

## VIA AIRBORNE EXPRESS

January 30, 1998

Mr. Walter D'Haeseleer Director, Division of Communications Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850

Cancellation of Fictitious Name RE:

936157 71

Dear Mr. D'Haeseleer:

WorldCom Network Services, Inc. ("WNS") hereby notifies the Florida Public Service Commission of the cancellation of its fictitious name "d/b/a WilTel Network Services". The corporation will no longer conduct business in Florida under its fictitious name. All business will be conducted as WorldCom Network Services, Inc.

WNS is a wholly-owned subsidiary of WorldCom, Inc., whose principal office is located at 515 East Amite Street, Jackson, Mississippi 39211. Pursuant to authority granted by the Federal Communications Commission, WNS currently originates interstate and international traffic in 48 states. The company is authorized to provide intrastate services in 48 states, including Florida.

The proposed change will have no material effect on the day-to-day operations of the company. The rates, terms and conditions of services currently offered by WNS to its Florida customers will not be affected by the fictitious name cancellation. In short, The cancellation will have no adverse impact upon its customers in Florida. Further, WNS is in the process of filing the necessary documents at the Secretary of State to accomplish this fictitious name cancellation.

An original and two (2) copies of the revised tariff, reflecting the fictitious name cancellation is enclosed. No other changes are being proposed in the revised tariff and, as stated above, WNS's Florida customers will continue to receive the same high quality services at the same rates provided under WNS's current tariff.

It is the company's understanding that no formal actions, other than the tariff revision, is required by the Commission to accomplish this cancellation. Therefore, we request this filing become effective on one days' notice, or February 3, 1998. Should this be incorrect, I would ask that you contact me at (561) 750-DOCUMES THE THE TE 2529 as soon as possible.

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Mr. Walter D'Haeseleer January 30, 1998 Page Two

A copy of this cover letter is enclosed. Please return it with the assigned Authority Number stamped on it. Also enclosed are an original and two (2) copies of our proposed revised tariff sheets.

Once processed, please return the stamped effective tariff sheets to my attention.

If you have any questions or require additional information, do not hesitate to call me directly at (561) 750-2529. Thank you for your assistance in handling this material.

Respectfully submitted,

Mary Ann Wall

Supervisor, State Tariffs

Enclosure

(D)

1ST REVISED SHEET 1
CANCELS ORIGINAL SHEET 1

#### TITLE SHEET

TARIFF OF WORLDCOM NETWORK SERVICES, INC.

AS FILED WITH THE FLORIDA PUBLIC SERVICE COMMISSION

(D)

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of intrastate telecommunications services and facilities provided by WorldCom Network Services, Inc. (hereinafter "WorldCom" or the "Company"), within the state of Florida. This Tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business at One Williams Center, Suite 2800, Tulsa, Oklahoma 74121.

(T)

(D)

ISSUED: February 2, 1998

EFFECTIVE:

Issued by:

Brian K. Sulmonetti

Director, Regulatory Affairs WorldCom Network Services, Inc.

1515 South Federal Highway, Suite 400

Boca Raton, FL 33432-7404

12TH REVISED SHEET 2

CANCELS 11TH REVISED SHEET 2

EXPERIENCE SHEET 2

Sheets 1 through 160 inclusive of this tariff are effective as of the dates shown.

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## IST REVISED SHEET 1 CANCELS ORIGINAL SHEET 3

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1ST REVISED SHEET 6 CANCELS ORIGINAL SHEET 6

## SYMBOLS

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

- D Delete or Discontinue
- I Change Resulting In An Increase to a Customer's Bill
- M Moved From Another Tariff Location
- N New
- R Change Resulting In A Reduction to A Customer's Bill
- T Change In Text or Regulation But No Change In Rate or Charge

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1ST REVISED SHEET 7
CANCELS ORIGINAL SHEET 7

## TARIFF FORMAT

- A. Sheet numbering Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between Sheets 34 and 35 would be 34.1.
- B. Sheet revision numbers Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Mumbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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D. Check Sheets - When a Tariff filing is made with the FPSC, an updated Check Sheet will accompany the Tariff filing. The Check Sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet will be changed to reflect the revision. All revisions made in a given filing are designed by an asterisk (\*). There will be no other symbols used on this sheet if there are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current page on file with the FPSC.

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1ST REVISED SHEET 8 CANCELS ORIGINAL SHEET 8

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

#### 1.1 DEFINITIONS

For the purpose of this Tariff, the following definitions will apply:

#### Access Coordination

Provides for the design, ordering, Installation, coordination, pre-Service testing, Service turn-up and maintenance on a Company or Customer provided Local Access Channel.

### Administrative Change

A change in Customer billing address or contact name.

#### Alternate Access

Alternate Access is a form of Local Access except that the provider of of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special Tariff if permitted by applicable governmental rules.

#### AHI

Alternate Mark Inversion.

#### Ancillary Charges

Charges for supplementary Services as set forth in Section 4 herein which may consist of both nonrecurring and monthly recurring charges.

## Annual Commitment

The required level of aggregate charges for each consecutive twelve month period in the Service Commitment Period beginning with the first full bill cycle following the earliest Start of Service Date and each subsequent anniversary.

## Application for Service

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable Company to provide a communication Service as required.

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1ST REVISED SHEET 9 CANCELS ORIGINAL SHEET 9

## SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

## 1.1 DEFINITIONS (Cont'd)

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

#### Authorization Code

One or more codes (consisting of 5 or more digits), made available to Metered Use Service Customers to identify themselves as Customers entitled to access and use of Company Services.

### Authorised User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

#### BRES

Bipolar with eight zero substitution.

#### Bandwidth

The total frequency band, in herts, allocated for a channel.

#### **Bill Date**

The date on which billing information is compiled and sent to the Customer.

## Call

A completed connection between the Calling and Called Stations.

#### Called Station

The telephone number called.

## Calling Station

The telephone number from which a Call originates.

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1ST REVISED SHEET 10 CANCELS ORIGINAL SHEET 10

## SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

## DEFINITIONS (Cont'd)

## Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by Company, under the following circumstances: (1) if the LEC has confirmed in writing to Company that the Circuit-end or Dedicated Access line will be installed; or (2) if Company has already submitted facilities orders to an interconnecting telephone company.

#### Chaonel or Circuit

A dedicated communications path between two or more points having a bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

#### Company

1.1

WorldCom Network Services, Inc., the issuer of this tariff.

Concentration and Segregation

In the DCS Concentration/Segregation application the DCS equipment located in a Company Point-of-Presence is used to electronically multiplex demultiplex DS-0 or DDS level channels from a Customer's DS-1 level Interexchange Service or Local Access circuit and then electronically cross-connect those channels to DS-0/DDS level Interexchange Service or Local Access facilities. This application is Company's required alternative to the use of DS-1/DS-0 channel banks and DS-0 level electrical distribution frames within Company Points-of-Presence. The exact cross-connection of the DS-0/DDS channels must be specified at the time of order.

## Consumer

A person initiating any intrastate interLATA telephone Call at an Aggregator location using Operator Services.

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2ND REVISED SHEET 11
CANCESL 1ST REVISED SHEET 11

# SECTION 1 - TECHNICAL TERMS AND ADDREVIATIONS (Cont'd)

## 1.1 DEFINITIONS (Cont'd)

Companyate Mill

An optional billing feature associated with Measured Service which provides additional information on the Customer location or department making Call(s) on the monthly invoice for Measured Service.

#### Customer

The person, firm, corporation, or other entity which uses, caused the use of, or allows the use of the Company's communication network and/or services and is thereby responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Customer for billing purposes. The term Customer also includes an entity that (1) has not presubscribed to Company Service, but accesses Company by dialing the access number 10555, or any other Company carrier identification code, (2) remains presubscribed to Company Service after its account(s) are removed from Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, (3) accepts responsibility for the charges associated with an Operator Services Call, or (4) otherwise uses Service for which no other Customer is obligated to compensate Company. A Consumer may be considered to be a Customer.

#### Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/ terminated whether for its own communications needs or for the use of its resale customers.

#### DCS

DCS means Digital Cross-Connect System.

#### DDS Service

DDS means Digital Data Service which is an all digital dedicated Interexchange Service designed for full-duplex data transmission at a synchronous speed of 56 Kbps.

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1ST REVISED SHEET 12 CANCELS ORIGINAL SHEET 12

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

## 1.1 DEFINITIONS (Cont'd)

#### Dialer Access

An arrangement whereby the carrier provides an automatic dialer to the customer to access the Carrier's terminal and complete a call.

### Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

## Diversity

Customer-designated routing which indicates a Customer designated departure from a Company primary route.

#### Drop and Insert

In this application, the multiplex equipment is used to electronically cross-connect DS-0/DDS level channels between Customer DS-1 circuits or cross-connect DS-1 level circuits between Customer DS-3 circuits at a common multiplex location and may also provide for the dropping and/or inserting of DS-0/DDS level channels at that common location for connection to DS-0 level Local Access or Interexchange facilities. The DS-1 circuits may be a combination of DS-1 level Interexchange Services and DS-1 level Local Access facilities. The exact cross-connection of the channels between the Customer's circuits must be specified at the time of order.

#### DS-0

DS-0 means Digital Signal Level O Service and is a 64 Kbps signal.

#### DS-1

DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

#### DS-0 with VF Access

DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hzfrequency range.

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1ST REVISED SHEET 13 CANCELS ORIGINAL SHEET 13

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

## 1.1 DEPINITIONS (Cont'd)

## DS-0 with DDS Access

DS-O Service with DDS Local Access facilities provides for the transmission of digital data at speeds of 2.4, 4.8, 9.6 or 56 Kbps.

#### Due Date

The Due Date is the date on which payment is due.

ESF

Extended Super Frame.

## Emergency Service

Company provides Consumers telephone access to public safety answering points in their localities through Company operators. When Company routes a Call to a public safety answering point or a governmental emergency service provider, this Service shall be known as Emergency Service.

## Exemption Certificate

A written Customer designation which certifies that its dedicated facility should be exempted from the monthly Special Access Surcharge because the Service:

- (a) terminates on a device incapable of connecting Company's network with the local exchange network; or
- (b) is associated with a Switched Access Service that is subject to Carrier Common Line charges; or
- (c) constitutes a Private Line facility used for Telex Service or radio or television transmissions, or,
- (d) is an open-end termination in a Local Exchange Carrier's switch of an FX line; or
- (e) is a termination that could not make use of a Local Exchange Carrier's common lines.

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1ST REVISED SHEET 14 CANCELS ORIGINAL SHEET 14

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

## 1.1 DEFINITIONS (Cont'd)

## Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company standard Service interval.

#### PPSC

Florida Public Service Commission.

#### Practional T-1

Fractional T-1 is a Service provided in DS-0 multiples of 2 to 24 channels and connected to a Customer Premises via DS-1 level Local Access facilities. Fractional T-1 can be provided with AMI or B8ZS (clear channel) line coding and either SF or ESF formatting.

#### PCC

Federal Communications Commission.

#### Hierarchical Billing

A billing Feature associated with Measured Service approved by Company for joint use Service in accordance with Section 2.6.2.

#### Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

#### Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

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1ST REVISED SHEET 15 CANCELS ORIGINAL SHEET 15

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

## 1.1 DEFINITIONS (Cont'd)

## Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

### Interruption

Interruption shall mean a condition whereby the Private Line Service or a portion thereof is inoperative (as defined in Company's F.C.C. No. 4 Tariff, Section III), beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration. See Section 2.2.10.1 set forth in this Tariff.

#### Kbps

Kilobits per second.

## LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

## LEC Card

The billing arrangement which enables the Consumer to bill Calls to an authorized calling card issued by a Local Exchange Carrier.

## Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

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1ST REVISED SHEET 16 CANCELS ORIGINAL SHEET 16

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

## DEFINITIONS (Cont'd)

Local Access Provider

Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

#### Mbps

1.1

Megabits per second.

#### Measured Service

Telecommunications Service furnished to Customer under the terms and conditions of this Tariff based on the within stated and applicable per minute Base Rate charges and/or any other per minute charges or set~up charges for other service set forth in Company tariffs filed at the federal and state levels.

#### Multiplexing

Multiplexing, or "muxing," is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

A. DS-1/DS-0 (D4) Multiplexing:

This is a Service provided by the Local Exchange Carrier at the Local Exchange Carrier wire center that allows for the multiplexing demultiplexing of 24 VF or DS-0 channels per DS-1.

B. M13 Multiplexing:

M13 Multiplexing includes the provision of M13 multiplexing equipment in a Company-designated Point-of-Presence to perform the function of multiplexing or demultiplexing up to 28 DS-1 level Interexchange Services or Local Access circuits out of or into a single DS-3 level Interexchange Service or Local Access facility.

MA

Not available

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1ST REVISED SHEET 17
CANCELS ORIGINAL SHEET 17

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

## 1.1 DEFINITIONS (Cont'd)

N/C

No charge

Monrecurring Charges

Nonrecurring Charges are one-time charges.

## Operator Handling Fee

A fee which applies to Calls which require the assistance of a Company operator. This charge may vary depending upon the class of the Call selected by the Consumer or the Customer.

### Operator Services

Operator Services means any intrastate telecommunications Service initiated from an Aggregator location that includes as a component any automatic or live assistance to a Consumer to arrange for billing or completion of an intrastate telephone Call through a method other than:

(a) automatic completion with billing to the telephone from which the Call originated; or (b) completion through an access code used by the Consumer with billing to an account previously established with the carrier by the Consumer.

#### Payment Method

The manner which the Customer designates as the means of billing charges for Calls using the Company's Service.

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#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

#### 1.1 **DEFINITIONS** (Cont'd)

#### Person-to-Person

A Service arrangement where the Consumer specifies to the Company operator a particular person, department, mobile station, extension, or office to be reached. If the original person, department, mobile station, extension, or office designated by the Caller is unavailable and the Caller requests or agrees to talk to any other party, the Call is still classed as a Person-to-Person Call.

## Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or determination.

#### Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

## Primary Route

The route which, in the absence of Customer-designated routing or temporary re-routing, would be used by Company in the provision of Service.

## Private Line

A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

#### Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

#### Rate Center

A specified geographical location used for determining mileage measurements.

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### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

### 1.1 DEFINITIONS (Cont'd)

### Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by Company.

#### Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

## Route Diversity

Two channels which are furnished partially or entirely over two physically separate routes.

#### Service

Service means any or all Service(s) provided pursuant to this Tariff.

#### Service Consitment Period

The term selected by the Customer and stated on the Service order during which Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

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Super Frame.

### Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings which the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

## 1.1 DEFINITIONS (Cont'd)

#### Start of Service Date

The Requested Service Date or the date Service first is made available by Company whichever is later.

## Station-to-Station

A Service arrangement, other than Person-to-Person, which requires the Assistance of a Company operator to complete the Call to the designated telephone number.

#### Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by Company with the Florida Public Service Commission.

#### Technical Standards - Private Line Services

Technical Standards for Private Line Services are governed by the Performance Specifications described in Section III, of Company's Tariff F.C.C. No. 4.

## Third Party Billing

A billing by which a Call may be charged to an authorized station other than the Calling or Called Station. The entity agreeing to pay for the Call whether it is an existing Company Customer or not is responsible for all charges related to the Call.

### Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

## Twelve O'Clock

In designating time, 12:00 a.m. refers to 12:00 Midnight and 12:00 p.m. refers to 12:00 Noon.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

#### 1.1 DEFINITIONS (Cont'd)

Two Way Conversation

A Two-Way Conversation is a telephone conversation between or among two or more parties.

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000 hertz frequency band.

### Company-Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call.

Holidays: In addition to Valentine's Day, the Company observes the following federally recognized holidays:

New Year's Day Hartin Luther King Day President's Day Memorial Day Independence Day, July 4th Labor Day Columbus Day Veteran's Day Thanksgiving Day Christmas Day

The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period.

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## #action 2 - RULES AND REGULATIONS

### 2.1. Description and Limitations of Services

- 2.1.1. Intrastate Telecommunications Service is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.
- 2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that Company reserves the right to deny Service: (A) to any Customer that, in Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth in Section 2.7.3 herein, (B) in circumstances in which Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall take reasonable efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases of capacity, if such efforts will, in Company's opinion, provide Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.
- 2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements such as special routing, Diversity, Alternate Access, or circuit conditioning.
- 2.1.4. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reservee the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.5. Service may be discontinued upon written notice to the Customer if:
  - 2.1.5.A. the Customer is using the Service in violation of this Tariff; or
  - 2.1.5.B. the Customer is using the Service in violation of the law or Commission regulation.

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Section 2 - RULES AND REGULATIONS (Cont'd)

#### 2.1. Description and Limitations of Services (Cont'd)

- A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company. 2.1.6.
- Except as otherwise provided in this Tariff or as specified 2.1.7. Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notices may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or Company, as appropriate. appropriate.
- Service will be provided until canceled, by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation. 2.1.8.
- Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customer. 2.1.9.
- The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions 2.1.10. beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.

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Section 2 - RULES AND REGULATIONS (Cont'd)

## 2.1 Description and Limitations of Services (Cont'd)

- 2.1.11. Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking Calls using certain Customer authorization codes such as Calling Card codes, when the Company deems it necessary to take such action to prevent unlawful use of restore its Service. The Company will restore Service as soon as it can be provided without undue risk. Customers of the Company's Voice Card Service will be provided a replacement code in the event their initial code is canceled. A maximum of I replacement code will be issued. At the request of private payphone owners, Company will arrange to have direct dial Calls blocked from the payphone to all domestic locations. Company may refuse to accept Voice Card, LEC Card, Collect Calling, or Third Number Calls which it determines to be invalid and/or may limit the use of these billing options to or from certain areas, cities or NXX exchanges in order to control fraud.
- 2.1.12. Toll access will not be provided to local 976 numbers because the proprietors of the Services offered through such numbers have not provided Company with a schedule of their charges.

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Section 2 - RULES AND REGULATIONS (Cont'd)

## 2.1. Description and Limitations of Services (Cont'd)

- 2.1.13. Subject to the terms of this Tariff, Company may enter into purchase or lease agreements with communications users including telephone companies and other entities. Where the other entity is a telephone company, the terms of such purchase or lease agreements, including the obligations of Company and its customers, payment arrangements, credit allowances, deposits, liabilities, amount of capacity, maintenance provisions, and the like, are contained in the individual contract between Company and that entity. Each such contract reflects a transaction involving facilities, transmission, capacities and/or services which have been specially tailored to meet the needs of that entity and the contract exclusively determinative of the rights and responsibilities of the parties to the transaction.
- 2.1.14. All uses made of Company services provided to its customers shall be subject to the regulations and policies of the Florida Public Service Commission ("FPSC"). So long as the FPSC policy provides for a LEC monopoly on service within each Equal Access Exchange Area ("EAEA"), Company will not offer its customers toll service between points within any EAEA (except to the extent that the monopoly authorized LEC should seek to buy Company services. In accordance with FPSC rules, Company services are only available for resale to those telephone companies authorized by the FPSC to provide intrastate service.

## 2.2. Other Terms and Conditions

- 2.2.1. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
- 2.2.2. Company shall have no obligation except those as set forth in this Tariff or in properly executed Digital Service Agreements or Digital Service Descriptions and all other representations or agreements, oral or written, shall be of no effect. In the event the Digital Service Agreement and this Tariff are inconsistent, the Tariff shall prevail.

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## Section 2 - RULES AND REGULATIONS (Cont'd)

#### 2.2 Other Terms and Conditions (Cont'd)

2.2.3

Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service order forms in effect from time to time or Customer's forms accepted in writing by an authorised headquarters representative of writing by an authorized headquarters representative of Company (collectively referred to as "Service orders"). When the Customer places a Service order for any of the Services contained herein, the Customer must provide the Company with contained herein, the Customer must provide the Company with the Customer's name and address for billing purposes and a contact name if different from that of the Customer. If a Customer places Service orders for multiple premises, the Customer must also provide the Company with the contact name, telephone number, and address at each premises where Service will be installed. Each Service order shall reference this Tariff and, when accepted in writing by Company, the Service order will be deemed to set forth the final operative obligations between Company and the Customer regarding the Services described therein to the extent that it specifies the type of Service, quantity of Circuits, originating and terminating cities, originating telephone numbers, Requested Service Date, Service Commitment Period, if any, changes and other information necessary for Company to process the Service other information necessary for Company to process the Service order. Any other items and conditions that are typed, printed or otherwise included in any Service order shall be deemed to be solely for the convenience of the parties unless noted as an Individual Case Basis (ICB) term or condition. No action by Company (including, without limitation, provision of Service to Customer pursuant to such Service order) shall be construed as binding or estopping Company with respect to such term or condition, unless the Service order containing said specific or term or condition has been signed by an authorized headquarters representative of Company and Customer. Company shall have no obligation except those as set forth in this Tariff or contained in Service orders and all other representations or agreements, oral or written, shall be of no effect. In the event the Service orders and this Tariff are inconsistent, this Tariff shall prevail.

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## Section 2 - RULES AND REGULATIONS (Cont'd)

## 2.2. Other Terms and Conditions (Cont'd)

- 2.2.4. The Service Commitment Period for any Service shall be established by the Service order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.
- 2.2.5. In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith as determined by the court.
- 2.2.6. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.
- 2.2.7. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.8 below.

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Section 2 - RULES AND REGULATIONS (Cont'd)

- 2.2 Other Terms and Conditions (Cont'd)
  - 2.2.8. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
  - 2.2.9. The rate or volume discount level applicable to a Customer for particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge. In the event that Service was provided for less than a month, monthly recurring charges will be pro-rated. Unless otherwise specifically provided for in Section 4, the following Non-Measured Service Charges, including without limitation charges for Operator Services, Directory Assistance, Ancillary Charges, Optional Features, and Taxes do not contribute, nor are they eligible for, volume and/or term discount.
  - 2.2.10. If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.

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Section 2 - RULES AND REGULATIONS (Cont'd)

## 2.3. Liability

- 2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civilitary authority, national emergencies, insurriots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- 2.3.2. For Private Line Services, if Company's failure of performance by reasons specified above shall be for thirty (30) days or less, Private specified above shall not be subject to cancellation, but an appropriate percentage of charges for the directly affected Service shall be abated for such Interruption of Service subject to provisions of Section 2.10 herein. If Company's failure of performance is for more than thirty (30) days, then the directly affected Private Line Service may be canceled by either Company or Customer without liability other than Customer's liability for payment for saidService provided prior to cancellation.
- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.

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Section 2 - RULES AND REGULATIONS (Cont'd)

## 2.3. Liability (Cont'd)

- 2.3.4. The Company shall be indemnified and held harmless by the Customer from:
  - 2.3.4.A. claims for libel, slander, or infringement of copyright arising out of the material, data, information, or otherwise arising out of the content transmitted via the Company's Service(s);
  - 2.3.4.B. patent infringement claims arising from combining or connecting the Company Channels with equipment and systems of the Customer;
  - 2.3.4.C. all other claims arising out of any act or omission of the Customer in connection with any Service provided by the Company:
  - 2.3.4.D. defacement of, or damage to, the premises of a Customer resulting from the furnishing Installation, and/or removal of Channel facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company; and
  - 2.3.4.E. claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company, its agents, or employees.
- 2.3.5. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall comply with applicable LEC signal power limitations.

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Section 2 - RULES AND REGULATIONS (Cont'd)

## 2.3. Liability (Cont'd)

- 2.3.6. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.7. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or ciaimed to have been caused directly or indirectly by the Installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment where such Installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence or willful action.

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# section 2 - RULES AND REGULATIONS (Cont'd)

## 2.3. Liability (Cont'd)

- 2.3.8. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade. Service to other Customers.
- 2.3.9. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
- 2.3.10. The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, OR FOR ANY LUST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE.

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# Section 2 - RULES AND REGULATIONS (Cont'd)

## 2.3. Liability (Cont'd)

- 2.3.8. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers.
- 2.3.9. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
- 2.3.10. The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, COMSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE.

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## Section 2 - RULES AND REGULATIONS (Cont'd)

## 2.3. Liability (Cont'd)

- 2.3.11. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.12. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.
- 2.3.13. With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.
- 2.3.14. The Customer shall indemnify and hold the Company harmless from any and all liability not expressly assumed by the Company in this Section.

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# Section 2 - RULES AND REGULATIONS (Cont'd)

#### 2.3. Liability (Cont'd)

The Company shall not be liable for the use or abuse of a Customer's Customone, WilPlus I, WilPlus II, WilPlus III, WilPlus IV, WilMAX, Vysta One Plus, Vysta Direct, Voice Card, Vysta 800 or Vysta 800 Direct Service, Legend, Network Service or other Service by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any Calls placed by means of PBX reorigination or any other legal or illegal equipment, service or device. In the case of Vysta 800, Vysta 800 Direct, Customone, WilPlus II, WilPlus III, WilPlus IV, or WilMAX, this also applies to third parties who dial the Customer's 800 number by mistake. The Company shall not be liable for any action, such as blocking or refusal to accept certain Calls, that it deems necessary to take in order to prevent unlawful use of its Services. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties. The liability provided for above, shall, in each case, be in addition to any amounts that may otherwise be due the Customer 2.3.15. addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of Service.

With respect to the routing of Calls by Company's to public safety answering points or municipal Emergency Service providers, Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved 2.3.16. by the Customer as the direct result of Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.

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# Section 2 - RULES AND REGULATIONS (Cont'd)

# 2.4. Cancellation of Service by Customer

- 2.4.1. If a Customer cancels a Service order before the Service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.
- 2.4.2. Customers who subscribe to Private Line Service are subject to the following cancellation charges upon cancellation of Service. In addition, the Customer is also liable for any charges, expenses, fees, or penalties incurred by Company or its affiliated companies due to cancellation of local access plus any costs, expenses, or additional charges reasonably incurred by Company on behalf of Customer as Customer's agent.
  - 2.4.2.A. If the Service Commitment Period is one (1) year or less, then the termination charge shall be an amount equal to the balance of the monthly charges in effect at the time of cancellation for such canceled Service that otherwise would have become due for the unexpired balance of the Service Commitment Period.
  - 2.4.2.B. If the Service Commitment Period for the Service canceled is longer than one (1) year and cancellation becomes effective prior to completion of the first year of the Service Commitment Period, then the following applies. The cancellation charge shall be an amount equal to the balance of the monthly charges in effect at the time of cancellation for the unexpired portion of first year of the Service Commitment Period. In addition, Customer will pay twenty percent (20%) of the monthly charges for the remainder of the Service Commitment Period beyond the first year; and

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# Section 2 - RULES AND REGULATIONS (Cont'd)

# 2.4. Cancellation of Service by a Customer (Cont'd)

- 2.4.2.C. If the Service Commitment Period for the Service canceled is longer than one (1) year and cancellation becomes effective after completion of the first year of the Service Commitment Period, then the following applies. The cancellation charge shall be an amount equal to twenty percent (20%) of the balance of the monthly charges in effect at the time of cancellation for such canceled Service for the unexpired portion of the Service Commitment Period.
- 2.4.2.D. Company's damages in the event Service is subject to cancellation by a Customer are difficult or impossible to ascertain. These provisions are intended to establish liquidated damages in the event of a cancellation by a Customer.
- 2.4.3. The foregoing to the contrary notwithstanding, and upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appealed, the Federal Communications Commission, or other local, state or federal government authority.
- 2.4.4. Except as otherwise provided under Section 2.3 of this Tariff, if a Service order for Installation is delayed for more than 30 days beyond the Due Date, and such delay is not requested or caused by the Customer, the Customer may cancel the Service order without incurring cancellation charges.

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#### Section 2 - RULES AND REGULATIONS (Cont'd)

## 2.4. Cancellation of Service by a Customer (Cont'd)

- 2.4.5. Unless otherwise specifically provided for in Section 2 herein with respect to a particular Service, Customers who subscribe to Wilplus Services subject to a Minimum Monthly Charge are subject to the following cancellation charges upon cancellation of Service for the convenience of Customer, i.e., without cause, such as, would be the case for Defective Service. In either case, the Customer is also liable for any charges, expenses, fees, or penalties incurred by Company or its affiliated companies due to cancellation of Local Access plus any costs, expenses, or additional charges reasonably incurred by Company on behalf of Customer as Customer's agent.
  - 2.4.5.A. If the Service Commitment Period for the canceled Service is one (1) year or less, then the cancellation charge shall be an amount equal to the balance of the Minimum Monthly Charge (then in effect at the time of cancellation) for such canceled Service that otherwise would have become due for the unexpired balance of the Service Commitment Period (but in no event less than zero);
  - 2.4.5.B. If the Service Commitment Period for the canceled Service is longer than one (1) year and such cancellation becomes effective prior to completion of the first year of the Service Commitment Period, then the cancellation charge shall be an amount equal to the balance of the Minimum Monthly Charge (then in effect at the time of cancellation) for such canceled Service that otherwise would have become due for the unexpired portion of first year of the Service Commitment Period plus fifty percent (50%) of the balance of such Minimum Monthly Charge for the remainder of the Service Commitment Period beyond the first year; and

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# section 2 - RULES AND REGULATIONS (Cont'd)

# 2.4. Cancellation of Service by a Customer (Cont'd)

- 2.4.5.C. If the Service Commitment Period for the canceled Service is longer than one (1) year and such cancellation becomes effective after completion of the first year of the Service Commitment Period, then the cancellation charge shall be an amount equal to fifty percent (50%) of the balance of the Minimum Monthly Charge (then in effect at the time of cancellation) for such canceled Service that otherwise would have become due for the unexpired portion of the Service Commitment Period.
- 2.4.5.D. As Company's damages in the event of a cancellation are difficult or impossible to ascertain, the foregoing provisions or any provisions set forth in Section 2 herein providing for a cancellation charge are intended to establish liquidated damages in the event of a cancellation of a Service and do not represent a penalty of any kind.

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#### Section 2 - RULES AND REGULATIONS (Cont'd)

# 2.5. Cancellation for Cause by the Company

- 2.5.1. Upon nonpayment of any sum owing to the Company, or failure to pay any deposit requested by Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon 13 days' written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.
- 2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services.
- 2.5.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

#### 2.6. Use of Service

2.6.1. The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3 herein. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.

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# Section 2 - RULES AND REGULATIONS (Cont'd)

# 2.6 Use of Service (Cont'd)

- 2.6.2. Service furnished by the Company, excluding WilPlus IV and Casual Calling, may be arranged for joint use or authorized use. The joint user or authorized user shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
  - 2.6.2.A. One joint user or authorized user must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or authorized users in the application for Service. Service orders which involve the start, rearrangement or discontinuance of joint use or authorized use of Service will be accepted by the Company only from that Customer and will be subject to all regulations of this Tariff.
  - 2.6.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or authorized user which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or authorized user shall be liable to the Company for all charges incurred as a result of its use of the Company's Service. Each joint or authorized user must submit to the designated Customer a letter accepting contingent liability for its portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or authorized user understands that the Company will receive a copy of the guaranty from the designated Customer. The Customer shall be responsible for allocating charges to each joint user or authorized user.

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# Section 2 - RULES AND REGULATIONS (Cont'd)

# 2.6. Use of Service (Cont'd)

- 2.6.3. In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or customers.
- 2.6.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes such as:
  - 2.6.4.A. use of electronic devices, invalid numbers, and false credit devices to avoid payment for Services contained in this Tariff either in whole or in part; and
  - 2.6.4.B. to make Calls which might reasonably be expected to frighten, abuse, torment, or harass another.
- 2.6.5. Nor shall Service be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, an enhanced or electronic Service provider who has subscribed to the Company's Services. However, this provision does not preclude an agreement between the Customer, authorized user, or joint user to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement. If, within 90 days of activation, a Customer's 800 number is used by callers only for test Calls, the Company, upon written notice, may make the 800 number unavailable for use.
- 2.6.6. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either Company or the Customer.
- 2.6.7. The Customer is responsible for the placement of Service orders for the Services described herein as well as complying with the provisions of this Tariff. When the Customer places a Service order for any of the Services contained herein, the Customer must provide the Company with the Customer's name and address for billing purpose and a contact name if different from that of the Customer. If a Customer places

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Section 2 - RULES AND REGULATIONS (Cont'd)

#### 2.6. Use of Service (Cont'd)

- 2.6.7 (Cont'd) Service orders for multiple premises, the Customer must also provide the Company with the contact name, telephone number, and address at each premises where Service will be installed. Customers may be required to execute written Service orders as described herein.
- 2.6.8. A Customer of Company Vysta 800, Vysta 800 Direct, Legend, Network, CustomOne, WilMAX, WilPlus II, or WilPlus III Services shall provide not less than ten (10) business days notice prior to implementation of special advertising or other new promotions likel to stimulate usage.
- 2.6.9. If a Customer of the Company Vysta 800, Vysta 800 Direct, Legend, Network Services, CustomOne, WilMAX, WilPius II, or WilPlus III is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service. The Company shall give the Customer 10 days written notice via certified U.S. Mail of intent to suspend or deny Service due to such non-compliance.
- 2.6.10. A Customer requesting Vysta 800, Vysta 800 Direct, Legend, Network Service, CustomOne, WilMAX, WilPlus II, or WilPlus III shall supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast shall be submitted quarterly after Service is initiated.
- 2.6.11. The Customer will be billed directly by the LEC for the Dedicated Access arrangements selected by the Customer for the provisioning of Vysta Direct, Vysta 800 Direct, Legend, Network, Customone, Wilhax, WilPlus II, or WilPlus III. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges in accordance with Section 4 herein.

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Section 2 - RULES AND REGULATIONS (Cont'd)

# 2.6. Use of Service (Cont'd)

2.6.12. In the course of furnishing Service Company may pay commissions to the third party marketing entities of up to ten (10) percent of qualifying monthly usage revenues generated by Company Customers to whom the third party has marketed Company Service(s). The actual level of commission to be paid will be dependent on the nature and extent of activities engaged in by the third party on Company's behalf, including, without limitation, initial sales efforts, order coordination and processing, Customer Service, Service problem determination and resolution, billing coordination, billing dispute resolution, and collection or guarantee of collection of the amounts billed to Company Customers acquired by the third party. The commission payments may be remitted by the third party, in whole or in part, and in its sole discretion, to Customers to whom it has marketed Company Service.

### 2.6.13. Use of Recording Devices

2.6.13.A. Company's Services are not adapted to the use of recording devices and Customers who use such devices to record two-way telephone conversations, or for other purposes, do so at their own risk. Neither Customer nor other entity may record a Two-Way Conversation except as permitted by applicable law.

#### 2.7. Payments and Arrangements

2.7.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or authorized users. This includes payment for Calls or Services specifically requested by the Customer, Collect Calls or Third Party Calls accepted at a Customer's number, Voice Card Service or LEC Card Calls or Calls originated at a Customer's number. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.

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# Section 2 - RULES AND REGULATIONS (Cont'd)

# 2.7. Payments and Arrangements

- 2.7.2. The Company's bills are due upon receipt. Amounts not paid within 30 days from the Due Date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts in the amount of the lesser of one and one-half percent (1 1/2%) per month or the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within eight (8) days and to make such payments in cash or the equivalent of cash.
- 2.7.3. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors:

  (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any). Customers who present such an undue risk may be required at any time to provide the Company a security deposit, in cash or the equivalent of cash, up to an amount equal to the applicable Installation charges, if any, and/or up to two months' actual or estimated usage charges for the Service to be provided. The required deposit or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within eight (8) days, and to make such payments in cash or the equivalent of cash. In case of a cash deposit, simple interest at the rate specified by the Public Service Commission shall be credited or paid to the Customer. At the Company's option, such deposit may be refunded to the Customer's account at any time.

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Section 2 - RULES AND REGULATIONS (Cont'd)

# 2.7. Payments and Arrangements (Cont'd)

- 2.7.4. Disputes with respect to charges must be presented to the Company in writing within two 6 months of the date the invoice is rendered or such invoice will be deemed to be correct and binding on the customer.
- 2.7.5. The Installation charges set forth in this Tariff for Channel terminations contemplate Installations made in normal locations and under normal working conditions. Any Installations made under other circumstances are subject to additional charges.
- 2.7.6. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.
- 2.7.7. In the event the Company incurs fees or expenses, including attorney's fees, incollecting, or attempting to collect, any charges owed the Company for the payment of all such fees and expenses reasonably incurred.
- 2.7.8. In the event that a check or draft tendered to the Company by a customer is returned, a returned check fee will apply. The return check fee of \$20.00 (or an amount of up to 5% of the face value of the check, whichever is greater) will be assessed when a check or instrument issued by a customer or applicant is returned without payment for any reason whatsoever, including, without limitation, unauthorized signature, missing or incorrect information, or insufficient or uncollected funds. The Company may waive the return check fee upon presentation of documentary evidence that the return of the check was due to bank errors.
- 2.7.9. A Customer of the Company's Vysta 800, Vysta 800 Direct, Legend, Network Service, Customone, WilMAX, WilPlus II, or WilPlus III is responsible for payment for all Calls placed to or via the Customer's Vysta 800, Vysta 800 Direct, Legend, Network Service, Customone, WilMAX, WilPlus II, or WilPlus III number(s) including those placed by the Customer's employees, third parties or other members of the public.
- 2.7.10. If a Customer whose account has been closed has a credit balance remaining, the Company will transfer the credit to another account of the Customer, if there is one, or will mail a check for the balance to the Customer. An account maintenance charge of \$5.00 per month will be charged to those accounts which do not respond within 30 days to the Company's notification either on the final invoice or by letter of the

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# Section 2 - RULES AND REGULATIONS (Cont'd)

# 2.7. Payments and Arrangements (Cont'd)

- 2.7.10. (Cont'd) credit balance or if the post office returns the final invoice or letter as undeliverable. The Company will continue to assess this charge until the Customer requests a refund or the balance is exhausted.
- 2.7.11. Promotional and other credits offered by Company in marketing its services cannot be assigned. Such credits must be used by the person to whom they were offered or the person who earned them under the provisions of the offer.

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Section 2 - RULES AND REGULATIONS (Cont'd)

# 2.8. Assignment

The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, that the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

#### 2.9. Taxes

2.9.1. Sales, Use and Excise Taxes

All stated charges in this Tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this Tariff. All such taxes, duties, and fees shall each be shown as a separate line item on the Customer's monthly invoice.

2.9.2. Gross Revenue, Gross Income and Gross Earnings Surcharges

In addition to all recurring, nonrecurring, minimum, usage, or special charges, and in addition to all sales, use, and excise taxes, customer shall pay each of the following surcharges to be imposed on all charges for recurring, nonrecurring, minimum, usage or special charges designed to recover gross revenue, gross income and gross earnings taxes imposed on carrier.

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#### Section 2 - RULES AND REGULATIONS (Cont'd)

# 2.10. Allowance for Interruptions

2.10.1.

Company warrants that its Private Line Services will conform to the Technical Standards as set forth in Company's Tariff F.C.C. No. 4, Section III. Following Start of Service Date, if the Customer reports an Interruption in Service to Company at Company's Network Control Center and the affected Service is not Restored as warranted within one-half hour of such report, Customer shall, upon request directed to the Customer's designated Company Customer Service representative, receive a credit at the rate of 1/1440 of the monthly recurring charges applicable to Service directly affected by such Interruption of Service for each half hour or major fraction thereof in excess of the first half hour during which such Service fails to conform to the Technical Standards. If a portion of the Service fails to conform to the Technical Standards over a period of thirty (30) days, the Customer may notify Company in writing of its conditional intent to cancel such Service in accordance with the cancellation provisions herein. If, over a period of thirty (30) days after receipt of such notice, the Service fails to conform to the Technical Standards, the Customer may terminate the affected portion of the Service without a cancellation charge at the expiration of the notice period. See Section 2.4 herein. THE COMPANY'S LIBBILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OF THE COMPANY'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT THE COMPANY'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT THE COMPANY'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT THE COMPANY'S FACILITIES OR THE WARRANTY AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EIPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILLTY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY DEFECT OR ANY DIRECT, INDIRECT, COMSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY DIRECT, INDIRECT, COMSEQUENTIAL, SPE

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# Section 2 - RULES AND REGULATIONS (Cont'd)

- 2.10. Allowance for Interruptions (Cont'd)
  - 2.10.2. No credit allowances will be made for:
    - 2.10.2.A. Interruptions caused by the negligence of the Customer or others authorized by the Customer to use the Customer's Service.
    - 2.10.2.B. Interruptions due to the failure of power, equipment, systems, or Services or Services not provided by the Company.
    - 2.10.2.C. Interruptions during any period which the Company orits agents are not afforded access to the premises where access lines associated with the Customer's Services are terminated.
    - 2.10.2.D. Interruptions during any period when the Customer or user has released the Service to the Company for maintenance or rearrangement purposes, or for the implementation of a Customer Service order.
    - 2.10.2.E. Interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use it on an impaired basis.
    - 2.10.2.F. Interruptions not reported to the Company.
    - 2.10.2.G. Non-completion of Calls due to network busy conditions.
  - 2.10.3. An interruption period begins when the Customer reports to the Company's Customer Service Representatives or for an Interruption in Private Line Services, the Network Control Center that the Service has been interrupted and releases it for testing and repair. An interruption period ends when the Service is Restored. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service is deemed to be impaired, but not interrupted.

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Section 2 - RULES AND REGULATIONS (Cont'd)

# 2.10. Allowance for Interruptions (Cont'd)

- 2.10.4. If the Customer elects to use another means of communication during the period of interruption, the Customer is solely responsible for payment of the charges for the alternate Service used.
- 2.10.5. For CustomOne, WilPlus I, WilPlus II, WilPlus III, WilPlus IV, WilMAX, Vysta One Plus, Vysta Direct, Legend, and Network Service a credit allowance wili be made for that portion of a Call which is interrupted due to poor transmission (e.g., noisy Circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by Defects in the Company's Service. A Customer may also be granted credit for reaching a wrong number. To receive a credit, the Customer must notify a Company Customer Service Representative and furnish information, including the Called Station, the Service subscribed to, the Defect experienced, and the approximate time the Call was placed.
  - 2.10.5.A. Where a Call has been disconnected, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the Call made to re-establish communications with the other party where a Call has been interrupted by poor transmission or one-way transmission, the customer will be given a credit allowance up to an amount equivalent to the last last minutes of the interrupted Call, or for the entire Call if it lasted less than three minutes. A Customer who has reached a wrong number will be given a credit allowance equivalent to the charge for the initial minute of the Call to the wrong number if it reports the situation promptly to a Customer Service Representative of the Company.
  - 2.10.5.B. From time to time, the Company will grant credits against usage charges in an amount not to exceed one month's average billing not to exceed \$7.00 per Customer or account whenever the Company determines that such a credit is warranted due to considerations involving the delivery of past Service to the Customer or account receiving the credit.

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# Section 2 - RULES AND REGULATIONS (Cont'd)

#### 2.10. Allowance for Interruptions (Cont'd)

- 2.10.6. For all of the Company's Vysta Direct, Vysta 800 Direct, CustomOne, WilMAX, WilPlus II, and WilPlus III Services which involve Dedicated Access on either the originating or terminating end or both for which monthly recurring charges are applied and which may be interrupted for as much as several days, the Customer will be given a credit allowance for an interruption of two consecutive hours or more, as follows:
  - When Service is interrupted for a period of less than two hours, no credit allowance will be given.
  - 2.10.6.8. When the Service's Dedicated Access line or lines associated with the Service are interrupted for a period of two to twenty-four hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge or charges will be given.
  - 2.10.6.C. When the Service's Dedicated Access line or lines associated with the Service are interrupted for a period of more than twenty-four hours, a credit allowance in an amount equal to one thirtieth of monthly recurring charge or charges will be given for each twenty-four hour period or fraction thereof.

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# Section 2 - RULES AND REGULATIONS (Cont'd)

# 2.11. Method for Calculation of Airline Mileage

The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to ATET's Tariff F.C.C. No. 10 according to the following formula:

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

where  $V_1$  and  $H_1$  correspond to the V&H coordinates of City 1 and  $V_2$  and  $H_2$  correspond to the V&H coordinates of City 2.

# Example:

City 1 5004 1406 city 2 5987 3424 
$$\sqrt{\frac{(5004 - 5987)^2 + (1406 - 3424)^2}{10}}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

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# Section 2 - RULES AND REGULATIONS (Cont'd)

# 2.12. Special Customer Arrangements

In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, Installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at its option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

# 2.13. Collocation of Customer Equipment

The Company will consider requests from Customers or prospective Customers, on a first-come, first-served basis, to collocate their equipment at the Company Points-of-Presence, subject to (1) the Company's current and forecasted physical space requirements, taking into account available space, at the Company Point-of-Presence, (2) any applicable lease or occupancy restrictions imposed on the Company, (3) the technical and operational compatibility of the Customer's equipment with the Company equipment and Services, (4) the Company's security and revenue requirements, and (5) terms and conditions to which the Customer contractually will commit.

# 2.14. Change in Service Arrangement

When a change in Service arrangement involves the continued use by the Customer of Channels furnished by the Company, Installation charges do not apply to the Channels continued in use. The minimum Service period for the Channels continued in use is determined from the Start of Service Date.

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# Section 2 - RULES AND REGULATIONS (Cont'd)

#### 2.15. Inspection

The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, because of departure from any of these requirements.

### 2.16. Testing and Adjustment

Upon reasonable notice, the Channels provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance will be granted for the time during which such tests and adjustments are made.

#### 2.17. Interconnection with Other Carriers

- 2.17.1. Service furnished by the Company may be connected with Services or facilities of another carrier. Such interconnection may be made at the Company POP or entrance site, at a POP of another carrier, or at the Customer Premises, joint user, or authorized user. Service furnished by the Company is not part of a joint undertaking with such other carriers.
- 2.17.2. Any epecial interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other participating carriers shall be provided at the Customer's expense. Upon the Customer's request and acting as its authorized agent, the Company will attempt to make the necessary arrangements for such interconnection.

#### 2.18. Customer Provided Equipment

Customer Premises Circuit terminating equipment such as Channel Service units (CSU's) and Multiplexing equipment and any other terminal equipment such as telephone sets or systems shall be provided by the Customer and furnished and maintained at the Customer's expense, except as expressly provided otherwise in writing.

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#### Section 2 - RULES AND REGULATIONS (Cont'd)

#### 2.19. Special Pricing Arrangements

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

### 2.20. Time of Day Rate Periods

Time of Day Rate Periods are determined by the time of day at the location of the Calling Station.

The rates shown in Section 4 herein apply as follows:

DAY: From 8:00 AM to 5:00 PM Monday - Friday PRIME: From 8:00 AM to 5:00 PM Monday - Sunday EVENING: From 5:00 PM to 11:00 PM Honday - Priday and

NIGHT/

From 11:00 PM to 8:00 AM WEEKEND: Everyday Saturday

From 8:00 AM to 11:00 PM From 8:00 AM to 5:00 PM Sunday

NON-DAY: Honday - Friday and Sunday

From 5:00 PM to 11:00 PM From 11:00 PM to 8:00 AM From 8:00 AM to 11:00 PM Everyday Saturday From 8:00 AM to 5:00 PM Sunday

NON-PRIME: From 5:00 PH to 8:00 AM Monday - Sunday

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### Section 2 - RULES AND REGULATIONS (Cont'd)

# 2.21. Systems Security

Where Customers are permitted access to the Company's computer systems and data (hereinafter Systems) for the purposes of managing and maintaining their telecommunications system, they will adhere to the following:

- 2.21.1. Customers may access the Company's systems only to the extent required by and incident to the administration and management of the Customer's telecommunications system.
- 2.21.2. Customers may not disclose or use information which may be learned as a consequence of access to the Company's Systems except as may be directly required to insure the proper operation of the Customer's telecommunications system. Customers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.
- 2.21.3. Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer's telecommunications system. These Systems remain the property of Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of Company.
- 2.21.4. Customers shall take all reasonable precautions to maintain the confidentiality of Company Systems. Such precautions shall include the use of Personal Identification Numbers (PINs) and passwords selected by and known only to the Customer's individual authorized users. Telephone numbers and dial-up access numbers assigned to the Customer by Company, PINs or any aspect of access and sign-on methodology used to access these Systems shall not be posted or shared with others under any circumstances. Customers shall follow normal logoff procedures prior to leaving a terminal unattended. Customers should report any known or suspected attempt by others to unauthorized access of these Systems.
- 2.21.5. In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify Company immediately. Access into these Systems beyond that authorized may result in civil and/or criminal penalties.

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# Section 2 - RULES AND REGULATIONS (Cont'd)

#### 2.22. Directory Assistance

Directory Assistance is available to Customers of the Company's Customone, WilPlus I, WilPlus II, WilPlus III, WilPlus IV, WilMAX, Prepaid Calling Card, Vysta One Plus, Voice Card, Legend and Network Service. An undiscounted charge will be applied to each Call for information as to any telephone number within the state.
Up to two requests may be made on each Call to Directory
Assistance. The Directory Assistance charge applies to each Call
regardless of whether the Directory Assistance Bureau is able to
furnish the requested telephone number. The surcharge for Voice
Card Calls will not be applied to Directory Assistance Calls.

#### 2.23. Restoration of Service

The use and restoration of Service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations to the extent it is applicable, which specifies the priority system for such activities.

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#### Section 2 - RULES AND REGULATIONS (Cont'd)

#### 2.24. Discounts for Bearing Impaired Customers

A telephone toll message which is communicated using a telecommunications service for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, a 50 percent discount on toll calls, except that where an individual is both certified hearing and visually impaired a 60 percent discount will apply. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

#### 2.25. Measurement and Timing of Calls

A call is initiated when the called party answers and is terminated A call is initiated when the called party answers and is terminated when the called party or calling party hangs up, whichever occurs first. The Carrier will determine that a call has been initiated upon answer supervision. Answer supervision is accomplished either by receiving a confirmation signal from equipment at the called end or, in the absence of such a signal, by audio detection when a ring or busy signal is not being received. In such cases billing begins only after a minimum of 60 seconds has elapsed, when it is reasonable to assume the frequency monitoring device is deemed to have erred. Company will provide an appropriate credit to a customer billed for a call of short duration when the customer identifies that the call was not complete. identifies that the call was not complete.

#### 2.26. Tent Cards/Stickers

All Subscribers offering the Company's operator services in a transient environment must disclose the following information on stickers or tent cards as provided by the Company:

 InterLATA operator service is provided by WorldCom Network Services, Inc.
 Per Call Service Charges (T)

- 3) Billing options, including a list of credit cards accepted.
   4) Directions for intraLATA dialing, for reaching the local telephone company operator and for obtaining intraLATA rates.
- 5) Directions for placing an interLATA call using WorldCom
- Network Services, Inc.

  6) Instructions for obtaining WorldCom Network Services, Inc. (T) rates.

When the premises equipment functions differently than stated above, the tent card or sticker will be modified to reflect the actual dialing pattern.

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Section 2 - RULES AND REGULATIONS (Cont'd)

# 2.27. Location Surcharges

Any applicable surcharges billed at check out time by a hotel/motel Subscriber for local or long distance calls must also be stated on the tent card. Subscriber surcharges will not be billed on telephone bills by Conpany.

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#### Section 3 - DESCRIPTION OF SERVICE

#### 3.1. Private Line Service

Private Line Service is offered in the form of communication facilities dedicated to the use of a specific Customer. Private Line Service is billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which Service is performed. Nonrecurring Charges are billed in the month in which Service is performed. The various types of Private Line Service are listed below. Depending on the term discount plan selected as well as the optional features, other recurring and Nonrecurring Charges may apply as described herein. Customers subscribing to Company's Private Line Service may order Service on a monthly basis or for periods of 1, 2, 3, 4 or 5 years. Customers of each type of Private Line Service who subscribe for terms ranging from 1 to 5 years, inclusive, will receive a term discount in addition to an aggregate dollar volume discount as described herein. Upon expiration of the selected Service Commitment Period, Service will continue on a monthly basis at the current charges for such monthly Service as set forth herein unless canceled by the Customer or Company in accordance with the provisions of this Tariff. See Sections 2.4 and 2.5 herein for cancellation provisions.

# 3.2. Service Offerings

### 3.2.1 DS-0 Service With VF Access

DS-0 Service is a 64 Kbps dedicated digital Interexchange Channel Service. With analog Voice Frequency (VF) Local Access facilities, DS-0 Service will support the transmission of analog voice and/or data within the frequency range of 300 - 3000 Hz. DS-0 Service with VF Access combines digital long-haul transmission with analog Private Line Local Access.

#### 3.2.2 DS-0 Service With DDS Access

Company's DS-O Service is a 64 Kbps dedicated digital Interexchange Channel Service. With DDS digital Local Access facilities, Company's DS-O Service may be utilized for the synchronous transmission of full duplex digital data at 2.4, 4.8, 9.6 or 56 Kbps. DS-O Service with DDS digital Local Access provides End-to-End digital Service. In providing this Service, the source of synchronization for the End-to-End Circuit is Customer provided equipment. Therefore, synchronization for the End-to-End Circuit is the responsibility of Customer.

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# Section 3 - DESCRIPTION OF SERVICE (Cont'd)

#### 3.2. Service Offerings (Cont'd)

3.2.3. Digital Data Service (DDS)

> Company's DDS Service provides End-to-End digital Private Line Interexchange Service designed for use in data applications. This Private Line Service is provided with DDS Local Access facilities and is designed for full time synchronous transmission at 56 Kbps. In providing this Service, synchronization for the IXC portion of the Service is matched to the synchronization for the Local Access portion of the Service, as furnished by the applicable Local Access Provider(s).

DS-1 (Digital Signal Level 1) Service

DS-1 Service is a high capacity point-to-point Private Line Service designed for the simultaneous full-duplex transmission of digital signals at a nominal speed of 1.544 Mbps.

Customer Provided Equipment

Customer Premises Circuit terminating equipment such as Channel Service units (CSUs) and Hultiplexing equipment and any other terminal equipment such as telephone sets or systems shall be provided by the Customer and furnished and maintained at Customer's expense in accordance with the rules and regulations in Section 2

3.2.6. Practional T-1 Service

Fractional T-1 Services consist of 2 to 24 DS-0 interexchange channels between the same 2 Company points of presence utilizing DS-1 level local access facilities. A Digital Cross-Connect System (DCS) is used to control the number of channels provided.

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)

#### ,

# 3.3. Application of Ancillary Charges

#### 3.3.1. Cross-Connect Charges:

A cross-connect is an electrical connection made between two DS-1 Circuits on a DSX-1 cross-connect panel or two DS-3 Circuits on a DSX-3 cross-connect panel in a Point-of-Presence. Cross-connections between non-Company facilities and other facilities will be provided only for use with Company facilities and in conjunction with Interexchange Services provided by Company to the same Customer.

Cross-connect charges are determined by the level and type of facilities being connected. Initial cross-connections will be provided at no additional charge when there is associated Interexchange Service of the same level. Charges for additional cross-connects after initial Installation, or reconfiguration of existing cross-connects, are covered herein. For cross-connects within a DCS or MUX see Digital Cross-connect Service and M13 Multiplexing Service descriptions.

# 3.3.2. DS-1/DS-0 (D4) Multiplexing

DS-1/DS-0 (D4) Multiplexing is a Service provided by the Local Exchange Carrier at the Local Exchange Carrier wire center that allows for the Multiplexing/Demultiplexing of DS-0 level (analog or digital) Channels into or from DS-1 Channels.

D4 Multiplexing charges are Local Exchange Carrier specific and are based on charges billed by the Local Exchange Carrier. Different charges apply for DS-1 to DS-0 analog and DS-1 to DS-0 digital Multiplexing.

#### 3.3.3. M13 Multiplex Charges

The M13 Multiplexing Service provides for the provision of M13 Multiplex equipment in a Company Point-of-Presence to perform the function of Multiplexing or Demultiplexing up to 28 DS-1 level Interexchange or Local Access Circuits out of or into a single DS-1 level Interexchange Service or Local Access facility.

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#### Section 3 - DESCRIPTION OF SERVICE (Cont'd)

### 3.3. Application of Ancillary Charges (Cont'd)

#### 3.3.3. M13 Multiplex Charges (Cont'd)

Pricing is on a per M13 basis. M13s will not be provided without associated IXC. Initial cross-connections necessary to establish this Service are included in the M13 pricing. Charges for additional cross-connects after initial Installation, or reconfiguration or existing cross-connects, are covered herein. Pricing for DS-3 and DS-1 Drop and Insert applications is based on the number of M13s utilized. When the Customer requires that Company be able to isolate and test individual DS-1 Channels on a DS-3 IXC connected to M13 Multiplexing, a separate DS-3 subrate administration charge will also apply. M13 Multiplexing Service is only available at approved Company, M13 equipment locations.

# 3.3.4 Digital Cross-Connect Service (DCS)

DCS can be used within the Company network for two basic applications, DS-1/DS-0 Drop and Insert Service and DS-1/DS-0 Concentration and Segregation. DCS equipment located in a Company Point-of-Presence is used to electronically multiplex/demultiplex DS-0 level Channels from a DS-1 level IXC or Local Access Circuit and then electronically cross-connect those DS-0 level Channels to either DS-0 level IXC or Local Access or to a different DS-1 level Interexchange Service or Local Access. This application is Interexchange Service or Local Access. This application is Company's required alternative to the use of DS-1/DS-0 Channel banks and DS-0 level electrical distribution frames within Company Points-of-Presence. The exact cross-connection of the DS-0 subrate Channels between the Customer's facilities must be specified at the time of Service order. Any change in the specified cross-connection shall result in additional charges as set forth herein. The charges for this Service reflect the DS-0 level administration and maintenance necessary to support the Service adequately.

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# Section 3 - DESCRIPTION OF SERVICE (Cont'd)

# 3.3. Application of Ancillary Charges (Cont'd)

3.3.4. Digital Cross-Connect Service (DCS) (Cont'd)

The charges for Digital Cross-Connect Service are applied per Customer DS-1 Interexchange Service. Initial DS-0 Cross-connections within the DCS necessary to establish this Service are included in the pricing. Charges for additional cross-connects after initial Installation, or reconfiguration of existing cross-connects, are covered herein. In cases where DS-1 Interexchange is terminated in DCS for connection to DS-0 level Local Access facilities, a special DS-1 subrate administration charge will also apply. Charges for DCS Service must carry the same contract term as the associated DS-1 and/or DS-0 Level Service. Normal pricing applies for all associated Interexchange Services and Local Access.

3.3.5 Sub-Rate Administration Charges

Sub-rate administration charges reflect the additional administration and maintenance burdens when higher capacity Service is broken down into lower level Channels which require individual tracking, testing and maintenance. It is required on DS-3 level Interexchange Service with M13 Multiplexing and DS-1 level Interexchange with attached DCS except when the Customer signs a waiver acknowledging that Company will not be responsible for testing and maintenance of the lower level Interexchange Channels. DS-3 sub-rate 'ministration charges will apply when a DS-3 level Interexchange has associated M13 Multiplexing equipment and the Customer requires Company to be able to test and maintain individual DS-1 level Channels within the DS-3 level Interexchange Service. DS-1 sub-rate administration charges are mandatory when a DS-1 level Interexchange Service is connected to multiple DS-0 level Local Access Channels either through Company DCS or through LEC provided D4 Channel banks.

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)

# 3.3. Application of Ancillary Charges (Cont'd)

#### 3.3.5. Sub-Rate Administration Charges (Cont'd)

DS-1 sub-rate administration charges will also apply when Company DCS equipment is used to Drop and Insert Channels between DS-1 level Interexchange Service and the Customer requires Company to be able to test and maintain individual DS-0 level Channels within the DS-1 level Interexchange Service.

Charges for DS-3 and DS-1 sub-rate administration is per sub-rate Channel with a maximum charge per DS-1 or DS-3 level Interexchange Service. Where NI3 or DCS connections are to be made between different Customer's Services, the Customer ordering the connection will be charged.

#### 3.3.6. Echo Cancellation Service

With this Service option, Company provides the echo cancellation equipment necessary to cancel the echo caused by the total cumulative physical length that Calls routed over the Circuit travel from origination to termination. Echo cancellation only applies to voice applications of DS-O Service with VF Access and DS-I Service. Company will employ echo cancellation equipment free of charge on DS-O and DS-I Services to be used for voice applications and with a Primary Route greater than 800 airline miles. In cases where Customer-requested routing, or other arrangements cause the Circuit length to exceed 800 miles, the Customer will be charged for echo cancellation Service if such Service is ordered. Echo cancellation charges are applied per canceler and must carry the same contract term as their associated DS-O or DS-I Interexchange Services. Echo cancellation Service provided on a temporary basis due to re-route around network blockage or disaster, will not be charged to the Customer.

### 3.3.7. Collocation Charges

Collocation charges apply when a Customer contracts with Company to utilize space in Company Point-of-Presence locations for placement of Customer owned and maintained equipment associated with Services Company provides. All pricing for collocation including: floor space, power, rack space, DSX-1 or DSX-3 cross-connect panels, etc., is priced on an Individual Case Basis dependent on Customer requirements and is subject to the provisions of Section 2.13 herein.

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)

# 3.3. Application of Ancillary Charges (Cont'd)

# 3.3.8. Bridging Charges

Standard point-to-point Private Line Interexchange Service links two locations. Briding links three or more locations together on a singel circuit. Bridging is only available in DSO level Service with either digital or analog local access loops. The number of bridges required depends on the configuration of a specific circuit.

# 3.3.9. Integrated Service Digital Network Services

Integrated Services Digital Network ("ISDN") Service integrates voice, data, and video communications Services via standard interfaces, allowing the Services to travel over common network channels. Through Primary Rate Interface ("PRI"), a Customer may share Local Access facilities between Company Message Telecommunications Services. PRI establishes Call-by-Call Service Configuration, which dynamically allocates individual circuits within the PRI. Company's ISDN PRI connects DS-1 level Local Access facilities to the Company network. The interface provides 24 channels of 64 kbps each; the channels may be designated as either bearer ("B") or signaling ("D") channels. The B channels are used to access Company Services supported over the PRI. The D channels are used to carry signaling and control information for the associated B channels. Backup D channels may also be designated to ensure multiple routes for signalling and control information.

DS-1 level Local Access facilities are required to obtain ISDN Service. When ordering ISDN Service, a Customer must designate which channel will serve as the D Channel as well as which channel will serve as the Backup D Channel, if applicable. The Customer also has the option to specify which channels will receive ISDN Service and those which will not receive ISDN Service.

After initial installation of the PRI, a Customer may add or delete groups of B channels in the DS-1 Local Access facility or may redesignate the D channel and/or the Backup D channel. Each time the configuration of the channels within the DS-1 access facility is changed a Channel reconfiguration charge will be assessed. These charges are in addition to normal DS-1 Local Access charges and other Company recurring and non-recurring charges. Charges relating to ISDN Service are shown in Section 4.3.12. and are not eligible for any volume or term discounts.

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)

## 3.4. Application of Monrecurring Charges

3.4.1. Installation Charges

Charges apply when the Customer requests new or additional Service.

3.4.2. Expedite Charges

Company charges for the Expedited handling of the Service order. Company will pass along to the Customer any LEC Expedite charges associated with the Customer's request for Expedited Installation.

3.4.3. Change of Requested Service Date

A change of Requested Service Date charge applies when a change of Requested Service Date is the only requested modification to the original service order.

- 3.4.3.A. If the first requested change of the Requested Service Date received more than ten (10) working days prior to the Requested Service Date, there will be no charge.
- 3.4.3.B. If the Requested Service Date has been changed once already, or if the request is made within ten (10) days of the original Requested Service Date, a charge will apply.
- 3.4.3.C. An ASR charge will be assessed whenever a change of Requested Service Date is requested on Service orders including Company-ordered Local Access.
- 3.4.3.D. When the Customer requests that its RequestedService Date be extended, the new Requested Service Date must be within thirty (30) days of the previously set Requested Service Date. If the new Requested Service Date is more than thirty (30) days beyond the existing Requested Service Date or unknown, the Service order must be canceled and re-issued when a confirmed date is set. A charge for a change of Requested Service Date also applies when the Customer requests an earlier Requested Service Date that does not require an Expedite. Should an Expedite be required, the Expedite Charge supersedes the change of Requested Service Date charge.

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)

# 3.4. Application of Monrecurring Charges (Cont'd)

- 3.4.4 Change of Order Charges
  - 3.4.4.A. Charges apply when a Customer requests a modification to the information contained in the original Service order prior to Customer acceptance of the Circuit other than a change of Requested Service Date.
  - 3.4.4.B. Administrative Charges

If an ASR must be submitted to the Local Access Provideras a result of changes to Customer records such as billing address change, billing contact change, etc., then the Customer will be charged an ASR charge.

3.4.4.C. Interexchange Service Charges

Charges apply if the change necessitates a modification of the interexchange portion of the Circuit.

3.4.4.D. Local Access Service Charges

Charges apply if the change requires a change in the original ASR or if a new ASR must be submitted.

3.4.5. Order Cancellation Charges

Charges apply for Service orders canceled prior to Customer acceptance. These charges are intended to supplement any Service Cancellation charges set forth in Section 2. Order cancellation charges are in addition to standard Installation charges.

3.4.6. Change of Service Charges

Charges apply to changes made after a Circuit has been accepted by the Customer.

3.4.6.A. Administrative Charges

If an ASR must be submitted to the Local Access Provideras a result of Customer-requested changes in Service, the Customer will be charged an ASR charge.

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#### Section 3 - DESCRIPTION OF SERVICE (Cont'd)

- 3.4. Application of Monrecurring Charges (Cont'd)
  - 3.4.6. Change of Service Charges (Cont'd)
    - 3.4.6.B. Re-engineering Charges

Charges apply for orders that are re-engineered due to a Customer-requested change in local Service type. Changes which require only modification of Local Access, but do not affect Interexchange Service will only be charged for the ASR. Any LEC charges incurred because of the change will be passed on to the Customer.

3.4.6.C. Multiplexing Re-arrangement Charges

Charges apply when a Customer requests additional cross-connections, within a DCS or on the side of an H13, after Installation of initial equipment or changes to existing cross-connects.

3.4.7. Roll-up Charges

When Customers roll multiple DSO's over to a new DS-1 Interexchange or Local Access Service, or multiple DS-1's over to a new DS-3 Interexchange or Local Access Service, Company will apply a single re-engineering and/or ASR charge, rather than charging for the re-engineering of each of the existing Circuits individually.

- 3.4.8. Additional Installation/Maintenance
  - 3.4.8.A. Charges apply when the Customer requests Installationor Circuit changes during non-business hours.
  - 3.4.8.B. Charges apply when the Customer requests a technician at the Customer Premises or trouble that results from problems in the Customer's equipment.
  - 3.4.8.C. Charges apply when the Customer requests the provision of engineering design or other activities which are not normally provided as a part of the design and Installation of Service.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

#### 3.5. Operator Services

Operator Services is the furnishing of Services for the completion of Calls by Consumers and Customers presubscribed to Customone, WilPlus I, WilPlus II, WilPlus III, WilPlus IV, WilMAX and Vysta One Plus made with the assistance of a Company operator within the state including Aggregator sites and locations. Aggregators sites include, but are not limited to, hotels/motels, hospitals, businesses, military establishments, and locations of public, semi-public, or private pay telephones. There are four classes of operator-assisted Calls which are described below.

#### LEC Card

Charges for a long distance Call are charged to a valid LEC Card. order to control fraud, the Company may refuse to accept a card that it determines or suspects to be invalid.

#### Person-to Person

Charges apply when the Consumer specifies to the operator a particular party to be reached. That party may be a:

- (a) a person(b) a department(c) a mobile station
- (d) an extension
- (e) an office

If the original person, department, mobile station, extension, or office designated by the Consumer is unavailable and the Consumer requests or agrees to talk to any other party, the Call is still classed as a Person to-Person Call.

#### Station - to - Station

Charges apply when the Consumer specifies to the operator a particular telephone number to be reached. The only Station-to-Station Service offered is Station-to-Station Collect.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont.)

# 3.5. Operator Services (Cont.)

#### Collect

The Consumer requests the operator to bill the charges to the Called Station or party who agrees to pay for all charges. Collect Calls can be either Person-to-Person or Station-to-Station.

#### Third Party

The Consumer requests the operator to bill the charges for a Call to a number other than that of the Calling or Called Station. The party at the number charges are to be billed to agrees to pay for all charges.

In addition to the per minute usage rates specified below, an Operator Handling Fee also applies to each type of Call described above. Operator Handling Fees are set forth in Section 3. When an operator-assisted Call includes the elements of more than one class of Call, the Call is charged at the highest rated class. Coin sent paid Calls are not accepted by the Company.

See Section 4.6.13.A.2.(h) for WilMAX Enhanced Travel Card Operator Service per minute charges and surcharges.

#### 3.5.1 Inmate Collect Only Service

Inmate Collect Only Service permits inmates or residents to place collect calls over the Company's Network from authorized telephone numbers in a controlled environment. Telephones and associated equipment will be provided at the option of the Company for the exclusive use of inmates served within the confines of a penal, correctional, mental institution, or job corp center where potential usage by inmates or residents warrants establishing the service.

- 3.5.1.A <u>General Regulations</u> Subject to other applicable provisions of this Tariff, inmate collect only service:
  - .1 Will be arranged for outward calling only;
  - .2 shall be arranged to block Directory Assistance calls;
  - .3 Shall arrange to allow only "0+" collect calls for local and long distance calls and to block all other calling including, but not limited to, local direct, credit card, third number, "1+" sent-paid, "0+" sent-paid, all "0-", 700, 800, 900, 976, 950, 911, and loxxx;
  - .4 At the request of the facility, may be arranged to limit individual inmate calls to approved telephone numbers;

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont.)

# 3.5. Operator Services (Cont.)

# 3.5.1 Inmate Collect Only Service (cont'd)

# 3.5.1.A General Regulations (cont'd)

- .5 At the request of facility, call detail information, such as date and time of call, duration of calls, and called and calling telephone numbers, may be furnished to the facility where prison authorities stipulate such information appropriate in preventing or identifying abuse or unlawful use of service and where the prison authorities stipulate that the provision of such information is not in violation of any federal, state or local laws, regulations or orders;
- May be arranged to limit the number of calls or call attempts to any single telephone number.

3.5.1.B. At the request of the facility and where necessary to preserve the security and orderly management of the institution and to protect the public, monitoring equipment may be provided on the coinless telephones on the premises of the state and federal prisons subject to the following conditions:

- .1 The equipment is to be used exclusively for the purpose of monitoring outgoing, operator-handled collect telephone calls made by inmates; and
- .2 The monitoring shall comply with all applicable federal and state laws concerning privacy, electronic surveillance, and eavesdropping.

3.5.1.C. Rates - Long distance rates and service charges for Inmate Collect Only Service are set forth in Section 4.5.1.

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#### Section 3 - DESCRIPTION OF SERVICE (Cont'd)

- 3.6. Grandfathered Telesphere Services The Grandfathered TelesphereService provided by WorldCom Network Services, Inc. are described below. WorldCom Network Services, Inc. will provide these services at the rates in Section 5 for a period not to exceed 6 months, unless said services are otherwise modified or cancelled.
  - 3.6.1. MTS Service This is a discounted service designed for residential and small business use, featuring mileage-based rates with additional evening, night, weekend and holiday discounts. This service is available under equal access (where available), dial-up access or dialer access.
  - 3.6.2. Switched Access WATS Service This is a discounted service designed for businesses with moderate usage, featuring mileage-based rates with additional evening, night and holiday discounts. This service is available under equal access (where available), dial-up access and dialer access.
  - 3.6.3. Virtual Banded WATS Service This is a discounted service designed for businesses with moderate to high usage, featuring volume-discount statewide rates with additional evening, night and weekend discounts. This service is available under dedicated access.
  - 3.6.4. High Usage WATS Service This is a discounted service designed for businesses with high usage, featuring a low statewide rate with additional discounts for evening, night and holiday calls. This service is available under dedicated access.
  - Plat Rate Service This is a discounted service featuring a statewide rate with additional evening, night and weekend discounts. This service is available 3.6.5. under equal access (where available), dial-up access and dialer access.
  - Travelnet Service This is a special travel service which provides dial-up access form anywhere in Florida. 3.6.6.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

# 3.6. Grandfathered Telesphere Services (Cont'd)

# 3.6.7. Bligibility for Platinum Refund

- 3.6.7.A. In order for a customer to be eligible for the Platinum Refund, the customer must:
  - Sign a Platinum Refund Contract;
  - Use the WTG East Network Services to which the Platinum Refund applied (See Section 4) for twelve (12) consecutive months; and
  - Bill a minimum of \$500.00 in usage per month for twelve consecutive months.
- 3.6.7.B. The Minimum of \$500.00 usage per month does not include:
  - International minutes;
  - Minutes and charges for directory assistance calls;
  - Line charges;
  - Taxes;
  - Installation charges;
  - Special construction charges; or
  - Other recurring or non-recurring charges.
- 3.6.7.C. Should a customer with a Platinum Refund cancel or be canceled prior to the end of the Platinum Refund program, the customer automatically relinquishes all rights to the refund, and no refund will be issued.

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# Section 3 - DESCRIPTION OF SERVICE (Cont'd)

# 3.6. Grandfathered Telesphere Services (Cont'd)

- 3.6.8. Measurement and Timing of Calls A call is initiated when the called party answers and is terminated when the called party or calling party hangs up, whichever occurs first. The Carrier will determine that a call has been initiated upon answer supervision. Answer supervision is accomplished either by receiving a confirmation signal from equipment at the called end or, in the absence of such a signal, by audio detection when a ring or busy signal is not being received.
  - 3.6.8.A Billing increments, call length rounding and minimum call length are as follows:
    - 3.6.8.A.1. MTS Service Billing is in 60-second increments. Call lengths are rounded up to the next full minute. Minimum call length is 1 minute.
    - 3.6.8.A.2. Switched Access WATS Service Billing is in 6-second increments. Call lengths are rounded up to the next full 6-seconds. Minimum call length is 30 seconds.
    - 3.6.8.A.3. Virtual Banded WATS Service Billing is in 6-second increments. Calls are rounded up to the next full 6- 12 seconds. Minimum call length is 30 seconds.
    - 3.6.8.A.4. High Usage WATS Service Billing is in 6-second increments. Call lengths are rounded up to the next full 6-seconds. Minimum call length is 1 minute.
    - 3.6.8.A.5 Plat Rate Service Billing is in 60-second increments.
      Call lengths are rounded up to the next full minute.
      Minimum call length is 1 minute.
    - 3.6.8.A.6. Travelnet Service Billing is in 60-second increments.

      Calls are rounded up to the next full minute. Minimum call length is 1 minute.
  - 3.6.9. For calls subject to time-of-day discounts, calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
  - 3.6.10. All times refer to local time at the originating point of the call.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

# 3.7. MESSAGE TELECOMMUNICATIONS SERVICES

#### 3.7.1. WilPlus I

WilPlus I is a distance and time of day sensitive direct dial long distance Service. Customers may access WilPlus I either by dialing direct or by dialing 10555 or another Company carrier access number. Duration of WilPlus I Calls (usage) are expressed in increments of a minute and subject to a 1 minute minimum charge per Call. All Calls are rounded to the next highest minute. For instance, a Call lasting 3 minutes and 40 seconds is billed as a 4 minute Call. Time of Day and Holiday Discounts as described in Section 4 apply to the per minute usage charges stated below. Volume discounts and minimum monthly usage charges as described in Section 4 may also apply.

# 3.7.1.A 800 Service Option

The 800 Service Component of WilPlus I is an inbound WATS Service which permits Calls to a Customer's Premises in one location from diverse geographical locations utilizing switched access arrangements between the Customer's Premises and Company's facilities. The WilPlus I Customer, rather than the calling party, is billed for each Call. Call duration (usage) is expressed 1 minute increments. All Calls are rounded to the next highest minute and billed at rates set forth in Section 4.

#### 3.7.1.B Voice Card Service

Voice Card Service allows Customers using 1-800-364-8989 toaccess Company's telecommunications network to complete long distance Calls without the assistance of an operator and to charge those Calls to an authorized Calling Card issued by the Company to the Customer. Duration of Voice Card Calls (usage) are expressed in increments of 6 seconds subject to a 1 minute minimum charge per Call. All Calls are subject to a surcharge per Call in addition to the per minute usage charges specified in Section 4. Voice Card Service is not eligible for volume discounts.

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#### SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

#### 3.7. MESSAGE TELECONGUNICATIONS SERVICES (Cont'd)

# 3.7.2. Vysta - One Plus'

Vysta - One Plus is a direct dial long distance Service for Customers whose total monthly billing exceeds \$150.00. Customers may access Vysta One Plus either by dialing direct or by dialing 10464, Company's carrier access number. Duration of Vysta One Plus Calls (usage) are expressed in 6-second increments and subject to a minimum connect time of 30 seconds. All Calls are rounded to the next highest 6 seconds. There are no volume or Time of Day discounts for this Service. A basic feature of this Service is ASAP, the Account Support Advantage Package. The package includes Authorization Codes, Accounting Codes, Voice Card Service, and management reports.

# 3.7.3. Vysta Direct2

Vysta Direct is a long distance Service utilizing Dedicated Access arrangements between the Customer's Premises and Company facilities for Call origination. Call termination is completed through a combination of Company facilities and available LEC switched access arrangements. Duration of Vysta Direct Calls (usage) are expressed in 6-second increments and subject to a minimum connect time of 6 seconds. All Calls are rounded to the next highest 6-seconds. There are no volume or Time of Day discounts for this Service. A basic feature of this Service is ASAP, the Account Support Advantage Package. The package includes Authorization Codes, Accounting Codes, Voice Cards, and management reports.

#### 3.7.4. Directory Assistance

Directory Assistance is available to Customers of WilPlus I, WilPlus II, WilPlus IV, WilMAX, Prepaid Calling Card, CustomOne, Vysta One Plus, Voice Card, Legend, CNC and Network Service. A service charge will be applied to each Call to Directory Assistance information whether or not the requested telephone number can be supplied. (Refer to Section 4.6.4 for current charge.) Charges for Directory Assistance do not count toward the Minimum Monthly Usage Charge for the Services noted above. See Section 4.6.13.A.2.(g). forWilMAX Enhanced Travel Card Directory Assistance rates.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

# 3.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

# 3.7.5. 800 Directory Assistance

800 Directory Assistance is a listing available to Customers of Vysta 800 and Vysta 800 Direct.

#### 3.7.6. Vysta 800<sup>3</sup>

Vysta 800 is an inward WATS Service available only to Customers of Vysta One Plus which permits Calls to a Customer's Premises in one location from diverse geographical locations utilizing switched access arrangements between the Customer's Premises and Company's facilities. The Vysta 800 Customer, rather than the calling party, is billed for each Call. Call duration (usage) is expressed in 6-second increments and subject to a minimum connect time of 30 seconds. All Calls are rounded to the next highest 6 seconds.

#### 3.7.7. Vysta 800 Direct4

Vysta 800 Direct is an inward WATS Service which permits Calls to a Customer's Premises in one location from diverse geographical locations utilizing Dedicated Access between the Customer's Premises and Company's facilities. The Vysta 800 Direct Customer, rather than the calling party, is billed for each Call. Call duration (usage) is expressed in 6-second increments. All Calls are rounded to the next highest 6-second increment and subject to a minimum connect time of 6 seconds.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

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# 3.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

# 3.7.8. Legend<sup>5</sup>

Legend is an inbound and outbound customized telecommunications service designed to provide a unified service for single or multi-location companies using multiple local access arrangements. Customers can select from switched, dedicated, and card origination and termination access arrangements. The customer must commit to having one domestic location using dedicated outbound service for the length of his service commitment. The Legend Service Package includes Directory Assistance, Account Codes, Time of Day Discounts, Customized Billing, Travel Card, and Operator Assistance. Legend is only available on an intrastate basis to customers who subscribe to Legend's interstate service. All domestic calls are billed in 6 second increments and subject to a 6 second minimum per call. For example, a 5 second call would be billed as 6 seconds while a 20 second call would be billed as 24 seconds. Depending on the term selected the customer will receive the discounts set forth below.

#### 3.7.9 Metwork Service\*

Network Service is a telecommunications service designed for direct dial outward calling from multiple customer locations to stations throughout the state and arranged so the customer receives a single bill for all locations. This service is only available to customers of Company's interstate Switched Origination, Switched Termination, or 800 Origination Service. This service has two options from which the Customer may choose. Option I uses switched access arrangements on both originating and terminating ends. Option 2 uses dedicated access arrangements on the originating end and switched access on the terminating end. All calls are billed in 6 second increments and subject to a minimum connect time of 6 seconds. All calls are rounded to the next highest 6 second increment, i.e. 7 seconds would be billed as 12 seconds.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

- MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd) 3.7.
  - 3.7.9 Network Service (Cont'd)
    - Travel Card Service: 3.7.9.A

Allows customers to use an authorization code to access the Company network to complete long distance calls without the assistance of an operator and to charge those calls to their authorization code issued by the Company to the Customer. All calls are billed at the rates set forth in Section 4.6.9.A Option 1. All calls are subject to a \$0.25 surcharge per call excluding calls to directory assistance.

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#### **EXCTION 3 - DESCRIPTION OF EXRVICE** (Cont'd)

# 3.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

#### 3.7.10 WilPlus II7

WilPlus II is an inbound and outbound customized telecommunications service designed to provide a unified service for single or multilocation companies using multiple local access arrangements. Customers can select from switched, dedicated, and card origination and termination access arrangements. WilPlus II is only available on an intrastate basis to customers who subscribe to WilPlus II's interstate service. All domestic calls are billed in 6 second increments and subject to a 6 second minimum per call. For example, a 5 second call would be billed as 6 seconds while a 20 second call would be billed as 24 seconds. Depending on the term selected the customer will receive the discounts set forth in Section 4.

#### 3.7.10.A Travel Card Service

Allows WilPlus II customers to use an authorization code to access the Company network to complete long distance calls without the assistance of an operator and to charge those calls to their authorization code issued by the Company to the Customer. All domestic calls are billed in 6 second increments and subject to an 1 minute minimum per call. All calls are subject to \$0.60 surcharge per call and billed at the rates set forth in Section 4.

This service is no longer available to new subscribers as of April 1, 1994.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

#### 3.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

#### 3.7.11. Wilplum IXI\*

WilPlus III is an inbound and outbound customized telecommunications service designed to provide a unified service for single or multi-location companies using multiple local access arrangements. Customers can select from switched, dedicated, and card origination and termination access arrangements. WilPlus III is only available on an intrastate basis to customers who subscribe to WilPlus III's interstate service. All domestic calls are billed in 6 second increments and subject to a 6 second minimum per call. For example, a 5 second call would be billed as 6 seconds while a 20 second call would be billed as 24 seconds. Depending on the term selected the customer will receive the discounts set in Section 4.

#### 3.7.11.A Travel Card Service

Allows WilPlus III customers to use an authorization code to access the Company network to complete long distance calls without the assistance of an operator and to charge those calls to their authorization code issued by the Company to the Customer. All domestic calls are billed in 6 second increments and subject to an 1 minute minimum per call. All calls are subject to \$0.60 surcharge per call and billed at rates set forth in Section 4.

# 3.7.12 WilPlus Optional Features

WilPlus optional features are specified in Company's Tariff F.C.C.No. 5, Section IV and are provided pursuant to that tariff.

This service is no longer available to new subscribers as of April 1, 1994.

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# SECTION 3 - DESCRIPTION OF BERVICE (Cont'd)

# MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

#### 3.7.13. Customone

Customone is a high volume inbound and outbound customized telecommunications Service. It provides a comprehensive, unified Service for single or multi-location companies using switched, dedicated and Travel Card access. Customone is only available to customers of Company's interstate Customone Service. All intrastate inbound and outbound Calls are subject to a 6 second minimum initial period and are rounded to the next higher 6 second increment. The applicable Base Rates for Customone are determined by Time of Day and Company Recognized Holidays.

Subscribers to CustomOne have the option of Dedicated, Switched and Travel Card Access, Switched Data Service and Dedicated and Switched Termination, with Volume Discounts and Time of Day Discounts.

#### 3.7.13.A CustomOne Inbound Service

#### CustomOne Enhanced 800 Service

CustomOne Enhanced 800 consists of the following components: Dialed Number Identification Service, Message Referral, 800 Ensure Service Restoration, Real Time ANI ("RTA"), Call Area Selection, Call Zone Routing, Exchange Routing, Time of Day Selection, Call Zone Routing, Exchange Routing, Time of Day Routing, Day of Week Routing, Day of Year Routing, Call Allocation, Call Distributor, and Route Completion.

#### (a) Dialed Number Identification Service("DNIS")

DNIS enables the identification of each 800 number called for Customers who have multiple 800 numbers. Customers receiving the destination call can identify the 800 number called and answer the call appropriately. DNIS delivers up to 10 Customer specified digits per 800 number to the Customer's site. The Customer may designate up to 1500 DNIS per DS-1 level connection. See Price List for current rate.

#### (b) Message Referral

Message referral provides a message to inform callers the 800 number has been disconnected and/or has been changed. Callers are referred to the new 800 number when service is terminated on an existing 800 number. Message delivers the pre-recorded message to all referral incoming 800 calls for a maximum duration of six months. See Price List for current rate.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

# 1.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

- 3.7.13. CustomOne (Cont'd)
  - 3.7.13.A CustomOne Inbound Service (Cont'd)
    - 1. CustomOne Enhanced 800 Service (Cont'd)
      - (c) 800 Ensure Service Restoration
        - i. 800 Ensure Service Restoration is available only on calls carried on Company's Network. 800 Ensure Service Restoration guarantees 800 Service restoration within 30 minutes after a Service disruption. The Customer's downtime in the case of a Service disruption is minimized by routing calls to alternate destinations.

If a CustomOne 800 number is unable to receive calls due to Service disruption, the Customer must notify Company's Network Control Center. Company will then respond within 30 minutes, by providing routing to a pre-selected alternate route for the 800 number experiencing failure. This guarantee is not applicable unless Customer has pre-selected alternate routing.

Company's liability with respect to this guarantee is limited to rerouting Company Enhanced 800 Service exclusively, and does not include 800 services offered by other carriers in a multi-carrier configuration.

11. 800 Ensure Service Restoration Guarantee

If Company cannot restore 800 Service within 30 minutes of Customer's notification to Company's Network Control Center, Company will, in addition to providing the routing to a pre-selected alternate route for the 800 number experiencing failure, credit Customer for portions of Enhanced 800 recurring charges which will be calculated and applied to the next invoice following Customer's request for credit.

A credit of one full day (24 hours) of Enhanced 800 recurring charges will be given for each reported outage of 24 hours or less. See Price List for current rate.

(d) Real Time ANI ("RTA")

RTA transmits the calling party number to the Customer's equipment when the call is answered. This feature requires either Feature Group D, IMT, PRI-ISDN or T-1 connection. Company will not provide RTA if the calling phone subscriber has requested RTA blocking.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

# 3.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

- 3.7.13. CustomOne (Cont'd)
  - 3.7.13.A CustomOne Inbound Service (Cont'd)
    - CustomOne Enhanced 800 Service (Cont'd)
      - (d) Real Time ANI ("RTA") (Cont'd)

Pursuant to state and/or FCC regulations, the Customer may use the ANI or billing information for billing and collection, routing, screening and completion of the originating telephone subscriber's call or transaction, or for services directly related to the originating telephone subscriber's call or transaction.

Further, the Customer may not reuse or resell the ANI or billing information without first (a) notifying the originating telephone subscriber and (b) obtaining the affirmative consent of such subscriber for such reuse or sale.

Finally, the Customer may not disclose, except as permitted in this Section 3.7.13.A.1.(d), any information derived from the ANI for purposes other than (a) performing the services or transactions that are the subject of the originating telephone subscriber's call, (b) ensuring network performance security and the effectiveness of call delivery, (c) compiling, using and disclosing aggregate information, and (d) complying with applicable law or legal process. See Price List for current rate.

#### (e) Call Area Selection

Call Area Selection blocks calls from any country, stateor specified NPA. This Service allows Customers to limit calls received to appropriate target markets. The Customer can define calls by either country, state, LATA, NPA, or NPA/NXX.

The Charge for Change is incurred when Customer changes an area to be blocked, or when Customer has the option removed for the 800 number, or when Service is cancelled for the 800 number. See Price List for current rate.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

# 3.7. MESSAGE TELECONGUNICATIONS SERVICES (Cont'd)

- 3.7.13. CustomOne (Cont'd)
  - 3.7.13.A CustomOne Inbound Service (Cont'd)
    - CustomOne Enhanced 800 Service (Cont'd)
      - (f) Call Zone Routing

Call Zone Routing allows Customer to define two or more originating routing groups and to arrange that calls to a single 800 number placed from different routing groups terminate at different locations. A routing group can consist of any combination of NPAs, states or countries. The combination of all domestic routing groups should include the entire continental United States and any areas selected by extended call coverage and should exclude any areas blocked by Call Area Selection. The monthly charge applies to each originating routing group defined for each 800 number. See Price for current rate.

(g) Exchange Routing

Exchange Routing allows Customer to define two or more originating routing groups and to arrange that calls to a single 800 number placed from different routing groups terminate at different locations. A routing group can consist of any combination of NPA/NXXs. The combination of all domestic routing groups should include the entire continental United States and any areas selected by extended call coverage and should exclude any areas blocked by Call Area Selection. The monthly charge applies to each originating routing group defined for each 800 number. See Price List for current rate.

(h) Time of Day Routing

Time of Day Routing allows Customer to arrange for callsto a single 800 number to be routed to different locations based on the time of day. Customer can establish a different routing arrangement for up to forty-eight (48) time slots in a 24 hour day period. The time slots must be defined in 5 minute increments or multiples. The monthly charge applies to each time slot per day type per originating routing group for each 800 number. See Price List for current rate.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

# 3.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

- 3.7.13. CustomOne (Cont'd)
  - 3.7.13.A CustomOne Inbound Service (Cont'd)
    - CustomOne Enhanced 800 Service (Cont'd)
      - (1) Day of Week Routing

Day of Week Routing allows Customer to arrange for callsto a single 800 number to be routed to different locations based on the day of week. Customer can establish a different routing arrangement for each day of the week with a maximum of seven day types. The monthly charge applies to each day type per originating routing for each 800 number. See Price List for current rate.

(j) Day of Year Routing

Day of Year Routing routes calls by day of the week. This Service allows Customers to route calls from a single 800 number between multiple service centers based on the day of the year the call is made. Customer can establish a different routing arrangement for a maximum of fifteen (15) single days. See Price List for current rate.

(k) Call Allocation

Call Allocation allows Customer to route calls for each originating routing group to two or more terminating locations based upon Customer specified percentage basis. Customer must establish a calling pattern where each percentage is a whole number and the total equals 100. The monthly charge applies to each allocation per time slot, per day type, per originating routing group for each 800 number. See Price List for current rate.

(1) Call Distributor

Call Distributor distributes calls evenly over all lines utilizing DS-1 level trunk group connections. This Service allows Customers to balance the incoming load of 800 traffic effectively between their on-site operators. This Service requires that Customers have DS-1 level dedicated access lines. See Price List for current rate.

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#### SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

#### 3.7. MESSAGE TELECOGRUNICATIONS SERVICES (Cont'd)

- 3.7.13. CustomOne (Cont'd)
  - 3.7.13.A CustomOne Inbound Service (Cont'd)
    - CustomOne Enhanced 800 Service (Cont'd)
      - (m) Route Completion

Route Completion allows an 800 dedicated access line Customer to control potential congestion of calls by sending the overflow to a pre-defined alternate routing group of dedicated access, WATs access lines, or switched access lines. Up to 99 alternate routing plans can be established.

Route Completion will route traffic from dedicated access lines to dedicated access lines or dedicated access lines to switched access lines. Once traffic is routed to a switched access line, the call is terminated regardless of busy signal. See Price List for current rate.

(n) Maximum Monthly Charge

Customers receiving one or more of the following Enhanced 800 components will incur a maximum of \$400 in monthly recurring charges per 800 number: Call Zone Routing, Time of Day Routing, Day of Week Routing, and Call Allocation.

(o) Volume Term Discounts

Only Real Time ANI delivery charges contribute and are eligible for volume and/or term discounts.

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#### SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

# 3.7. MESSAGE TELECOMOUNICATIONS SERVICES (Cont'd)

# 3.7.13. CustomOne (Cont'd)

#### 3.7.13.B CustomOne Travel Service

#### Voice Card Service

Base rates for the Measured Service component of Voice Card Service Calls are billed in 6 second increments with a 6 second billing minimum per Call. Voice Card Service also offers the feature of # Reorigination.

# (a) # Reorigination

# Reorigination allows Customer to dial additional numbers without ending the Voice Card session and without reentering the authorization code. No charge applies.

# (b) Volume and Term Discounts

All CustomOne Voice Card rates are eligible for volume and/or term discounts.

# CustomCard Travel Card (CustomCard) Service

CustomOne CustomCard Travel Card (CustomCard) Service offers the following standard features: Speed Dialing, # Reorigination, Conference Calling, Variable Credit Limits, Message Store and Forward and Audiotext. Voice Mail is an optional feature of CustomCard Service. Customer will be billed the associated charges only for those features used, in addition to the Base Rates listed below.

Base Rates for the Measured Service component of CustomCard Service Calls are billed in 6 second increments with a 1 minute billing minimum per Call. In addition to the Base Rates, each completed Call will be assessed a set-up charge.

#### (a) Speed Dialing

Speed Dialing allows Customer to store frequently dialednumbers which are then retrieved by dialing only 1 digit. Customer is limited to 9 programmed numbers with a maximum of 11 digits each.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

# 3.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

- 3.7.13. CustomOne (Cont'd)
  - 3.7.13.B CustomOne Travel Service (Cont'd)
    - CustomCard Travel Card (CustomCard) Service (Cont'd)
      - (b) Reorigination

# Reorigination allows Customer to dial additional numbers without ending the CustomCard session and without reentering the authorization code. The Customer is assessed the standard set-up charge for each additional number dialed.

(c) Conference Calling

Conference Calling allows Customer to use an operator toestablish a telephone conference. No minimum time applies per conference call and conference calls can be set up in advance or on demand. New parties may be connected by the operator after the conference call has been established, and conferences can be comprised of up to 47 parties. More parties can be included by special arrangement. Base Rates do not apply for this feature.

(d) Variable Credit Limits

Variable Credit Limits allows Customer to set pre-determined spending levels for pre-determined time limits of Customer's choice. Customer may not exceed this pre-determined spending level.

(e) Message Store and Forward

Message Store and Forward allows Customer to prerecord messages for delivery up to 96 hours later to any telephone in the state. Messages are limited to 3 minutes in length. Company will attempt eight deliveries of the message at 15 minute intervals.

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#### SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

- 3.7. MESSAGE TELECONGUNICATIONS SERVICES (Cont'd)
  - 3.7.13. CustomOne (Cont'd)
    - 3.7.13.B CustomOne Travel Service (Cont'd)
      - CustomCard Travel Card (CustomCard) Service (Cont'd)
        - (f) Audiotext

Audiotext allows Customer to access pre-recorded information on a variety of subjects.

(g) Voice Hail

Voice Mail is an electronic mailbox which allows Customer to retrieve messages left by others.

(h) Volume and Term Discounts

In addition to per minute and set up charges for CustomCard Service, the following enhanced features contribute and are eligible for volume and/or term discounts: # Reorigination, Conference Calling, Hessage Store and Forward, Audiotext, and Voice Hail.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

#### 3.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

#### 3.7.13. CustomOne (Cont'd)

#### 3.7.13.C CustomOne Switched Data Service (SDS)

#### Switched 56/64 Kbps Service

(a) CustomOne Switched 56/64 Kbps Service is a dial-up service for transmitting data at speeds of 56 Kbps and 64 Kbps and is designed for applications that require intermittant high speed transmission or switched capability by providing endto-end digital transmission. CustomOne Switched 56/64 Kbps Service calls can originate on dedicated or switched access facilities. The access types used with CustomOne Switched 56/64 Kbps Service include DS-1, FT-1, and Company Integrated Services Digital Network Primary Rate Interface (Company PRI), and where available Local Exchange Carrier Switched Digital Access (SDA), Local Exchange Carrier Integrated Services Digital Network Basic Rate Interface (BRI) and Local Exchange Carrier Integrated Services Digital Network Primary Rate Interface (LEC PRI).

Switched 56/64 Kbps Service calls which originate via switched access facilities must utilize SDA, BRI or LEC PRI access. Customer must order such Local Access directly from the Local Exchange Carrier. SDA, BRI and LEC PRI are subject to availability from the Local Exchange Carrier and may not be available in all locations.

SDS calls which originate via dedicated facilities must utilize DS-1, FT-1, or Company PRI access. Customer may choose to obtain Local Access directly from the Local Exchange Carrier, or Customer may designate Company to act as its agent in providing Local Access for Customer. Dedicated access to Customone Switched 56/64 Kbps Service 1s available at Company Points of Presence. Company PRI is an ancillary charge described in Section 3.3.9. herein.

CustomOne Switched 56/64 Kbps Service terminates to Customer Premise Equipment ("CPE"). The CPE must have the capability of dialing SDS calls, answering SDS calls, and allowing Customer to connect the applications into the SDS Service.

(b) CustomOne Switched Data Service 56/64 Kbps Rates

Usage charges will be on a per call basis with 6 second initial and 6 second additional billing periods per call and are listed in Section 4.6.12.D

(c) CustomOne Switched Data Service Discounts

CustomOne Switched Data Service charges will contribute to and are eligible for Discounts listed in Section 4.6.12. Both voice and data CustomOne revenue will aggregate to determine a CustomOne Customer's discount level.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

- 3.7. MESSAGE TELECOMOUNICATIONS SERVICES (Cont'd)
  - 3.7.13. <u>CustomOne</u> (Cont'd)
    - CustomOne Switched Data Service (SDS) (Cont'd) 3.7.13.C
      - CustomOne Multirate ISDN Switched Data Service ("Multirate ISDN SDS")
        - (a) CustomOne Multirate ISDN SDS is a dial-up service for transmitting data at a speed of N times 64 Kbp; where N equals 1 to 24, resulting in a total bandwidth from 64 Kbps to 1.536 Mbps in 64 Kbps increments.

CustomOne Multirate ISDN SDS calls can originate only onswitched access facilities. The only access type available for use with CustomOne Multirate ISDN SDS is Local Exchange Carrier Primary Rate Interface (LEC PRI). Customer must order such Local Access directly from the Local Exchange Carrier. LEC PRI is subject to availability from the Local Exchange Carrier and may not be available in all locations. CustomOne Multirate ISDN SDS calls can originate only

CustomOne Multirate ISDN SDS terminates to Customer Premise Equipment ("CPE"). The CPE must have the capability of interfacing with the Local Exchange Carrier PRI access line, dialing SDS calls, answering SDS calls, and allowing Customer to connect the applications into the SDS Service.

(b) CustomOne Multirate ISDN Rates

Usage charges will be on a per call basis with 6 second initial and 6 second additional billing periods per call. Call origination and termination is limited to locations with LEC PRI availability.

Rates for CustomOne Multirate ISDN SDS are calculated by multiplying the Switched Data Service 56/64 Kbps Rate in Section 4.6.12.D times the number of 64 Kbps channels utilized during each call. For example a call using 384 Kbps would be priced at 6 times the 64 Kbps rate because 384 Kbps is the equivalent of 6 64 Kbps channels.

(c) CustomOne Multirate ISDN SDS Discounts

CustomOne Multirate ISDN SDS charges will contribute to and are eligible for Discounts listed in Section 4.6.12. Both voice and data CustomOne revenue will aggregate to determine a CustomOne Customer's discount level.

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ARCTION 3 - DESCRIPTION OF SERVICE (Cont'd)

# 3.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

# 3.7.13. CustomOne (Cont'd)

# 3.7.13.D CustomOne Discounts

#### 1. Volume Discounts

Volume Discounts are available to those CustomOne Customers whose total monthly combined Measured Service equals or exceeds \$500.00 per invoice. The discounts are inclusive (apply to the first \$1 of usage) and all Inbound, Outbound, Switched Data Service and Travel Service Calls and Travel Service set-up charges are eligible for discounts.

#### 2. Pricing Plans

(a) CustomOne Pricing Plan - In lieu of VolumeDiscounts described in Section 3.7.13.D.1 discounts are available to CustomOne Customers based on the Annual Commitment Level and Service Commitment Period. The Annual Commitment applies to each consecutive 12 month period within the Service Commitment Period beginning with the Start of Service Date and each subsequent anniversary. The discounts are inclusive (apply to the first \$1 of usage) and all Inbound, Outbound, Switched Data Service and Travel Service Calls and Travel Service setup charges, before promotional and other discounts, contribute and are eligible for discounts.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

# 3.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

- 3.7.13. CustomOne (Cont'd)
  - 3.7.13.D CustomOne Discounts (Cont'd)
    - 2. Pricing Plans (Cont'd)
      - (b) CustomOne Cross Product Pricing Plan As set forth below, and in lieu of Volume Discounts and Pricing Plans described in Sections 3.7.13.D.1 and 3.7.13.D.2.(a), discounts are available to CustomOne Customers based upon Customer's aggregate billing amount of CustomOne and Private Line Service, as described in Section 3.1 herein. This CustomOne Cross Product Pricing Plan is available for new CustomOne Customers and existing CustomOne Customers who increase their Annual Commitments.

To qualify for the Cross Product Pricing Plan, Customer must commit to (i) a minimum of \$6,000 annual charges which may be any combination of CustomOne and Private Line Services, and (ii) a minimum of a CustomOne one year Service Commitment Period. Company reserves the right to aggregate the Customer account for Private Line Service and the Customer and its affiliates accounts for Switched Service.

To receive the Cross Product Pricing Plan, Customer must commit in writing to an Annual Revenue Commitment ("ARC"). The ARC is calculated by adding the Customer's anticipated annual discounted (net) private line recurring Interexchange charges multiplied by 1.25 to the Customer's anticipated CustomOne annual nondiscounted (gross) charges. The discount table in Section 4.6.12.F is used to determine the discount using Customer's ARC and the Service Commitment Period.

The discount will be applied to Customer's monthly CustomOne invoice. Customer's actual billing will be reviewed annually to determine if Customer has met or exceeded the ARC. If upon annual review the sum of Customer's actual gross CustomOne usage plus net Interexchange charges is less than the ARC, Company will add an adjustment for the difference, the Under Utilization Fee as described in Section 3.7.13.D.5, to Customer's next invoice.

Customer may increase the ARC, and must meet the new ARC by the end of the original Service Commitment Period. No decrease in the ARC will be allowed during the CustomOne Service Commitment Period.

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## SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

#### 3.7. MESSAGE TELECOMORDNICATIONS SERVICES (Cont'd)

#### 3.7.13. <u>CustomOne</u> (Cont'd)

# 3.7.13.D CustomOne Discounts (Cont'd)

- 3. Early Termination Charges
  - (a) Cancellation Without Liability A Customer may cancel a CustomOne Pricing Plan prior to its expiration without liability if the Customer subscribes to a new CustomOne Pricing Plan of equal or greater Annual Commitment and Service Commitment Period.
  - (b) Cancellation with Liability Discontinuance of all Services furnished under the Customone Pricing Plan prior to its expiration is considered a cancellation of the Pricing Plan, and the Customer will be billed and required to pay an Early Termination Fee equal to the Under Utilization Fee as described in Section 3.7.13.D.5 for the year of termination plus 35% of the Annual Commitment for each additional year of the Pricing Plan that remains unfulfilled.
- 4. Service Commitment Period and Renewal Options -A Customer committing to a Pricing Plan may choose between 1,2, or 3 years. The Service Commitment Period will commence with the earliest Start of Service Date for any Service, whether Inbound, Outbound or Travel Service and will automatically renew for an equivalent Service Commitment Period and Annual Commitment upon expiration of the Pricing Plan unless the Customer provides written notification to cancel the Pricing Plan, which must be received by Company, not less than 30 days prior to the expiration of the Service Commitment Period. A Customer may renew or extend a Pricing Plan prior to expiration of the current Pricing Plan in accordance with the provisions in Section 3.7.13.D.3.(a).
- 5. Under Utilization Pee At the end of any twelve month period of the Service Commitment Period, if a Customer has not met the Annual Commitment of the subscribed Pricing Plan the Customer must pay the difference between the Customer's actual usage and the Annual Commitment net of any Pricing Plan Discount for the Customer's subscribed Service.

# 3.7.14. <u>CustomOne Optional Features</u>

CustomOne Optional Features include WilSelect 800, Directory Assistance, Accounting Codes, Standard, Corporate Billing and Hierarchical Billing, Call Detail on Magnetic Tape or Diskette, and Telemanagement Reports as specified in Company's Tariff FCC No. 5, Section IV. These Optional Features are provided pursuant to that Tariff.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

# 3.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

#### 3.7.15. WilMAX

WilMAX Service is a telecommunications Service designed for calling from multiple Customer locations to stations throughout the state and arranged so the Customer receives a single bill for all locations. This service is only available to Customers who subscribe to Company's interstate WilMAX Service and who are authorized by the Florida Public Service Commission to provide telecommunications service in the state to the general public on a public utility basis. WilMAX is comprised of two different product offerings, WilMAX Reseller Service and WilMAX Carrier Service.

#### 3.7.15.A WilMAX Reseller Service

WilMAX Reseller Service is comprised of Switched Service, Dedicated Access Service, 800 Service, Travel Card Service, Directory Assistance Service, Enhanced 800 and Switched Data Service.

#### Sw.tched and Dedicated Access Service

Switched and Dedicated Access Service provide both Call Origination and Call Termination. Switched Service has switched access arrangements on both the originating and terminating ends; Dedicated Access Service has dedicated access arrangements on the originating end and switched access on the terminating end. The Customer may choose between either of these two Services. All Calls are billed in 6 second increments and are subject to a minimum connect time of 6 seconds. All Calls are rounded to the next highest 6 second increment, e.g. 7 seconds would be billed as 12 seconds. Intrastate WilhAX rates for these Services are not subject to any term or volume discounts. Rates for both direct dial calling and 800 Service using either of these two Services are shown in Section 4.6.13.A.

# Basic Travel Card Service

With Basic Travel Card Service, the Customer receives an Authorization Code issued by the Company. Customers may then use this Authorization Code to access the Company network to complete long distance Calls without the assistance of an operator and may charge those Calls to their Authorization Code. All Basic Travel Card Service Calls are billed at the rate set forth in Section 4.6.13.A.l for Switched Service. Basic Travel Card Service Calls are not subject to any term or volume discounts.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

# 3.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

# 3.7.15. WilMAX (Cont'd)

3.7.15.A WilMAX Reseller Service (Cont'd)

#### Enhanced Travel Card Service

Enhanced Travel Card Service offers the following standard features: Speed Dialing, # Reorigination, Conference Calling, Variable Credit Limits, Message Store and Forward and Audiotext. Customer will be billed the associated charges only for those features used, in addition to the Base Rates listed below. Each completed Call will be assessed a set-up charge.

Base Rates for the Measured Service component of Enhanced Travel Card Service Calls are billed in 6 second increments with a 1 minute billing minimum per Call.

# 1. Speed Dialing

Speed Dialing allows Customer to store frequently dialednumbers which are then retrieved by dialing only 1 digit. Customer is limited to 9 programmed numbers with a maximum of 11 digits each.

# 2. # Reorigination

# Reorigination allows Customer to dial additional numbers without ending the Enhanced Travel Card session and without reentering the authorization code. The Customer is assessed the standard set-up charge for each additional number dialed.

# 3. Conference Calling

Conference Calling allows Customer to use an operator toestablish a telephone conference. No minimum time applies per conference call and conference calls can be set up in advance or on demand. New parties may be connected by the operator after the conference call has been established, and conferences can be comprised of up to 47 parties. More parties can be included by special arrangement. Base Rates do not apply for this feature.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

# 3.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

# 3.7.15. WilMAX (Cont'd)

3.7.15.A WilMAX Reseller Service (Cont'd)

# Enhanced Travel Card Service (Cont'd)

# 4. Variable Credit Limits

Variable Credit Limits allows Customer to set pre-determined spending levels for pre-determined time limits of Customer's choice. Customer may not exceed this pre-determined spending level.

# 5. Message Store and Forward

Message Store and Forward allows Customer to prerecord messages for delivery up to 96 hours later to any telephone in the state. Messages are limited to 3 minutes in length. Company will attempt eight deliveries of the message at 15 minute intervals.

#### 6. Audiotext

Audiotext allows Customer to access pre-recorded information on a variety of subjects. Base Rates do not apply.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

- 3.7. MESSAGE TELECONGRUNICATIONS SERVICES (Cont'd)
  - 3.7.15. WilMAX (Cont'd)
    - 3.7.15.A WilMAX Reseller Service (Cont'd)

#### Enhanced Travel Card Service (Cont'd)

7. Directory Assistance

Directory Assistance provides telephone number information upon request. Each request is assessed a surcharge as shown in Section 4.6.13.A.2.(g). An additional surcharge applies if the Customer chooses optional Call Completion by the operator. Base Rates apply for the Measured Service component of the operator completed call.

Operator Service

Operator Service provides operator assistance for placing a call. Base Rates apply for the Measured Service component of the Operator Service call. Surcharges apply as shown in Section 4.6.13.A.2.(h).

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

# 3.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

# 3.7.15. WilMAX (Cont'd)

3.7.15.A WilMAX Remeller Service (Cont'd)

#### Directory Assistance Service

Directory Assistance is available to WilMAX Customers at the rates and charges set forth in Section 4.6.4 herein.

#### 3.7.15.B WilMAX Carrier Service

WilMAX Carrier Service is comprised of Switched Service, Dedicated Access Service, Extended Network Termination Service, Extended Network 800 Service, Travel Card Service, Directory Assistance Service, Enhanced 800 and Switched Data Service. WilMAX Carrier Service is only available to Carrier Customers.

#### Switched and Dedicated Access Service

Switched and Dedicated Access Service provide both Call Origination and Call Termination. Switched Service has switched access arrangements on both the originating and terminating ends; Dedicated Access Service has dedicated access arrangements on the originating end and switched access on the terminating end. The Customer may choose between these two Services. All Calls are billed in 6 second increments and are subject to a minimum connect time of 6 seconds. All Calls are rounded to the next highest 6 second increment, e.g. 7 seconds would be billed as 12 seconds. Intrastate WilMAX rates are not subject to any term or volume discounts. Rates for these service are shown in Section 4.6.13.8.

#### Extended Network Termination Service

Extended Network Termination Service is a direct dial long distance service only, utilizing dedicated access between the Customer's premise and Company facilities of at least a DS-1 level. Duration of Extended Network Termination Service Calls(usage) are expressed in 6 second increments and subject to a minimum connect time of 6 seconds. All Calls are rounded to the next highest 6 seconds. There are no discounts for intrastate Extended Network Termination Service. See Section 4.6.13.B.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

#### 3.7. MESSAGE TELECOGRAMICATIONS SERVICES (Cont'd)

- 3.7.15. <u>WilMAX</u> (Cont'd)
  - 3.7.15.B WilMAX Carrier Service (Cont'd)

#### Extended Network 800 Service

Extended Network 800 Service is a long distance Service utilizing dedicated access arrangements between the Customer's Premises and Company facilities for 800 Call origination only. Duration of Extended Network 800 Service Calls (usage) are expressed in 6 second increments and subject to a minimum connect time of 6 seconds. All calls are rounded to the next highest 6 seconds. There are no discounts for intrastate Extended Network 800 Service. See Section 4.6.13.8.

#### Basic Travel Card Service

With Basic Travel Card Service, the Customer receives an Authorization Code issued by the Company. Customers may then use this Authorization Code to access the Company network to complete long distance Calls without the assistance of an operator and may charge those Calls to their Authorization Code. All Basic Travel Card Service Calls are billed at the rate set forth in Section 4.6.13.8 for Switched Service. Basic Travel Card Service calls are not subject to any term or volume discounts.

#### Enhanced Travel Card Service

Refer to Section 3.7.15.A.7 WilMAX Reseller Service Enhanced Travel Card Service for description and rates of this service.

#### Directory Assistance Service

Directory Assistance is available to WilMAX Customers at the rates and charges set forth in Section 4.6.4 herein.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

# 3.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

# 3.7.15. WilMAX (Cont'd)

# 3.7.15.C WilMAX Switched Data Service (SDS)

WilMAX Switched Data Service is available to Customers of either WilMAX Reseller or Carrier Service.

#### 1. Switched 56/64 Kbps Service

(a) WilMAX Switched 56/64 Kbps Service is a dial-up service for transmitting data at speeds of 56 Kbps and 64 Kbps and is designed for applications that require intermittant high speed transmission or switched capability by providing end-to-end digital transmission. WilMAX Switched 56/64 Kbps Service calls can originate on dedicated or switched access facilities. The access types used with WilMAX Switched 56/64 Kbps Services include DS-1, FT-1, and Company Integrated Services Digital Network Primary Rate Interface (Company PRI), and where available Local Exchange Carrier Switched Digital Access (SDA), Local Exchange Carrier Integrated Services Digital Network Basic Rate Interface (BRI) and Local Exchange Carrier Integrated Services Digital Network Basic Rate Interface (BRI) and Local Exchange Carrier Integrated Services Digital Network Primary Rate Interface (LEC PRI).

Switched 56/64 Kbps Service calls which originate via switched access facilities must utilize SDA, BRI or LEC PRI access. Customer must order such Local Access directly from the Local Exchange Carrier. SDA, BRI and LEC PRI are subject to availability from the Local Exchange Carrier and may not be available in all locations.

SDS calls which originate via dedicated facilities must utilize DS-1, FT-1, or Company PRI access. Customer may choose to obtain Local Access directly from the Local Exchange Carrier, or Customer may designate Company to act as its agent in providing Local Access for Customer. Dedicated access to WilMAX Switched 56/64 Kbps Service is available at Company Points of Presence. Company PRI is an ancillary charge described in Section 3.3 herein.

WilMAX Switched 56/64 Kbps Service terminates to Customer Premise Equipment ("CPE"). The CPE must have the capability of dialing SDS calls, answering SDS calls, and allowing Customer to connect the applications into the SDS Service.

(b) WilMAX Switched Data Service 56/64 Kbps Rates

Usage charges will be on a per call basis with 6 second initial and 6 second additional billing periods per call.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

- 3.7. MESSAGE TELECONSTUNICATIONS SERVICES (Cont'd)
  - 3.7.15. WILMAX (Cont'd)
    - 3.7.15.C WilMAX Switched Data Service (SDS) (Cont'd)
      - 2. WilMAX Multirate ISDN Switched Data Service ("Multirate ISDN SDS")
        - (a) WilMAX Multirate ISDN SDS is a dial-up service for transmitting data at a speed of N times 64 Kbp; where N equals 1 to 24, resulting in a total bandwidth from 64 Kbps to 1.536 Mbps in 64 Kbps increments.

WilMAX Multirate ISDN SDS calls can originate only on switched access facilities. The only access type available for use with WilMAX Multirate ISDN SDS is Local Exchange Carrier Primary Rate Interface (LEC PRI). Customer must order such Local Access directly from the Local Exchange Carrier. LEC PRI is subject to availability from the Local Exchange Carrier and may not be available in all locations.

WilMAX Multirate ISDN SDS terminates to Customer Premise Equipment ("CPE"). The CPE must have the capability of interfacing with the Local Exchange Carrier PRI access line, dialing SDS calls, answering SDS calls, and allowing Customer to connect the applications into the SDS Service.

(b) WilMAX Multirate ISDN Rates

Usage charges will be on a per call basis with 6 second initial and 6 second additional billing periods per call. Call origination and termination is limited to locations with LEC PRI availability.

Rates for WilMAX Multirate ISDN SDS are calculated by multiplying the Switched Data Service 56/64 Kbps Rate in Section 4.6.13.C.1 times the number of 64 Kbps channels utilized during each call. For example a call using 384 Kbps would be priced at 6 times the 64 Kbps rate because 384 Kbps is the equivalent of 6 64 Kbps channels.

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#### **SECTION 3 - DESCRIPTION OF SERVICE** (Cont'd)

# 3.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

## 3.7.15. WilMAX (Cont'd)

#### 3.7.15.D WilMAX Enhanced 800 Service

WilMAX Enhanced 800 Service is available to Customers of either WilMAX Reseller or Carrier Service.

# 1. Route Completion

Route Completion allows an 800 dedicated access line Customer to control potential congestion of calls by sending the overflow to a pre-defined alternate routing group of dedicated access, WATS access lines, or switched access lines. All 800 numbers on a single dedicated line access must have the same alternate routing plans. Up to 5 alternate routing plans can be established.

Route Completion will route traffic from dedicated access lines to dedicated access lines or dedicated access lines to switched access lines.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

#### 3.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

#### 3.7.16. WilPlus IV

WilPlus IV consists of three different product Options, Option 1, Option 2 and Option 3. Each Option is comprised of One Plus, Outbound, Directory Assistance and Operator Service Components. Option 1, Option 2 or Option 3 of WilPlus IV Service is only available to interstate customers of that Option. A Customer who selects Option 1, Option 2 or Option 3 of WilPlus IV Service is not eligible for any other WilPlus IV Option while receiving Service under the selected Option. The applicable Base Rates for WilPlus IV, Option 1, Option 2 or Option 3 Service are distance sensitive and will be determined by Time of Day and Company Recognized Holidays. No volume or term discounts apply to any Components of WilPlus IV, Option 1, Option 2 or Option 3 Service. No Optional Features are available with WilPlus IV, Option 1, Option 2 or Option 3 Service.

#### 3.7.16.A WilPlus IV, Option 1 - Outbound Service

Call Duration for all WilPlus IV, Option 1 Calls (usage) are expressed in one minute increments, with a billing minimum or one minute per Call. The Call Duration for all WilPlus IV, Option 1 Calls is rounded to the next highest minute. For instance, a Call lasting 3 minutes and 40 seconds is billed as a 4 minute Call.

Base Rates per minute for the Outbound Service Component of WilPlus IV, Option 1 are set forth in Section 4.6.14.A.1 and correspond to the time of day/day of week.

### 3.7.16.B WilPlus IV, Option 2 - Outbound Service

Call Duration for all WilPlus IV, Option 2 Calls (usage) are expressed in 6 second increments, with a billing minimum of 6 seconds per Call. The Call Duration for all WilPlus IV, Option 2 Calls is rounded to the next highest 6 second increment.

Base Rates per 6 seconds for the Outbound Service Component of WilPlus IV, Option 2 are set forth in Section 4.6.14.A.2 and correspond to the time of day/day of week.

### 3.7.16.C WilPlus IV. Option 3 - Outbound Service

Base Rates for WilPlus IV, Option 3 Service are equal to those for WilPlus IV, Option 1 Service found in Section 4.6.14.A.1.

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#### SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

# 3.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

#### 3.7.17 LEC Billed Measured Service

LEC Billed Measured Service calling includes calls made by Customers without an established account with the Company, if distoit

- Using an accepted Company access code (e.g., 10XXX from a line not presubscribed to the Company; or
- From a line presubscribed to the Company (i.e., when the customer does not have an established account and billing relationship with WorldCom or another carrier using the WorldCom network).

LEC Billed Measured Service calls accepted by the Company will be billed at the rates found in Section 4.6.18. Volume discounts will not apply to usage billed by the LEC.

# 3.7.18. Propaid Calling Card

Prepaid Calling Card Service allows Customers who pay in advance to complete calls via a Company-provided 800 number printed on the Prepaid Calling Card. Calls to 700, 906, 950 or 800 numbers, other than the 800 number printed on the card, may not be completed with the card.

Prepaid Calling Card Service card balances will be reduced and depleted based upon customer usage. Customer will be given notice one minute before the available card balance is depleted, based on the terminating location of the call. When the available balance is depleted, the call will be terminated.

Prepaid Calling Card Service cards are non-refundable and will expire on the date specified on the card, carrier or package in which the card is included.

Three types of Prepaid Calling Cards are offered: Basic Promotional Prepaid Calling Card, Enhanced Promotional Calling Card and Standard Prepaid Calling Card.

#### 3.7.18.A Basic Promotional Prepaid Calling Card

- 1. Basic Promotional Prepaid Calling Card ("Promotional Card") Service offers direct dial Outbound Service and Directory Assistance. Promotional Card Service will be used for Customer's promotional purposes only, and the cards will be distributed through Customer's outlets and products. All advertising and promotional materials which refer to the Customer and the Company shall be jointly approved.
- 2. Promotional Cards are available in whole dollar denominations up to \$100. Calls piaced via Promotional Card Service are billed in one minute increments with a one minute minimum initial period. A standard per minute rate is charged with no time-of-day discount. No Operator Service calls may be completed with the card. See Price List for current rates.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

# 3.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

### 3.7.18. Prepaid Calling Card (Cont'd)

#### 3.7.18.A Basic Promotional Prepaid Calling Card (Cont'd)

- 3. Volume Discounts Volume discounts, as set forth below, are available to Customers whose total purchase of Promotional Cards equals or exceeds \$10,000. Promotional Card revenue does not contribute to and is not eligible for any other discounts for Service provided by the Company. See Price List for Current Discounts.
- 4. No credit allowances apply to calls which are interrupted due to poor transmission, one-way transmission, or involuntary disconnections caused by Defects in Service. No credit allowance will be given to a user reaching a wrong number.
- 5. When purchasing Promotional Card Service, Customer may specify Single Number Termination. This feature limits termination of calls placed by holder of the card to a telephone number designated by the Customer. No charge applies for this feature.
- Directory Assistance is available to holders of the Promotional Card at the rates and charges set forth in Section 4.6.4. herein.
- Customer may elect the Customized Greeting feature which callers will hear upon dialing the 800 access number. The maximum length of a Customized Greeting is 2 minutes. See Price List for current charge.

# 3.7.18.B Enhanced Promotional Prepaid Calling Card

- 1. Enhanced Promotional Prepaid Calling Card ("Enhanced Promotional Card") Service offers direct dial Outbound Service, Directory Assistance and iimited Operator Service. Enhanced Promotional Card Service will be used for Customer's promotional purposes only, and the cards will be distributed through Customer's outlets and products. All advertising and promotional materials which refer to the Customer and the Company shall be jointly approved.
- 2. Enhanced Promotional Cards are available in whole dollar denominations up to \$100. Calls placed via Enhanced Promotional Card Service are billed in one minute increments with a one minute minimum initial period. A standard per minute rate is charged with no time-of-day discount. See Price List for current rates.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

#### 3.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

#### 3.7.18. Prepaid Calling Card (Cont'd)

#### 3.7.18.B Enhanced Promotional Prepaid Calling Card (Cont'd)

- 3. Limited Operator Service is available with Enhanced Promotional Card Service. Operator Service may be used to complete a call placed via rotary telephone or for informational assistance in completing a call. No third party billed or collect calls may be completed by Operator Service. In addition to applicable per minute charges described in Section 3.7.18.8.2 above, a surcharge will be applied for each instance of use. See Price List for current rates.
- 4. Volume Discounts Volume discounts, as set forth below, are available to Customers whose total purchase of Enhanced Promotional Cards equals or exceeds \$10,000. Enhanced Promotional Card revenue does not contribute to and is not eligible for any other discounts for Service provided by the Company. See Price List for current discounts.
- 5. No credit allowances apply to calls which are interrupted due to poor transmission, one-way transmission, or involuntary disconnections caused by Defects in Service. No credit allowance will be given to a user reaching a wrong number.
- 6. When purchasing Enhanced Promotional Card Service, Customer may specify Single Number Termination. This feature limits termination of calls placed by holder of the card to a telephone number designated by the Customer. No charge applies for this feature.
- Directory Assistance is available to holders of the Enhanced Promotional Card at the rates and charges set forth in Section 4.6.4. herein.
- 8. Customer may elect the Customized Greeting feature which callers will hear upon dialing the 800 access number. The maximum length of a Customized Greeting is 2 minutes. See Price List for current charge.

# 3.7.18.C Standard Prepaid Calling Card

 Standard Prepaid Calling Card ("Standard Card") Service includes direct dial Outbound Service, Directory Assistance and limited Operator Service.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

### 3.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

#### 3.7.18. Prepaid Calling Card (Cont'd)

#### 3.7.18.C Standard Prepaid Calling Card (Cont'd)

- Standard Cards are available in whole dollar denominations up to \$100. Calls placed via Standard Card Service are billed in one minute increments with a one minute minimum initial period.
   A standard per minute rate is charged with no time-of-day discount. See Price List for current rates.
- 3. Limited Operator Service is available with the Standard Card. Operator Service may be used to complete a call placed via rotary telephone or for informational assistance in completing a call. No third party billed or collect calls may be completed by Operator Service. In addition to applicable per minute charges described in Section 3.7.18.C.2 above, a surcharge will be applied for each instance of use. See Price List for current rates.
- 4. Volume Discounts Volume discounts, as set forth below, are available to Customers whose total purchase of Standard Cards equals or exceeds \$10,000. Standard Card revenue does not contribute to and is not eligible for any other discounts for Service provided by the Company. See Price List for current discounts.
- 5. A credit allowance not to exceed one minute wili be given to calls which are interrupted due to poor transmission, one-way transmission, or involuntary disconnections caused by Defects in Service. To receive credit, Customer must notify a Company Customer Service Representative of defective Service. No credit allowance will be given to a user reaching a wrong number.
- 6. When purchasing Standard Card Service, Customer may specify Single Number Termination. This feature limits termination of calls placed by holder of the card to a telephone number designated by the Customer. No charge applies for this feature.
- Directory Assistance is available to Customers of the Standard Card at the rates and charges set forth in Section 4.6.4. herein.
- 8. Customer may elect the Customized Greeting feature which callers will hear upon dialing the 800 access number. The maximum length of a Customized Greeting is 2 minutes. See Price List for current charge.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

### 3.7. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

# 3.7.19. WilMax Universal Service

WilMAX Universal Service is a telecommunications Service designed for calling from multiple Customer locations to stations throughout the state and arranged so the Customer receives a single bill for all locations. This service is only available to Customers who subscribe to Company's interstate WilMAX Universal Service and who are authorized by the Florida Public Service Commission to provide telecommunication Service in the state to the general public on a public utility basis. WilMAX Universal Service is comprised of two different product offerings, WilMAX Universal Reseller Service and WilMAX Universal Carrier Service.

# 3.7.19.A WilMAX Universal Carrier Service

WilMAX Universal Service is comprised of 1+ and Inbound Toll Free Service, Termination Service, Origination Service, Switched Service, Dedicated Access Service, Travel Card Service, and Directory Assistance Service. All services are available to Carrier Customers. Termination Service and Origination Service are not available to Reseller Customers.

# Switched and Dedicated Access Service

Switched and Dedicated Access Service provide both Call Origination and Call Termination. Switched Service has switched access arrangements on both the originating and terminating ends; Dedicated Access Service has dedicated access arrangements on the originating end and switched access on the terminating end. The Customer may choose between these two Services. All Calls are billed in 6 second increments and are subject to a minimum connect time of 6 seconds. All Calls are rounded to the next highest 6 second increment, e.g. 7 seconds would be billed as 12 seconds. Intrastate WilMAX Universal rates are subject to term or volume discounts. Rates for switched and dedicated service are shown in Section 4.6.16 of this tariff.

#### Basic Travel Card Service

With Basic Travel Card Service, the Customer receives an Authorization Code issued by the Company. Customers may then use this Authorization Code to access the Company network to complete long distance Calls without the assistance of an operator and may charge those Calls to their Authorization Code. All Basic Travel Card Service Calls are billed at the rate set forth in Section 4.6.13.A.1 for Switched Service. Basic Travel Card Service calls are not subject to any term or volume discounts.

#### Enhanced Travel Card Service

Refer to Section 3.7.15.A (WilMAX Reseller Service Enhanced Travel Card Service) for description and rates of this service.

#### Directory Assistance Service

Directory Assistance is available to WilMAX Universal Customers at the rates and charges set forth in Section 4.6.4 herein.

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# SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

#### 3.7. MESSAGE TELECOMOUNICATIONS SERVICES (Cont'd)

#### 3.7.20. CNC Service

CNC Service offers 1+ Outbound, Inbound "800" and Travel Card Service to its Customers. Intrastate service is offered in conjunction with the Company's interstate service.

# 3.7.20.A CNC Outbound Service - Connect Florida Plan

Connect Florida Plan allows Customers to place direct dialed calls to terminating locations. Customers are presubscribed to the Company's network. Calls are placed by dialing "1+" and the destination telephone number, including the area code if applicable. Customers may access Dial "1" Service through switched or dedicated access facilities. Customers subscribing to Connect Florida Plan pay a monthly fee in exchange for a lower per minute cost. Calls are billed in one (1) minute increments with an initial period of one (1) minute.

#### 3.7.20.B CNC 800 Service

CNC 800 Service is an inward WATS service. It permits termination of intrastate calls from diverse geographic locations to Customer local exchange lines or to dedicated access facilities. With CNC 800 Service, the Customer is billed for the call rather than the call originator. Calls are billed in one (1) minute increments with an initial period of one (1) minute.

#### 3.7.20.C CNC Travel Card Service

Travel Card Service offers CNC Customers the ability to place calls while away from the home or office using a special access code and personal identification number. Usage charges, as defined in Section 3.7.20.A, and a per call charge applies.

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# SECTION 4 - RATES

#### 4.1. Private Line Offerings

Rates set forth below are monthly recurring charges and apply to Interexchange Service only. Other charges which may be applicable are Ancillary Charges (Section 4.3 herein) and Nonrecurring Charges (Section 4.4 herein).

#### 4.1.1. DS-0 Service

<u> Hileage</u>	Honthly Rate Fixed	Monthly Rate Per Hile or <u>Fraction Thereof</u>
0 - 50	\$ 93.00	\$ 1.40
51 - 100	\$ 93.00	\$ 1.40
101 - +	\$ 205.00	\$ 0.28

#### 4.1.2. 56 Kbps DDS Service

Mileage	Monthly Rate Fixed	Per Mile or Praction Thereof
0 - 50	\$ 287.00	\$ 0.39
51 - 100	\$ 287.00	\$ 0.39
101 - +	\$ 287.00	\$ 0.39

### 4.1.3. DS-1 Service

Mileage	Nonthly Rate Fixed	Monthly Rate Per Mile or <u>Fraction Thereof</u>
0 - 50	\$ 750.00	\$10.50
51 - 100	\$ 900.00	\$ 7.90
101 - 200	\$1,000.00	\$ 6.90
201 - 300	\$1,200.00	\$ 6.00
301 - +	\$2,005.00	\$ 3.35

# 4.1.4. Fractional T-1 Services

Mileage	Monthly Rate	Monthly Rate Per Mile or Fraction Thereof
1 +	\$ 205.00	\$ 0.28

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# SECTION 4 - RATES (Cont'd)

#### 4.2. Discounts

The discount structures listed below are based solely on the Service Commitment Period selected by the Customer and stated in the Service order.

# 4.2.1. DS-0 Discount

The discount structure for DS-0 Service is as follows:

Min\$ Monthly	Year	2 Years	3 Years	4 Years	5 Years
0	51	68	78	₿%	91
2,500	7%	8%	91	10%	11%
5,000	8%	9%	10%	11%	12%
7.500	9%	10%	114	12%	13%
10,000	10%	113	12%	13%	14%
15,000	11%	12%	13%	14%	15%
20,000	12%	13%	14%	15%	16%
25,000	13%	14%	15%	16%	17%
35,000	14%	15%	16%	17%	18%
45,000	15%	16%	17%	18%	19%

#### 4.2.2. DDS Discount

The discount structure for DDS Service is as follows:

Min\$	1	2	3	4	5
Monthly	Year	Years	Years	Yeare	X & & L P
0	5%	6%	7%	81	9 1
2,500	78	8%	91	10%	11%
5,000	8	9 \$	10%	11%	124
7,500	91	10%	11%	124	13%
10,000	10%	11%	12%	13%	14%
15,000	11%	12%	13%	14%	15%
20,000	12%	13%	14%	15%	16%
25,000	13%	14%	15%	16%	17%
35,000	14%	15%	16%	178	18%
45,000	15%	16%	17%	18%	19%

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#### SECTION 4 - RATES (Cont'd)

#### 4.2. Discounts (Cont'd)

4.2.3 The discount structure for DS-1 service is as follows:

Min\$	1	2	3	4	5
<b>Monthly</b>	Year	Years	Years	Years	<u>Years</u>
0	17%	19%	22%	26%	31%
5,000	23%	28%	32	33%	35%
10,000	34%	35%	36%	37%	38%
20,000	36%	37%	381	39%	40%
30,000	37%	38%	39%	40%	41%
40,000	38	39%	40%	41%	421
50,000	39	40%	41%	421	45%

The discount structure for Fractional T-1 Service is as follows: 4.2.4

Min\$ Monthly	1 Year	2 Years	3 Years	4 Years	r, Years
0	5.	61	71	89	91
2,500	7%	8	98	10%	118
5,000	84	16%	178	19%	20%
7,500	13%	18%	19%	20%	21%
10,000	19%	20%	215	22%	23%
20,000	20%	215	221	23%	241
30,000	214	221	23%	24%	25%
40,000	22%	23%	248	25%	26%
50,000	234	24%	25%	26%	27%

4.2.5 Fractional T-1 Base Rate/Multi-Channel Discount

Number of	
Channels	Discount
2-3	7.5%
4-7	15%
8-11	20%
12 or more	35%

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# SECTION 4 - RATES (Cont'd)

# 4.3. Schedule of Ancillary Charges

4.3.1. Cross-Connect Charges (Per Cross-Connect):	Non- Recurring Charges	Monthly Recurring Charges
· · · · · · · · · · · · · · · · · · ·		
A. Company DS-1 Interexchange Service to DS-1 Local or Alternate Access:	N/C	N/C
B. Local Access or Alternate Access Facility or Other Non-Company DS-1 Facilities: C. Non-Company DS-3 Interexchange Service to	\$250.00	\$ 50.00
DS-3 Local Access or Alternate Access or Other Non-Company DS-3 Facilities:	\$250.00	\$500.00
4.3.2. Cross-connect Re-arrangement Charges		
A. Per DS1 Cross Connect Not Associated with DCS or M13	\$ 50.00	N/C
4.3.3. M13 Re-arrangement Charges:		
A. Per DS-1 Connection B. Maximum per M13 per Order	\$ 50.00 \$500.00	N/C N/C
4.3.4. DCS Re-arrangement Charge:		
A. Per DS-0 Connection B. Maximum per DCS per Order	\$ 25.00 \$250.00	N/C N/C
4.3.5. Local Access Provider D4 Channel Bank		
A. Per Special Access ASR#	\$100.00	N/C
4.3.6. M13 Multiplexing Charges:		
A. Per M13 B. DS-3 Sub-Rate Maintenance 1. DS-1 Local Access channel or	\$250.00	\$600.00
Channel end 2. Maximum per M13	N/C N/C	\$50.00 \$1000.00
4.3.7. DCS Service		
A. Per DS-1 Connection	N/C	\$75.00
B. DS-1 Sub-Rate Maintenance per DS0 Local Access Channel or IXC C. Maximum per DCS	N/C N/C	\$25.00 \$250.00

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SECTION 4 - RATES (Cont'd)

#### SECTION 4 - WATER (COULT !

Schedule of Ancillary Charges (Cont'd)

	Non- Recurring Charges	Monthly Recurring Charges
4.3.8. Echo cancellation Service (Per Canceler):		
A. DS-0 Service with VF Access: 1. Circuits equal to or less than 1,200 Route Miles 2. Circuits greater than 1,200 Route Miles	\$ 50.00 N/C	\$ 30.00 N/C
B. DS-1 Service: 1. Circuits equal to or less than 1,200 Route Miles 2. Circuits greater than 1,200 Route Miles	\$500.00 N/C	\$250.00 N/C
4.3.9. Collocation Charges	ICB	ICB
4.3.10. Roll-up Charges (Re-engineering and Change of Cross-connects)		
Roll-up DS-0 to DS-1 Interexchange Service Roll-up DS-0 to DS-1 ASR's Roll-up DS-1 to DS-3 Interexchange Service Roll-up DS-1 to DS-3 ASR's	\$ 500.00 \$ 250.00 \$2500.00 \$1000.00	N/C N/C N/C N/C
4.3.11. Bridging Charges		
A. Analog Bridges, Per Bridge B. Digital Bridges, per Bridge	N/C N/C	\$ 15.00 \$ 20.00

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\$ 0.00 \$ 200.00 \$100.00

\$ 0.00

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4.3.12. ISDN Service PRI Charges

A. Primary Rate Interface, per DS-1 B. Backup D Channel C. Channel Reconfiguration

(B and/or D Channels)

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#### SECTION 4 - RATES (Cont'd)

# 4.4. Nonrecurring Charges

· ·	SERVICE TYPE		
	DS-1	DDS	DS-0
4.4.1. Installation Charges:			
Per Interexchange Service:	\$400.00 \$ 50.00	\$150.00 \$ 25.00	\$ 150.00 \$ 25.00
Per Local Access ASR: *#	\$ 50.00	\$ 25.00	\$ 25.00
.2. Order Expedite Charges:	****		
Per Interexchange Service: Per Cross Connect:	\$100.00 \$ 75.00	\$ 50.00 N/C	\$ 50.00 N/C
Per Local Access ASR:	\$ 25.00	\$ 25.00	\$ 25.00
.3. Change of Requested Service Date First Change and at Least 10 Days prior to Original Requested Service Per Interexchange Service or			
Cross Connect:	N/C	N/C	N/C
Per Local Access ASR:#	\$ 50.00	\$ 25.00	\$ 25.00
Subsequent changes or within 10 days			
of original Requested Service Date: Per Interexchange Service:	\$200.00	\$150.00	s 150.00
Per Cross Connect:	\$125.00	N/A	N/A
Per Local Access ASR:	\$ 50.00	\$ 25.00	\$ 25.00
4.4. Change of Order Charges:			
Administrative Changes:			
Per Local Access ASR: Per IXC or Cross Connect:	\$ 50.00 N/C	\$ 25.00 N/C	\$ 25.00 N/C
Pre-Engineering:	N/C	N/C	11/6
Per Interexchange Service:	\$200.00	\$ 50.00	\$ 50.00
Per Cross Connect:	\$125.00	N/A	N/A
Per Local Access ASR:   Post Engineering:	\$ 50.00	\$ 25.00	\$ 25.00
Per Interexchange Service:	\$400.00	\$150.00	\$ 150.00
Per Cross Connect:	\$250.00	N/A	N/A
Per Local Access ASR:	\$ 50.00	\$ 25.00	\$ 25.00
.4.5. Order Cancellation Charges:			
Pre-Engineering:		4 50 00	
Per Interexchange Service: Per Cross Connect:	\$200.00 \$125.00	\$ 50.00 N/A	\$ 50.00 N/A
Per Local Access ASR:	\$ 50.00	s 25.00	s 25.00
Post-Engineering:	•	•	•
Per Interexchange Service:	\$400.00	\$150.00	\$ 150.00
Per Cross Connect: Per Local Access ASR:	\$250.00 \$ 50.00	N/A S 25.00	N/A S 25.00
FOI LOCAL ACCUSE ASKIP	\$ 50.00	\$ 25.00	25.00

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#### SECTION 4 - RATES (Cont'd)

# 4.4. Nonrecurring Charges (Cont'd)

	DS-1	SERVICE TYP	DS-0
4.4.6. Change of Service/Re-Engineer	ing Charges		
Per Local Access ASR:# Per Interexchange Service: Per Local Access ASR:#	\$100.00 \$400.00 \$ 50.00	\$ 25.00 \$150.00 \$ 25.00	\$ 25.00 \$ 150.00 \$ 25.00

Additional Installation/Maintenance/Engineering: During Normal Hours: \$100.00/Hour Per Person After Normal Hours: \$125.00/Hour Per Person

#### NOTES:

₱ Applicable LEC charges will be billed directly to Customer.

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#### SECTION 4 - RATES (Cont'd)

# 4.5. Operator Services (Cont.)

#### 4.b.1 Per Minute Charges

The per minute charges billed to the Customer vary depending upon the time of day, distance, and duration of the Call.

#### 4.5.1.A InterLATA/Intrastate Per Minute Rates

DAYTIME RATES			
Upper Mile Limit	First Minute	Additional Minutes	
10 22 55 124 292 430 624	\$0.2000 \$0.2200 \$0.2500 \$0.2700 \$0.2800 \$0.2800 \$0.2800	\$0.2000 \$0.2200 \$0.2500 \$0.2700 \$0.2800 \$0.2800 \$0.2800	
	EVENING RATES		
Upper Mile Limit 10 22 55 124 292 430 624	\$0.1500 \$0.1500 \$0.1700 \$0.1900 \$0.1900 \$0.1900 \$0.2000 \$0.2100	Additional Minutes \$0.1500 \$0.1700 \$0.1900 \$0.1900 \$0.1900 \$0.2000 \$0.2100	
	NIGHT/WEEKEND RATES		
Upper Mile 10 22 55 124 292 430 624	First Minute \$0.1200 \$0.1300 \$0.1400 \$0.1500 \$0.1600 \$0.1600 \$0.1600	Additional Minutes \$0.1200 \$0.1300 \$0.1400 \$0.1500 \$0.1600 \$0.1600 \$0.1600	

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SECTION 4 - RATES (Cont.)

#### 4.5. Operator Services (Cont.)

### 4.5.1. Per Minute Charges (Cont.)

### 4.5.1.B IntraLATA/Intrastate Per Minute Rates

DAYTIME RATES		
Upper Mile Limit	Pirst Minute	Additional Minutes
22	\$0.1800 \$0.2000	\$0.1800 \$0.2000
55 124	\$0.2300 \$0.2500	\$0.2300
292	\$0.2600	\$0.2500 \$0.2600
430 624	\$0.2600	\$0.2600 \$0.2600

	EVENING RATES	
Upper Mile Limit	First Minute SO.1300	Additional Minutes
22	\$0.1500	\$0.1500
55	\$0.1700	\$0.1700
124 292	\$0.1700 \$0.1800	\$0.1700 \$0.1800
430	\$0.1800	\$0.1800
624	\$0.1800	\$0.1800

NIGHT/WEEKEND RATES			
Upper Mile Limit	First Minute	Additional Minutes	
10	\$0.1100	\$0.1100	
22	\$0.1200	\$0.1200	
55	\$0.1300	\$0.1300	
124	\$0.1400	\$0.1400	
292	\$0.1400	\$0.1400	
430	\$0.1400	\$0.1400	
624	\$0.1400	\$0.1400	

4.5.2. Operator Handling fee
In addition to per minute charges, Calls are subject to an Operator
Handling Fee. This charge will be included with usage charges on a
Customer's monthly invoice as set forth below:

	InterLATA	IntraLATA
LEC Calling Card	\$1.00	\$1.00
Bong Credit Card	\$1.00	\$1.00
Station-to-Station	\$1.75	\$1.00
Prison Collect w/Controls	\$1.75	\$1.00
Third Party Billed	\$1.75	\$1.00
Person-to-Person Calls	\$3.25	\$2.50
Operator Dialed O-Surcharge	\$1.15	\$0.75

This surcharge applies in addition to all other operator handling fees.

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# SECTION 4 - RATES (Cont'd)

#### 4.6. Message Telecommunications Services

#### WilPlus I 4.6.1.

4.6.1.A. Minimum Monthly Usage Charge

All Customers of WilPlus I are subject to a minimum monthly usage charge of \$8.00 per account. If the total monthly billing for all WilPlus I Services contained in this Tariff and subscribed to by the Customer is less than \$8.00, the Customer is billed \$8.00. If the total monthly billing for WilPlus I is more than \$8.00, the actual usage is billed.

4.6.1.B. Option I - Basic Long Distance

Per Minute Usage Charges:

Daytime Rates

Upper Mile Limit	First Minute	Additional Minutes
0 - 10	\$0.1862	\$0.0882
11 - 22	\$0.2597	\$0.1568
23 - 55	\$0.2597	\$0.2156
56 - 124	\$0.2597	\$0.2197
125 - 292	\$0.2597	\$0.2276
293 - 430	\$0.2622	\$0.2309
431 - 624	\$0.2646	\$0.2391

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# SECTION 4 - RATES (Cont'd)

# 4.6. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

4.6.1. WilPlus I (Cont'd)

4.6.1.B. Option I - Basic Long Distance (Cont'd)

Per Minute Usage Charges: (Cont'd)

#### Evening Rates

Upper Mile	Pirst Minute	Additional Minutes
0 - 10	\$0.1411	\$0.0668
11 - 22	\$0.1968	\$0.1188
23 - 55	\$0.1968	\$0.1634
56 - 124	\$0.1968	\$0.1665
125 - 292	\$0.1968	\$0.1725
293 - 430	\$0.2045	\$0.1749
431 - 624	\$0.2005	\$0.1812

# Night/Weekend Rates

Upper Hile Limit	First Minute	Additional Minutes
0 - 10	\$0.0941	\$0.0446
11 - 22	\$0.1337	\$0.0792
23 - 55	\$0.1436	\$0.1139
56 - 124	\$0.1485	\$0.1188
125 - 292	<b>\$0.151</b> 0	\$0.1238
293 - 430	\$0.1525	\$0.1238
431 - 624	\$0.1559	\$0.1287

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SECTION 4 - RATES (Cont'd)

# 4.6. MESSAGE TELECONOMUNICATIONS SERVICES (Cont'd)

#### 4.6.1. WilPlus I (Cont'd)

#### 4.6.1.C. Volume Discounts:

Volume discounts apply to those WilPlus I Customers whose total monthly billing for WilPlus I exceeds \$99.99. Directory Assistance, Operator Services, and Voice Card Calls are not subject to the discounts set forth below.

	Discount	
Total Monthly Minimums	Day	Evening/Night/Weekend
\$ 0.00 - \$ 99.99	0%	0%
\$100.00 - \$199.99	2%	0%
\$200.00 - +	5%	0%

#### Example:

If a Customer's total monthly bill is \$150.00 for daytime calls, the Customer will receive a 2% discount on \$150.00. The discount is 2% of \$150.00 or \$3.00.

#### 4.6.1.D 800 Service Option

#### Rate Per Minute

Day \$.24 Non-day<sup>10</sup> \$.24

Monthly Charge per 800 number:

\$1.00

Non-Day is the same as Evening and Night/Weekend.

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# SECTION 4 - RATES (Cont'd)

# 4.6. Message Telecommunications Services (Cont'd)

4.6.1. WilPlus I (Cont'd)

4.6.1.E Voice Card Service

All calls are subject to a surcharge of \$.60 per Call in addition to the per minute usage charges below.

Day \$0.23 Evening \$0.18 Night\Weekend \$0.16

4.6.2. Vysta - One Plus"

4.6.2.A Usage Charges:

# Rate Per 6 Seconds or Praction Thereof

Day	\$0.02043
Evening	\$0.01530
Night/Weekend	\$0.01530

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# SECTION 4 - RATES (Cont'd)

#### 4.6. Message Telecommunications Services (Cont'd)

#### 4.6.3. Vysta Direct12

4.6.3.A. Usage Rates

#### Rate Per 6 Seconds or Fraction Thereof

SO.01197 Day Evening \$0.01008 \$0.00819 Night/Weekend

#### 4.6.3.B. Other Charges:

Port Charge \$5.00 per port
Order Change \$70.00
This charge applies to activating, deactivating, or moving
Voice Cards, DAL's, Channel banks, or T-1's.
Monthly Recurring Charge Per Account: \$100.00
Set-Up Charge:
Voice Cards (Charge: Voice Cards (Channel Bank): 5.00 per Card Cancellation Charge: \$250.00

Applies only if canceled within 36 months of Start of Service Date.

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# SECTION 4 - RATES (Cont'd)

#### 4.6. Message Telecommunications Services (Cont'd)

#### 4.6.4. Directory Assistance

A Charge of \$.66 will be applied to each Call to Directory Assistance information whether or not the requested telephone number can be supplied.

#### 4.6.5. 800 Directory Listing

800 Directory Listing is available to the Customers of Vysta 800 and Vysta 800 Direct at the following rates.

Initial Install or Change \$20.00 Per Listing Per Month \$15.00

Customers of CustomOne will not incur an Initial Install or Change Charge, but will incur a monthly Listing Charge of \$15.00 per month.

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### SECTION 4 - RATES (Cont'd)

# 4.6. Message Telecommunications Services (Cont'd)

# 4.6.6. Vysta 80013

#### Rate Per 6 Seconds or Fraction Thereof

\$0.02243 \$0.01850 Day Evening \$0.01850 Night/Weekend

#### 4.6.6.A. Monthly Location Fee:

There is a \$50.00 location fee per month for each Vysta 800 billing location established by the Customer. This fee applies in addition to all other rates and charges specified herein and is not subject to any Discounts.

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#### SECTION 4 - RATES (Cont'd)

#### 4.6. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

# 4.6.7. Vysta 800 Direct14

#### Rate per 6 Seconds or Fraction Thereof

Day \$0.01373 Evening \$0.01200 Night/Weekend \$0.01200

### 4.6.7.A. Monthly Location Fee:

There is a \$20.00 location fee per month for each Vysta 800 Direct billing location established by the Customer. This fee applies in addition to all other rates and charges specified herein and is not subject to any Discounts.

# 4.6.7.B. Other Charges:

Account Set-Up Pee: \$75.00

Port Charge: \$5.00

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SECTION 4 - RATES (Cont'd)

#### 4.6. MESSAGE TELECONGRUNICATIONS SERVICES (Cont'd)

4.6.8.A. Legendis

Minimum Monthly Revenue Requirement: \$150.00 per account

#### 4.6.8.B Usage Charges:

1. Switched Access Rates:

Rate Per 6 seconds or fraction thereof

Day: \$0.0185 Non-day16: \$0.0162

Dedicated Access Rates:

#### Rate Per 6 seconds or fraction thereof

Day: \$0.0124 Non-day: \$0.0099

#### (a) T-1 Installation Charge: \$400.00 per T-1

This charge applies in addition to all local exchange company charges and other Company charges set forth in Section IV.

#### 4.6.8.C. Discounts

Volume Discounts as set forth below are available to those customers whose total monthly combined domestic and international usage including Travel Card equals or exceeds \$ 5,000.00 per account per month. Discounts are not applicable to Directory Assistance, Operator Services, local loop charges, installation charges, account set-up fees, ancillary charges, or any Company charges associated with the installation and maintenance of dedicated access. See Section IV for Company charges associated with dedicated access.

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#### SECTION 4 - RATES (Cont'd)

### 4.6. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

#### 4.6.8. Legend (Cont'd)

4.6.8.C. Discounts (Cont'd)

Monthly Aggregate Volume	Month To Month	1 Year Discount	2 Year Discount	3 Year Discount
\$0.00 - \$ 4,999.99	0%	0%	.0%	0%
\$ 5,000.00 - \$19,999.99	5%	7%	10%	15%
\$20,000.00 - \$34,999.99	7%	10%	13%	17%
\$35,000.00 - \$49,999.99	10%	13%	17%	20%
\$50,000.00 - \$74,999.99	14%	17%	20%	23%
\$75,000.00 - \$99,999.99	17%	20%	23%	26%
\$100,000+	20%	23%	26%	30%

# 4.6.8.D. Travel Card Service:

Allows Legend customers to use an authorization code to access the Company network to complete long distance calls without the assistance of an operator and to charge those calls to their authorization code issued by the Company to the Customer. All domestic calls are billed in 6 second increments and subject to an 1 minute minimum per call. All calls are subject to \$0.60 surcharge per call.

Rate Per 6 seconds or fraction thereof Day: \$0.0230 Non-day: \$0.0180

# 4.6.8.E. Operator Services:

Operator Services are available to Legend customers at the rates and charges set forth in the Company's Tariff F.C.C. No. 5, Section V.9.

#### 4.6.8.F. <u>Directory Assistance:</u>

Directory Assistance is available to Legend customers at the rates and charges set forth in the Company's Tariff F.C.C. No. 5, Section V.4.

4.6.8.G. 800 Dialed Number Identification Service (DNIS) is available only in conjunction with Legend inbound (800) service.

Installation Charge per location: \$500.00 per trunk group

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#### SECTION 4 - RATES (Cont'd)

# 4.6. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

# 4.6.8 Legend (Cont'd)

# 4.6.8.H. <u>Early Termination Penalty</u>

Customers selecting a Service Term Commitment of one, two or three years who terminate Legend Service prior to the expiration of the commitment period will also pay an early termination charge equal to the difference between the amount of realized discounts under the Legend Service Discount Schedule and the following described adjusted discount. The adjusted discount is based upon the months of actual Service divided by twelve (12). If the product of the division is greater than 0 but less than 1, the Month to Month discounts would apply as the adjusted discount. If the product of the division is greater than 1 but less than 2, the One year discounts would apply as the adjusted discount. If the product of the division is greater than 2 but less than 3, the Two Year discounts would apply as the adjusted discount.

#### 4.6.9 Network Service

#### 4.6.9.A

# Rate Per 6 Seconds

Option 1

.0150

Option 1

.0102

4.6.9.B Minimum Term: O Years

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#### SECTION 4 - RATES (Cont'd)

# 4.6. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

#### 4.6.10 WilPlus II'7

4.6.10.A Minimum Monthly Usage Charge:

All customers of WilPlus II are subject to a minimum monthly usage charge of \$250 per account. If the actual monthly billing for all services contained in this tariff and subscribed to by the WilPlus II Customer is less than \$250.00, the Customer is billed \$250.00. If the actual total monthly billing for WilPlus II is more than \$250.00, the actual usage is billed.

# 4.6.10.B Usage Charges:

Switched Access Rates:

#### Rate Per 6 Seconds or Fraction Thereof

Day: \$0.0185 Non-day<sup>18</sup>: \$0.0148

2. Dedicated Access Rates:

# Rate Per 6 Seconds or Fraction Thereof

Day: \$0.0119 Non-day: \$0.0095

#### 4.6.10.C Travel Card Service

Surcharge per Call: \$0.60

#### Rate Per 6 Seconds or Fraction Thereof

Day \$0.0185 Non-day \$0.0148

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# SECTION 4 - RATES (Cont'd)

#### 4.6. MESSAGE TELECOMOUNICATIONS SERVICES (Cont'd)

#### WilPlus II' (Cont'd) 4.6.10

#### 4.6.10.D Volume Discounts

Volume Discounts as set forth below are available to those customers whose total monthly domestic usage including Travel Card equals or exceeds \$ 250.00 per account per month. Discounts are not applicable to Directory Assistance, Operator Services, local loop charges, installation charges, account set-up fees, ancillary charges, or any Company charges associated with the installation and maintenance of dedicated access. See Section 4 for Company charges associated with dedicated access. charges associated with dedicated access.

Monthly Aggregate Volume	Month To Month	l Year Discount	2 Year Discount	3 Year Discount
\$ 250.00 - \$ 499.99	0%	31	5%	7%
\$ 500.00 - \$ 999.99	3%	5%	7%	10%
\$1,000.00 - \$1,999.99	51	71	10%	12%
\$2,000.00 +	7%	10%	12%	15%

#### Example:

If a Customer's total monthly bill is \$1,500.00 and the Customer has subscribed to month to month service, then the Customer will receive a 5t discount. The discount would be 5t of \$1,500.00 or \$75.00.

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#### SECTION 4 - RATES (Cont'd)

### 4.6. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

#### 4.6.11 WilPlus III<sup>20</sup>

# 4.6.11.A Minimum Monthly Usage Charge:

All customers of WilPlus III are subject to a minimum monthly usage charge of \$2,000.00 per account. If the actual monthly billing for all services contained in this tariff and subscribed to by the WilPlus III Customer is less than \$2,000.00, the Customer is billed \$2,000.00. If the actual total monthly billing for WilPlus III is more than \$2,000.00, the actual usage is billed.

### 4.6.11.B Usage Charges:

#### Switched Access Rates:

Rate Per 6 Seconds or Fraction Thereof

Day: \$0.0185 Non-day<sup>21</sup>: \$0.0148

# Dedicated Access Rates:

### Rate Per 6 Seconds or Fraction Thereof

Day: \$0.0119 Non-day: \$0.0095

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# SECTION 4 - RATES (Cont'd)

### 4.6. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

### 4.6.11 WilPlus III2 (Cont'd)

#### 4.6.11.C Volume Discounts

Volume Discounts as set forth below are available to those customers whose total monthly domestic usage including Travel Card equals or exceeds \$ 2,000.00 per account per month. Discounts are not applicable to Directory Assistance, Operator Services, local loop charges, installation charges, account set-up fees, ancillary charges, or any Company charges associated with the installation and maintenance of dedicated access. See Section 4 for Company charges associated with dedicated access.

Month Monthly Aggregate Volume To 1 Year 2 Year 3 Year Discount Month Discount Discount \$2,000.00 - \$4,999.99 0% 78 81 10% \$5,000.00 - \$9,999.99 5% 10% 12% 14% 12% 15% 81 18% \$10,000.00 - \$24,999.99 \$25,000.00 - \$49,999.99 10% 16% 18% 21% 18% 20% 25% \$50,000.00 - \$99,999.99 14% 30% \$100,000 + 19% 22% 25%

Example: If a Customer's total monthly bill is \$6,500.00 and the Customer has subscribed to month to month service, then the Customer will receive a 5% discount. The discount would be 5% of \$6,500.00 or \$325.00.

#### 4.6.11.D Travel Card Service

- 1. Surcharge per Call: \$0.60
- Rate Per 6 Seconds or Fraction Thereof

Day: \$0.0185 Non-day: \$0.0148

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#### SECTION 4 - RATES (Cont'd)

### 4.6. MESSAGE TELECOMOUNICATIONS SERVICES (Cont'd)

#### 4.6.12 CustomOne

# 4.6.12.A CustomOne Outbound Service

1. Base Rates for intrastate CustomOne Outhound Service:

#### Rate Per 6 Seconds or Fraction Thereof

Intercity Mileage Band	Sw:	itched	Ded:	icated
	Day	Non-Day	Day	Non-Day
0-100 100+	\$0.0178 .0192	\$0.0142 .0154	\$0.0122 .0122	\$0.0098 .0098

# 4.6.12.B CustomOne Inbound Service

1. Intrastate Base Rates are as follows:

# Rate Per 6 Second or Fraction Thereof

Intercity Mileage Band <sup>29</sup>	Switched <u>Access</u>		Dedicated <u>Access</u>	
	Day	Non-Day	Day	Non-Day
0-100 100+	\$0.0226	\$0.0181	\$0.0139	\$0.0111

#### CustomOne Enhanced 800 Service

(a) Dialed Number Identification Service("DNIS")

#### DNIS Pricing

Installation Charge (Nonrecurring)	\$400 per Service Group
Charge for Change	\$40

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Mileage is calculated by using the formula presented in Section 2.11.

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### SECTION 4 - RATES (Cont'd)

# 4.6. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

4.6.12 CustomOne (Cont'd)

- 4.6.12.B CustomOne Inbound Service (Cont'd)
  - 2. <u>CustomOne Enhanced 800 Service</u> (Cont'd)
    - (b) Message Referral Message Referral Pricing

Referral	to	٨	new	Company	800	number	N/C
Referral	to	a	non-	Company	800	number	\$80 per month for a maximum of six months

# (c) 800 Ensure Service Restoration

# 800 Ensure Service Restoration Pricing

Installation Charge (Nonrecurring)	\$10 per routing group
Charge for Change	\$40.00 per occurrence
Activation Charge	\$40.00 per occurrence

# (d) Real Time ANI ("RTA")

# RTA Pricing

Installation Charge (Nonrecurring)	\$300 per Service Group
Charge for Change	N/C
Charge per ANI delivered	\$0.01

#### (e) Call Area Selection

# Call Area Selection Pricing

Installation Charge (Nonrecurring)	\$90.00 per 800 number
Charge for Change	\$40.00 per occurrence
Monthly fee	\$0.00

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# SECTION 4 - RATES (Cont'd)

# 4.6. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

# 4.6.12 CustomOne (Cont'd)

- 4.6.12.B CustomOne Inbound Service (Cont'd)
  - CustomOne Enhanced 800 Service (Cont'd)
    - (f) Call Zone Routing

Call Zone Routing Pricing

Installation Charge (Nonrecurring)	\$90.00 per Zone routing group
Charge for Change	\$40.00 per occurrence
Monthly fee	\$40.00 per Zone routing group

#### (g) Exchange Routing

Exchange Routing Pricing

Installation Charge (Nonrecurring)	\$400.00 per NPA/NXX routing group
Charge for Change	\$400.00 per occurrence
Monthly fee	\$40 per NPA/NXX routing group

# (h) Time of Day Routing

Time of Day Routing Pricing

Installation Charge (Nonrecurring)	\$90.00 per 800 number
Charge for Change	\$40.00 per occurrence
Monthly fee	\$40.00 per time slot per day type

#### (i) Day of Week Routing

Day of Week Routing Pricing

Installation Charge (Nonrecurring)	\$90.00 per 800 number
Charge for Change	\$40.00 per occurrence
Monthly fee	\$40.00 per day type per 800 number

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#### SECTION 4 - RATES (Cont'd)

#### 4.6. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

#### 4.6.12 CustomOne (Cont'd)

- 4.6.12.B <u>CustomOne Inbound Service</u> (Cont'd)
  - CustomOne Enhanced 800 Service (Cont'd)
    - (j) Day of Year Routing

Day of Year Routing Pricing

Installation Charge (Nonrecurring)	\$90.00 per 800 number
Charge for Change	\$40.00 per occurrence
Monthly fee	\$0.00

#### (k) Call Allocation

#### Call Allocation Pricing

Installation Charge (Nonrecurring)	\$90.00 per 800 number
Charge for Change	\$40.00 per occurrence
Monthly fee	\$40.00 per time slot per day type

#### (1) Call Distributor

#### Call Distributor Pricing

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Route Completion

#### Route Completion Pricing

Installation Charge (Nonrecurring)	\$90.00 per routing group
Charge for Change	\$40.00 per routing group, per occurrence
Monthly fee	\$40.00 per routing group

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#### SECTION 4 - RATES (Cont'd)

### 4.6. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

4.6.12 <u>CustomOne</u> (Cont'd)

#### 4.6.12.C CustomOne Travel Service

1. Voice Card Service

#### Rate Per 6 Second or Fraction Thereof

Day: \$0.0192 Non-Day: .0154

#### 2. CustomCard Travel Card (CustomCard) Service

#### CustomOne CustomCard Service Base Rates

#### Per Minute

Day Non-Day

Base Rate \$0.1924 \$0.1539

Setup charge per call: \$0.60

(a) Speed Dialing

#### Speed Dialing Charges

Monthly Recurring Charge for Speed Dialing \$0.00

(b) # Reorigination

#### # Reorigination Charges

Standard set-up Charge per # Reorigination \$0.60

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# SECTION 4 - RATES (Cont'd)

## 4.6. MBSSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

#### 4.6.12 CustomOne (Cont'd)

- 4.6.12.C CustomOne Travel Service (Cont'd)
  - 2. CustomCard Travel Card (CustomCard) Service (Cont'd)
    - (0) Conference Calling

#### Conference Calling Charges

Per Conferenced Party \$2.00

Prime Hours\* per Minute Charge \$0.35 per party

Non-Prime Hours per Minute Charge \$0.20 per party

\* Prime Hours are 8:00 AM to 5:00 PM, C.S.T. - Monday through Sunday.

(d) Variable Credit Limits

#### Variable Credit Limits Charges

Variable Credit Limits \$0.00

(\*) Message Store and Forward

Message Store and Forward Charges

Per Delivered Message \$1.30

(f) Audiotext

#### Audiotext Pricing

Charge Per Minute \$0.40

(g) Voice Hail

Voice Mail Charges

Monthly Recurring Charge per Mailbox \$0.00 Charge per Minute \$0.25

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## SECTION 4 - RATES (Cont'd)

#### 4.6. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

#### 4.6.12 CustomOne (Cont'd)

#### 4.6.12.D CustomOne Switched Data Service 56/64 Kbps Rates

Mileage	Rate Per 6 Seconds Switched		Dedicated	
Band 0-100	Day	Non-Day	Day	Non-Day \$0.0103
0-100	\$0.0187	\$0.0150	\$0.0128	\$0.0103
100 +	\$0.0202	\$0.0162	\$0.0128	\$0.0103

#### 4.6.12.E Volume Discounts

Total Monthly Usage	Volume Discount	
\$500.00 - \$999.99	5%	
\$1,000.00 - \$9,999.99 \$10,000+	10%	
\$10.000+	15%	

#### 4.6.12.F Pricing Plan

Annual	Servi	ce Commitmen	t Period
Commitment	1 Year	2 Year	3 Year
\$6,000.00	12.0%	14.0%	15.0%
\$12,000.00	15.0%	17.0%	19.0%
\$24,000.00	16.5%	19.5%	21.5%
\$36,000.00	17.5%	20.5%	22.5
\$60,000.00	18.5%	21.0%	23.0%
\$84,000.00	19.0%	21.5%	24.0%
\$120,000.00	19.5%	22.0%	24.5%
\$180,000.00	20.0%	23.0%	26.0%
\$240,000.00	22.5%	25.5%	27.5%
\$360,000.00	23.5%	26.5%	28.5
\$480,000.00	24.5%	27.5%	29,5%

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#### SECTION 4 - RATES (Cont'd)

#### 4.6. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

#### 4.6.13 WILMAX

4.6.13.A WIIMAX Reseller Service

#### Switched and Dedicated Access Service

#### Rate per 6 Seconds

Day Non-Day

Switched Service \$0.0126 \$0.0126 Dedicated Access Service \$0.0086 \$0.0069

#### Basic Travel Card Service

Surcharge per Call \$0.25

Day Non-Day

Rate per 6 Seconds \$0.0126 \$0.0126

Enhanced Travel Card Service

#### Enhanced Travel Card Service Base Rates

Surcharge per Call

\$0.25

Per 6 Seconds Day Non-Day

\$0.0126

Base Rate \$0.0126

(a) Speed Dialing

Speed Dialing Charges

Monthly Recurring Charge for Speed Dialing \$0.00

(b) # Reorigination

# Reorigination Charges

Standard set-up Charge per # Reorigination \$0.25

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\$0.2455 per party

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# SECTION 4 - RATES (Cont'd)

#### 4.6. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

#### 4.6.13 WilMAX (Cont'd)

### 4.6.13.A WilMAX Reseller Service (Cont'd)

#### Enhanced Travel Card Service (Cont'd)

(c) Conference Calling

#### Conference Calling Charges

Per Conferenced Party \$1.40

Prime Hours\* per Hinute Charge \$0.3255 per party

\* Prime Hours are 8:00 AN to 5:00 PM, C.S.T. - Monday through Sunday.

(d) Variable Credit Limits

#### Variable Credit Limits Charges

Variable Credit Limits \$0.00

(e) Message Store and Forward

#### Message Store and Forward Charges

Non-Prime Hours per Minute Charge

Per Delivered Message \$0.92

(f) Audiotext

Audiotext Pricing

Charge Per Hinute \$0.30

(g) <u>Directory Assistance</u>

Directory Assistance Surcharge

Per Request \$.40 Call Completion by Operator \$.40

(h) Operator Service

Operator Service Surcharge

Station to Station \$1.25 Person to Person \$2.35

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#### SECTION 4 - RATES (Cont'd)

#### 4.6. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

#### 4.6.13 WILMAX

#### 4.6.13.B WilMAX Carrier Service

#### 1. Switched and Dedicated Access Service

#### Rate per 6 Seconds

 Switched Service
 \$0.0126
 \$0.0125

 Dedicated Access Service
 \$0.0086
 \$0.0066

Basic Travel Card Service

Surcharge per Call \$0.25

Enhanced Travel Card Service

See Section 4.6.13.A.2

### Extended Network Termination Service

Rates Per 6 Second Increment

Day 50,0086 Non-Day 50,0069

Extended Network 800 Service

Rates Per 6 Second Increment

so.0086

Non-Day

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SECTION 4 - RATES (Cont'd)

4.6. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

4.6.13 WilMAX (Cont'd)

4.6.13.C WilMAX Switched Data Service (SDS)

Switched 56/64 Kbps Service

WilMAX Switched Data Service 56/64 Kbps Rates

Rate Per 6 Seconds
Switched Dedicated

Day Non-Day

Day Non-Day

\$0.0132 \$0.0132

\$0.0090 S

\$0.0072

4.6.13.D WilMAX Enhanced 800 Services

Route Completion

Route Completion Pricing

Installation Charge (Nonrecurring) Charge for Change

\$90.00 per routing group \$40.00 per routing group, per occurrence

Monthly fee

\$25.00 per routing group

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#### SECTION 4 - RATES (Cont'd)

#### 4.6. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

#### 4.6.14. WilPlus IV

#### 4.6.14.A WilPlus IV - Outbound Service

1. Base Rates for Intrastate WilPlus IV. Option 1 and Option 3

Intercity Mileage Band 0-100	Day \$0.1780	Evening \$0.1424	Night/Weekend \$0.1424
100+	\$0.1780	\$0.1539	\$0.1539

2. Base Rates for Intrastate WilPlus IV. Option 2 - Outbound Service

Intercity	Da.,	Puenine	Night/Weekend
Mileage Band 0-100	Day \$0.0178	<u>Evenina</u> \$0.0142	\$0.0142
100+	\$0.0192	\$0.0154	\$0.0154

#### 4.6.15. Prepaid Calling Card

#### 4.6.15.A Basic Promotional Prepaid Calling Card

Standard Rate \$0.22 per minute

Customized Greeting Charge \$600 Set-up charge

#### 4.6.15.B Enhanced Promotional Prepaid Calling Card

Standard Rate \$0.31 per minute Operator Surcharge \$1.50 per call (for assisted calls)

Customized Greeting Charge \$600 Set-up charge

#### 4.6.15.C Standard Prepaid Calling Card

Standard Rate \$0.41 per minute Operator Surcharge \$1.50 per call (for assisted calls)

Customized Greeting Charge \$600 Set-up charge

#### 4.6.15.D Volume Discounts

Total Purchase	Volume Discount
\$10,000-\$49,999	1%
\$50,000-\$99,999	2%
\$100,000-\$199,999	3₺
\$200,000-\$499,999	5 <b>%</b>
\$500,000-\$999,999	73
\$1,000,000+	10%

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# SECTION 4 - RATES (Cont'd)

### 4.6. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

#### 4.6.16 WilMAX Universal

#### 4.6.16 WilMAX Universal Carrier Service

#### A. Switched and Dedicated Access Service

 Switched Service
 Peak 50.1038 50.1038
 Off-Peak 50.1038 50.1038

 Dedicated Access Service
 \$0.0622
 \$0.0622

#### 4.6.17 CNC Service

#### A. Connect Florida Plan

1. Switched Access

Per Minute Rates: \$0.1300

2. Dedicated Access

Per Minute Rates: N/A

B. CNC 800 Service

1. Switched Access

Per Minute Rate: \$0.2100

2. Dedicated Access

Per Minute Rate: \$0.1700

C. Travel Card Service

Per Call Surcharge: \$0.50

(In addition to the rates in Connect Florida Switched Access Service, 4.5.17.A above)

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#### SECTION 4 - RATES (Cont'd)

#### 4.6. MESSAGE TELECOMOUNICATIONS SERVICES (Cont'd)

#### 4.6.18 LEC Billed Measured Service

LEC Billed Measured Service will be billed at the rates listed below:

	Day		Even	ing	-Night/W	eekend-
	1st Min	Add'l	1st Min	<u>844'1</u>	1st Min	Add'l
Mileage	S.1680	\$.0832	\$.1237	s.0623	s.0793	5.0416
22- 54	.2380	.1478	1.1762	.1109	.1167	.0739
55-123	.2520	.2033	.1867	.1525	.1260	. 1063
124-291	.2567	.2125	. 1883	.1594	.1353	.1109
292-429	.2613	.2199	.1937	.1649	.1400	.1155
430-623	.2637	.2241	. 1954	.1681	.1400	. 1155
Over 624	.2660	.2310	. 2007	.1732	.1447	.1201

In addition to per minute rates, a \$0.60 surcharge applies to each call.

#### 4.6.19 RESERVED FOR FUTURE USE

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SECTION 4 - RATES (Cont'd)

4.6. MESSAGE TELECOMMUNICATIONS SERVICES (Cont'd)

4.6.20 Miscellaneous Charges

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## SECTION 5 - GRANDPATHERED (TELESPHERE) SERVICES

#### 5.1 RATES AND CHARGES

#### 5.1.1 MTS Service

5.1.1.A.

DAYTIME RATES/MINUTE		
Mileage	Initial Minute	Additional Minutes
0-10	\$0.1710	\$0.0810
11-25	\$0.2520	\$0.1440
23-55	\$0.3600	\$0.2430
56-124	\$0.3960	\$0.2790
125-292	\$0.4410	\$0.2970
293-430	\$0.4410	\$0.3150
431-624	\$0.4590	\$0.3150

5.1.1.B.

EVENING RATES/MINUTE		
Mileage	Initial Minute	Additional Minutes
0-10	SO.1110	\$0.0800
11-25	\$0.1640	\$0.0940
23-55	\$0.2340	\$0.1580
56-124	\$0.2570	\$0.1810
125-292	\$0.2870	<b>\$0.193</b> 0
293-430	\$0.2870	\$0.2050
431-624	<b>\$0.29</b> 80	\$0.2050

5.1.1.C.

NIGHT/WEEKEND RATES/MINUTE		
Mileage	<u>Initial Minute</u>	Additional Minutes
0-10 11-25 23-55 56-124 125-292 293-430 431-624	\$0.0800 \$0.1010 \$0.1440 \$0.1580 \$0.1760 \$0.1760 \$0.1840	\$0.0800 \$0.0800 \$0.0970 \$0.1120 \$0.1190 \$0.1260 \$0.1260

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#### SECTION 5 - GRANDFATHERED (TELESPHERE) SERVICES (cont'd)

#### 5.1. RATES AND CHARGES (Cont'd)

#### 5.1.1 MTS Service (Cont'd)

5.1.1.D. Boliday Rates:

8:00 a.m. to 11:00 p.m. - evening rate applies.
11:00 p.m. to 8:00 a.m. - night rate applies.

5.1.1.E. Platinum Refund - Customer qualifying under the Platinum Program receive an additional 8.33% discount from the above rates.

5.1.1.F. Other Charges:

Service Conversion Fee \$50.00 Physical Change Fee \$50.00 Administrative Fee \$20.00

Directory Assistance \$ .60 per call

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#### SECTION 5 - GRANDFATHERED (TELESPHERE) BERVICES (cont'd)

#### 5.1 RATES AND CHARGES (Cont'd)

#### 5.1.2 Switched Access WATS

#### 5.1.2.A. Rates/Minute: \*

Hileage	Day	Evening	Night <u>Weekend</u>
0-292	\$0.1920	\$0.1270	\$0.1000
293-430	\$0.2050	\$0.1360	\$0.1010
431-925	\$0.2150	\$0.1430	\$0.1030

 -- Charges for fractions of minutes are applied in increments of one-tenth.

#### 5.1.2.B. Holiday Rates:

8:00 a.m. to 11:00 p.m. - evening rate applies 11:00 p.m. to 8:00 a.m. - night rate applies.

5.1.2.C. Platinum Refund - Customers qualifying under the Platinum Refund Program receive an additional 8.33% discount from the above rates.

#### 5.1.2.D. Other Charges:

Monthly Service Charge	\$100.00
Set-up Fee	\$ 50.00
Cancellation Fee	\$100.00
Service Conversion Fee	\$ 50.00
Physical Change Fee	\$ 50.00
Administrative Fee	\$ 20.00
Directory Assistance	\$ .60 per call

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## SECTION 5 - GRANDFATHERED (TELESPHERE) SERVICES (cont'd)

#### 5.1 RATES AND CHARGES (Cont'd)

#### Virtual Banded WATS

#### 5.1.3.A. Rates/Minute: \*

	First 25 Hours	Next 75 Hours	Over 100 <u>Hours</u>
Day	\$0.1800	\$0.1750	\$0.1500
Evening	\$0.1200	\$0.1150	\$0.1100
Night/Weekend	\$0.1010	\$0.1010	\$0.1010

Charges for fractions of minutes are applied in increments of one-tenth.

Billing - Usage billed on Virtual Banded WATS without line averaging.

Platinum Refund - Customers qualifying under the Platinum Refund Program receive an additional 8.33% discount from the 5.1.3.C. above rates.

#### 5.1.3.D. Other Charges:

Installation Fee	\$100.00 Per line or actual cost
Monthly Line Charges	\$ 50.00 Per Order
Cancellation Fee	\$100.00 Per line or actual cost
Service Conversion Fee	\$ 50.00
Physical Change Fee	\$ 50.00
Administrative Fee	\$ 20.00
Directory Assistance	\$ .60 per call

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#### SECTION 5 - GRANDPATHERED (TELESPHERE) SERVICES (cont'd)

#### RATES AND CHARGES (Cont'd)

#### 5.1.4 High Usage WATS

#### 5.1.4.A. Rates/Minute:\*

Dey	Evening	Night/ Weekend
\$0.1330	\$0.1000	\$0.0800

Charges for fractions of minutes are applied in increments of one-tenth.

#### 5.1.4.B. Holiday Rates:

8:00 a.m. to 11:00 p.m. - evening rate applies 11:00 p.m. to 8:00 a.m. - night rate applies.

Platinum Refund - Customers qualifying under the Platinum Refund Program receive an additional 8.33% discount from the above rates.

#### 5.1.4.D. Other Charges:

Installation Fee	Actual Cost (LEC)
Monthly Line Cost	Actual Cost (LEC)
Monthly Account Charge	\$900.00
Analog Port Charge	\$4.50/Per Circuit Per Month
Set-up Fee	\$ 50.00
Cancellation Fee	\$100.00 Per Line or Actual Cost
Service Conversion Fee	\$ 50.00
Physical Change Fee	\$ 50.00
Administrative Fee	\$ 20.00
Directory Assistance	\$ .60 per call

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# SECTION 5 - GRANDPATRERED (TELESPHERE) BERVICES (cont'd)

#### 5.1 RATES AND CHARGES (Cont'd)

#### 5.1.5. Plat Rate Service

5.1.5.A. Rates/Minute:

\$.27 Day
\$.19 Evening
\$.13 Night/Weekend

5.1.5.B. Platinum Refund - Customers qualifying under the Platinum Refund Program receive an additional 8.33% discount from the above rates.

5.1.5.C. Other Charges:

Service Conversion Pee \$ 50.00 Physical Change Fig \$ 50.00 Administrative Pee \$ 20.00 Directory Assistance \$ .60 per call

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#### SECTION 5 - GRANDPATHERED (TELESPHERE) SERVICES (cont'd)

#### 5.1 RATES AND CHARGES (Cont'd)

#### 5.1.6. Notel Service

#### 5.1.6.A. Dedicated Access:

#### 5.1.6.A.1. Rates/Minute:

\$.22 Day \$.16 Evening \$.10 Night/Weekend

5.1.6.A.2. Platinum Refund - Customers qualifying under the Platinum Refund Program receive an additional 8.33% discount from the above rates.

#### 5.1.6.A.3. Other Charges:

Monthly Line Cost	\$100.00 per line or
-•	actual costs of access
	line.
Service Conversion Fee	\$ 50.00
Physical Change Fee	\$ 50.00
Administrative Pee	\$ 20.00
Directory Assistance	\$ .60 per call

### 5.1.6.B. Dialer Access:

#### 5.1.6.B.1. Rates/Minute:

\$.24 Day \$.17 Evening \$.11 Night/Weekend

5.1.6.B.2. Platinum Refund - Customers qualifying under the Platinum Refund Program receive an additional 8.33% discount from the above rates.

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#### SECTION 5 - GRANDFATHERED (TELESPHERE) SERVICES (cont'd)

#### 5.1 RATES AND CEARGES (Cont'd)

5.1.6 Rotel Service (cont'd)

5.1.6.B. Dialer Access: (cont'd)

5.1.6.B.3. Other Charges:

Service Conversion Fee Physical Change Fee Administrative Fee Directory Assistance \$ 50.00 \$ 50.00 \$ 20.00 \$ .60

.60 per call

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SECTION 5 - GRANDFATHERED (TELESPHERE) SERVICES (cont'd)

5.1 RATES AND CHARGES (Cont'd)

5.1.7. Travelnet Service

5.1.7.A. Rates/Minute:

Pirst Pive Each Additional Minute

S0.5500 S0.3000

5.1.7.B. Other Charges:

Directory Assistance \$ .60 per call

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