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September 7, 1999

FILED²
SEP 7 1999

Mr. Dale Hardy Roberts
Executive Secretary
Missouri Public Service Commission
P.O. Box 360
Jefferson City MO 65102-0360

Missouri Public
Service Commission

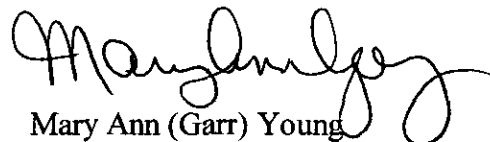
Re: Tariff File No. 200000204
Interexchange Telecommunications Tariff of
Telecommunications Cooperative Network, Inc., d.b.a. TCN, Inc.

Dear Mr. Roberts:

Enclosed please find an original and six copies of the Interexchange Telecommunications Service Tariff of Telecommunications Cooperative Network, Inc., d.b.a. TCN, Inc, for filing with the Commission.

Thank you for your assistance in processing this filing. A copy is being served on the Office of Public Counsel. If there are any questions about this tariff, please contact Ms. Sharon McDonald of Competitive Communications Group at 301-699-5300. Ms. McDonald should be the first contact for any inquiries or requests regarding this tariff.

Sincerely,



Mary Ann (Garr) Young

Enclosure

cc: Office of Public Counsel
Sharon McDonald

0000204

Telecommunications Cooperative Network, Inc. d.b.a. TCN, Inc.

**TARIFF FOR RESOLD INTRASTATE MESSAGE
TELECOMMUNICATIONS AND OPERATOR SERVICES**

This Tariff describes generally the regulations and rates applicable to the provision of Intrastate Message Telecommunications and Operator Services. Service is provided by Telecommunications Cooperative Network, Inc. d.b.a TCN, Inc. with principal offices at 20 University Rd., 4th Floor, Cambridge, MA 02138. This Tariff is on file with the Missouri Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

TCN operates as a competitive telecommunications company within the state of Missouri.

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Effective: October 22, 1999

Issued by:

David Altshuler/President
Telecommunications Cooperative Network, Inc.
20 University Rd., 4th Fl.
Cambridge, MA 02138

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

EXPLANATION OF SYMBOLS

- (C) - To signify changed regulation
- (D) - To signify discontinued rate of regulation
- (I) - To signify increase
- (M) - To signify matter relocated without change
- (N) - To signify new rate or regulation
- (R) - To signify reduction
- (S) - To signify reissued matter
- (T) - To signify a change in text but no change in rate or regulation
- (Z) - To signify a correction

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

1. GENERAL

1.1 Application of Tariff

1.1.A This Tariff contains the regulations and rates applicable to the provision of Intrastate Message Telecommunications and Operator Services, hereinafter referred to as "Service", by Telecommunications Cooperative Network, Inc., d.b.a. TCN, Inc. hereafter referred to as the "Company", from its points of presence in the State of Delaware to domestic points, as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

1.1.B The provision of such Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

1.2 Definitions

Certain terms used throughout this Tariff are defined as follows:

1.2.A Access Code

A sequence of numbers that, when dialed, connect the caller to the provider of operator services associated with that sequence.

1.2.B Aggregator

Any person that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for Intrastate telephone calls using a provider of operator services.

1.2.C Application for Service

A standard order form including all pertinent billing, technical, and other descriptive information enabling the Company to provision the Service requested.

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

1. GENERAL

1.2 Definitions (Cont'd)

1.2.D Authorization Code

A numerical code, one or more of which may be assigned to a Customer to enable the Company to identify the origin of the user or individual users or groups of users on one account so that the Company may rate and bill the call.

1.2.E Common Carrier

A company or entity providing telecommunications services to the public.

1.2.F Company

Telecommunications Cooperative Network, Inc., d.b.a. TCN, Inc. unless the context indicates otherwise.

1.2.G Consumer

A person initiating any Intrastate telephone call.

1.2.H Customer

Any individual, partnership, association, trust, corporation, cooperative, governmental agency or other entity utilizing the Services provided by the Company on a subscription basis. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Tariff.

1.2.I Customer Provided Equipment

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

1.2.J Commission or Department

Missouri Public Service Commission

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

1. GENERAL

1.2 Definitions (Cont'd)

1.2.K Dialed Access

An arrangement whereby a Customer uses the public switched network facilities of a local exchange telephone company to access the terminal of the Company.

1.2.L Domestic Message Telecommunications Service (MTS)

The term "Domestic Message Telecommunications Service" denotes the furnishing of station-to-station direct dial Intrastate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's Points of Presence to domestic points as specified herein.

1.2.M Equal Access

Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

1.2.N Equal Access Code

An access code that allows the public to obtain an Equal Access connection to the carrier associated with that code.

1.2.O Local Exchange Carrier (LEC)

A Telephone Company which furnishes local exchange services.

1.2.P Measured Usage Charge or Measured Charge

A charge assessed on a per-minute basis in calculating all or a portion of the charges due for a completed call over the Company's facilities.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

1. **GENERAL**

1.2 Definitions (Cont'd)

1.2.Q Other Common Carrier

The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic or international communications service to the public.

1.2.R Premises

The space designated by a Customer as its place or places of business for provision of Service or for its own communications needs.

1.2.S Service

The offerings provided by the Company to the Customer under this Tariff.

1.2.T Subscriber

An Aggregator that selects the Company as the presubscribed provider of operator services for one or more locations within that Aggregator's control.

1.2.U Subscriber Surcharge

A surcharge imposed by the Subscriber, to be paid by the consumer, for the use of Subscriber's telephone instruments, and other facilities in obtaining access to the Company's services.

1.2.V Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.1 Undertaking of the Company

2.1.A Scope

The Company is a carrier providing Intrastate domestic communications services to Customers for their direct transmission of voice, data and other types of telecommunications within the United States as described in this Tariff.

2.1.B Limitations

1. The Service provided pursuant to this Tariff is offered subject to the availability of facilities and the other provisions of this Tariff.
2. The Company does not undertake to transmit communications or messages, but rather furnishes facilities, Service and equipment for such transmissions by the Customer.
3. The Company retains the right to deny Service to any Customer failing to comply with the rules and regulations of this Tariff, or other applicable rules, regulations or laws.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.2 **Obligations of the Customer**

- 2.2.A All Customers assume general responsibilities in connection with the provision and use of the Company's Service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.
- 2.2.B The Customer is responsible for the payment of all charges for any and all Services or facilities provided by the Company to the Customer.
- 2.2.C Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.
- 2.2.D The Company reserves the right to discontinue the use of any code provided to the Customer and to substitute another code for such Customer's use.
- 2.2.E The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.
- 2.2.F Nothing contained herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.2 Obligations of the Customer (Cont'd)

- 2.2.G The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.
- 2.2.H The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for telecommunications services and/or facilities connecting the Customer and the Company.
- 2.2.I In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of this Tariff against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.
- 2.2.J The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:
- 2.2.J.1 Using the Service for any purpose in violation of any law.
- 2.2.J.2 Obtaining or attempting to obtain services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.
- 2.2.J.3 Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.2 Obligations of the Customer (Cont'd)

2.2.J.4 Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.

2.2.J.5 Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

2.2.K The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68, and for all maintenance of such equipment and/or facilities.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.3 Liabilities of the Company

- 2.3.A Except as stated in this Section 2.3, 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.
- 2.3.B The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under this Tariff applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.
- 2.3.C The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.
- 2.3.D The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer Provided Equipment, facilities or services.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.4 **Service Orders**

The Customer must place an Application for Service with the Company to initiate, cancel or change the Services provided pursuant to this Tariff. All Applications for Services must be in writing and provide, at a minimum, the following information:

- 2.4.A Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.
- 2.4.B Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from (A) above.
- 2.4.C The amount of toll service usage the Customer was billed for the two (2) months immediately preceding the request for Service if such information is applicable and available.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.5 Charges and Payments for Service or Facilities

2.5.A Deposits

2.5.A.1 The Company will not require deposits, advance payments, prepayments or financial guarantees.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.B Description of Payment and Billing Periods

- 2.5.B.1 Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company in writing or by phone.
- 2.5.B.2 When billing functions are performed by a Local Exchange Carrier (LEC), commercial credit card company or others, the payment conditions and requirements of such LECs apply, including any applicable interest.
- 2.5.B.3 In the event a Local Exchange Carrier, commercial credit card company or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own billing and collection procedures. These procedures shall be consistent with all applicable statutes, rules and regulations.

2.5.C Taxes

- 2.5.C.1 Sales tax is covered by state statute. Any fees or surcharges other than taxes will be submitted to the Commission for approval.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.D Payment and Late Payment Charge

2.5.D.1 Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due.

2.5.D.2 Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.

2.5.D.3 Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.D.1. Restoration of Service will be subject to all applicable installation charges.

2.5.E Returned Check Charge

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth herein.

2.5.F Suspension or Termination for Nonpayment

In the event of nonpayment of any bill rendered or any required deposit, the Company may, after fifteen (15) days written notice by U.S. mail and another written notice of termination via first class mail, five (5) days prior, suspend service to the Customer.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.G Credit Allowances/Service Interruptions

- 2.5.G.1 Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- 2.5.G.2 Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
- 2.5.G.3 The Customer shall notify the Company of Service failure or equipment failure. The Customer shall make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
- 2.5.G.4 Only those portions of the Service or equipment operation disabled will be credited.
- 2.5.G.5 Any credit provided to the Customer under this Tariff shall be determined in accordance with the provisions of Section 2.5.H.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.H Service Interruption Measurement

2.5.H.1 Credit Allowance

In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all Service charges billed by the Company for those Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.

The credit allowance formula is as follows:

$$\frac{A}{720} \times B = \text{Credit Allowance}$$

A= Duration of service interruption measured in hours.

B= Company's fixed monthly charges for each interrupted service.

A period of time less than six (6) hours shall not be credited. In no case shall the credit exceed the total monthly charges. No adjustments will be made for periods of noncontinuous interruptions, and no other liability shall attach to the Company in consideration of such interruption to Service.

2.5.H.2 Customer Interruptions

A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.6 Termination or Denial of Service by the Company

2.6.A The Company may, immediately and without notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend Service to any Customer:

2.6.A.1 In the event such Customer or its agent: (a) willfully damages Company equipment and/or interferes with use of Company Service by other Customers; (b) unreasonably places capacity demands upon the Company's facilities or Service; (c) violates any statute or provision of law, any rule or regulation of any state or federal regulatory agency relating to communications; (d) otherwise fails to comply with the provisions of this Tariff or applicable law; or

2.6.A.2 In the event a Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or

2.6.A.3 In the event that the Company determines that any Service is being used fraudulently or illegally, whether by a Customer or its agent.

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2. **RULES AND REGULATIONS**

2.7 **Inspection, Testing and Adjustment**

2.7.A The Company may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation or maintenance of the Customer's or the Company's equipment or connecting facilities. The Company may interrupt Service at any time, without penalty or liability to itself, where necessary to prevent improper use of Service, equipment, facilities, or connections.

2.7.B Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for its maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds four (4) hours in length.

2.8 **Directory Assistance**

2.8.A Directory Assistance will be provided by the Company as part of the Service furnished by the Company. The Customer will be billed usage at the appropriate rate when a call is placed from its telephone to directory assistance.

2.9 **Customer Complaints and Billing Disputes**

2.9.A Customer complaints and billing disputes not satisfactorily resolved may be presented by the Customer to the MO Public Service Commission, 301 W. High Street, Floor 5A N, Jefferson City, MO 65102, 1-800-392-4211.

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

3. **DESCRIPTION OF SERVICE**

3.1 Service Points

3.1.A The Company provides originating service from domestic points in the United States to domestic points identified in this Tariff.

3.1.B The Company provides terminating service from domestic points identified in this Tariff to domestic points in the United States.

3.2 Measurements

3.2.A Time-of-Day Rate Period

Time-of-Day Rate Periods are reflected in the rate found in Section 4, herein.

3.2.B Availability of Service

The Service is available at the rates listed in Section 4, through subscription to any of the domestic message telecommunication service offerings available from the Company. Each of these offerings utilize the same rate schedules but have different rates and billing increments for each of the rate schedules.

3.2.C Holiday Rates

3.2.C.1 The rates in Section 4 of this Tariff will be applicable seven days a week, twenty four hours a day.

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20 University Rd., 4th Fl.
Cambridge, MA 02138

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

3. DESCRIPTION OF SERVICE

3.3 Timing of Calls

- 3.3.A Unless otherwise indicated in this Tariff, following the initial sixty (60) seconds, calls are timed in six (6) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer. If charged in error, the Customer will be credited. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.
- 3.3.B The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," i.e., upon the seizure of an inbound trunk.
- 3.3.C The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.
- 3.3.D There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls in progress longer than sixty (60) seconds will be presumed answered.
- 3.3.E Domestic Message Telecommunications Service rates are quoted in terms of initial and additional increments. The initial increment is the first sixty (60) seconds after connection is made. The additional increments are each six (6) seconds or any fraction thereof after the initial minute.

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3. **DESCRIPTION OF SERVICE**

3.4 **Computation of Distance**

- 3.4.A All calls are rated on the basis of airline mileage locations of the caller and the called party, regardless of the call's routing.
- 3.4.B Airline mileage is obtained by using the "V" and "H" coordinates assigned to each point. To determine the airline distance between any two cities, the airline mileage is determined as follows:
 - 3.4.B.1 Obtain the "V" and "H" coordinates for each city.
 - 3.4.B.2 Obtain the difference between the "V" coordinates of each of the cities. Obtain the difference between the "H" coordinates.
 - 3.4.B.3 Square each difference obtained in step 2, above.
 - 3.4.B.4 Add the square of the "V" difference and the "H" difference obtained in step 3, above.
 - 3.4.B.5 Divide the number obtained in step 4 by 10. Round to the next higher whole number if any fraction is obtained.
 - 3.4.B.6 Obtain the square root of the whole number obtained in step 5 above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

3.5 **Method of Applying Rates**

- 3.5.A Rates are applicable seven days a week, twenty four hours a day.
- 3.5.B Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the nearest higher minute.

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3. **DESCRIPTION OF SERVICE**

3.6 Promotional Discounts

The Company may from time to time engage in special promotional service offerings designed to attract new customers or to promote existing services. Such promotional service offerings shall be subject to specific dates, times (not to exceed one year), and/or locations, and shall be subject to prior notification to and approval by the Commission. The Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion, specifying the terms of the promotion, the location and dates of the promotion.

3.7 Dialed Domestic Message Telecommunications Services

3.7.A Dialed Domestic Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing Intrastate communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer security code.

3.7.B Depending upon the service option chosen by the Customer, the charges for the use of such domestic Intrastate communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.

3.7.C All Customers shall be charged the rates identified in Section 4 herein for Business Customers.

3.8 Calling Card Service

3.8.A Calling Card Service permits Customers which have arranged for a Company-issued calling card to make calling card calls throughout the domestic United States through the use of a specific "1-800" telephone number provided by the Company. See Section 4, herein for rates.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

3. DESCRIPTION OF SERVICE

3.9 Operator Services

- 3.9.A Operator Assisted calls consist of Collect Calls, Third Party Calls, Calling Card Calls, Room Charge Calls and Person to Person Calls. These calls shall be billed based on a measured usage charge element dependent on duration, distance and time of day and a fixed surcharge element which is dependent on the type of billing selected. See Section 4 herein for rates.
- 3.9.B Company will not knowingly bill for incomplete calls where answer supervision is available, and will remove any charges for incomplete calls upon subscriber notification or Company's knowledge.
- 3.9.C Company will identify itself as the operator service provider to the caller and the billed party, if different from caller, at the time of the initial contact.
- 3.9.D Rate quotes will be given upon request, at no charge, including rate components and any additional charges.
- 3.9.E Only tariffed rates of the Company approved by the Commission shall appear on any local exchange company (LEC) billings.
- 3.9.F Company shall be listed on the LEC billing if the LEC has multi-company billing capability.
- 3.9.G Company will employ reasonable calling card verification procedures, acceptable to the company issuing the calling card.
- 3.9.H Company will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider at no charge.
- 3.9.I Upon request, Company will transfer calls to another authorized interexchange company or to the LEC, if billing can list the caller's actual origination point.
- 3.9.J Company will refuse operator services to traffic aggregators which block access to other Companies.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

3. DESCRIPTION OF SERVICE

3.9 Operator Services (cont'd)

3.9.K Company will assure traffic aggregators post and display information including (1) Company is the operator service provider, (2) detailed complaint procedures, (3) instructions informing the caller on procedures to reach the LEC operator and other authorized interexchange Companies.

4. RATES AND CHARGES

4.1 Returned Check Charge

Customer payments by check returned for insufficient funds, or otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed.

Per Occurrence \$ 30.00

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

4. **RATES AND CHARGES**

4.2 **Rate Schedules (Cont'd)**

4.2.A **Business Direct Dial Service**

1. Per Minute of Use Rates

Outbound Switched			
Monthly Bill	Month to Month	1 Year	2 Years
\$0 - \$100	\$0.211	\$0.206	\$0.201
\$101 - \$300	\$0.206	\$0.201	\$0.196
\$301 - \$600	\$0.201	\$0.196	\$0.191
\$601 - \$1000	\$0.196	\$0.191	\$0.186
\$1001 - \$2500	\$0.191	\$0.186	\$0.181
\$2500 +	\$0.186	\$0.181	\$0.176

Outbound Switched			
Monthly Bill	Month to Month	1 Year	2 Years
\$0 - \$100	\$0.211	\$0.206	\$0.201
\$101 - \$300	\$0.206	\$0.201	\$0.196
\$301 - \$600	\$0.201	\$0.196	\$0.191
\$601 - \$1000	\$0.196	\$0.191	\$0.186
\$1001 - \$2500	\$0.191	\$0.186	\$0.181
\$2500 +	\$0.186	\$0.181	\$0.176

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4. **RATES AND CHARGES**

4.2 **Rate Schedules (Cont'd)**

4.2.A **Business Direct Dial Service (con't)**

1. Per Minute of Use Rates

Outbound MTS			
Monthly Bill	Month to Month	1 Year	2 Years
\$601 - \$1000	\$0.123	\$0.120	\$0.117
\$1001 - \$2500	\$0.120	\$0.117	\$0.114
\$2500 +	\$0.117	\$0.114	\$0.111

Inbound MTS			
Monthly Bill	Month to Month	1 Year	2 Years
\$601 - \$1000	\$0.104	\$0.101	\$0.098
\$1001 - \$2500	\$0.101	\$0.098	\$0.095
\$2500 +	\$0.098	\$0.095	\$0.092

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

4. RATES AND CHARGES

4.2 Rate Schedules (Cont'd)

4.2.C Calling Card Service

1. Availability of Service

The Company issues the TCN, Inc. Calling Card and also allows Customers to utilize Calling Cards of other carriers.

2. TCN, Inc. Calling Card

Calling Card Calls completed with the Telecommunications Cooperative Network, Inc. Calling Card are available at the rates specified below.

Per Minute Rate \$0.20

4.2.D Operator Service Charges

1. Calling Cards

Dial Calling Cards	\$0.35 / per occurrence
Operator Assisted	\$0.60 / per occurrence

2. Collect Call \$1.80 / per occurrence

3. Third Party Call \$1.85 / per occurrence

4. Person to Person \$4.14 / per occurrence

5. Operator Dialed \$0.88 / per occurrence

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