

ORIGINAL

TARIFF OF
TTI NATIONAL, INC.

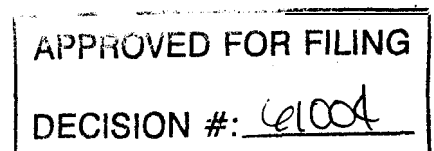
Issued: August 25, 1998

Effective: September 25, 1998

by:

Charles J. Gardella
TTI National, Inc.
515 East Amite Street
Jackson, MS 39201

Docket No. T-03197A-96-0324
Decision No. 61004



CHECK SHEET

Pages 1 through 27 inclusive of this tariff and Price List Pages PL-2 are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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* indicates new or replaced page

**ADMINISTRATIVELY
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Randee Klindworth
TTI National, Inc.
707 17TH Street, Suite 4200
Denver, CO 80202

TARIFF FORMAT**ORIGINAL**

- 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 Numbering 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
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).1
2.1.1.A.1.(a).1.(i)
2.1.1.A.1.(a).1.(i).(1)
- D. **Check Sheets** - When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. AU revisions made in a given filing are designated by an asterisk (*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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SYMBOLS**ORIGINAL**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (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 mte or regulation.*
- (R) - To signify a reduced rate or change.*
- (S) - To signify a correction or reissued matter.*
- (T) - To signify a change in text but no change in rate or regulation.*

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APPLICATION OF TARIFF

This tariff contains the regulations, rates and charges applicable to the provision of interexchange telecommunications services by TTI National, Inc. for the use of Customers transmitting messages within the State of Arizona, subject to the jurisdiction of the Arizona Corporation Commission ("Commission").

This tariff is on file with the Arizona Corporation Commission. In addition, this tariff is available for review at the office of TTI National, Inc., located at 515 East Amite Street, Jackson, MS. 39201.

Effective August 1, 2001, pursuant to the direction of the Federal Communications Commission (FCC), TTI National is canceling its federal tariffs for services with certain exceptions, including those pertaining to exchange access, casual calling, and basic long distance service during a 45-day period for customers who sign up for TTI National service with a Local Exchange Carrier (LEC). International services for Residential and Small Business customers will also remain tariffed through January 27, 2002. Also, beginning August 1, 2001, service descriptions, definitions, terms and conditions, and pricing for state-to-state services no longer federally tariffed may be found at <http://www.ttinational.com> or by calling 1-800-893-5094.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS**ORIGINAL**

Access Line - A facility arrangement which connects Customer's location to Carrier's network switching center.

Account Code - A series of digits entered by Customer to associate a call with a particular department, cost center, or client. A non-verified Account Code shall be accepted **if it** contains the proper number of digits. A verified Account Code shall only be accepted **if it can be** matched with a number on the list of valid Account Codes provided by Customer.

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. Multiple authorization codes may be assigned to identify individual users on the account.

Carrier - TTI National, Inc.

Commission - The Arizona Corporation Commission

Conversation Minutes - For billing purposes calls are billed based on Conversation Minutes, which begin when the called party answers, as determined by answer supervision, and end when either party disconnects.

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

Day - From 8:00 AM up to but not including 5:00 PM Monday through Friday.

Non-Day - AU hours other than those included in the **Day** period, as indicated above.

Off Peak - The period of time during any given day that begins at 5:01 pm and ends at 7:59 am. This period is specified to categorize charges for communications usage.

Peak - The period of time during any given day that begins at 8:00 am and ends at 5:00 pm. This period is specified to categorize charges for communications usage.

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ORIGINAL

SECTION 1 - DEFINITION OF TERMS MD ABBREVIATIONS (Continued)

POP - A point-of-presence of the underlying carrier within the state or LATA.

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

Underlying Carrier - The carrier that furnishes switches and transmission facilities for the carriage of the customer services upon the order of TTI National, Inc.

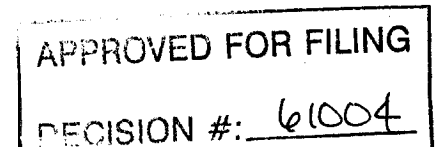
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ORIGINAL**SECTION 2 - REGULATIONS****2.1 Undertaking of the Carrier**

2.1.1 Service is furnished for telecommunications originating at specified points within the State of Arizona under the terms and conditions of this tariff.

2.1.2 Carrier shall install, operate, and maintain Service provided hereunder in accordance with the terms and conditions set forth in this tariff.

2.1.3 Carrier neither owns nor operates telecommunications facilities within the State of Arizona, but rather resells telecommunications services provided by other carriers. Notwithstanding the foregoing, Customer shall be considered a customer of Carrier, and not a customer of any other carrier.

2.1.4 Carrier may, when authorized by Customer, act as Customer's agent for ordering dedicated Access Lines or facilities provided by other carriers to allow connection of Customer's locations to the network of an underlying carrier. Customer shall be responsible for all charges due for such service arrangements.

2.1.5 Service is provided on a 'monthly basis unless ordered on a longer term basis, and 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 non-payment by Customer.

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SECTION 2 - REGULATIONS (Continued)**ORIGINAL****2.2 Limitations on Service (Continued)**

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 prior written consent of Carrier. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this tariff, as well as all conditions for Service, shall apply to all such permitted assignees or transferee.

2.2.4 Service may not be used for any unlawful purpose.

2.3 Limitations on Liabilities

2.3.1 Carrier's liability shall be limited to damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing Service, and not caused by mistakes or errors of Customer. No liability shall commence prior to activation of Service. In no event shall such liability exceed an amount equivalent to the proportionate charge to Customer for the period during which the aforementioned faults in transmission occur.

2.3.2 Carrier shall not be liable for, and Customer indemnifies and holds Carrier harmless from, any and all losses, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by Customer or by any other party, for any personal injury to, or death of, any person or persons, for any loss, damage, defacement or destruction of the premises of Customer or any others, or for libel, slander, invasion of privacy, or infringement of copyrights or patents, or for any other causes, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use including, but not limited to, use in an explosive atmosphere of its Service or facilities, of the services, channels or equipment of others, provided that such occurrence is not the result of Carrier's negligence. No agents or employees of other carriers shall be deemed to be agents or employees of Carrier.

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SECTION 2 - **REGULATIONS** (Continued)**ORIGINAL**2.3 **Limitations on Liabilities** (Continued)

2.3.3 *Carrier shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from Customer's premises, and the placement of calls through Customer-controlled or Customer-provisioned equipment, that are transmitted over Carrier's network without the authorization of Customer. Customer shall be fully liable for all such usage charges.*

2.4 **Cancellation or Discontinuance of Service by Carrier**

*Without incurring any liability, Carrier may under the following conditions cancel Service prior to commencement or discontinue Service that is being furnished, provided that, unless otherwise stated, Customer shall be given **fifteen** (15) days written notice of such cancellation or discontinuance of Service.*

2.4.1 *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, provided that lesser notice may be required by order of such regulatory authorities.*

2.4.2 *For Customer's refusal to provide reasonable access to Carrier or its agents for the purpose of inspection and maintenance of equipment owned by **Carrier**.*

2.4.3 *For noncompliance with any of the provisions of this **tariff** governing Service.*

2.4.4 *For nonpayment of any sum due **Carrier** for more than thirty (30) days **after** delivery of an invoice to the custody of the U.S. Mail or other standard delivery service.*

2.4.5 *Without notice, in the event of Customer's use of equipment in such a manner as to adversely **affect Carrier's** equipment or Service to others.*

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SECTION 2 - REGULATIONS (Continued)**ORIGINAL****2.4 Cancellation or Discontinuance of Service by Carrier (Continued)**

2.4.6 Without notice, in the event of unauthorized or fraudulent use of Service. Whenever Service is discontinued for unauthorized use of Service, Carrier may, before restoring Service, require Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate unauthorized use and to pay to Carrier an amount reasonably estimated by Carrier as the loss in revenues to Carrier resulting from such unauthorized use plus claims lodged against Carrier by third parties.

2.4.7 Without notice, 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 Cancellation or Termination of Service by Customer

2.5.1 Customer may cancel Service by giving notice to Carrier up to the day Service is scheduled to commence.

2.5.2 If Customer orders Service which requires special construction or facilities for Customer's use, and then cancels its order before Service begins, a charge shall be made to Customer for the non-recoverable portions of the expenditures or liabilities incurred on behalf of Customer by Carrier.

2.5.3 Customer may terminate Service by giving thirty (30) days prior written notice, provided that Customer shall be responsible for all charges incurred to the date of termination, including, but not limited to, all charges to Carrier by other carriers for Service provided to Customer, including, but not limited to, termination charges.

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SECTION 2 - REGULATIONS (Continued)**ORIGINAL****2.6 Restomtion of Service**

The use and restomtion 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.

2.7 Payment and Billing

2.7.1 Service is provided and billed on a monthly basis. Usage sensitive charges are billed in arrears and fixed monthly recurring charges, if any, are billed one month in advance.

2.7.2 Bills are due and payable upon receipt. Interest at the lesser of a rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, shall be charged on any amount remaining unpaid after thirty (30) days from delivery of an invoice to the custody of the U.S. Mail or other standard delivery service.

2.7.3 The security of Customer's Authorization Codes is the responsibility of Customer. All calls placed using Customer's Authorization Codes or using facilities owned or controlled by Customer shall be billed to Customer and must be paid by Customer.

2.7.4 Carrier reserves the right to examine the credit record of an applicant or Customer. A Customer whose Service has been discontinued for non-payment of bills shall be required to pay any unpaid balance due to Carrier before Service is restored.

2.7.5 If notice from Customer of a dispute as to charges is not received in writing by Carrier within thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service, the billing will be considered correct and binding.

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SECTION 2 - **REGULATIONS** (Continued)**ORIGINAL**

2.8 Deposits

Carrier does not require or collect deposits from Customers.

2.9 Advance Payments

Carrier does not require or collect advance payments from Customers.

2.10 Taxes

Service may be subject to state and/or local taxes at the prevailing rates, if Service originates and terminates in the State of Arizona. AU such taxes (e.g., gross receipts tax, sales tax, and municipal utilities tax) are listed as separate line items on the Customer's invoice and are not included in the rates and charges listed herein.

2.11 Terminal Equipment

Service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX or key telephone system. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of Customer, except as otherwise provided. Customer is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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SECTION 2 - REGULATIONS (Continued)**ORIGINAL****2.12 Interconnection**

Service furnished by Carrier may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

2.13 Inspection, Testing and Adjustment

2.13.1 Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether tariff requirements are being complied with in the installation, operation, and maintenance of Customer's or Carrier's equipment. Carrier may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.

2.13.2 Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier by Customer for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to Carrier.

2.13.3 Carrier shall not be liable to Customer for any damages for Service interruption pursuant to this Section. Customer shall not be entitled to any credit for interruption of Service pursuant to this Section when the interruption of Service is less than two (2) consecutive hours.

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SECTION 2 - REGULATIONS (Continued)**ORIGINAL****2.14 Interruption of Service**

2.14.1 *Customer shall be given a credit allowance for any interruption of Service which is not due to (a) Carrier's inspection, testing or adjustment, if for a period of two (2) hours or less; (b) mistakes or errors of Customer; or (c) the failure of facilities or equipment provided by Customer. Credit allowances shall be subject to the general liability provisions set forth in Section 2.3 herein. It shall be the obligation of Customer to notify Carrier immediately of any interruption of Service for which a credit allowance is desired. Before giving such notice, Customer shall ascertain that the trouble is not being caused by action or omission of Customer, or is not in facilities or equipment, if any, furnished by Customer and connected to Carrier's facilities.*

2.14.2 *For the purposes of credit computation, every month shall be considered to have seven hundred twenty (720) hours.*

2.14.3 *No credit shall be allowed for any interruption of Service of a continuous duration of less than two (2) hours.*

2.14.4 *Customer shall be credited for an interruption of Service of thirty (30) minutes or more at the rate of 1/720th of the monthly non-usage sensitive charges for the Service affected for each half hour or major fraction thereof that the interruption continues. The formula for calculating credit shall be as follows:*

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

"A " = *Outage time in hours*

"B " = *Total monthly fixed, non-usage sensitive charge for affected facility*

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SECTION 3 - DESCRIPTION OF SERVICE**ORIGINAL****3.1 Availability of Service**

Carrier offers resold interexchange telecommunications service to any person or company within its service area who desires to be a Customer, subject to the terms and conditions of this tariff. Service is available twenty-four (24) hours per day, seven (7) days per week.

3.2 Timing of Calls

3.2.1 Usage sensitive charges are based on the actual usage of Carrier's network. Such charges are measured in Conversation Minutes.

3.2.2 Chargeable time for Customer shall begin when the called party answers, as determined by hardware answer supervision, provided that such capabilities are available from the local telephone company. If hardware answer supervision is not available, then Carrier will employ software answer supervision, and up to sixty (60) seconds of ringing will be allowed before billing. Chargeable time for a call shall end upon disconnection by either party.

3.2.3 The initial period (minimum call duration) for billing purposes varies by service offering and is indicated in Section 4.2.

3.2.4 Unless otherwise specified in this tariff, usage for billing purposes is measured and rounded to the next higher six (6) second increment after the initial period.

3.2.5 No charges apply for incomplete calls. If Customer believes it has been incorrectly billed for an incomplete call, Carrier shall, upon notification, investigate the circumstances of the call and issue a credit when appropriate.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**ORIGINAL****3 . 3 Service Offerings**

Applicable rate schedules for the following services are provided in Section 4 - Rates.

3.3.1 Dial Access Business Service

Dial Access Business Service is a time-of-day outbound long distance service offered to business Customers. Dial Access Business Service Customers utilize feature group D access.

3.3.2 Dial Access Business Service Plus

Dial Access Business Service Plus is an outbound long distance service offered to business Customers. Dial Access Business Service Customers utilize Feature Group D access.

3.3.3. Dial Access Business Service Carrier Specific

Dial Access Business Service Carrier Specific is an outbound long distance service using a specified underlying carrier.

3.3.4 Dedicated Access Business Service

Dedicated Access Business Service is an outbound long distance service offered to business Customers. Dedicated Access Business Customers utilize dedicated Access Lines.

3.3.5. Dedicated Access Business Service Carrier Specific

Dedicated Access Business Service is an outbound long distance service provided through a specific carrier that is offered to business Customers. Dedicated Access Business Service Customers utilize dedicated Access Lines. Dedicated Access Business Service Carrier Specific is an outbound long distance service using a specified underlying carrier.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**ORIGINAL****3.3 Service Offerings (Continued)****3.3.6 Dial Access 800 Service**

Dial Access 800 Service is an inbound long distance service offered to business Customers. Dial Access 800 Service calls are terminated over the Customer's local telephone lines.

3.3.7 Dial Access 800 Service Carrier Specific

Dial Access 800 Service is an inbound long distance service offered to business Customers. Dial Access 800 Service calls are terminated over the Customer's local telephone lines. Dial Access 800 Service Carrier Specific is a long distance service using a specified underlying carrier.

3.3.8 Dedicated Access 800 Service

Dedicated Access 800 Service is an inbound long distance service offered to business Customers. Dedicated Access 800 Service calls are terminated over dedicated Access lines.

3.3.9. Dedicated Access 800 Service Carrier Specific

Dedicated Access 800 Service is an inbound long distance service offered to business Customers. Dedicated Access 800 Service calls are terminated over dedicated Access Lines. Dial Access Business Service Carrier Specific is a long distance service using a specified underlying carrier.

3.3.10 Tmvel Card Service

Tmvel Card Service is an outbound long distance service offered to both residential and business customers. This service will enable the customer to call from locations other than the primary site using a specific access code.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.3 Service Offerings (Continued)**

ORIGIN

3.3.11. Tmvel Card Service Carrier Specific

Tmvel Card Service is an outbound long distance service offered to both residential and business customers. This service will enable the customer to call from locations other than the primary site using a specific access code. Tmvel Card Service tinier Specific is an outbound long distance service using a specified underlying carrier.

3.3.12. Combined Business Calling Plan Service

Combined Business Calling Plan Service is an outbound, inbound (800) and travel card service. The Combined Business Calling Plan contains two options: Option A is geared towards residential and small business customers and Option B is geared towards medium-sized business customers.

Conversation Minutes for Combined Business Calling Plan Switched Access Service are billed in eighteen (18) second initial increments and are rounded to the next higher six (6) second increment thereafter. Conversation Minutes for Combined business calling Plan Dedicated Access Services are billed in six (6) second initial increments and are rounded to the next higher six (6) second increment thereafter (except dedicated inbound (800) product calls are billed in thirty (30) second initial increments). Combined Business Calling Plan Tmvel Card Service is billed at an initial sixty (60) second increment and rounded to the next higher six (6) second increment thereafter. Applicable mte schedules for Combined Business Calling Plan Services are provided in the section entitled RATES AND CHARGES.

3.4 Dedicated Access Lines

Dedicated Access Lines may be required to connect Customer locations to the POP of an underlying carrier. Such dedicated Access Lines, when required, shall be the sole responsibility of Customer. Notwithstanding such responsibility, Carrier shall, upon Customer's request, order such dedicated Access Lines from the underlying carrier on behalf of Customer, and shall pass-through to Customer without mark-up all related recurring and non-recurring charges.

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SECTION 4 - RATES AND CHARGES

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4.1 General

4.1.1 Conversation Minutes, reflecting usage sensitive charges resulting from use of Service, are billed in increments of six (6) seconds. Following the initial period (minimum billing period), as defined in Section 4.2, all charges are rounded to the next higher six (6) second increment for billing purposes.

4.1.2 There are no installation charges or monthly recurring charges for these services, other than the pass-through installation charges and/or monthly recurring charges associated with the use of dedicated Access Lines provided by an underlying carrier.

4.2 Initial Periods

4.2.1 The initial period for all Services is six (6) seconds.

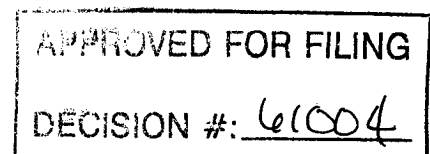
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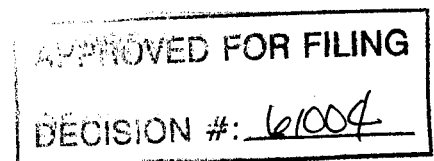


SECTION 4 - RATES AND CHARGES (Continued)**4.3 Basic Service Rates****ORIGINAL****4.3.6 Dial Access Business Service Carrier Specific - IXC Service B***Usage Sensitive Charges (Measured in 6 Second Increments):**Rate Per Minute (all rate periods) \$0.1224***4.3.7 Dial Access Business Service Carrier Specific - IXC Service C***Usage Sensitive Charges (Measured in 6 Second Increments):**Rate Per Minute (all rate periods) \$0.1484***4.3.8 Dedicated Access Business Service***Usage Sensitive Charges (Measured in 6 Second Increments):**Rate Per Minute (All Rate Periods) \$0.1005***4.3.9 Dedicated Access Business Service Carrier Specific - WiTel***Usage Sensitive Charges (Measured in 6 Second Increments):**Rates Per Minute Peak: \$0.1005 Off Peak: \$0.0863***4.3.10 Dial Access 800 Service***Usage Sensitive Charges (Measured in 6 Second Increments):**Rate Per Minute (AU Rate Periods) \$0.1927**Non-Usage Sensitive Charges:**Per 800 Number Per Month \$ 2.00*

Issued: August 25, 1998

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by:

Charles J. Gardella
TTI National, Inc.
515 East Amite Street
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Decision No. 61004

SECTION 4 - RATES AND CHARGES (Continued)

ORIGINAL

4.3 Basic Service Rates

4.3.11 Dial Access 800 Business Service Carrier Specific - IXC Service A

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute (all rate periods) \$0.1493

Per 800 Number Per Month \$2.00

4.3.12 Did Access 800 Business Service Carrier Specific - IXC Service B

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute (all rate periods) \$0.1313

Per 800 Number Per Month \$2.00

4.3.13 Did Access 800 Business Service Carrier Specific - WiTel A

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute Peak: \$0.2153 Off Peak: \$0.18503

Per 800 Number Per Month \$2.00

4.3.14 Dial Access 800 Business Service Carrier Specific - WiTel B

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute Peak: \$0.1849 Off Peak: \$0.1573

Per 800 Number Per Month \$2.00

4.2.15 Dial Access 800 Business Service Carrier Specific - WiTel C

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute Peak: \$0.2243 Off Peak: \$0.1927

Per 800 Number Per Month \$2.00

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SECTION 4 - RATES AND CHARGES (Continued)**ORIGINAL****4.3 Basic Service Rates****4.3.16 Dedicated Access 800 Service****Usage Sensitive Charges (Measured in 6 Second Increments):****Rate Per Minute (All Rate Periods) \$0.0863****Non-Usage Sensitive Charges:****Per 800 Number Per Month \$ 2.00****4.3.17 Dedicated Access 800 Carrier Specific Service - WiTel****Usage Sensitive Charges (Measured in 6 Second Increments):****Rate Per Minute Peak: \$0.1005 Off Peak: \$0.0863****Per 800 Number Per Month \$2.00****4.3.18 Travel Card Service****Usage Sensitive Charges (Measured in 6 Second Increments):****Rate Per Minute (AU Rate Periods) \$0.2300****Non-Usage Sensitive Charges:****Per Call Charge \$0.40****4.3.19 Travel Card Service Carrier Specific - TTI Service A****Usage sensitive charge per call: \$0.2300****Measured in 6 Second Increments****Per Call Charge \$0.40**

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SECTION 4 - RATES AND CHARGES (Continued)**ORIGINAL****4.3 Basic Service Rates (Continued)****4.2.20 Travel Card Service Carrier Specific - TTI Service B**

Usage sensitive charge per call: Measured in 6 Second Increments	\$0.2400
Per Call Charge	\$0.40

4.3.21 Travel Card Service Carrier Specific - TTI Service C

Usage sensitive charge per Call: Measured in 6 Second Increments	\$0.2500
Per Call Charge	\$0.40

4.3.22 Combined Business Calling Plan Service**Option A - Base Rates - Commercial**

	<u>Switched</u>	<u>Dedicated</u>
Outbound	.1175	.0669
Inbound (800)	.1175	.0669

Option B - Base Rates - Residential

	<u>Switched</u>	<u>Dedicated</u>
Outbound	.1293	.0736
Inbound (800)	.1293	.0736

Travel Card

Option A	\$0.2500
Option B	\$0.1950
Option C	\$0.1750

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SECTION 4 • RATES AND CHARGES (Continued)

4.3 Basic Service Rates (Continued)

4.3.23 Business Benefit Service'

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Business Benefit Service offers a unified service for single or multi-location Customers using switched and toll-free (in WATS) termination. The Business Benefit package includes the availability of outbound and inbound (toll-free).

4.3.23.1 Usage Charges

Billing Increments: Business Benefit Switched Outbound Access Service is billed in six (6) second increments and is rounded to the next higher six (6) second increment with an eighteen (18) second per call minimum, Business Benefit Switched Inbound Access Service is billed in six (6) second increments and is rounded to the next higher six (6) second increment with an eighteen (18) second per call minimum; International, Business Benefit Service is billed in six (6) second increments and is rounded to the next higher six (6) second increment with an thirty (30) second per call minimum. All fractional per call charges will be rounded to the nearest whole cent.

	<u>Rate Per Minute</u>	<u>Directory Assistance</u>
Switched Outbound and Inbound	\$0.12	\$1.10

4.3.23.2 Business Benefit Term Plan

The Business Benefit Term Plan is a term plan, in lieu of all other tariffed term plans. This plan is only available to customers subscribing to Business Benefit Service. Customers who subscribe to service via the Business Benefit Term Plan are subject to the following conditions:

Definition of Terms For purposes of the Business Benefit Term Plan, the following definitions apply.

Qualifying Volume is the customer's total usage of the following, after the application of promotional and other discounts: domestic and international inbound; outbound; Card. Charges for the following are not included as Qualifying Volume and are not calculated in satisfaction of the Business Benefit Term Plan volume commitment: Directory Assistance usage and surcharges; recurring and non-recurring charges; Operator Assisted usage and surcharges; monthly recurring and non-recurring charges; and taxes.

¹ Effective March 2, 2001, this service will no longer be available to new subscribers. N

SECTION 4 - RATES AND CHARGES (Continued)**4.3 Basic Service Rates (Continued)****4.3.23 Business Benefit Service****4.3.23.2 Business Benefit Term Plan (Cont.)**

- 4.3.23.2.1 Term Commitment and Renewal Ootions:** A customer must commit to service for a term of either month-to-month, one or two years. The term of service will commence with the provisioning of service following the execution of the Business Benefit Term Plan agreement. A plan will automatically renew for an equivalent term and volume commitment upon expiration of its term, unless the customer provides written notification to cancel the Business Benefit Term Plan, which must be received by no more than 30 days after expiration of the existing term. If the customer cancels the existing term plan within 30 days after expiration of the existing term, the customer will receive the discounts for which the customer qualifies during the 30-day period following the expiration of the existing term of service.
- 4.3.23.2.2 Volume Commitment:** A customer must meet a monthly minimum usage requirement of \$25.00 excluding taxes, fees, monthly recurring and non-recurring usage charges.
- 4.3.23.2.3 Underutilization Charaes:** Beginning in the month following execution of the Business Benefit Term Plan, if at the end of any monthly period of the term of service, a customer fails to satisfy its monthly volume commitment, the customer must pay the difference between the customer's actual Qualifying Volume usage in that monthly period and the customer's monthly volume commitment.

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SECTION 4 - RATES AND CHARGES (Continued)4.3 Basic Service Rates (Continued)4.3.23 Business Benefit Service (Cont.)4.3.23.2 Business Benefit Term Plan (Cont.)

4.3.23.2.4 Cancellation or Discontinuance With Liability: Discontinuance of all services furnished under the Business Benefit Term Plan prior to the expiration of the committed term of service constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge as follows: Customers subscribing under an annual volume commitment will be required to pay a charge in an amount equal to (i) the Under-utilization Charge for the monthly period of termination and, (ii) the customer's monthly volume commitment for each month remaining in the annual period of termination.

4.3.23.2.5 Maximum Rates: Customers will receive up to the following per minute rates based upon term commitment:

Month-to-Month	\$0.2500
1 and 2 Year	\$0.2500

4.3.23.3 Business Benefit Month to Month Only Term Plan

The Business Benefit Month to Month Only Term Plan is a term plan, in lieu of all other tariffed term plans. This plan is only available to customers subscribing to Business Benefit Service who can demonstrate to the Company's reasonable satisfaction that 100 percent of the customer's usage which is calculated in satisfaction of the customer's monthly volume commitment under this Term Plan is usage carried by an interexchange telecommunications carrier other than TTI National prior to the customer's enrollment in this Term Plan. Customers who subscribe to service via the Business Benefit Term Plan are subject to the following conditions:

4.3.23.3.1 Definition of Terms: For purposes of the Business Benefit Month to Month Only Term Plan, the following definitions apply.

Certain material previously located on this page can now be found on page 26.6

SECTION 4 - RATES AND CHARGES (Continued)4.3 Basic Service Rates (Continued)4.3.23 Business Benefit Service (Cont.)4.3.23.3 Business Benefit Month to Month Only Term Plan(Cont.)4.3.23.3.1 Definition of Terms (Cont.)

Qualifying Volume is the customer's total usage of the following, after the application of promotional and other discounts: domestic and international inbound; outbound; Card. Charges for the following are not included as Qualifying Volume and are not calculated in satisfaction of the Business Benefit Month to Month Only Term Plan volume commitment: Directory Assistance usage and surcharges; recurring and non-recurring charges; Operator Assisted usage and surcharges; monthly recurring and non-recurring charges; and taxes.

4.3.23.3.2 Term Commitment and Renewal Options: A customer must commit to service for a term of either month-to-month, one or two years. The term of service will commence with the provisioning of service following the execution of the Business Benefit Month to Month Only Term Plan agreement. A plan will automatically renew for an equivalent term and volume commitment upon expiration of its term, unless the customer provides written notification to cancel the Business Benefit Month to Month Only Term Plan, which must be received by no more than 30 days after expiration of the existing term. If the customer cancels the existing term plan within 30 days after expiration of the existing term, the customer will receive the discounts for which the customer qualifies during the 30-day period following the expiration of the existing term of service.

4.3.23.3.3 Volume Commitment: A customer must meet a monthly minimum usage requirement of \$25.00 excluding taxes, fees, monthly recurring and non-recurring usage charges.

(All material on this page is new)

ORIGINAL**SECTION 4 - RATES AND CHARGES (Continued)**4.3 Basic Service Rates (Continued)4.3.23 Business Benefit Service (Cont.)4.3.23.3 Business Benefit Month to Month Only Term Plan(Cont.)

- 4.3.23.3.4 Underutilization Charges: The following charges will apply. Beginning in the month following execution of the Business Benefit Month to Month Only Term Plan, if at the end of any monthly period of the term of service, a customer fails to satisfy its monthly volume commitment, the customer must pay the difference between the customer's actual Qualifying Volume usage in that monthly period and the customer's monthly volume commitment.
- 4.3.23.3.5 Cancellation or Discontinuance With Liability: Discontinuance of all services furnished under the Business Benefit Month to Month Only Term Plan prior to the expiration of the committed term of service constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge as follows:
- 4.3.23.3.6 Customers subscribing under an annual volume commitment will be required to pay a charge in an amount equal to (i) the Under-utilization Charge for the monthly period of termination and, (ii) the customer's monthly volume commitment for each month remaining in the annual period of termination.
- 4.3.23.3.7 Rates: Customers will receive up to the following per minute rates based upon term commitment:

Month-to-Month \$0.2500

(All material on this page is new)

SECTION 4 - RATES AND CHARGES (Continued)4.3 Basic Service Rates (Continued)4.3.24 Wholesale Affinity Program

The Wholesale Affinity Program is a benefit package which allows individual users who are members of participating business entities to take advantage of the per minute usage rates below. Calls will be billed in six-second increments and rounded to the next higher six-second increment with an eighteen-second per call minimum. All fractional per call charges will be rounded to the nearest whole cent. Customers who select direct billing via credit card will receive the Calling Card Service rate, all other customers will receive the Standard rate. Calling Card calls will be billed in six-second increments and rounded to the next higher six-second increment with a sixty-second per call minimum.

Outbound and Inbound Switched Voice Service	\$0.1175
Calling Card Service	\$0.1450
Standard Calling Card Service	\$0.1600

4.3.25 Affinity Programs

The Company offers discounts ranging from 1% to 25% off its Combined Calling Plan Service or reduced per unit rates to members of entities which agree to sponsor or otherwise promote the Company and its service offerings. The actual discount level(s) or rate(s) per unit will vary depending on total number of members and/or total combined membership billings.

4.3.25.1 Affinity Programs Option A

Under this plan members of Affinity Program Option A are Customers who subscribe to service through a Sponsor, which is not a Customer under this Option.

Rates: Switched outbound and switched inbound call charges are subject to an 18-second minimum initial period and additional 6-second increments. If the computed charges for a call include a fraction of a cent, the fraction will be rounded to the nearest whole cent.

The following maximum per-minute usage charges will apply:

<u>Call Type</u>	<u>Per-Minute Rate</u>
Switched Outbound	\$0.25
Switched Inbound	\$0.25

Certain material previously located on page 26.3 can now be found on this page.

SECTION 4 - RATES AND CHARGES (Continued)4.3 Basic Service Rates (Continued)4.3.26 Agency Program No. 1

Agency Program No. 1 offers 1 +, dedicated outbound, inbound, and calling card service during all time of day rate periods. Customers may enroll in any one of the following program options: (1) one-year term plan for switched access service; (2) one-year term plan for dedicated access service; or (3) month-to-month plan for switched access service only.

Term Plans: Term plan customers are subject to the monthly minimums as follows:

Switched access \$ 25
Dedicated access \$1000

Term plan customers are also subject to the following provisions:

Underutilization: For each monthly period of a customer's term of service in which a customer's Agency Program No. 1 usage charges (including intrastate usage, but not including any other applicable charges imposed by the Company or a third party) fails to equal or exceed the applicable monthly minimum, the customer will be billed and required to pay an amount equal to the difference between the customer's actual usage and the applicable monthly minimum.

Termination with Liability: If a customer terminates service prior to the expiration of the customer's term of service under this plan, the customer will be billed and required to pay an amount equal to the applicable monthly minimum for each monthly remaining in the customer's term of service at the time of actual termination. These charges will apply in addition to all incurred usage charges.

Billing Increments: 1 +, dedicated outbound, and inbound calls will be subject to an 18-second minimum duration. Calls that are more than 18 seconds will be billed in 6-second increments. Calling card calls will be subject to a 60-second minimum call duration, and calls that are more than 60 seconds will be billed in 6-second increments. If the computed charge for a call includes a fraction of a cent, the charge will be rounded to the nearest whole cent.

Rates: 1 +, Dedicated Outbound and Inbound Service: Customers will be charged up to the following per minute rates for 1 +, dedicated outbound, and inbound intralata/intrastate calls.

<u>Switched outbound/inbound</u>	
Term plan	\$0.2300
Month-to-month	\$0.2400
<u>Dedicated outbound/inbound</u>	
	\$0.1000.

Calling Card: Customers will be charged up to \$1 .00 per minute for calling card calls. Customers will be charged up to \$2.00 per call surcharge.

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SECTION 4 - RATES AND CHARGES (Continued)4.3 Basic Service Rates (Continued)4.3.27 New Business Benefit Service

New Business Benefit Service offers a unified outbound and inbound service for single or multi-location Customers using switched, dedicated, and/or New Business Benefit calling card access. The New Business Benefit package includes the availability of outbound, inbound (toll free) and calling card services.

New Business Benefit Switched Outbound Service, Dedicated Outbound Service, Switched Inbound Service, and Dedicated Inbound Services are billed in an eighteen (18) second initial increment and is rounded to the next higher six (6) second increment, Switched Inbound Service is billed in an eighteen (18) second initial increments and is rounded to the next higher six (6) second increment. New Business Benefit Calling Card Service is billed at an initial sixty (60) second increment and rounded to the next higher six (6) second increment thereafter. All fractional per call charges will be rounded to the nearest whole cent.

Rates and Charges

Customers will be charged the following per minute usage charges for New Business Benefit Service Switched Outbound and Switched Inbound Service.

Maximum Switched Outbound/Inbound available on a Month-to-Month basis:

Option 1: Available to all customers of New Business Benefit Service on a month-to-month basis.

InterLATA: \$.2500
IntraLATA: \$.2500

Option 2: Available to eligible members of a qualified services affinity group on a month-to-month basis.

InterLATA/IntraLATA: \$.2500

Option 3: Available to eligible members of a qualified Direct Sales Affinity Member Group on a month-to-month basis.

InterLATA: \$.2500
IntraLATA: \$.2500

ALL MATERIAL ON THIS PAGE IS NEW.

SECTION 4 - RATES AND CHARGES (Continued)

4.3 Basic Service Rates (Continued)

4.3.27 New Business Benefit Service (Cont.)

Rates and Charges (Cont)

Maximum Switched Outbound/Inbound available on a Month-to-Month basis: (Cont.)

New Business Benefit Service Option 3a Savings Plan I

New Business Benefit Service Option 3a Savings Plan I: A variation of Option (New Business Benefit Service Option 3a), New Business Benefit Service Option 3a Savings Plan I offers reduced in-state Dial-I rates for an additional monthly recurring charge up to \$10.00.

Customers enrolled in this plan may place intraLATA and interLATA Dial-I calls at the rate of \$0.30 per minute.

Option 5: Available to new and existing residential and business customers of New Business Benefit Service subscribing via Switched Access on a month to month basis that agree to meet a \$25.00 minimum monthly usage agreement.

InterLATA/IntraLATA: \$. 1500

Maximum Dedicated Outbound/Inbound

Option 4: Available to all customers of New Business Benefit Service subscribing via Dedicated Access who commit to a 1 or 2 year term and a monthly volume usage commitment of \$1,000.

InterLATA/IntraLATA: \$.2500

Maximum Calling Card Service

The following per-minute rate will apply to card usage: **\$0.50**

SECTION 4 - RATES AND CHARGES (Continued)4.3 Basic Service Rates (Continued)4.3.27 New Business Benefit Service (Cont.)Term Plans:Term/Volume Commitment

Customers who access New Business Benefit Service via dedicated access (Option 4) must subscribe to the Service under a term plan, which equals or exceeds 1 year. The qualifying volume usage of a customer who accesses New Business Benefit via Dedicated access must equal or exceed \$1,000 in each monthly period of the Term of service. Qualifying volume usage only includes Dedicated Inbound/Outbound service.

Underutilization Charge

If at the end of any monthly period of the term of Service, a customer fails to satisfy its monthly volume usage commitment, the Customer must pay the difference between the customers actual volume usage in the monthly period and the customers monthly qualifying volume usage commitment of \$1,000. (Applies to Option 4 only.)

Cancellation or Discontinuance With Liability:

Discontinuance of all services furnished under the New Business Benefit Term Plan prior to the expiration of the committed term of service constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge as follows:

Customers subscribing under an annual volume commitment will be required to pay a charge in an amount equal to i) the Underutilization Charge for the monthly period of termination, and ii) the customer's monthly volume commitment for each month remaining in the annual period of termination.

ALL MATERIAL ON THIS PAGE IS NEW.

SECTION 4 - RATES AND CHARGES (Continued)4.3 Basic Service Rates (Continued)4.3.28 Business Success Service

Business Success Service provides outbound and toll free switched and dedicated service and calling card service to single or multi-location Customers.

Service Availability:

- a) Service Types: Available service is:
Business Success Service Switched Outbound and Inbound, which is outbound and toll free service which originates and terminates, respectively, via switched access;

Business Success Service Dedicated Outbound and Inbound, which is outbound and toll free service which originates and terminates, respectively, via dedicated access;

Business Success Service Outbound Calling Card Service, which is service which originates via calling card access.

- b) Service Option Availability:
Business Success Service Switched Outbound and Inbound, and Outbound Calling Card Service, is available on a month-to-month basis. Customers may enroll in business success service outbound calling card service without enrolling in other business success service offerings.

Business Success Service Dedicated Outbound and Inbound Service is available under a 1 or 2 year term of service under a Business Success Service Dedicated Service Term Plan. Customers who subscribed to service via this term plan are subject to the following conditions:

Definition of Terms:

For purposes of the Business Success Service Term Plan, the following definition applies: Qualifying Volume is the customer's total domestic and international Business Success Service Dedicated Outbound Service usage after the application of promotional and other discounts. The following are not included as Qualifying Volume: Directory Assistance charges; monthly recurring and non-recurring charges; and taxes.

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Denver, CO 80202

SECTION 4 . RATES AND CHARGES (Continued)4.3 Basic Service Rates (Continued)4.3.28 Business Success Service (Cont.)**Term Commitment and Renewal Options:**

A Customer must commit to service for a term of 1 or 2 years. The term of service will commence with the provisioning of service following the execution of the Business Success Service Dedicated Service Term Plan by a customer and the Company. A plan will automatically renew for an equivalent term and volume commitment upon expiration of its term, unless the customer provides written notification to cancel the New Business Benefit Dedicated Service Term Plan, which must be received by the Company no more than 30 days after expiration of the existing term. If the customer cancels the existing term plan within 30 days after expiration of the existing term, the customer will receive the discounts for which the customer qualifies during the 30-day period following the expiration of the existing term of service.

Volume Commitment:

A customer's Qualifying Volume usage must equal or exceed \$3,000.00 in each monthly period of the term of service, beginning with the fourth month after customer enrolls in this service.

Underutilization Charge:

If during any monthly period of the term of service, a customer fails to satisfy its monthly volume commitment, the customer must pay the difference between the customer's actual Qualifying Volume usage in that monthly period and the customer's monthly volume commitment.

Cancellation or Discontinuance with Liability:

Discontinuance of all services furnished under the Business Success Dedicated Service Term Plan prior to the expiration of the committed term of service constitutes discontinuance of the plan. Customers subscribing to the Business Success Service Dedicated Term Plan who discontinue the plan will be required to pay a charge in an amount equal to i) the Underutilization Charge for the monthly period of the termination and ii) the customer's monthly volume commitment for each month remaining in the annual period in which termination occurs.

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SECTION 4 - RATES AND CHARGES (Continued)4.3 Basic Service Rates (Continued)4.3.28 Business Success Service (Cont.)

Monthly minimum charge:

Business Success Service Switched Outbound and Inbound, and Outbound Calling Card Service: A per-account per-month minimum charge will apply if a customer's usage charges under this plan are less than the specified amount per account per month. This per-account charge will be applied against the customer's Business Success Service usage in the month it is charged.

Business Success Service Dedicated Outbound and Inbound Service For switched outbound and toll free service: A minimum charge may apply to this service.

Rates and Charges:

Usage Sensitive Charges:

Business Success Service switched and dedicated outbound and inbound Service:

Dial-I and Toll Free Rate Per Minute: (Measured in 18-second initial and 6-second additional increments)

Switched: up to \$0.50

Dedicated: up to \$0.50

Business Success Service Calling Card Service:

Customers may elect either Business success calling card option 1 or business success calling card Option 2 as described below. All calling card calls are measured in 18-second Initial and 6-second additional increments:

Business success calling card option 1:

Customers of business success Calling card option 1 will receive a per-minute rate up to \$1 .00 and a Per-call surcharge up to \$2.00 for all business success service direct dial Calling card calls.

Business Success Calling Card Option 2:

For a monthly recurring charge, customers of Business Success service will receive a per-minute rate up to \$1 .00 and a per-call surcharge up to \$2.00 for all Business Success Service direct dial calling card calls.

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ORIGINAL**SECTION 4 - RATES AND CHARGES (Continued)****4.4 Other Service Charges****4.4.1 Account Codes**

Monthly Charge for Non-Verified Account Codes: None

Monthly Charge for Verified Account Codes: \$10.00

4.4.2 Re-establishment of Service

Non-Recurring Charge for Re-establishment of Service: \$ 20.00

4.4.3 Returned Check

Returned Check Charge (Per Check): \$ 20.00

4.4.4 Directory Assistance

Charge Per Directory Assistance Call: \$ 1.10 (I)

4.5 Employee Concessions

No employee concessions are offered under this tariff.

4.6 Special Promotions

Carrier may, from time to time, waive or vary the rates and charges associated with certain services for promotional, market research, or other similar purposes. In no case, shall the resulting rates and charges exceed the rates and charges listed in this tariff for the same services.

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1.	<u>Business Benefit Plan Term Plan</u>		
	Month-to-Month		\$0.1200
	1 and 2 Year		\$0.1200
2.	<u>Business Benefit Month to Month Only Term Plan</u>		\$0.1200
3.	<u>Affinity Programs</u>		
	Affinity Programs Option A		\$0.1200
4.	<u>Agency Program No. 1</u>		
	Switched - Outbound/Inbound		
	Month-to-Month		\$0.1200
	1 and 2 Year		\$0.1150
	card		\$0.1490
	Dedicated		\$0.0641
5.	<u>New Business Benefit Service</u>		
	<u>Switched Outbound/Inbound available on a Month-to-Month basis:</u>		
	<u>Option 1:</u>	InterLATA:	\$.1200
		IntraLATA:	\$.1200
	<u>Option 2:</u>	InterLATA/IntraLATA:	\$.1 180
	<u>Option 3:</u>	InterLATA:	\$.1200
		IntraLATA:	\$. 1200
	Option 3a		
	Savings Plan I		\$0.09
	<u>Option 5:</u>	InterLATA/IntraLATA:	\$.0590
	<u>Dedicated Outbound/Inbound</u>		
	<u>Option 4:</u>	InterLATA/IntraLATA:	\$.0641
	<u>Calling Card Service:</u>		\$0.139
6.	<u>Directory Assistance</u>		\$1.10

N
N

ORIGINAL7. Business Success Service

Monthly minimum charge:	\$25.00
Dial land Toll Free per minute usage rates:	
Switched	\$0.1583
Dedicated	\$0.0668
Business Success Service Calling Card Service:	
Option 1	
Per minute usage rate	\$0.139
Per call surcharge	\$0.00
Option 2	
Monthly recurring charge	\$0.99
Per minute usage rate	\$0.099
Per call surcharge	\$0.00

All material on this page is new.

**ADMINISTRATIVELY
APPROVED FOR FILING**