UNIVANCE

Telecommunications
With A Higher Priority...

FILED²
JAN 1 2 2000

January 7, 2000

Missouri Public Service Commission

Missouri Public Service Commission Telecommunications Division 301 W. High St, PO Box 360 Jefferson City, MO 65102

Re: Univance Tariff

RECEIVED

Missouri Public Service Commission

To-2000-458

Dear Public Service Commission,

Enclosed you will find one original and fourteen copies of our tariff for Univance Telecommunications, Inc. This tariff replaces the previous one submitted with the Cover Letter dated December 20, 1999. It is now complete with the thirty-day effective date required by the Missouri Public Service Commission.

The context of this tariff contains all the original information from the original CSI Corp d/b/a Missouri CSI Corp tariff. The only revision imposed to it was the new name of Univance Telecommunications, Inc. and 373 Inverness Drive South, Suite 100, Englewood, CO 80112.

Also enclosed is a self addressed stamped envelope and an extra tariff. Please stamp and return to me at your convenience.

Should your Commission need any further information or have any concerns regarding this tariff please call Rhonda Laughery or myself at (800) 280-6300.

Sincerely,

Betty Sutton

Univance Telecommunications, Inc.

Enclosures Cc Olona & Associates





Rebecca McDowell Cook Secretary of State

CORPORATION DIVISION
AMENDED CERTIFICATE OF AUTHORITY
OF A FOREIGN CORPORATION

WHEREAS,

UNIVANCE TELECOMMUNICATIONS, INC.

FORMERLY,

CSI CORP. D/B/A MISSOURI CSI CORP.

INCORPORATED UNDER THE LAWS OF THE STATE OF COLORADO AND NOW IN EXISTENCE AND IN GOOD STANDING IN SAID STATE, AND QUALIFIED TO TRANSACT BUSINESS IN MISSOURI HAS DELIVERED TO ME, DULY AUTHENTICATED EVIDENCE OF AN AMENDMENT TO ITS ARTICLES OF INCORPORATION AS PROVIDED BY LAW, AND HAS, IN ALL RESPECTS,

COMPLIED WITH THE REQUIREMENTS OF THE THE GENERAL AND BUSINESS CORPORATION LAW OF MISSOURI, GOVERNING AMENDMENTS TO THE ARTICLES OF INCORPORATION OF FOREIGN CORPORATIONS AND IN ACCORDANCE THEREWITH ISSUE THIS CERTIFICATE OF AMENDMENT.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 15TH DAY OF OCTOBER, 1999.

Secretary of State

\$25.00

TITLE SHEET

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

UNIVANCE TELECOMMUNICATIONS, INC.

This tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Univance Telecommunications, Inc. within the State of Missouri. This tariff is on file with the Missouri Public Service Commission and copies may be inspected there, during normal business hours, or at Univance Telecommunications, Inc. principal place of business.

Univance Telecommunications, Inc. is a competitive telecommunications company as defined by Case No. TO-88-142.

Issued: January 13, 2000

Effective: February 14, 2000

WAIVER OF RULES AND REGULATIONS

The following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

392.240(1)	Rates-reasonable average return on investment.
392.270	Property valuation.
392.280	Depreciation rates.
392.290	Issuance of stocks and bonds.
392.310	Issuance of stocks and bonds.
392.320	Issuance of stocks and bonds.
392.330	Issuance of stocks and bonds.
392.340	Reorganization.

4 CSR 240-10.020	Income on deprecation fund investments.
4 CSR 240-30.010(2)(C)	Posting exchange rates at central offices.
4 CSR 240-30.040	Uniform System of Accounts
4 CSR 240-32.030(1)(B)	Exchange boundary maps.
4 CSR 240-32.030(1)(C)	Record of access lines.
4 CSR 240-32.030(2)	Records kept within state.
4 CSR 240-32.050(3-6)	Telephone directories.
4 CSR 240-32.070(4)	Coin telephones.
4 CSR 240-33.030	Inform customers of lowest priced service.
4 CSR 240-33040(5)	Finance fee.

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CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Participating Carriers

EXPLANATION OF SYMBOLS

C	-	to signify a changed regulation
D	-	to signify a discontinued rate or regulation
I	-	to signify a rate increase
M	-	to signify a matter moved or relocated without change
N	-	to signify a new rate or regulation
R	-	to signify a reduction
S	-	to signify a reissued matter
T	-	to signify a change in text but no change in rate or regulation

EXPLANTION OF ABBREVIATIONS

Company	-	Univance Telecommunications, Inc.
STD.	-	Standard
DIS.	-	Discount
ECO.	-	Economy
PK.	-	Peak
OP.	-	Off Peak

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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of long distance telecommunications service by Univance Telecommunications, Inc. ("the Company"), from its operating location(s) in the State of Missouri as specified in Sections 3.1.1(a) and 3.2.1(a). Service is furnished subject to transmission, atmospheric and like conditions.

2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide Long Distance Telecommunications Service in accordance with the terms and conditions set forth in this tariff.

2.1.2 Shortage of Facilities

All service is subject to availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue services when necessary because of the lack of local facilities or other transmission medium capacity or because of any causes beyond its control.

2.1.3 Liability of the Company

Except as stated in Section 2.1.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff.

(A) Company shall not be liable for any failure of performance hereunder for any claim or loss, expense of damages (including indirect, special or consequential damages) for any interruption, delay, error, mistake, omission, or other defect or misrepresentation in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff, if caused by any person or entity other than Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, explosion, vandalism, cable cut, storm, riot, civil disturbance, or act of government, or by any other similar occurrence or cause beyond Univance Telecommunications, Inc. direct control.

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2. REGULATIONS (Cont'd)

- 2.1 <u>Undertaking of the Company</u> (Cont'd)
 - 2.1.3 <u>Liability of the Company</u> (Cont'd)
 - (B) The Company shall not be liable for, and shall be fully indemnified and held harmless by customer against:
 - (1) Any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement or copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted by, or used by the Company under this tariff.
 - (2) Any claim or loss, expense, or damage (including indirect, special or consequential damage) for any act or omission of the customer or for any claim or loss, expense or damage due to the failure of Customerprovided equipment, facilities, or services.
 - (3) Any claim or loss, expense, or damage (including indirect, special or consequential damage) for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by Univance Telecommunications, Inc., if not caused by the negligence of Univance Telecommunications, Inc.
 - (4) The Customer shall be liable for damages to the facilities of the Company caused by negligence or willful acts of officers, employees, agents or contractors of the Customer.
 - (C) The Company shall not be liable for any defacement of or damages to the premises of a customer, resulting from the furnishing of service, which is not the result of the Company's negligence.

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2. REGULATIONS (Cont'd)

2.1 <u>Undertaking of the Company</u> (Cont'd)

2.1.3 <u>Liability of the Company</u> (Cont'd)

- (D) Univance Telecommunications, Inc. is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- (E) All or a portion of the Service may be provided over facilities of third parties, and Univance Telecommunications, Inc. 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.

2.1.4 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.

2.1.5 Provision of Equipment and Facilities

- (A) Except as otherwise indicated, customer-provided equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (B) The Company shall not be responsible to the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

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2. REGULATIONS (Cont'd)

2.1 <u>Undertaking of the Company</u> (Cont'd)

2.1.5 Provision of Equipment and Facilities (Cont'd)

- (1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- (2) the reception of signals by Customer-provided equipment; or
- (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.2 Prohibited Uses

Long Distance Telecommunications Service shall not be used for any unlawful purposes.

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

- (A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- (B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the company.

2.3.2 <u>Liability of the Customer</u>

The Customer will be liable for damages to facilities of the Company caused by negligence or willful acts of its officers, employees, agents or contractors of the Customer.

2.3.3 Credit Requirements and Deposit Information

Univance Telecommunications, Inc. requires a minimum of two years in business to subscribe to our services. Any new business or business existing less than two years requires a deposit not to exceed one month's average usage. Any business determined to be "high risk" for poor credit history requires a minimum deposit of two month's average usage.

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2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 <u>Credit Requirements and Deposit Information</u> (Cont'd)

Univance Telecommunications, Inc. handles complaints regarding transmission or network problems immediately via "trouble tickets" issued on line to Frontier Communications. Univance Telecommunications, Inc. follows up with customers to insure the problems have been corrected. Problems stemming from charges or credits owed are also handled immediately via 24-hour customer service. All customers may reach Univance Telecommunications, Inc. through our toll free line 1-800-864-4306. Should customers feel they have been overcharged or misrepresented and have documented proof of rates offered, Univance Telecommunications, Inc. will immediately credit all overcharges. Univance Telecommunications, Inc. will make reasonable efforts to honor all rates. If it is determined the rates offered are unreasonable and / or unprofitable, Univance Telecommunications, Inc. will pay the charges to convert the customer to their previous carrier.

Univance Telecommunications, Inc. practices "standard" rate programs for all customers. In the event Univance Telecommunications, Inc. was to provide a "non-standard" rate program, Univance Telecommunications, Inc. would file an additional tariff in the appropriate state of which the customer does business and any state affected due to remote office.

2.4 Use of Service

Long Distance Telecommunications Service may be used to transmit communication of the Customer in a manner consistent with the terms of this tariff and the policies and regulations of the Federal Communications Commission.

Use of Long Distance Telecommunications Service is considered an order for such service.

2.5 <u>Customer Equipment and Channels</u>

2.5.1 Interconnection of Facilities

(A) Interconnection between Customer-provided and Company-provided service must be made by the Customer by leased channel or dial-up service. Where interconnection between Customer-provided and Company-provided service is not made by lease of Company facilities, interconnection must be made by the Customer at the Company's operating offices. Leased channels from the Company for Long Distance Telecommunications Services are not covered by this tariff.

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1st Revised Page No. 11, canceling Original Page No. 11

Univance Telecommunications, Inc.

2.5 <u>Customer Equipment and Channels</u> (Cont'd)

2.5.1 <u>Interconnection of Facilities (Cont'd)</u>

(B) In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.5.2 Inspections

- (A) The Company may, upon notification of the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being compiled with in the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- (B) If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will notify the Customer by registered mail in writing of the need for protective action. In the event that the customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of parameters that the Customer's equipment must meet.

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2.6 Payment Arrangements

2.6.1 Payment for Service

- (A) The Customer is responsible for payment of all charges for facilities and services furnished by the Company. Federal, state and local sales, use and excise taxes, where applicable, shall be added to the charges contained herein. It shall be the responsibility of the Customer to pay these taxes and to accept the liability of any such unpaid taxes that may subsequently become applicable retroactively.
- (B) Bills are due and payable by the 7th of each month. The Customer's net bill becomes delinquent 21 days from rendition. The Company will provide the Customer written notice of delinquency five (5) days after the bill becomes delinquent. Interest at the lesser of (1) the rate of one and one-half percent (1.5%) per month or (2) the highest rate allowed by law per month shall accrue upon any delinquent balance.
- (C) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or non-existent account.
- (D) Customers are responsible for any charges for Company services they have used (but were not billed) up to three months immediately precedin githe date of the bill, except for collect calls, credit card calls, third party calls and "Error File" calls (those which cannot be billed due to the unavailability of complete billing information to the company) which shall have a six-month back billing period. In case of fraud, a back billing period of no more than three years will apply.

2.6.2 <u>Discontinuance of Service for Cause</u>

Upon non-payment of any sum owing to the Company for more than 30 days beyond the date or rendition of the bill for service or upon violation of any of the terms or conditions governing the furnishing of service under this tariff, the Company may, after 24 hours advance notice in writing to the Customer, without incurring any liability, discontinue the furnishing of service under this tariff.

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2.6 Payment Arrangements (Cont'd)

2.6.2 <u>Discontinuance of Service for Cause (Cont'd)</u>

These restriction on Long Distance Telecommunications Service may include, but are not limited to, the following: the Company may withhold the use of a specific 800 number or deny its transfer to another carrier for nonpayment of charges due as specified in 2.6.1 "Payment for Services" preceding. Such action may be taken without written notice being sent to the Customer. Upon payment of charges by the Customer this restriction on the use of a specific 800 number will be removed.

2.7 <u>Definitions</u>

Access Line: A transmission path that connects a Customer premise to a Local Exchange Carrier's Central Office.

<u>Call:</u> A completed connection established between a calling station and one or more called stations.

Called Station: The station (i.e., telephone number) called, or the terminating point of call.

<u>Calling Card</u>: A card assigned by local telephone companies which enables users to bill telephone calls to their telephone company account.

Company: The term "Company" denotes Univance Telecommunications, Inc.

<u>Customer:</u> The person or legal entity which orders long distance service (either directly or through an agent) or is responsible for payment of tariff charges for services furnished to that Customer.

<u>Customer Dialed and Operator Assisted:</u> Calls wherein the end user dials "0" plus the called number and chooses to bill the call to a third party number to provide billing and collection services on behalf of its customers, including the Company.

<u>Customer Dialed Calling Card Station</u>: A Calling Card call which does not require intervention by an attended operator position to complete.

Operator Dialed Surcharge: Distant number calls that customer could dial but gets operator to dial (i.e., "0" or "00").

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2.7 <u>Definitions</u> (Cont'd)

<u>Customer Dialed/Automated:</u> Calls wherein the end user dials "0" plus the called number and chooses to bill the call to a calling card or the called number (collect call) and wherein call placement and recordation of billing information if performed without the assistance of a live operator.

Operator Station: Services, other than Customer Dialed Calling Station service and person-to-person service, which requires the assistance of an operator to complete the call.

<u>Person-to-Person:</u> Service for which the person originating the call specifies to the operator a particular person, mobile station, department, extension, or office to be reached.

Premises: A building on continuous property not separated by a public thoroughfare.

<u>United States</u>: The term "United States" designates the forty-eight (48) contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the U.S. Virgin Islands, as well as the offshore areas outside the boundaries of the coastal states of the forty-eight contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

SERVICE OFFERINGS

3.1 <u>Intrastate and Interstate Long Distance Telecommunications Service</u>

3.1.1(a) Description of Services

Intrastate Long Distance Telecommunications Service consists of the furnishing of switched and dedicated telephone service between points within the State of Missouri. Interstate Long Distance Telecommunications Service consists of the furnishing of switched and dedicated telephone service between points within the United States Mainland; and between the Mainland and Alaska and Hawaii. Such services are available twenty-four (24) hours a day, seven (7) days a week.

3.1.1(b) Explanation of Rates For Intrastate and Interstate Long Distance Telecommunications Service

The rates for the Company's Intrastate and Interstate Long Distance Telecommunications Service will depend on the length of the call and the time period in which the call is place. Rates are "flat" rated and apply to all contiguous Missouri and contiguous U.S. calls regardless of distance. Non-mainland U.S. calls are charged by destination and are

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- 2. SERVICE OFFERINGS (Cont'd)
 - 3.1 Intrastate and Interstate Long Distance Telecommunications Service (Cont'd)
 - 3.1.1(b) Explanation of Rates For Intrastate and Interstate Long Distance

 Telecommunications Service (Cont'd)

also "flat" rated. Calls, which overlap rate periods, will be charged according to the rates applicable to the time recorded in each period. Rate periods are indicated on the chart on the following page. The following Rate Schedule in Section 3.1.2(a) represents the Maximum applied rate for Intrastate and Interstate services.

All services are billed in six-second minimum and six-second rounding thereafter, except that calling-card services are billed in 30-second minimum and six-second rounding thereafter.

The Company may request any customer to pay in advance for toll services based on a good faith estimate of traffic volumes. At the Company's discretion a deposit of (1) month's estimated call volume may be reacquired and may be reimbursed upon establishing prompt payment history.

RATE PERIODS Thursday Monday Tuesday Wednesday ------ Day Rate -----8:00 a.m. to 5:00 p.m. (Peak Period) Tuesday Wednesday Thursday Monday 5:01 p.m. to 7:59 a.m. Evening Rate -----(Off Peak Period) Saturday Sunday 8:00 a.m. to 8:00 a.m. ------ Weekend Rate (Off Peak Period) Issued: January 13, 2000 Effective: February 14, 2000

3.1 <u>Intrastate and Interstate Long Distance Telecommunications Service</u> (Cont'd)

3.1.1(c) Operator Service

- (1) Carrier will not knowingly bill for incomplete calls and will remove any charge(s) for incomplete calls upon subscriber notification or carrier's knowledge of the charge(s) for incomplete calls.
- (2) Carrier will advise the caller and billed party (if different from the end user) that Univance Telecommunications is the operator service provider at the time of the initial contact.
- (3) Carrier will provide rate quotes, including all rate components and any additional charges, upon request, at no charge.
- (4) Carrier will allow only tariff charges approved by the commission, or otherwise allowed by law for the provision of operator services, to appear on billings rendered by local exchange companies (LECs) on behalf of carrier and will not collect locations surcharges imposed by traffic aggregators.
- (5) Carrier will arrange for listing of its name on a LEC's billing of carrier's charges, if the LEC has multi-carrier bill listing capability.
- (6) Carrier will employ reasonable calling card verification procedures which are acceptable to the companies issuing the calling cards. In order to control fraud, the Company may refuse to accept calling cards which it determines to be invalid or cards which it is unable to verify.
- (7) Carrier will direct all "00-" emergency calls to the local exchange carrier (LEC) at no charge.
- (8) Carrier's contracts with traffic aggregators will contain provisions which:
 - (a) Prohibit the blocking of access to an end user's interexchange carrier of choice;
 - (b) Provide for the prominent posting or display, on or near the telephones to be utilized by end users, or material setting forth the name of the carrier, complaint procedures, instructions on reaching the LEC operator as well as other interexchange carriers, and procedures for emergency calls.

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3.1 Intrastate and Interstate Long Distance Telecommunications Service (Cont'd)

3.1.1(d) Classes of Service

The Company provides the following classes of service:

Direct Dial 800 Service T-1 Dedicated Service

3.1.2(a) Dial Station Service Rates

Base Rate	1-YR Term Rate	2-YR Term Rate	3-YR Term Rate	
23.1 cents/min	21.7 cents/min	20.8 cents/min	19.2 cents/min	

3.1.2(b) Calling Card And Operator Service Rates

- 23.4 cents per minute for both Peak and Off-Peak Periods

3.1.2(c) Switched Access 800 Service Rates

- 26 cents per minute day rate
- 26 cents per minute evenings and nights/weekends

3.1.2(d) Service Charges and Surcharges Per Call

Customer Dialed and Operator Assisted	0.55
Operator Station	0.55
Operator Dialed Surcharge	0.55
800 Monthly Service Fee	\$20.00

3.1.2(e) T-1 Service Rates - Intrastate

	R Term Rate 2-YR T	Cerm Rate 3-YR Tem	II Kate
12.9 cents/min 12.3	cents/min 11.9 ce	nts/min 11.1 cents.	/min

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3.1 Intrastate and Interstate Long Distance Telecommunications Service (Cont'd)

3.1.2(f) T-1 Service Rates - Interstate

	DAY	EVENINGS and NIGHT/WEEKEND
Outbound	6.9 cents/min	6.9 cents/min
800 Services	6.9 cents/min	6.9 cents/min
Alaska Outbound Alaska 800	15.75 cents/min 31.50 cents/min	15.75 cents/min 31.50 cents/min
Hawaii Outbound Hawaii 800	18.0 cents/min 19.5 cents/min	18.0 cents/min 19.5 cents/min
Puerto Rico, Virgin Islands Outbound	19.5 cents/min	19.5 cents/min
Puerto Rico, Virgin Islands 800	22.5 cents/min	22.5 cents/min
Mexico (maximum)	98.1 cents/min	98.1 cents/min
Canada Outbound Canada 800	19.4 cents/min 48.5 cents/min	19.4 cents/min 47.1 cents/min

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