

**REGULATIONS RATES AND SCHEDULE
OF CHARGES APPLICABLE TO
MESSAGE TELECOMMUNICATIONS SERVICES
AND OPERATOR SERVICES
FURNISHED BY**

KAPLAN TELEPHONE COMPANY, INC.

**BETWEEN POINTS
WITHIN THE UNITED STATES
FOR INTERSTATE COMMUNICATIONS SERVICES
FOR INTERSTATE CUSTOMERS
AS PROVIDED FOR HEREIN.**

Pursuant to the FCC's Second Report and Order in *Policy and Rules Concerning the Interstate, Interexchange Marketplace, Implementation of Section 245(g) of the Communications Act of 1934*, CC Docket No. 96-61, Second Report and Order, 11 FCC Rcd 20730 (1996), this tariff is cancelled in its entirety, effective July 31, 2001. Information regarding rates, terms and conditions can now be found at 118 North Irving Avenue, Kaplan, LA 70548, and also at <http://www.kaplantel.net>. For further assistance, please contact Kaplan Telephone Company, Inc. either via phone by calling 337-643-7171 or via e-mail at kaplan@kaplantel.net.

CHECK SHEET

The title page and pages 1 through 56 inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

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INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE
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

SECTION 1.

GENERAL

1.1 Application of Tariff

- A. This Tariff contains the regulations and rates applicable to the provision of Interstate Message Telecommunications Service and Interstate Operator Services, by Kaplan Telephone Company, Inc., hereafter referred to as the "Company", from its points of presence to domestic points, as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.
- 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:

A. Access Code

A sequence of numbers that, when dialed, connect the caller to the Provider or Operator Services associated with that sequence.

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 interstate telephone calls using a Provider of Operator Services.

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.

SECTION 1.

GENERAL (Cont'd)

1.2 Definitions (Cont'd)

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.

E. Billed Party

The person or entity responsible for payment of the Company's service for an Operator Assisted Call, as follows:

1. in the case of a Room Charge call, the Customer;
2. in the case of a Calling Card or Credit Card call, the holder of the calling card or credit card used by the consumer; and
3. in the case of a Collect or Third Party call, the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

F. Call Splashing

The transfer of a telephone call from one (1) Provider of Operator Services to another such provider in such a manner that the subsequent provider is unable or unwilling to determine the location of the origination of the call and, because of such inability or unwillingness, is prevented from billing the call on the basis of such location.

G. Commission

The Federal Communications Commission.

H. Common Carrier

A company or entity providing telecommunications services to the public.

SECTION 1.

GENERAL (Cont'd)

1.2 Definitions (Cont'd)

I. Company

Kaplan Telephone Company, Inc., unless the context indicates otherwise.

J. Consumer

A person initiating any interstate telephone call using Operator Services.

K. Customer

Any individual, partnership, association, trust, corporation, cooperative or governmental agency or other entity which utilizes 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.

L. Customer Dialed Calling Card Call

A Calling Card Call dialed by the Customer and may or may not require intervention by an attended operator position for completion.

M. Customer Provided Equipment

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

N. 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.

SECTION 1. GENERAL (Cont'd)

1.2 Definitions (Cont'd)

O. Domestic Message Telecommunications Service (MTS)

The term "Domestic Message Telecommunications Service" denotes the furnishing of station-to-station direct dial Interstate 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.

P. 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.

Q. Equal Access Code

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

R. Local Exchange Carrier (LEC)

A Telephone Company which furnishes local exchange services.

S. 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. When used in the Operator Services Section of this Tariff, the term refers to a charge assessed for a completed Operator Assisted Call.

SECTION 1.

GENERAL (Cont'd)

1.2 Definitions (Cont'd)

T. Operator Assisted Call

An Interstate telephone connection completed through the use of the Company Operator Services.

U. Operator Service Charge

A non-measured (fixed) charge added to a measured charge in calculating the total Tariff charges due for a completed Operator Assisted Call.

V. Operator Services

Any Interstate telecommunications service initiated from an Aggregator location that includes, as a component, any automatic or live assistance to a consumer to arrange for billing or completion, or both, of an interstate telephone call through a method other than:

1. automatic completion with billing to the telephone from which the call originated; or
2. completion via an access code used by the Consumer, with billing to an account previously established with the carrier by the Consumer.

W. 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.

X. Premise

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

SECTION 1.

GENERAL (Cont'd)

1.2 Definitions (Cont'd)

Y. Presubscribed Provider of Operator Services

The Interstate Provider of Operator Services to which the Consumer is connected when the Consumer places a call using a Provider of Operator Services without dialing an access code.

Z. Provider of Operator Services

Any Common Carrier that provides Operator Services or any other person determined by the Federal Communications Commission to be providing Operator Services.

AA. Service

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

BB. Subscriber

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

CC. 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.

DD. 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.

SECTION 2.

RULES AND REGULATIONS – INTERSTATE MTS

2.1 Undertaking of the Company

A. Scope

The Company is a carrier providing Interstate 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.

B. Limitations

1. The Services provided pursuant to this Tariff are 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 which fails to comply with the rules and regulations of this Tariff, or other applicable rules, regulations or laws.

SECTION 2. RULES AND REGULATIONS – INTERSTATE MTS (Cont'd)

2.2 Obligations of the Customer

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

SECTION 2. RULES AND REGULATIONS – INTERSTATE MTS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

- 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.
- 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.
- 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:
 - 1. Using the Service for any purpose in violation of any law.
 - 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.
 - 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.
 - 4. Using services in a manner that interferes unreasonably with the use of service by one (1) or more other Customers.

SECTION 2. RULES AND REGULATIONS – INTERSTATE MTS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

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 manner as to annoy, abuse, or harass, or to convey information of a nature or manner that renders such conveyance unlawful.

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.

SECTION 2. RULES AND REGULATIONS – INTERSTATE MTS (Cont'd)

2.3 Liabilities of the Company

- 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.
- 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.
- 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.
- 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.

SECTION 2. RULES AND REGULATIONS – INTERSTATE MTS (Cont'd)

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:

- 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.
- 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.
- 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.

SECTION 2. RULES AND REGULATIONS – INTERSTATE MTS (Cont'd)

2.5 Charges and Payments for Service or Facilities

A. Deposits

1. The Company may, in order to safeguard its interests, require a Customer to make a suitable deposit or provide a surety bond or letter of credit in the amount of the required deposit as a guarantee of the payment of charges. The Company shall have the right to require the Customer to make a deposit prior to or at any time after provision of any service, not to exceed two and one half (2 1/2) month estimated charges. The Company may increase the amount of the deposit to reflect increases to the Customer's annual bill. The Customer will receive a receipt for the deposit.
2. Any deposit as referred to in this Section shall be held by the Company to secure the payment of the Customer's bill. At the Company's option, the deposit may be refunded or credited to the Customer at any time prior to the termination of service.
3. Interest will be paid by the Company on all sums held on deposit at a rate not to exceed the rate established annually by the State Commission, respectively, for Customer deposits. The interest will be accrued for the period during which the deposit is held by the Company. Interest shall be credited annually toward current billing with the designation on the phone bill that the credit is by reason of earned credit.
4. The fact that a deposit is made does not relieve the Customer from making advance payments or from complying with the Company's regulations for the payment of bills in accordance with the terms herein. Furthermore it does not constitute a waiver or modification of the regulations of the Company providing for the discontinuance of Service for nonpayment of any sums due the Company for Service rendered.
5. Upon termination of service, and assuming deposits of the Customer are not applied as indicated in Section 2.5.A.2, the deposit will be credited to the Customer's account and any credit balance will be refunded after all amounts due the Company have been paid.
6. At the time a deposit is required, the company shall provide written information about deposits to Applicants for, or customers of business or residential service. This information will include:
 - a. The circumstances under which the company may require a deposit, or request and additional deposit.
 - b. How a deposit is calculated.
 - c. The amount of interest paid on a deposit and how this interest is calculated.
 - d. The time frame and requirement for return of the deposit to the customer.

SECTION 2. RULES AND REGULATIONS – INTERSTATE MTS (Cont'd)

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

A. Deposits (Cont'd)

7. The company will keep records to show:
 - a. The name and address of each depositor
 - b. The amount and date of the deposit

A record of each unclaimed deposit will be maintained for five (5) years, during which time the company will make a reasonable effort to return the deposit.

B. Description of Payment and Billing Periods

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. Failure to receive a bill or disconnect notice does not relieve the customer of the responsibility for payment provided the company has followed procedures for proper customer notification.
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.
3. In the event a LEC, 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.

C. Taxes, Gross Revenue, Gross Income, and Gross Earnings Surcharges

1. Sales tax is covered by State statute. Any additional applicable taxes may be covered by State or Federal statutes. Such taxes may be included on Customer bills in accordance with any applicable rules of the state or federal regulatory authority.
2. In addition to all recurring, non-recurring, minimum, usage, surcharges or special charges, the Customer identified in this Tariff shall also be responsible for and shall pay all applicable federal, state and local taxes or surcharges, including sales, use, excise, gross earnings, and gross income taxes. All such taxes shall be separately shown and charged on bills rendered by Company or its billing agent. Sales and use taxes shall be applied to all charges and shall also be applied to all applicable gross earnings, gross revenue and gross income taxes.

SECTION 2. RULES AND REGULATIONS – INTERSTATE MTS (Cont'd)

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

D. Payment and Late Payment Charge

1. Payment will be due as specified on the Customer bill, within 25 days after the billing date. 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. 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.
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 paragraph 2.5.D.1. Restoration of service will be subject to all applicable installation charges.

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. Such charge will be applicable on each occasion when a check is returned or not processed.

F. Suspension or Termination for Nonpayment

In the event of nonpayment of any bill rendered or any required deposit, the Company may, after written notice, suspend service to the Customer.

SECTION 2. RULES AND REGULATIONS – INTERSTATE MTS (Cont'd)

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

G. Credit Allowances/Service Interruptions

1. Credit for interruption of service will be allowed only when the interruption 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. Credit allowances for interruption 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.
3. The Customer shall notify the Company of interruption of service or equipment and make reasonable attempts to ascertain that the interruption 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.
4. Only those portions of the service or equipment operation disabled will be credited.
5. Any credit provided to the Customer under this Tariff shall be determined in accordance with the provisions of Section 2.5.H.

SECTION 2. RULES AND REGULATIONS – INTERSTATE MTS (Cont'd)

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

H. Service Interruption Measurement

1. 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 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.

A period of time less than twenty four (24) 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. 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.

SECTION 2. RULES AND REGULATIONS – INTERSTATE MTS (Cont'd)

2.6 Termination or Denial of Service by the Company

- 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:
1. In the event such Customer or its agent: (a) willfully damages the Company equipment, interferes with use of the Company's service by other Customers of the Company; (b) unreasonably places capacity demands upon the Company's facilities or service; or (c) violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (d) otherwise fails to comply with the provisions of this Tariff or applicable law; or
 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
 3. In the event that the Company determines that any service is being used fraudulently or illegally, whether by a Customer or its agent.

SECTION 2. RULES AND REGULATIONS – INTERSTATE MTS (Cont'd)

2.7 Special Services

A. General

For the purpose of this Tariff, Special Services are deemed to be any service requested by the Customer and provided by the Company for which there is no prescribed rate in this Tariff. Special Services charges will be developed on an individual case basis (ICB) and may be established by contract between the Company and the Customer. Such contract or ICB rates will be filed with the Commission for its approval if required by applicable rules and regulations.

B. When Applicable

Special Services rates apply in the following circumstances:

1. if at the request of the Customer, the Company obtains facilities not normally used by the Company to provide service to its Customer;
2. if at the request of the Customer, the Company provides technical assistance not normally required to provide service;
3. where special signaling, conditioning, equipment, or other features are required to make Customer provided equipment compatible with the Company's service;
4. when, at the specific request of the Customer, installation by the Company or its agent and/or routine maintenance is performed outside of the regular business hours; or
5. if installation and/or routine maintenance is extended beyond normal business hours at the request of the Customer and these circumstances are not the fault of the Company. Such circumstances include, but are not limited to, stand-by in excess of one (1) hour, weekend, holiday or night time cut-over, and additional installation testing in excess of the normal testing required to provide service.

SECTION 2. RULES AND REGULATIONS – INTERSTATE MTS (Cont'd)

2.7 Special Services (Cont'd)

C. Cancellation

If a Customer orders service requiring special facilities dedicated to the Customer's use and then cancels its order before the service begins, before completion of any minimum service periods associated with such special facilities ordered by the Company or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be made to the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such service provided, the nonrecoverable cost of such construction shall be borne by the Customer.

2.8 Special Pricing Arrangements

Customized service packages and competitive pricing arrangements at negotiated rates may be furnished on a case-by-case basis in response Customer request for such proposals or for competitive bids. Special Pricing Arrangements offered under this Tariff will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Such contracts will be filed with the Commission for approval if required by applicable rule or regulation.

2.9 Special Construction

All rates and charges quoted in this Tariff provide for the furnishing of a service when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. When the revenue to be derived from the service does not warrant the Company assuming the unusual costs of providing the necessary construction, the Customer may be required to pay all or a portion of such costs and to contract for the service for a sufficient period to warrant the construction, depending upon the circumstances in each case. The Company's charges for such special construction shall follow the same guidelines for establishing charges for Special Services as described in Section 2.8 of this Tariff.

SECTION 2. RULES AND REGULATIONS – INTERSTATE MTS (Cont'd)

2.10 Inspection, Testing and Adjustment

- 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.

- 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.

SECTION 3. GENERAL CLASSIFICATION AND DESCRIPTION OF SERVICES – INTERSTATE MTS

3.1 Service Points

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

3.2 Measurements

A. Time-of-Day Rate Period

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

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.

C. Holiday Rates

Rates applicable on certain holidays.

New Year's Day	Labor Day
Independence Day	Thanksgiving Day
Christmas Day	

On Christmas Day, New Year's Day, Thanksgiving Day, Independence Day, and Labor Day, or on resulting legal holidays when Christmas, New Years Day or Independence Day holiday fall on dates other than December 25, January 1, or July 4, the holiday rate applicable is the evening rate, unless a lower rate would normally apply.

SECTION 3. GENERAL CLASSIFICATION AND DESCRIPTION OF SERVICES
- INTERSTATE MTS (Cont'd)

3.3 Timing of Calls

- A. Unless otherwise indicated in this Tariff, calls are timed by the Company in sixty (60) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. 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.
- 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.
- 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.
- 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 which are in progress longer than one (1) minute will be presumed to have been answered.
- E. Domestic Message Telecommunications Service rates are quoted in terms of initial and additional minutes. The initial minute is the first minute or any fraction thereof after connection is made. The additional minute is each minute or any fraction thereof after the initial minute.
- F. The time of day at the calling party rate center determines what Time-of-Day rate period applies.

3. **GENERAL CLASSIFICATION AND DESCRIPTION OF SERVICES**
- INTERSTATE MTS (Cont'd)

3.4 Computation of Distance

- 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.
- 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:
 - 1. Obtain the "V" and "H" coordinates for each city.
 - 2. Obtain the difference between the "V" coordinates of each of the cities. Obtain the difference between the "H" coordinates.
 - 3. Square each difference obtained in step 2, above.
 - 4. Add the square of the "V" difference and the "H" difference obtained in step 3, above.
 - 5. Divide the number obtained in step 4 by 10. Round to the next higher whole number if any fraction is obtained.
 - 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

- A. Calls that begin in one rate period and terminate in another will be billed for the entire call duration at the rate applicable at the commencement of the call.
- B. Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the nearest higher minute.

3. **GENERAL CLASSIFICATION AND DESCRIPTION OF SERVICES**
- INTERSTATE MTS (Cont'd)

3.6 Promotional Discounts

The Company may from time to time offer promotional discounts. Such discounts will be for a specified period of time, will not exceed published rates, and will be offered to all qualifying Customers on a non-discriminatory basis, under any rules prescribed by the Commission.

3.7 Dialed Domestic Message Telecommunications Services

- A. Dialed Domestic Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing interstate 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.
- B. Depending upon the service option chosen by the Customer, the charges for the use of such domestic interstate communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.
- C. All Customers shall be charged the rates identified in Section 4.2.A for Residential Customers and in Section 4.2.B for Business Customers.

3.8 Calling Card Service

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. The rates for this service are provided for in Section 4.2.D, herein.

3.9 800 Service

800 Service is a one-way inbound service originating on feature group facilities provided by the Company and terminating on a regular telephone line. The Customer is responsible for payment of all charges associated with such terminating calls rather than the calling party.

SECTION 4.

RATES AND CHARGES – INTERSTATE MTS

4.1 Returned Check Charge

Customers whose payment by check is returned for insufficient funds, or is 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.

	<u>Residence</u>	<u>Business</u>
For instances where a check is returned or dishonored by a bank or equivalent business	\$15.00	\$15.00

4.2 Rate Schedules

A. Residential Direct Dial Service

Plan 1 - \$.13 per minute of usage per call in six (6) second increments.

Plan 2 - \$.089 per minute of usage per call in six (6) second increments.

B. Business Direct Dial Service

Plan 1 - \$.13 per minute of usage per call in six (6) second increments.

Plan 2 - \$.089 per minute of usage per call in six (6) second increments.

SECTION 4. RATES AND CHARGES – INTERSTATE MTS (Cont'd)

4.2 Rate Schedules (Cont'd)

4.2.C Calling Card Service

1. Availability of Service

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

2. KTC Travel Card

a. KTC Travel Card allows customers to dial a Universal 1-800 number, then enter a 13-digit identifier number which opens a voice mail box. At the prompt, the customer can then place their call.

b. The Company offers the following:

\$0.25 per minute (to the next full minute), with a surcharge of \$ 0.80 per use

SECTION 4. RATES AND CHARGES – INTERSTATE MTS (Cont'd)

4.2 Rate Schedules (Cont'd)

E. 800 Service

1. Non-recurring Installation Charge

In addition to the Monthly Recurring Charge and the Usage Charge described in this Section, an Installation Charge per line for each 800 Service terminating line shall be assessed at the rate specified below:

Non-recurring Installation Charge	\$ 3.00
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2. Monthly Recurring Charge

In addition to the Usage Charge described in this Section, there shall be assessed a monthly charge per line for each 800 Service terminating line at the rates specified below:

Monthly Recurring Charge	\$ 4.95*
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3. Usage Charge

800 Service is available at the same usage sensitive (per-minute) rate as specified below:

Usage Charge	\$ 0.10*
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Usage Charge with no Recurring Charge	\$ 0.18
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SECTION 5. INTRODUCTORY STATEMENT – INTERSTATE OPERATOR SERVICES

The Company provides Interstate Operator Services for telephone calls initiated from aggregator locations through contractual relationships with interstate/interLATA service providers.

5.1 Subject of Sections 5 Through 8

This Tariff contains the regulations and rates applicable to Interstate Operator Services, as defined herein, provided by the Company for telecommunications between points within the United States.

5.2 Applicability of Section 5 Through 8

- A. The rates, terms, and other conditions in Sections 5 through 8 may be changed by the Company without advance notice.
- B. Sections 5 through 8 do not apply to any Interstate Telecommunications Services offered by the Company except "Operator Services" as defined herein.
- C. The rates and regulations contained in Sections 5 through 8 do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

SECTION 6. RULES AND REGULATIONS – INTERSTATE OPERATOR SERVICES

6.1 Use of Operator Services

- A. The Company's Operator Services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of the Company's Operator Services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- C. The use of the Company's Operator Services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- D. The Company Operator Services are available for use twenty-four (24) hours per day, seven (7) days per week.

SECTION 6. RULES AND REGULATIONS – INTERSTATE OPERATOR SERVICES (Cont'd)

6.2 Responsibilities of the Company

- A. The Company shall identify itself, audibly and distinctly, to the Consumer at the beginning of each telephone call and a second time before the Consumer incurs any charge for the call.
- B. The Company shall permit the Consumer to terminate the telephone call at no charge before the call is connected.
- C. The Company shall disclose immediately to the Consumer, upon request and at no charge to the Consumer,
 - 1. a quote of its rates or charges for the call;
 - 2. the methods by which such rates or charges will be collected; and
 - 3. the methods by which complaints concerning such rates, charges, or collection practices will be resolved.
- D. The Company shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if the Company reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" numbers to interstate common carriers in violation of paragraph 6.4.A.2; or (ii) is blocking access to Equal Access codes in violation of rules the Federal Communications Commission may prescribe.

SECTION 6. RULES AND REGULATIONS – INTERSTATE OPERATOR SERVICES (Cont'd)

6.3 Liability of the Company

- A. Except as stated in this Section 6.3, 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.
- 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 in any event shall attach to the Company.
- C. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, 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 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; national emergencies, insurrections, riots, wars or other labor difficulties.
- D. The Company shall not be liable for any action or omission of any other entity furnishing facilities, equipment, or services used by a Subscriber or Consumer with the Company's Operator Service. Nor shall the Company be liable for any damages or losses due to the failure or negligence of any Subscriber or Consumer or due to the failure of Subscriber provided equipment, facilities or services.
- E. The Company shall be indemnified and saved harmless by the Subscriber from and against all loss, liability, damage and expenses, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services, and any other claim resulting from any act or omission of the Subscriber or any Consumer relating to the use of the Company's facilities.

SECTION 6. RULES AND REGULATIONS – INTERSTATE OPERATOR SERVICES (Cont'd)

6.4 Responsibilities of Subscribers

- A. The Subscriber shall post on or near the telephone instrument, in plain view of Consumers:
 - 1. The name, address, and toll-free telephone number of the Provider of Operator Services;
 - 2. A written disclosure that the rates for all operator-assisted calls are available on request, and that Consumers have a right to obtain access to the interstate common carrier of their choice and may contact their preferred interstate common carriers for information on accessing that carrier's service using that telephone; and
 - 3. The name and address of the enforcement division of the Common Carrier Bureau of the Commission, to which the Consumer may direct complaints regarding Operator Services; and
- B. Ensure that each of its telephones presubscribed to a Provider of Operator Services allows the Consumer to use "800" and "950" access code numbers to obtain access to the Provider of Operator Services desired by the Consumer; and
- C. Ensure that no charge by the Subscriber to the Consumer for using "800" or "950" access code number, is greater than the amount the Subscriber charges for calls placed using the presubscribed provider of Operator Services.
- D. The requirements of paragraph 6.4.A shall not apply to a Subscriber in any case in which State law or State regulation requires the Subscriber to take actions that are substantially the same as those required in paragraph 6.4.A.

SECTION 6. RULES AND REGULATIONS – INTERSTATE OPERATOR SERVICES (Cont'd)

6.4 Responsibilities of Subscribers (Cont'd)

- E. The Subscriber is responsible: for placing any necessary orders; for complying with Tariff regulations; and for assuring that Consumers comply with Tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Consumers. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit cards calls.
- F. The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by the Company on the Subscriber's behalf.
- G. If required for the provision of the Company's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- H. The Subscriber is responsible for arranging access to its premises at times mutually agreeable to the Company when required for personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- I. The Subscriber shall ensure: that its terminal equipment and/or system is properly interfaced with the Company's facilities or services; that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Rules of the Federal Communications Commission; and that the signals emitted do not damage equipment, injure personnel, or degrade service to other Subscribers.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company's equipment, personnel, or the quality of service to other Subscribers, the Company may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notification, terminate the Subscriber's service.

SECTION 6. RULES AND REGULATIONS – INTERSTATE OPERATOR SERVICES (Cont'd)

6.4 Responsibilities of Subscribers (Cont'd)

- J. The Subscriber must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligence or the willful act of the Subscriber, Consumers, or others, by improper use of equipment provided by the Subscriber, Consumers, or others.
- K. The Subscriber must pay for the loss through theft of any of the Company's equipment installed at Subscriber's premise.

SECTION 6. RULES AND REGULATIONS – INTERSTATE OPERATOR SERVICES (Cont'd)

6.5 Responsibilities of the Consumer

- A. The Consumer is responsible for compliance with the applicable regulations set forth in this Tariff.
- B. The Consumer is responsible for establishing its identity as often as necessary during the course of a call.
- C. The Consumer is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.
- D. The Consumer is responsible for providing the Company with a valid method of billing for each call. The Company reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

SECTION 6. RULES AND REGULATIONS – INTERSTATE OPERATOR SERVICES (Cont'd)

6.6 Cancellations or Interruption of Services

- A. Without incurring liability, the Company may discontinue Operator Services to a Subscriber or to a particular Subscriber location, or may withhold the provision of ordered or contracted services under the following conditions:
1. for nonpayment of any sum due the Company after issuance of the bill for the amount due;
 2. for violation of any of the provisions of this Tariff;
 3. for violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services; or
 4. by reason of any order or decision of a court, public service commission or Federal regulatory body or other government authority prohibiting the Company from furnishing its services.

SECTION 6. RULES AND REGULATIONS – INTERSTATE OPERATOR SERVICES (Cont'd)

6.6 Cancellation or Interruption of Services (Cont'd)

- B. Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with Tariff regulations and the proper installation and operation of the Subscriber and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

- C. Service may be discontinued by the Company, without notice to the Subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take action to prevent unlawful use of its service. The Company may restore service as soon as it can be provided without undue risk.

6.7 Billing Arrangements

A. Collect, Calling Card and Third Party Calls

Charges for calls of this type will be included on the Billed Party's regular hour business telephone bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company. The Company will not bill an interexchange telephone call to a billing card number which is issued by another Provider of Operator Services, and permits the identification of the other provider, unless the call is billed at a rate not greater than the other provider's rate for the call, the Consumer requests a special service that is not available under Tariff from the other provider, or the Consumer expressly consents to a rate greater than the other provider's rate.

B. Credit Card Calls

Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.

SECTION 6. RULES AND REGULATIONS – INTERSTATE OPERATOR SERVICES (Cont'd)

6.7 Billing Arrangements (Cont'd)

C. Room Charge Calls

When requested by the Consumer, and authorized by the Subscriber, the charges may be provided for inclusion on the hotel or motel bill of the Consumer. In such cases, the Company will provide a record of the call detail and charges to the hotel or motel for such billing purposes. The Subscriber is solely responsible for the collection of room charges from its guests, and remains liable to the Company for all Room Charge calls regardless of whether such charges are in fact collected from the Consumer.

D. Unanswered Calls

The Company will not bill for unanswered calls in areas where Equal Access is available, nor will the Company knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, the Company will cancel or refund all such charges upon request of the Billed Party. Any call for which the billed duration exceeds one (1) minute shall be presumed to have been answered.

E. Call Splashing

The Company will not engage in Call Splashing, unless the Consumer requests to be transferred to another Provider of Operator Services, the Consumer is informed prior to incurring any charges that the rates for the call may not reflect the rates from the actual originating location of the call, and the Consumer then consents to be transferred.

SECTION 6. RULES AND REGULATIONS – INTERSTATE OPERATOR SERVICES (Cont'd)

6.7 Billing Arrangements (Cont'd)

F. Billing Entity Conditions

When local exchange telephone companies perform billing functions on behalf of the Company, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact the Company directly. If there is still a disagreement about the disputed amount after investigation and review by the carrier, the Billed Party may file an appropriate complaint with the Federal Communications Commission. The address of the Federal Communications Commission is listed below:

Enforcement Division
Federal Communications Commission
Room 6202
Washington, D.C. 20554

SECTION 7. DESCRIPTION OF SERVICES – INTERSTATE OPERATOR SERVICES

The Company offers Operator Services pursuant to this informational Tariff. All Operator Services are offered for the purpose of completing interstate telephone calls to any ten-digit telephone number (area code plus seven-digit local number) in the United States.

A. Collect Calls

A call for which charges are billed, not to the originating telephone number, but to the destination or termination telephone number.

B. Third Party Calls

Calls for which charges are billed, not to the originating telephone number, but to a third party telephone number, which is neither the originating nor the terminating telephone number.

C. Calling Card Calls

A call for which charges are billed, not to the originating telephone number, but to a telephone calling card issued either by a local exchange or long distance telephone company for this purpose.

D. Room Charge Calls

A call placed with the assistance of an operator, for which charges are collected by the Subscriber, normally a hotel or motel, from the guest or occupant of the room from which the call originated. A call of this type requires that the Company communicate the call detail and charges back to the originating Subscriber location following the completion of the call. This service is provided only where authorized by the Subscriber.

SECTION 7. DESCRIPTION OF SERVICES – INTERSTATE OPERATOR SERVICES (Cont'd)

E. Person-to-Person Calls

A call which is placed under the stipulation that the caller will speak only to a specific called party. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. Any of the types of calls described in A. to D., above, may optionally be placed on a person-to-person basis. The caller must arrange with the operator to make a person-to-person call; otherwise, all calls will be treated as station-to-station.

SECTION 8.RATES AND SERVICE CHARGES – INTERSTATE OPERATOR SERVICES

8.1 Application of Rate Tables

The total charge for each completed operator assisted call consists of the following charge elements:

- A. a fixed Operator Service charge, as set forth in Section 8.5.A, following, which will be dependent on the type of billing selected (i.e., calling card, third party or other) and/or the completion restriction selected (i.e., station-to-station or person-to-person); and
- B. other charges as set forth in Section 8.5.B., following.

8.2 Taxes

All Federal excise taxes, and state and local sales, use and similar taxes, are billed as separate line items and are not included in the quoted rates.

8.3 Timing of Calls

Billing for calls placed over the Company network is based in part on the duration of the call. Timing of each call begins as specified below, and ends when the called party hangs up.

- A. Collect Calls - Timing begins when the called party accepts the responsibility for payment.
- B. Person-to-person Calls (other than Collect) - Timing begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- C. All other Calls - Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection.

SECTION 8. RATES AND SERVICE CHARGES – INTERSTATE OPERATOR SERVICES (Cont'd)

8.4 Computation of Distance

All measured usage charges are based on the airline mileage between rate centers associated with the originating and the terminating points of the call. The method to calculate airline mileage is described in Section 3.4.

8.5 Rates and Service Charges

A. Collect, Third-party, Operator Station, Person-to-Person and Customer Dialed Calling Card

1.	Station to Station	
	Collect	\$ 2.15
	Third Number Billed	\$ 2.25
	Operator Handled	\$ 2.20
2.	Calling Card	\$.80
3.	Person-to-Person	\$ 4.50
4.	Verification	\$ 4.00
5.	Interruption	\$ 4.00
6.	Operator Assistance	\$ 1.00

SECTION 8. RATES AND SERVICE CHARGES – INTERSTATE OPERATOR SERVICES (Cont'd)

B. Directory Assistance

Interstate Directory Assistance calls obtained by dialing 1-NPA-555-1212 will be completed at the rates specified below:

Directory Assistance Service Charge	\$ 0.85
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