

.3 Message Usage Charges

Per Message	\$.15
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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.3 PBX Trunk Service

.1 General

Analog and/or digital PBX trunks are provided for connection of customer-provided PBX terminal equipment. Analog trunks are delivered on a DS0 level and digital trunks are delivered at the DS1 level. All trunks are equipped with multiline hunting.

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers.

Each Analog Trunk has the following characteristics:

Terminal Interface:	2-wire or 4-wire, as required for the provision of service
Signaling Type:	Loop, Ground, E&M I, II, III
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.3 PBX Trunk Service (cont'd)

.2 Flat Rate Analog PBX Trunks

1..... General

Service to points within the local calling area is included in the charge for Flat Rate Analog PBX Trunk Service. Local calling areas are as specified in SECTION 1.

.2 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

Monthly Recurring Charges:\$75.00

Terminal Numbers:

1-10 lines in terminal group.....\$15.00

11-20 lines in terminal group.....\$25.00

21 + lines in terminal group.....\$30.00

.3 Message Rate Analog PBX Trunks

.1 Description

Message Rate Analog PBX Trunks provide the customer with a single, analog, voice grade telephonic communications channel which can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a message rate basis. DID trunks are arranged for one-way inward calling only.

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.3 PBX Trunk Service (cont'd)

.3 Message Rate Analog PBX Trunks (cont'd)

.2.....Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff. Charges for each Message Rate PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period. Local calling areas are as specified in SECTION 1.

Nonrecurring Connection Charge:\$50.00

Monthly Recurring Charges:

- Each Trunk\$25.00

Terminal Numbers:

1-10 lines in terminal group.....\$15.00

11-20 lines in terminal group.....\$25.00

21 + lines in terminal group.....\$30.00

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.3 PBX Trunk Service (cont'd)

.3 Message Rate Analog PBX Trunks (cont'd)

.3 Message Usage Charges

Per Message Charge.....\$0.15

.4 Analog DID Trunks

Nonrecurring Connection Charge\$60.00

Monthly Recurring Charges (per trunk).....\$35.00

DID Station Numbers

- Each Group of 20\$6.00

- Each Group of 100\$26.00

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.3 PBX Trunk Service (cont'd)

.5 Digital PBX Trunk Service

.1 Description

Digital PBX Trunk Service provide a customer with connection to the Company switch via a DS1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 analog voice grade telephonic communications channels. Digital PBX Trunks are provided for connection of customer-provided PBX equipment or trunk capable key systems to the Company switch. Each Digital PBX Trunk has the following characteristics:

Terminal Interface:..... Channel Bank or DSX-1 panel

Signaling Type: Loop, Ground, E&M I, II, III

Start Dial Indicator: Immediate Wink, Delay Dial, Dial Tone

Pulse Type: Dual Tone Multi-Frequency (DTMF)

Directionality: In-Coming or Out-Going Only, as specified by the customer

Service to points within the local calling area is included in the charge for Digital PBX Trunk Service. Local calling areas are as specified in SECTION 1.

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.3 PBX Trunk Service (cont'd)

.5 Digital PBX Trunk Service (cont'd)

.2 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff. Charges for each Message Rate Digital PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period.

Where appropriate facilities do not exist, Special Construction charges will also apply.

Nonrecurring Connection Charge:\$500.00

Monthly Recurring Charges:

Flat Rate:

- Facility\$100.00
 - Per Active Channel (DID).....\$25.00
 - Per Active Channel (DOD).....\$75.00

Message Rate:

- Facility\$500.00
 - Per Active Channel (DID).....\$25.00
 - Per Active Channel (DOD).....\$75.00

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.3 PBX Trunk Service (cont'd)

.5 Digital PBX Trunk Service (cont'd)

.3..... Message Usage Charges

Per Message Charge.....\$0.15

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.4 Centrex Service

.1 Description

Centrex Service is a multi-station system offered to the business customer with 2 or more lines or trunks. It consists of digital switching equipment in the Company's switches connected to station lines on the customer's premises. Centrex Service enables the customer to originate and receive local calls within its system at no additional charge. Service to points within the local calling area is included in the charge for Centrex Service. Local calling areas are as specified in SECTION 1.

Centrex Service is offered on a contracted basis with four terms: 24, 36, 60 and 84 months. Thirty days prior to the expiration of the contract term, the subscriber may cancel service or renew for a new term commitment. If the subscriber does not cancel or renew the service, service will continue on a month to month basis at the monthly rate associated with the twenty-four month term plan.

Each Centrex Station Line has the following characteristics:

Terminal Interface: 2-Wire or 4-Wire as required for the provision of service

Signaling Type: Loop Start

Pulse Type: Dual Tone Multi-Frequency (DTMF)

Directionality: Two-Way, In-Only or Out-Only

.2 Features

The Centrex customer choose one of three feature packages: Basic, Enhanced and Premium. Basic Centrex includes all Centrex features except attendant features and Customer Management System. Enhanced Centrex includes attendant features. Premium Centrex offers all features, attendant features and Customer Management system.

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.4 Centrex Service (cont'd)

.2 Features (cont'd)

The following Centrex features are available to the customer of Centrex Service at no additional charge:

	Basic	Enhanced	Premium
Add-On Hold	X	X	X
Attendant Camp On		X	X
Attendant Conference		X	X
Attendant Direct Station Selection		X	X
Automatic Call Distribution			X
Automatic Route Selection (ARS)	X	X	X
Call Forward - Busy	X	X	X
Call Forward - No Answer	X	X	X
Call Pickup	X	X	X
Call Transfer Internal	X	X	X
Call Transfer Outside	X	X	X
Call Waiting	X	X	X
Call Waiting - Attendant Lamp		X	X
Code Calling	X	X	X
6-Way Conference			X
Directed Call Pickup	X	X	X
Group Numbering	X	X	X

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.4 Centrex Service (cont'd)

.2 Features (cont'd)

	Basic	Enhanced	Premium
Intercom Dialing	X	X	X
Loudspeaker Paging	X	X	X
Manual Control of ARS		X	X
Make Busy	X	X	X
Multiline Hunt	X	X	X
Night Service	X	X	X
Outward Call for PBX	X	X	X
Power Fail Transfer	X	X	X
Queuing	X	X	X
Single Digit Dialing	X	X	X
Tandem Dialing	X	X	X
Toll Diversion - Attendant		X	X
Uniform Call Distribution	X	X	X
Customer Management System			X
Speed Calling	X	X	X
Three Way Calling	X	X	X

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.4 Centrex Service (cont'd)

.3 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

.1Basic Centrex (Flat Rated)
.....
.....Per Station Line:

Nonrecurring Connection Charge:\$200.00

Monthly Recurring Charges:

Term

24 months\$100.00

36 months\$100.00

60 months\$100.00

84 months\$100.00

DS1 Port Charges

for DS1 Interconnection

(per 24 Centrex Changes):\$500.00

Voice Mail, per line per month:\$20.00

Over 200 lines Individual Case Basis

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.4 Centrex Service (cont'd)

.3 Recurring and Nonrecurring Charges (cont'd)

.2Enhanced Centrex (Flat Rate)

.....Per Station Line:

Nonrecurring Connection Charge:\$200.00

Monthly Recurring Charges:

Term

24 months\$100.00

36 months\$100.00

60 months\$100.00

84 months\$100.00

DS1 Port Charges

for DS1 Interconnection

(per 24 Centrex Channels):\$500.00

Voice Mail, per line per month:\$20.00

Over 200 lines Individual Case Basis

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.4 Centrex Service (cont'd)

.3 Recurring and Nonrecurring Charges (cont'd)

.3Premium Centrex (Flat Rate)
.....
.....Per Station Line:

Nonrecurring Connection Charge:\$500.00

Monthly Recurring Charges:

Term

24 months\$100.00

36 months\$100.00

60 months\$100.00

84 months\$100.00

DS1 Port Charges

for DS1 Interconnection

(per 24 Centrex Channels):\$500.00

Voice Mail, per line per month:\$20.00

Over 200 lines Individual Case Basis

.4 Direct Inward Dialing

Each Group of 20 Numbers\$10.00

Each Group of 100 Numbers\$30.00

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.4 Centrex Service (cont'd)

.3 Recurring and Nonrecurring Charges (cont'd)

Terminal Numbers:

1-10 lines in terminal group.....	\$15.00
11-20 lines in terminal group.....	\$25.00
21 + lines in terminal group.....	\$40.00

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Section 8 – RESERVED FOR FUTURE USE

(Reserved for Expansions)

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SECTION 9 - EXPLANATION OF TERMS**AGENCY**

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

ALTERNATE ROUTING ("AR")

Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes down for a period (night service).

ANALOG

A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

APARTMENTS

A building or group of buildings used primarily to provide complete residential apartments but not lodging on a day-to-day basis.

ASCII

American Standard Code for Information Interchange. An eight-level code for data transfer adopted by the American Standards Association.

ASYNCHRONOUS

Transmission in which each information character is individually synchronized usually by the use of start-stop elements. The gap between each character is not of a fixed length.

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User

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SECTION 9 - EXPLANATION OF TERMS (cont'd)**ATTENDANT**

An operator of a PBX console or telephone switchboard.

AUTOMATIC LOCATION IDENTIFICATION ("ALI")

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

AUTOMATIC NUMBER IDENTIFICATION ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

BIT

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

BUILDING

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

CALL INITIATION

The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

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SECTION 9 - EXPLANATION OF TERMS (cont'd)**CENTRAL OFFICE**

An operating office of the Company where connections are made between telephone exchange lines.

CENTRAL OFFICE LINE

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

CHANNEL CONVERSION

The termination of 1.544 Mbps Service at a customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the customer.

CHANNEL SERVICE UNIT ("CSU")

The equipment located at the customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

COLLEGE

An establishment for higher education authorized to confer degrees where lodging for the students is maintained on the premises.

COMMUNICATIONS SYSTEMS

Channels and other facilities which are capable of two-way communications between subscriber -provided terminal equipment or Telephone Company stations, even when not connected to exchange and message toll communications service.

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SECTION 9 - EXPLANATION OF TERMS (cont'd)

COMPANY

DialTek , unless otherwise clearly indicated from the context.

COMMISSION

The Florida Public Service Commission.

CUSTOMER

The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

CUSTOMER PREMISES EQUIPMENT (CPE)

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

DEFAULT ROUTING ("DR")

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

DEMARCATON POINT

The physical dividing point between the Company's network and the customer.

DIAL PULSE ("DP")

The pulse type employed by a rotary dial station set.

DIRECT INWARD DIAL ("DID")

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

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SECTION 9 - EXPLANATION OF TERMS (cont'd)

DIRECT OUTWARD DIAL ("DOD")

A service attribute that allows individual station users to access and dial outside numbers directly.

DIGITAL

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

DUAL TONE MULTI-FREQUENCY ("DTMF")

The pulse type employed by tone dial station sets. (Touch tone)

EMERGENCY SERVICE NUMBER ("ESN")

A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the customer.

E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error", can also be an omission in records.

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SECTION 9 - EXPLANATION OF TERMS (cont'd)

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

FINAL ACCOUNT

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

FLAT RATE SERVICE

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

GROUND START

Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

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SECTION 9 - EXPLANATION OF TERMS (cont'd)**HANDICAPPED PERSON**

A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:

Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

HOSPITAL

An establishment for treatment of human patients by members of the medical profession where lodging for the patients is maintained on the premises.

HOTEL

An establishment offering lodging with or without meals to the general public on a day-to-day basis.

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SECTION 9 - EXPLANATION OF TERMS (cont'd)**INCOMING SERVICE GROUP**

Two or more central office lines arranged so that a call to the First line is completed to a succeeding line in the group when the first line is in use.

INTERFACE

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTEROFFICE MILEAGE

The segment of a line which extends between the central offices serving the originating and terminating points.

INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

JOINT USER

A person, firm, or corporation which uses the telephone service of a subscriber as provided in Section 1 of the Tariff.

KILOBIT

One thousand bits.

LATA

Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside this area ("interLATA") service is provided by long distance companies.

LINK

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

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SECTION 9 - EXPLANATION OF TERMS (cont'd)**LEASED CHANNEL**

A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

LOCAL CALL

A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

LOCAL SERVICE

Telephone exchange service within a local calling area.

LOOP START

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

LOOPS

Segments of a line which extend from the serving central office to the originating and to the terminating point.

MEGABIT

One million bits.

MESSAGE RATE SERVICE

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

MOVE

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

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SECTION 9 - EXPLANATION OF TERMS (cont'd)

MULTI-FREQUENCY ("MF")

An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

MULTILINE HUNT

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

NETWORK CONTROL SIGNALING

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

NETWORK CONTROL SIGNALING UNIT

The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

NODE

The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

PBX

A private branch exchange.

PORT

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

PREMISES

The space occupied by a customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

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SECTION 9 - EXPLANATION OF TERMS (cont'd)

PRIVATE BRANCH EXCHANGE SERVICE

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

PUBLIC ACCESS LINE SERVICE

Service providing facilities for a customer owned coin operated telephone ("COCOT").

PUBLIC SAFETY ANSWERING POINT ("PSAP")

An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

RATE CENTER

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

REFERRAL PERIOD

The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

RESALE OF SERVICE

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without 'adding value') for profit.

SAME PREMISES

All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

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SECTION 9 - EXPLANATION OF TERMS (cont'd)**SELECTIVE ROUTING ("SR")**

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

SERVING CENTRAL OFFICE

The central office from which local service is furnished.

SHARING

An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

STATION

Each telephone on a line and where no telephone associated with the line is provided on the same premises *and in the same building*, the first termination in station key equipment or a jack for use with a portable telephone.

SUSPENSION

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

SYNCHRONOUS

Transmission in which there is a constant time interval between bits, characters or events.

T-1 SYSTEM

A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

TELEPHONE CALL

A voice connection between two or more telephone stations through the public switched exchange system.

Issued:**Effective:**

Issued By Charles R. Power, President
DialTek, LLC
1000 Second Avenue, Suite 1601
Seattle, Washington 98104

TELEPHONE GRADE LINES

Lines furnished for voice transmission or for certain signaling purposes.

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TIE LINE

A dedicated line connecting two switchboards or dial systems.

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

TONE DIAL SIGNALING ("TD")

An electronic signal emitted by the circuitry of Touch-Tone-type push-button dials to represent a dialed digit.

TWO WAY

A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

USER

A customer, joint user, or any other person authorized by a customer to use service provided under this Tariff.

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