

**FILED<sup>2</sup>**

JAN 20 2000

Missouri Public  
Service Commission

**APPLICATION OF**

Custom Network Solutions, Inc.

**EXHIBIT II**

Interexchange Tariff

2000000649

Title Sheet

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

**Custom Network Solutions, Inc.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by Custom Network Solutions, Inc. ("CNS") within the State of Missouri. CNS operates as a competitive telecommunications company within the State of Missouri.

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ISSUED: January 20, 2000

EFFECTIVE: March 6, 2000

BY: Marc Rozar, President  
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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- C**     Changed regulation
- D**     Delete or discontinue
- I**     Change Resulting in an increase to a Customer's bill
- M**     Moved from another tariff location
- N**     New
- R**     Change resulting in a reduction to a Customer's bill
- T**     Change in text or regulation

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**TARIFF FORMAT**

**A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

**B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the PSCM. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the PSCM follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet 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).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

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**STATEMENT OF COMPETITIVE CARRIER STATUS**

Custom Network Solutions, Inc. is classified as a competitive telecommunications company in the State of Missouri for which the following statutory and regulatory requirements are waived.

4 CSR 240-10.020	- Depreciation fund income
4 CSR 240-30.010(2)(C)	- Posting of exchange rates at central operating offices
4 CSR 240-30.040	- Uniform system of accounts
4 CSR 240-32.030(1)(B) and (C)	- Exchange area maps and records of access lines
4 CSR 240-32.030(2)	- In-state record keeping
4 CSR 240-32.050(3) through (6)	- Information concerning local service tariffs, maps, directories and telephone numbers
4 CSR 240-32.070(4)	- Coin telephones
4 CSR 240-33.030	- Minimum charge rule
4 CSR 240-33.040(5)	- Finance fee
Section 392.210.2	- System of Accounts
Section 392.240(1)	- Rates--reasonable average return on investment
Section 392.270	- Property valuation
Section 392.280	- Depreciation rates
Section 392.290	- Issuance of securities
Section 392.300.2	- Stock ownership and sale
Section 392.310	- Issuance of stocks and bonds
Section 392.320	- Stock dividends
Section 392.330	- Issuance of securities, debt and notes
Section 392.340	- Reorganization

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Account** - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify 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.

**Authorized User** - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

**Carrier or Company** - Custom Network Solutions, Inc., unless otherwise indicated by the context.

**CNS** - Refers to Custom Network Solutions, Inc.

**Commission** - Refers to the Missouri Public Service Commission.

**Company's Point of Presence** - Location of the serving central office associated with access to the Company's network.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Dedicated Access** - A method of reaching the Company's services whereby the Customer is connected directly to the Company's Point of Presence without utilizing services of the local switched network.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT'D.**

**Equal Access** - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

**LATA** - Local Access and Transport Area.

**LEC** - Local Exchange Company.

**NECA** - National Exchange Carriers Association.

**Personal Identification Number (PIN)** - See Authorization Code.

**Subscriber** - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff.

**Switched Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

**Travel Card** - A billing mechanism which enables the Customer to access the service of the Company while away from home or office.

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of Custom Network Solutions, Inc.

CNS's services and facilities are furnished for communications originating at specified points within the State of Missouri under terms of this tariff.

CNS installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. CNS may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the CNS network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are available twenty-four (24) hours per day, seven days (7) per week.

### 2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 CNS reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.2 Limitations, Cont'd.**

- 2.2.4** All facilities provided under this tariff are directly or indirectly controlled by CNS and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6** CNS reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.
- 2.2.7** The Company does not process local emergency calls, "911" or operator calls. All calls of this nature will be processed by the presubscribed carrier of the telephone from where the call originates, which in all instances is not CNS.

**2.3 Use**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.4 Liabilities of the Company**

- 2.4.1** CNS's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4** The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.5 Deposits**

The Company does not collect deposits from its Customers.

**2.6 Advance Payments**

The Company does not collect advance payments from its Customers.

**2.7 Taxes, Fees and Surcharges**

**2.7.1** 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 for services paid for in arrears.

**2.7.2** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access the Company's service. The Company will submit these changes to the Missouri Public Service Commission for prior approval.

**2.8 Interconnection**

Service furnished by CNS may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with CNS's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.9 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 the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

**2.10 Installation and Termination**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.11 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number(s) or incurred at the specific request of the Customer. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments within 30 days of bill issuance. The billing agency may be the Company, a local exchange telephone company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

**2.12 Cancellation by Customer**

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.13 Refusal or Discontinuance by Company**

**2.13.1** CNS may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given fifteen (15) days notice to comply with any rule or remedy any deficiency:

- A.** For failure of the Customer to pay a bill for service when it is due, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases.
- B.** For failure of the Customer to meet the Company's deposit and credit requirements as described in Section 2.5 of this tariff.
- C.** For failure of the Customer to make proper application for service.
- D.** For Customer's violation of any of the Company's rules on file with the Commission, provided five (5) days' written notice is given before termination.
- E.** For failure of the Customer to provide the Company reasonable access to its equipment and property.
- F.** For Customer's breach of the contract for service between the Company and the Customer.
- G.** For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service.
- H.** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.13 Refusal or Discontinuance by Company, Cont'd.**

**2.13.2** CNS may refuse or discontinue service without notice to the Customer for any of the following reasons:

- A. In the event of tampering with the Company's equipment.
- B. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- C. In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- D. In the event of fraudulent use of the service.

**2.14 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. 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 local exchange company access.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.15 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**2.16 Tests, Pilots, Promotional Campaigns and Contests**

See Section 5 of this Tariff.

**2.17 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.18 Late Payment Charge**

A late fee of 1.5% per month will be charged on any past due balance. The late payment fee is not applicable to residential accounts. Payment required is within thirty (30) days subsequent to the invoice date and is considered past due after the thirty day period.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.19 Return Check Charge**

The Company reserves the right to assess a return check charge of \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

**2.20 Toll Free Services**

**2.20.1** The Company will make every effort to reserve toll free (i.e., "800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.

**2.20.2** The Company will participate in porting toll free numbers only if the account balance is zero and all charges incurred as a result of the toll free number have been paid.

**2.20.3** Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Resp. Org. or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.

**2.20.4** If a Customer who has received a toll free number does not subscribe to toll free service within ninety (90) days, the Company reserves the right to make the assigned number available for use by another Customer.

**2.21 Other Rules**

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Identification Numbers when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

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**SECTION 3 -DESCRIPTION OF SERVICE**

**3.1 General**

CNS provides direct dial outbound, inbound, travel card and directory assistance services for communications originating and terminating within the State of Missouri under terms of this Tariff.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT'D**

**3.2 Timing of Calls**

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

**3.2.1** 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.

**3.2.2** Chargeable time for all calls ends when one of the parties disconnects from the call.

**3.2.3** Minimum call duration and additional increments for billing are specified in the description of each service.

**3.2.4** There is no billing applied for incomplete calls.

**3.3 Mileage and Rate Periods**

The Company does not offer mileage-sensitive services nor time-of-day discounts.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT'D****3.4 Miscellaneous Rates and Charges****3.4.1 Public 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. This 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 service accessed from the pay telephone.

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

Whenever possible, the Public 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 from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT'D****3.5 CNS One Plus Switched Service**

CNS One Plus Switched Service is a service designed for outbound calling. Calls are billed in six (6) second increments with an initial period for billing purposes of eighteen (18) seconds. Calls originate from Customer-provided standard business or residential switched access lines.

**3.6 CNS One Plus Dedicated Service**

One Plus Dedicated Service is designed for business Customers. Calls are billed in six (6) second increments with an initial period for billing purposes of eighteen (18) seconds. No minimum commitment is required. Calls originate from Customer-provided dedicated access lines.

**3.7 CNS Switched Toll Free Service**

CNS Switched Toll Free Service is available to business and residential subscribers for incoming calls. Calls originate from any intrastate location over toll free number and terminate to a Customer-provided residential or business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments with a minimum billing period of eighteen (18) seconds. A monthly service charge per toll free number applies.

**3.8 CNS Dedicated Toll Free Service**

CNS Dedicated Toll Free Service is available to Subscribers for incoming calls. Calls originate from any intrastate location over a toll free number and terminate to a customer-provided dedicated access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments with a minimum call duration for billing purposes of eighteen (18) seconds. A monthly service charge per toll free number applies.

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EFFECTIVE: March 6, 2000

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT'D**

**3.9 Travel Card Service**

Travel Card Service is available to Subscribers for placing calls while away from home or office. Calls are originated by dialing a toll free access number, followed by a personal identification number and terminating telephone number. Calls may originate from standard residential, business, hotel or pay telephone access lines and may terminate to any intrastate location. Calls are billed in six (6) second increments with a minimum call duration for billing purposes of eighteen (18) seconds. There is no per call surcharge.

**3.10 Directory Assistance**

Directory Assistance is available to Customers of CNS. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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**SECTION 4 - RATES**

**4.1 Miscellaneous Rates and Charges**

**4.1.1 Public Telephone Surcharge**

Rate Per Call: \$0.30

**4.2 CNS One Plus Switched Service**

Calls are billed in six (6) second increments with an initial period for billing purposes of eighteen (18) seconds.

Rate Per Minute: \$0.38

**4.3 CNS One Plus Dedicated Service**

Calls are billed in six (6) second increments with an initial period for billing purposes of eighteen (18) seconds.

Rate Per Minute: \$0.21

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**SECTION 4 - RATES, CONT'D.****4.4 CNS Switched Toll Free Service**

Calls are billed in six (6) second increments with a minimum billing period of eighteen (18) seconds. A monthly service charge per toll free number applies.

Rate Per Minute:	\$0.38
Monthly Service Charge:	\$10.00

**4.5 CNS Dedicated Toll Free Service**

Calls are billed in six (6) second increments with a minimum call duration for billing purposes of eighteen (18) seconds. A monthly service charge per toll free number applies.

Rate Per Minute:	\$0.26
Monthly Service Charge:	\$10.00

**4.6 Travel Card Service**

Calls are billed in six (6) second increments with a minimum call duration for billing purposes of eighteen (18) seconds. There is no per call surcharge.

Per Minute Rate:	\$.239
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**4.7 Directory Assistance**

Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Per Call Charge:	\$0.65
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**SECTION 5 - PROMOTIONS**

**5.1 General**

From time to time, Company may, upon Commission approval offer specific rate incentives during specified promotional periods. Company will provide written notice to the Commission at least seven days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

**5.2 Demonstration of Service**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type and duration of service provided will be at the Company's discretion.

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