

INTEREXCHANGE TOLL SERVICE

Missouri Public

REC'D SEP 05 2001

Service Commission

ADOPTION NOTICE

Effective September 7, 2001, Ciera Network Systems, Inc. d/b/a Omniplex hereby adopts all, ratifies, and in every respect makes its own as if the same had been originally filed by it, P.S.C. Mo. No. 1, filed with the Public Service Commission by Omniplex Communications Group, LLC.

Robert W. Livingston, CEO / Secretary
Ciera Network Systems, Inc.
1250 Wood Branch Park Drive, 6th Floor
Houston, Texas 77079-1212
Telephone: (281) 529 - 4030

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Service Commission

Issued: September 5, 2001

Effective: XXXXXXXXXX

Issued by:

Robert W. Livingston, CEO / Secretary
Ciera Network Systems, Inc.
1250 Wood Branch Park Drive, 6th Floor
Houston, Texas 77079-1212

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ADOPTION NOTICE

MO. PUBLIC SERVICE COMM

Effective November 14, 1997, USA eXchange, LLC, d/b/a Omniplex Communications Group changed its name to Omniplex Communications Group, LLC. Omniplex Communications Group, LLC will continue to operate the public utility formerly named USA eXchange LLC, d/b/a Omniplex Communications Group.

Omniplex Communications Group, LLC hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all tariffs schedules, rules, notices, contracts, authorities or other instruments whatsoever, filed with the Missouri Public Service Commission, State of Missouri, by USA eXchange, LLC d/b/a Omniplex Communications Group prior to November 14, 1997.

By this notice it also adopts and ratifies all supplements or amendments to any of the above schedules, etc., which USA eXchange, LLC d/b/a Omniplex Communications Group has filed with said Commission.

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Public Service Commission**

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Effective Date: APR 18 1998

Richard D. Petty
Omniplex Communications Group

USA eXchange, LLC
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RESALE INTEREXCHANGE TELECOMMUNICATIONS

SERVICE TARIFF

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743 Spirit 40 Park, Suite 250

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LIST OF WAIVED STATUTES AND REGULATIONS

The Missouri Public Service Commission in its order in the case of *In the Matter of the Application of USA eXchange LLC, d/b/a OMNIPLEX Communications Group for a Certificate of Authority to Provide Competitive Interexchange Intrastate Telecommunications Services within the State of Missouri*, Case No. TA-97-506, waived the following statutes and regulations:

STATUTES

- Section 392.210.2 -- System of Accounts
- Section 392.240(1) -- Rates--Reasonable average return on investment.
- Section 392.270 -- Property valuation
- Section 392.280 -- Depreciation rates.
- Section 392.290 -- Issuance of securities.
- Section 392.310 -- Issuance of stocks and bonds.
- Section 392.320 -- Stock dividends.
- Section 392.330 -- Issuance of securities; debts and notes.
- Section 392.340 -- Reorganization.

COMMISSION RULES

- 4 CSR 240-10.020 -- Depreciation of fund income.
- 4 CSR 240-30.010(2)(C) -- Posting of exchange rates at central operating offices.
- 4 CSR 240-30.040 -- Uniform system of Accounts
- 4 CSR 240-32.030(1)(B) and (C) -- Exchange area maps and record or access lines.
- 4 CSR 240-32.030(2) -- In-state record keeping.
- 4 CSR 240-32.050(3) through (6) -- Information concerning local service tariffs, maps, directories and telephone numbers.

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TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the page currently in effect.
- C. **Paragraph Numberings Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2
2.1
2.1.1
2.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i)(1)

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EXPLANATION OF SYMBOLS

Changes to this tariff are identified on the revised page(s) through the use of symbols. The following are the symbols used and the change indicated by them:

- (C) - To signify a changed regulation.
- (D) - To signify a discontinued rate or regulation.
- (I) - To signify an increase in rate or charge.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify a new rate or regulation.
- (R) - To signify a reduced rate or charge.
- (S) - To signify a correction or reissued matter.
- (T) - To signify a change in text but no change in rate or application.

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APPLICATION OF TARIFF

This tariff contains the regulations, rates and charges applicable to the provision of interexchange services by USA eXchange d/b/a Omniplex Communications Group for the use of Customers transmitting messages within the State.

This tariff is on file with the Commission. In addition, this tariff is available for review at the main office of USA eXchange L.L.C. d/b/a Omniplex Communications Group, located at 743 Spirit 40 Park, Suite 250, Chesterfield, MO 63005.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

Additional Period - The unit of time used for measuring and charging for a connection in excess of the Initial Period.

Authorization Code - A numerical code, one or more of which are available to Customer to enable it to access Carrier's network, and which are used by Carrier both to prevent unauthorized access to its facilities and to identify Customer for billing purposes.

Bill to Third Party - A billing arrangement by which a call may be charged to an authorized station other than the station originating the call or station where the call is terminated.

Calling Card - A billing arrangement by which a call may be charged to an authorized calling card account.

Carrier - USA eXchange d/b/a Omniplex Communications Group.

Collect Call - A billing arrangement by which the charge for a call is assessed upon the called station.

Customer - The company, individual, or other entity which orders or uses Services and is responsible for the payment of charges due and for compliance with Carrier's tariff regulations.

Customer Dialed Direct Station-to-Station - Service by which the person originating the call dials the telephone number desired, the message is connected without the assistance of an Operator, and the message is billed to the originating number.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS (Continued)

800/888 Service - An interexchange service offered pursuant to this tariff for which the customer is assigned a unique 800-xxxx or 888-xxxx number and is billed for calls terminating at that number.

Initial Period - The minimum unit of time for which a rate is charged for a connection between given points.

Local Exchange - A geographic area within which the local telephone company provides telephone services and/or facilities that are not subject to a toll charge.

Local Access and Transport Area (LATA) - A defined geographic area within which the local telephone company provides telephone services and/or facilities.

Long Distance Message Telecommunications Service (LDMTS) - Long distance telecommunications service offered between exchanges pursuant to this tariff.

Main Billed Account - The customer name, address and account number to which charges are billed.

Operator - An automated or live operator.

Operator Assisted Station-to-Station - Service by which the person originating the call asks the Operator to connect to a particular number.

Person-to-Person - Service by which the person originating the call asks the Operator to reach a particular person, mobile station, or location.

Service - Any or all service(s) provided by Carrier pursuant to this tariff.

Sub-Minute Rating - A method of charging for a connection in which the appropriate rate is assessed for an Initial Period of twenty-four (24) seconds and for each Additional Period of twelve (12) seconds thereafter.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Carrier

- 2.1.1 Service is furnished for interexchange telecommunication services originating and terminating within the State under the terms and conditions of this tariff.
- 2.1.2 Carrier shall operate and maintain Service provided hereunder in accordance with the terms and conditions set forth in this tariff.
- 2.1.3 Service is available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations on Service

- 2.2.1 Service is offered subject to the availability of the necessary facilities and subject to the provisions of this tariff.
- 2.2.2 Carrier reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when Customer is using Service in violation of the law or in violation of the provisions of this tariff, or for Customer's non-payment of billed and undisputed charges.
- 2.2.3 Service provided under this tariff is directly controlled by Carrier, and Customer may not transfer or assign the use of Service, except with the consent of Carrier. In the event of such agreed to transfer or assignment, all regulations and conditions contained in this tariff, as well as all conditions for Service, shall apply to the assignee(s) or transferee(s).
- 2.2.4 Service may not be used for any unlawful purpose.

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SECTION 2 - REGULATIONS (Continued)

2.3 Liability of the Company

- 2.3.1** Except as stated in this Section, Carrier shall have no liability for damages, including without limitation direct, consequential, special, incidental or indirect damages, arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of Carrier for willful misconduct.
- 2.3.2** The liability of Carrier for damages arising out of mistakes, interruptions, omissions, delays, errors or defects occurring in the course of establishing, furnishing, rearranging, changing, or terminating Service under this tariff, and not caused by the failure or negligence of Customer, shall in no event exceed the amounts specified in this tariff for Service interruptions. No other liability in any event shall attach to Carrier.
- 2.3.3** The Carrier shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fire, flood or other catastrophes; 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 Carrier, or of any or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or labor difficulties.
- 2.3.4** The Carrier shall not be liable for any act or omission of any other entity furnishing to Customer equipment, facilities or service used with the Service furnished in this tariff; nor shall Carrier be liable for any damages or losses due to the failure or negligence of Customer or due to the failure of customer-provided equipment or facilities.
- 2.3.5** The Carrier shall not be liable for any damages, including usage charges, Customer may incur as a result of the unauthorized use or the misuse of the Service. This unauthorized use or misuse includes, but is not limited to, the unauthorized use or misuse of Service by Customer's employees, third parties that it can prevent unauthorized use or misuse.

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SECTION 2 - REGULATIONS (Continued)

2.4 Claims

The Carrier shall be indemnified and saved harmless by customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to (A) claims for libel, slander invasion of privacy, or infringement of copyright in connection with the material transmitted over Carrier's Service or facilities; (B) claims for infringement of patent arising from the combination, connection or use of Carrier's equipment, facilities or Service with Customer-provided equipment, facilities or services; and (C) any other claim resulting from any act or omission of Customer or patron(s) of Customer relating to the use of Carrier's Service or facilities.

2.5 Discontinuance or Interruption of Service by Carrier

Carrier may under the following conditions discontinue or interrupt Service provided by Carrier.

- 2.5.1** For noncompliance with or violation of any applicable State, Municipal or Federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation.
- 2.5.2** For noncompliance with any of the provisions of this tariff governing Service.
- 2.5.3** In the event of Customer's use of Service in such a manner as to adversely affect Carrier's equipment or Service to others.
- 2.5.4** In the event of unauthorized or fraudulent use of Service.
- 2.5.5** By reason of any order or decision of a court or other government authority having jurisdiction that prohibits Carrier from furnishing Service to Customer.
- 2.5.6** In order to perform tests and inspections necessary to insure compliance with tariff regulations or the proper installation, operation, and maintenance of Carrier's equipment and facilities.

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SECTION 2 - REGULATIONS (Continued)

2.6 Cancellation or Termination of Service by Customer

Customer may, at its option, cancel or terminate the use of Service at any time. Customer remains responsible for all billed charges.

2.7 Restoration or Service

The use and restoration of Service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

2.8 Payment and Billing

2.8.1 Customer is responsible for payment of all charges for Service furnished to Customer's account, including charges for all Service originated or charges accepted at Customer's station and for charges billed Customer for Calling Card messages.

2.8.2 If notice from Customer of a dispute as to charges is not reported to a customer service representative or received in writing by Carrier within thirty (30) days after the date the charges are billed, the billing will be considered correct. Carrier shall investigate all disputed charges and shall report its findings and disposition to Customer.

2.8.3 The charges for calls are due upon receipt of the bill. Charges not paid within 30 days of the date that the charges are billed will be considered overdue.

2.8.4 Carrier may, at its election and upon fifteen (15) days written notice, disconnect Service if charges are overdue. For purposes of this section, the first day to be counted in the fifteen (15) day period shall be the date of the written notice. Carrier may disconnect on the day following the fifteen (15th) day if any overdue charges described in the written notice remain unpaid. The notice referred to in this section shall be ineffective to the extent the charges involved are part of an unresolved dispute.

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SECTION 2 - REGULATIONS (Continued)

2.9 Deposits

2.9.1 Business Customers.

Carrier may require a Customer without an established credit history to pay as a deposit a sum up to an amount equal to twice the estimated average monthly charge for usage of Services ordered from this tariff. Such deposit will be held as a guarantee of the payment of charges provided for herein. The fact that a deposit has been made in no way relieves the Customer from complying with the requirement for prompt payment of bills on presentation. At such time as the Service is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. Such a deposit may be refunded or credited to the Customer at any time prior to termination of the Service at the option of Carrier.

2.9.2 Residential Customers.

Retention and refund, with interest, of deposits posted by residential customers shall be governed by the provisions of 4 CSR 240-33.050. Interest on deposits retained by the Carrier shall be 9% per annum.

2.10 Taxes

Federal, state and local sales, use, excise and other taxes, where applicable, shall be added to the charges contained herein, unless Customer provides a properly executed certificate of exemption from such taxes. It shall be the responsibility of Customer to pay these taxes and to accept the liability of any such unpaid taxes that may become applicable.

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SECTION 2 - REGULATIONS (Continued)

2.11 Credit Allowances for Interruption of Service

A credit allowance is applicable to that duration of a call which is interrupted due to poor transmission (e.g., noisy circuit condition), one-way transmission (one party is unable to hear the other), or involuntary disconnection (cut-off) of the call caused by components of Carrier's equipment. Customer may also be granted credit for reaching a wrong number.

To receive the proper credit, Customer must notify Carrier within 30 days of the call and furnish the called number, the trouble experienced (e.g., cut-off, noisy circuit, reached wrong number, etc.), the class of call, and the appropriate time the call was placed. Customer will receive credit equivalent to one minute of use. Charges will apply to the re-established call.

Credit allowances for a call do not apply for interruptions that are due to the failure of power, equipment or systems not provided by Carrier.

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SECTION 3 - AVAILABILITY OF SERVICE

3.1 Time and Scope

Carrier offers resold interexchange telecommunications service, subject to the terms and conditions of this tariff. Service is available twenty-four (24) hours per day, seven (7) days per week.

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SECTION 4 - APPLICATION OF RATES AND CHARGES

4.1 Time Periods and Service Charges

Rates are stated in terms of Initial Period, Additional Periods, Non- Recurring Charges, Service Charges, and Surcharges.

The specific rate elements used to determine the applicable charges for a call are indicated on the respective rate schedules. The following factors are used to rate calls.

4.1.1 Initial Period

The minimum unit of time for which a rate is charged for a connection between given points.

4.1.2 Additional Periods

The unit of time used for measuring and charging for a connection in excess of the Initial Period.

4.1.3 Service Charges and Surcharge

A Service Charge applies to each Operator Assisted Station-to-Station or Person-to-Person call. This charge is added to the Initial Period and Additional Period charges.

4.1.4 Chargeable Time

Chargeable time for all Station-to-Station calls begins when connection is established between the calling station and the called station and ends when the calling station hangs up, thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the network or by an Operator.

Chargeable time for Person-to-Person calls begins when connection is established between the calling person and the particular person or station specified or an agreed alternate and ends when the calling station hangs up, thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the network or by an Operator.

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SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)

4.2 Description of Services

The following Services are offered under this tariff:

- (1) (Reserved)
- (2) Long Distance Message Telecommunications Service
- (3) 800/888 Service
- (4) Long Distance Dedicated Service
- (5) Calling Card Service
- (6) Operator Service
- (7) Directory Assistance

4.2.1 (Reserved)

4.2.2 Long Distance Message Telecommunications Service

Long Distance Message Telecommunications Service provides for the origination and termination of Customer Dialed Direct Station-to- Station toll interexchange calls. The minimum service period for Long Distance Message Telecommunications Service is one day. Rates applicable to Long Distance Message Telecommunications Service are set forth in Section 5.2 of this tariff.

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SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)

4.2 Description of Services (Continued)

4.2.3 800/888 Service

800/888 Service provides for the termination of inbound toll-free 800/888 calls to one-party exchange access lines. The minimum service period for 800/888 Service is one month. Rates applicable to 800/888 traffic are set forth in Section 5.3 of this tariff.

(A) 800/888 Number Assignment

The Customer shall be assigned an 800/888 number. Number Assignment provides for the assignment of a single ten digit 800/888 number (i.e. 800-XXX-XXXX). 800/888 Number Service allows but does not require the 800/888 Service Customer to use the number. The assigned 800/888 number will terminate to an exchange access line.

(B) Area of Service

800/888 Number Service can be selected for an area by specifying the desired area of service. Area of Service defines the geographic location from which the 800/888 Number Service Customer desires to accept calls for a given 800/888 number. The desired Area of Service must be specified by Customer at the time 800/888 Service is ordered.

(C) Determining Usage Charges

Monthly usage charges are calculated separately for each exchange access line termination. Carrier shall measure the usage of the exchange access line based on completed calls for each billing period for each rate period.

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SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)

4.2 Description of Services (Continued)

4.2.4 Long Distance Dedicated Service

Long Distance Dedicated Service provides for the origination and termination of non-switched toll interexchange calls. The minimum service period for Long Distance Dedicated Service is one month. Rates applicable to Long Distance Dedicated Service are set forth in Section 5.4 of this tariff.

4.2.5 Calling Card Service

Carrier offers the following Calling Card service(s).

(A) Subscriber-Billed Calling Card Service

Subscriber-Billed Calling Card Service is a service for which calls are charged to a subscriber's calling card and which are billed to the subscriber's account. The rate is set forth in Section 5.5 of this tariff. There is no set up charge.

(1) Customer Dialed Calling Card Station-to-Station Service allows the person originating the call to:

(a) dial the digit zero, plus the telephone number, plus a calling card number (where equipment is available) to complete the call with or without Operator assistance, or

(b) dial an 800/888 access number printed on the calling card, the telephone number, and the calling card number to complete the call with or without Operator assistance.

(2) Operator Assisted Calling Card Station-to-Station Service provides for the person originating the call to dial the Operator and place a Calling Card Station-to-Station call. Additional charges for Operator Assisted Station-to-Station calls are set forth in Section 5.6 of this tariff.

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SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)

4.2 Description of Services (Continued)

4.2.5 Calling Card Service (Continued)

(A) Subscriber-Billed Calling Card Service (Continued)

(3) Person-to-Person Service allows the person originating the call to specify the particular party to be reached by an Operator. Carrier does not undertake to bring a called party to a station who cannot be readily reached at the called station. That party may be:

- (a) a person.
- (b) a mobile station through miscellaneous Common Carrier attendant.
- (c) a station, department, or office through a PBX attendant. After the called station has been reached, if the calling party requests or agrees to speak to a party other than the party initially specified, the call is still classified as Person-to-Person. The calling party is responsible for identifying the party at the called station.

Person-to-Person charges also apply when the person originating the call asks an Operator to make arrangements with a called party to establish a call at a specified time. Additional charges for Operator Assisted Person-to-Person calls are set forth in Section 5.6 of this tariff.

4.2.6 Operator Assistance Service

Operator Assistance Service provides the Customer with access to an Operator to assist in the completion of calls. Rates applicable to Operator Assistance Service are set out in Section 5.6 of this tariff.

(A) Operator Assisted Station-to-Station calls will be billed in one of the following ways:

- (1) Subscriber - call is billed to the calling station account;
- (2) Collect - call is billed to the called station;
- (3) Calling Card - call is billed to a calling card;

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SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)

4.2.6 Operator Assistance Service (Continued)

- (4) Third Number - call is billed to a third number.
- (B) Collect calls are permissible between all stations except that the Collect Call option is not available for calls to a public or semi-public coin station.
- (C) Where answer supervision is available, the Customer will not be billed for incomplete calls. Carrier will remove any charges for incomplete calls upon (i) Customer notification or (ii) Carrier's knowledge.
- (D) Carrier will advise the caller and the billed party, if different than the caller, that Carrier is the operator service provider at the time of the initial contract.
- (E) Upon the Customer's request and at no charge, Carrier will quote rates for service, including all components and any additional charges.
- (F) Local Exchange Companies (LECs) who utilize Carrier shall enter only the Missouri Public Service Commission approved tariffed rates on their billings.
- (G) Carrier shall be listed on the LEC billing if the LEC has a multicarrier billing ability.
- (H) Carrier shall comply with calling card verification procedures mutually and reasonably agreed to by Carrier and the calling card company.
- (I) Carrier shall route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provide, at no charge.
- (J) Upon request, Carrier will transfer calls to other authorized interexchange carriers or to the LEC, if billing can list the caller's actual origination point.
- (K) Operator Assistance Services will be refused to traffic aggregators which block access to other carriers.
- (L) All traffic aggregators shall post and display information including: (1) that Carrier is the operator service provider; (2) detailed complaint procedures; and (3) instructions informing the caller on procedures to reach the LEC operator and other authorized interexchange carriers.

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SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)

4.2.7 Directory Assistance Service

Directory Assistance Service provides Customers with assistance in determining telephone numbers. Rates applicable to Directory Assistance are set forth in Section 5.7 of this tariff.

- (A) Direct Dialed Directory Assistance Service calls are dialed by the Customer and completed without the assistance of an Operator. The services of an Operator are not to be used in connection with the completing of direct dialed Directory Assistance Service calls except in the following cases:
 - (1) To reach the called Directory Assistance Service number where direct dialing facilities are not available.
 - (2) To reach the called Directory Assistance Service number when attempts by the Customer to direct dial such a call cannot be completed.
 - (3) To record the originating telephone number where no automatic recording equipment is available.
- (B) Customers placing a call to Directory Assistance may obtain the telephone number for a maximum of two listings per call. The Directory Assistance Charge applies whether or not the Directory Assistance bureau furnished the requested telephone number(s), (e.g., where the requested telephone number is unlisted, non-published or unavailable).
- (C) Calls placed to Directory Assistance via an Operator, instead of directly dialed by the Customer, will be assessed an Operator Assisted Service Charge in addition to the Directory Assistance Per Call charge. This surcharge is billed at the Operator Assistance Service Charge rate as specified in Section 5.6 of this tariff.
- (D) Charges for Directory Assistance Service are not applicable to handicapped Customers on calls placed from residence dial tone lines where a member of the Customer's household has been certified by a registered physician or a designated agency as unable to use a directory because of a visual or physical disability, or from the business dial tone line of a certified handicapped Customer where assistance is otherwise not available.

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SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)

4.3 Discount Plans

Discounts on all applicable charges set forth in Sections 5.2, 5.3, 5.4, and 5.5 are available as follows. Factors upon which discounts are available are (1) monthly calling volume; (2) number of services subscribed; and (3) term commitments. The discount schedule is set forth in Sections 4.3.1, 4.3.2, and 4.3.3. The discounts will apply on all applicable charges billed under Sections 5.2, 5.3, 5.4, and 5.5 for the month when Customer's applicable charges meet the amounts as specified in Sections 4.3.1.

Discounts set forth in this Section are cumulative.

4.3.1 Volume Discounts

Customers will receive discounts on all applicable charges billed under Sections 5.2, 5.3, 5.4, and 5.5 for the month when their total monthly undiscounted charges for all Services purchased under those Sections meet the dollar amounts specified as follows:

<u>Applicable Monthly Charge</u>	<u>Discount</u>
\$ 0 - 650.00	2.25%
\$ 651.00 - 1300.00	4.50%
\$1301.00 - 1950.00	6.75%
\$1951.00 - 2600.00	9.00%
\$2601.00 and Over	11.25%

4.3.2 Number of Services

Customers will receive discounts on all applicable charges billed for the month when they subscribe to more than one Service as follows:

<u>Number of Services</u>	<u>Discount</u>
2	2.25%
3	4.50%
4	6.75%
5	9.00%
more than 5	11.25%

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For purposes of calculating the applicable discount, each of the Services listed in Section 4.2 will be considered a separate Service.

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SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)

4.3 Discount Plans (continued)

4.3.3 Term Periods

A Customer may select a term period. The term period allows Customer to take advantage of higher discount percentages on their usage volumes for a specific time period.

- (A) The Customer must specify the term period at the time the plan is ordered.
- (B) During a term period, the Customer may elect to convert to a new term period of the same or different length. Conversion to a new term period will be allowed without penalty if the length of new term period is greater than the length of remainder of the original term period. The effective date of the new term period begins with the effective date of the customer order.
- (C) Discounts. A Customer will receive a discount off of the price of a Service set forth in Sections 5.2, 5.3, 5.4, or 5.5 when it subscribes to such Service for one or more years as follows:

<u>Term of Years</u>	<u>Discount</u>
1	2.25%
2	4.50%
3	6.75%
4	9.00%
5	11.25%

(D) Early Termination Liability

In the event a Customer terminates a term commitment prior to completion of the term period, the Customer shall be liable for an Early Termination Charge. Customer shall be required to make the immediate payment of the full undiscounted amount that would have been due for the period in which it took service plus fifty (50) percent of the average total undiscounted charges for the three full calendar months preceding the termination.

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SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)

4.4 General

4.4.1 The Initial Period shall consist of 24 seconds or any fraction thereof.

Subsequent periods shall consist of 12 seconds or any fraction thereof.

Fractional periods are rounded to full period increments for billing purposes.

4.4.2 The cost for each call record shall be rounded to the nearest tenth of a cent.

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SECTION 5 - RATES AND CHARGES

5.1 (Reserved)

5.2 Long Distance Message Telecommunications Service

The base rate for Customer Dialed Direct Station-to-Station Long Distance Message Telecommunications Service is:

	<u>Initial Minute</u>	<u>Each Add'l Minute</u>
InterLATA	\$.265	\$.265
IntraLATA	.265	.265

5.3 800/888 Service

	<u>Initial Minute</u>	<u>Each Add'l Minute</u>
InterLATA	\$.265	\$.265
IntraLATA	.265	.265

5.4 Long Distance Dedicated Service

	<u>Initial Minute</u>	<u>Each Add'l Minute</u>
InterLATA	\$.15	\$.15
IntraLATA	.15	.15

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SECTION 5 - RATES AND CHARGES (Continued)

5.5 Calling Card Service

The rate for Calling Card Service is \$0.25 per minute plus any applicable Service Charges or Surcharges. There is no set up charge.

5.6 Operator Assistance Service Charges

Station-to-Station Service

<u>Subscriber</u>	\$1.10
<u>Calling Card</u>	
Non-Automated	\$1.10
Semi-Automated	.65
Fully Automated	.35
<u>Collect</u>	
Non-Automated	\$1.10
Semi-Automated	.90
Fully Automated	.70
<u>Billed to a Third Number</u>	
Non-Automated	\$1.10
Semi-Automated	.90
Fully Automated	.70
<u>Sent Paid</u>	
Non-Automated	\$1.10
Semi-Automated	.90
<u>Person-to-Person Service (1)</u>	
Non-Automated	\$2.40
Semi-Automated	2.00
<u>Other Services</u>	
Line Status Verification	\$1.20
Busy Interrupt	1.85

5.7 Directory Assistance

A \$0.75 charge is assessed to each directory assistance call in addition to any other charges described in this tariff.

(1) Person-to-Person service may be billed to a calling card, billed as a third number or billed as collect at no additional charge.

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SECTION 6 - SPECIAL PROMOTIONS AND SERVICE AGREEMENTS

6.1 Special Promotions

Carrier 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.

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