

OPERATOR SERVICES

Specialized Common Carrier Service

Regulations and Rates

of

NEW COMMUNICATIONS ONLINE AND LONG DISTANCE, INC.

This tariff includes the rates, charges, terms and conditions of service for the provision of intrastate operator assisted telecommunications service by New Communications Online And Long Distance, Inc. between locations in Indiana.

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Issued By: Kenneth Mason, Vice President
180 S. Clinton Ave.
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OPERATOR SERVICES

CHECK SHEET

The pages of this tariff, as listed below, are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

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OTHER CARRIERS

None

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

ABBREVIATIONS

- LEC Local Exchange Company
- MTS Measured Toll Service
- PBX Private Branch Exchange

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SECTION 1 - DEFINITIONS

The following definitions are applicable to this tariff:

Access Line - A local channel for voice, data, or video communications which connects the Customer location to a location of the Company or its underlying carrier.

Account - The Customer who has agreed, orally or in writing, to honor the terms of service established by the Company. An Account may have more than one service billed to the same Customer address. An Account may include multiple locations for the same Customer.

Aggregator - Any person or other legal entity that may be a Customer and, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for telephone calls using a provider of operator services.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer upon access to the Company's system to identify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Business Customer - For the purpose of this tariff, a Business Customer is a Customer of the Company whose primary use of the Company's service is for business purposes. A Business Customer is also a Customer who accesses the Company's service using an access line that has been assigned a business class of service by the local service provider.

Calling Card Call - A Calling Card Call is an operator assisted or automated call placed by a Customer where the call charges are billed to a local telephone company issued authorization code rather than to the originating or terminating telephone number.

Collect Call - A billing arrangement by which the charges for a call may be billed to the called party, provided the called party agrees to accept the charges.

Commission - The Indiana Utility Regulatory Commission.

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SECTION 1 - DEFINITIONS, (Cont'd.)

Company - New Communications Online And Long Distance, Inc.

Company's Point of Presence - Location of the serving central office associated with access to the Company's or its underlying carrier's network.

Consumer - A person who is not a Customer who initiates any telephone calls using operator services.

Customer - Any person, firm, partnership, corporation or other entity which subscribes to or uses service under the terms and conditions of this tariff. The Customer is responsible for the payment of charges for service offered by the Company which are subscribed to or used by the Customer. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes.

Customer Dialed Calling Card - A service whereby the Customer dials all of the digits necessary to route and bill the call to a valid non-Company calling card or credit card.

Equal Access - The ability of the Company to serve Customers on a presubscribed basis rather than through the use of dial access codes.

Initial And Additional Period - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 82-0192.

LEC - Local Exchange Company

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SECTION 1 - DEFINITIONS, (Cont'd.)

Operator Station Call - A service whereby the Customer places a non-Person to Person call with the assistance of an operator (live or automated.)

Person to Person Call - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Premises - The physical space designated by the Customer for the termination of the Company's service.

Residential Customer - For the purpose of this tariff, a Residential Customer is a Customer of the Company whose primary use of the Company's service is for personal use in a house, apartment or other residential dwelling unit. A Residential Customer is also a Customer who accesses the Company's service using an access line that has not been assigned a business class of service by the local service provider.

Sub-Minute Rating - Consists of an initial period rated at the appropriate initial period rate. Each increment thereafter is rated at the appropriate additional period rate which is less than one full minute.

Switched Access - A method for reaching the Company through the local service provider's switched network whereby the Customer uses standard business or residential local lines.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

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SECTION 2 - TERMS AND CONDITIONS

2.1 Undertaking of the Company and Locations of Service

The Company's service is furnished to Customers for communications originating and terminating within the State of Indiana under the terms of this tariff. The Company's service is available twenty-four hours per day, seven days per week.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.2 Use of Service

- 2.2.1 Service may be used for any lawful purpose for which it is technically suited.
- 2.2.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company or its underlying carrier, as appropriate.
- 2.2.3 Recording of telephone conversations transmitted over service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.3 Limitations of Service

- 2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.3.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.3.4 The Company reserves the right to refuse to process Third Party Billed calls when the billed party and/or standard validation techniques do not confirm acceptance, or based on characteristics of the originating location.
- 2.3.5 The Company reserves the right to refuse to process calling card billed calls when authorization for use of the card cannot be validated or to prevent the unlawful use of service.
- 2.3.6 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.7 Service is offered subject to restrictions imposed upon the Company by any authority having authority over the Company's provision of service.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.4 Assignment or Transfer

The Customer may not transfer or assign the use of service offered by the Company without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.5 Liabilities of Company

2.5.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, but not limited to, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

2.5.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.5 Liabilities of Company, (cont'd.)

2.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with state and federal laws.

2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, servants, employees, or customers, or by facilities or equipment provided by the Customer.

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2.6 Liability of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of litigation and reasonable attorney's fees) against:

- 2.6.1 Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- 2.6.2 Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- 2.6.3 All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, servants, employees, or customers, in connection with any service or facilities or equipment provided by the Company.

2.7 Taxes and Fees

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.7.1 Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.7 Taxes and Fees, (cont'd.)

2.7.1 Pay Telephone Surcharge, (cont'd.)

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information that the originating station is an eligible pay telephone.

Rate per Call	\$0.50
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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including, but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

2.9 Installation

No installation at the Customer's Premises is required to use the Company's service. Service is initiated by request of the Customer. The Company may refuse to provision service when the Company cannot verify that the party requesting the Company's service is authorized to request or to change service.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.10 Payment for Service

- 2.10.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. Late payment fees for Customers who have their charges billed by an affiliated local exchange company will be the late payment fee applied by the affiliated local exchange company to overdue charges. Customers that are not billed by an affiliated local exchange company may be charged a late payment of 1.5% per month, or the maximum amount allowed by law, whichever is lower. The late payment fee will apply to any overdue charges and will begin to accrue no sooner than the 25th day after the billing date or as allowed by law. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer, and the Customer will pay, all such fees and expenses reasonably incurred. Collection fees on overdue charges apply in addition to all applicable late payment charges and shall begin to accrue when the Account is assigned to an outside collection agency.
- 2.10.2 The Customer is responsible for payment of all charges for service furnished to or used by the Customer, or the Customer's agents, servants, employees or customers. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported to the Company or its billing agent within six months after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.10 Payment for Service, (cont'd.)

- 2.10.3 The security of the Customer's Authorization Codes is the responsibility of the Customer. All calls placed using such Authorization Codes shall be billed to and shall be the obligation of the Customer. The Customer is responsible for all calls placed via their Authorization Code, whether such use is as a result of the Customer's intentional or negligent disclosure of the Authorization Code or otherwise. However, the Customer shall not be responsible for charges in connection with the unauthorized use of Authorization Codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such Authorization Codes.
- 2.10.4 The Company reserves the right to assess a charge of \$20.00, or the maximum amount allowed by law, whenever a check or presented for payment of service is not accepted by the institution upon which it is written.
- 2.10.5 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.11 Deposits

2.11.1 The Company reserves the right to examine the credit record of the Customer, using any lawful sources for determining credit standing. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to three month's estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.

2.11.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.12 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months' estimated billing.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.13 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence or other wrongful act or omission of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer. Interruptions caused by Customer-provided, or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. For purposes of credit computation, every month shall be considered to have 30 days. For all Company services, no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For message rated services, credits will be limited to, at maximum, the price of the call that was in progress at the time of the service interruption.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.14 Cancellation and Restoration of Service

Service continues to be provided until canceled by the Customer or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

2.14.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore services as soon as it can be provided without undue risk.

2.14.2 Cancellation by the Customer

The Customer may have service discontinued upon written or verbal notice to the Company. The Customer shall pay the Company for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

2.14.3 Refusal, Suspension or Cancellation by the Company

Service may be discontinued for cause as indicated below. Service will not be disconnected for nonpayment on any day on which the Company's office is closed to the public, or after twelve (12:00) noon of the day immediately preceding any day on which the utility office is not open to the public. Unless otherwise specified below, service to any Customer shall not be disconnected for a violation of any rules or regulation of the Company or for nonpayment of a bill, except (5) days after the date of mailing of a written notice to such Customer to the address shown in the Customer's records or after personal delivery of the notice to the Customer or to a responsible member of the Customer's household. No disconnect notice will be rendered prior to the date on which the account becomes delinquent.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.14 Cancellation and Restoration of Service

2.14.3 Refusal, Suspension or Cancellation by the Company, (cont'd.)

- A. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.
- B. For returned checks: The Customer whose check or is returned unpaid for any reason, after two attempts at collection, shall be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- C. For lack of use: The Company, by written notice to the Customer, may refuse, suspend or cancel service in the same manner as provided for nonpayment of overdue charges if after three full billing cycles the service has not been used.
- D. For violation of law or this tariff: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, only when:
 - 1. a condition dangerous or hazardous to life, physical safety or property exists; or
 - 2. upon order by any court, the Commission or other duly authorized public authority; or
 - 3. if fraudulent or unauthorized use of service is detected and the utility has reasonable grounds to believe the affected Customer is responsible for such use; or

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.14 Cancellation and Restoration of Service

2.14.3 Refusal, Suspension or Cancellation by the Company, (cont'd.)

D. (cont'd.)

4. if the Company's equipment has been tampered with and the Company has reasonable grounds to believe that the affected Customer is responsible for such tampering; or
5. if the Company's equipment is used in a manner disruptive to the service of other Customers; or
6. in extraordinary circumstances where unlimited access to the toll network may result in substantial loss of revenue to the Company. In such cases, reasonable efforts should be undertaken to discuss circumstances with the Customer prior to disconnection.

2.14.4 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.15 Application for Service

The Company reserves the right to require Customers to make application(s) for service in writing using forms provided by the Company. Upon acceptance of an application for service by the Company, all applicable provisions in the Company's tariffs, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Requests for additional service and changes to service, upon acceptance by the Company, become a part of the agreement for service, provided that each item of additional service shall be subject to the applicable minimum term of service. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable tariffs of the Company, as amended from time to time, which are lawfully on file. Any change in rates or other tariff provisions which are lawfully made and for which required Notice has been given shall be deemed to modify all agreements for service affected by such changes without further notice by Company to the Customer. Customer provision of false information, or a failure by the Customer to provide material information, in an application for service, (either written or verbal) shall be deemed an attempt to avoid payment or to otherwise defraud the Company. In such instances, the Company may terminate, suspend, or refuse service in accordance with this tariff without further obligation or liability to the Customer.

2.16 Interconnection

2.16.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.16.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.16 Interconnection, (cont'd.)

2.16.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

2.17 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for 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.

2.18 Minimum Service Period

The minimum service period is one month (30 days), unless otherwise specified by tariff or contract.

2.19 Local Charges and Cellular Air Time Charges

In certain instances, the Customer may be subject to local exchange company charges or message unit charges or to cellular company air time charges to access the Company's network or to terminate intrastate calls. The Company shall not be responsible for any such charges incurred by the Customer in gaining access to the Company's network.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.20 Other Rules

- 2.20.1 The Company reserves the right to validate the credit worthiness of Customers through available verification procedures.
- 2.20.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.
- 2.20.3 For demonstration or promotional purposes, services offered to Residential Customers may be provided on a temporary basis over telephone lines designated with a Business class of service or installed in business locations.
- 2.20.4 Demonstration or promotional calls of up to 10 minutes may be offered to existing or prospective Customers to demonstrate new services at no charge to the Customer. Such offerings will be limited to specific locations and dates and may include originating and/or terminating restrictions.

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OPERATOR SERVICES

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

- 3.1.1 The Company provides telecommunications services between locations within the State of Indiana. The Company's service charges are based upon call duration, time of day rate period, mileage, and/or call type.
- 3.1.2 Presubscribed service is offered from locations served with equal access end offices.
- 3.1.3 Intrastate service is offered as an add-on to interstate service.
- 3.1.4 The Company's service is available twenty-four hours per day, seven days a week.
- 3.1.5 Unless otherwise specified in the product description in this tariff, services offered include interLATA and intraLATA long distance service where presubscription is available. Where intraLATA presubscription to the Company is not available, the Company will offer intraLATA toll service to Customers who presubscribe to the Company's interLATA long distance services provided that the Customers dial 10 and the Company's identification code.

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OPERATOR SERVICES

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.2 Calculation of Distance

Usage charges for all mileage sensitive services are based on the airline distance between the rate center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the applicable rate centers as defined by Telecordia (formerly Bellcore) and on file with the FCC in AT&T FCC Tariff No. 10, in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the rate center of the originating and the destination points.

Step 2 - Obtain the difference between the "V" coordinates of each of the rate centers. Obtain the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating rate centers of the call.

Formula:
$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

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OPERATOR SERVICES

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- 3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2 Chargeable time for all calls ends when either party disconnects from the call, except in cases where the switching facility is unable to detect called party disconnect. In such cases, the calling party controls the termination of the call. If the called party hangs up but the calling station does not, chargeable time ends when the network connection is released, either by automatic timing equipment in the network, or by an operator.
- 3.3.3 Minimum call duration for billing purposes is one minute unless otherwise specified in the individual rate schedules of this tariff.
- 3.3.4 Calls are measured and billed in one minute increments unless otherwise indicated in this tariff. Any partial minute is rounded up to a full minute.
- 3.3.5 No charges apply to incomplete calls.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.4 Time-Of-Day Rate Periods

The following time of day periods apply to Operator Services calls.

Peak: 7:00 AM - 7:00* PM weekdays.

Off-Peak: 7:00 PM - 7:00* AM weekdays and all day on weekends.

Unless otherwise specified in the product description in this tariff, calls are billed based on the rate in effect for the actual time-of-day rate period(s) during which the call occurs; calls that cross rate period boundaries are billed the rate in effect in that boundary for each portion of the call.

* to, but not including

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OPERATOR SERVICES

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.5 Operator Services

Operator Services allow Customers and Consumers to place calls using operator assistance for call completion or billing.

Usage charges and an appropriate service charge will be assessed on a per call basis, as stated in this tariff. For calls made using a calling card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used to bill the Company's services. The Company reserves the right to verify acceptance of charge prior to billing charges to a third party number.

- 3.5.1 Operator services may be used by a Customer and by an Aggregator and their respective Consumers (i.e., patrons, guests, invitees or employees) to complete Operator Station, Person-to-Person, Collect, Third-Party, and/or calling calls.
- 3.5.2 Charges for Operator Assisted Calls include two components: a usage-sensitive component and a fixed per-call service charge based upon the type of operator service provided.
- 3.5.3 The usage-sensitive portion of the charge for an Operator Assisted Call is set forth in Section 3.5.8 below.
- 3.5.4 The fixed per-call service charge portions of the charge for an Operator Assisted Call are set forth in Sections 3.5.7 below.
- 3.5.5 The Company shall not bill the Customer for any surcharges or fees imposed by the Aggregator. With respect to charges imposed by the Aggregator for the use of the telephone, the Aggregator is responsible for charging a flat rate and for posting of the charge in plain view at each telephone.

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OPERATOR SERVICES

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.5 Operator Services, (cont'd.)

- 3.5.6 Service may be suspended by the Company, without notice to the Customer or the Aggregator, by blocking traffic to certain countries, cities, or NPA-NXX exchanges, or individual telephone number by blocking calls using certain Customer Authorization Codes or calling cards when the Company deems it necessary to take such action to prevent unlawful or fraudulent use of service. The Company shall restore service as soon as it can be provided without undue risk, and shall, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated. The Company reserves the right to validate the credit worthiness of Customers 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 Customer/Consumer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

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OPERATOR SERVICES

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.5 Operator Services, (cont'd.)

3.5.7 Per Call Service Charges

The following Per-Call Service Charges apply in addition to the charges specified in Section 3.5.8, Operator Services, and in addition to all other surcharges and fees, when applicable. When more than one service charge applies to the same call, only the higher of the two charges is applied. The following charges apply in all rate periods.

A. Per Call Charges

Customer Dialed Calling Card Station	*	(C)
Operator Assisted Calling Card Station	*	
Operator Assisted Station to Station:	*	
Billed Collect:	*	
Billed to Third Party	*	
Operator Assisted Person to Person	*	

* Services are provided by WiMacTel. Applicable rates can be found at <https://wimactel.com/tariffs/>

(N)
(N)

OPERATOR SERVICES

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.5 Operator Services, (cont'd.)

3.5.8 Per Minute Usage Charges

Calls are billed in one (1) minute increments after an initial minimum call duration of one (1) minute. Partial minutes are rounded up to the next minute.

A. IntraLATA Usage Rates

Peak		Off-Peak	
Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
*	*	*	*

B. InterLATA Usage Rates

Peak		Off-Peak	
Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
*	*	*	*

(C)

(C)

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(N)

(N)