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ORIGINAL

August 23, 2002

FILED⁴

AUG 26 2002

Via Federal Express

Missouri Public Service Commission
Attention: Secretary of the Commission
200 Madison Street
Suite 100
Jefferson City, MO 65102

Missouri Public
Service Commission

**Re: A.R.C. Networks, Inc. d/b/a InfoHighway
Application for Name Change**

Dear Secretary:

Transmitted herewith for filing on behalf of A.R.C. Networks, Inc. d/b/a InfoHighway ("InfoHighway") is InfoHighway's application for a name change pursuant to 4 CSR 240-2.060(16) to add its d/b/a, InfoHighway.

The following is provided in accordance with Commission requirements:

- 1) *4 CSR 240-2.060(16)(A): A statement clearly setting out both the old name and the new name:*
The old name is A.R.C. Networks, Inc. The new name is A.R.C. Networks, Inc. d/b/a InfoHighway.
- 2) *4 CSR 240-2.060(16)(B): Evidence of registration of the name change with the Missouri Secretary of State.*
See Attachment A.
- 3) *4 CSR 240-2.060(16)(C): Either an adoption notice and revised tariff title sheet with an effective date which is not fewer than thirty (30) days after the filing date of the application, or revised tariff sheets with an effective date which is not fewer than thirty (30) days after the filing date of the application.*
See Attachment B.

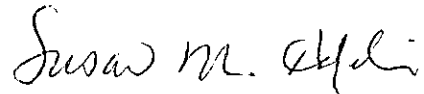
In accordance with Commission filing requirements, eight (8) copies of this letter and attachments are enclosed. Please date-stamp the Receipt copy of this filing and return it to the

August 23, 2002

Page 2

undersigned in the enclosed self-addressed, stamped envelope. Please refer all questions and correspondence regarding this filing to the undersigned.

Very truly yours,

A handwritten signature in cursive script, reading "Susan M. Hafeli".

Susan M. Hafeli
Counsel for A.R.C. Networks, Inc.
d/b/a InfoHighway

Attachments
Enclosures

Application for a Name Change
A.R.C. Networks, Inc. d/b/a InfoHighway

ATTACHMENT A

**Evidence of Registration of the Name Change
With the Missouri Secretary of State**



State of Missouri
Matt Blunt, Secretary of State

No. X **410986**

Corporations Division

Registration of Fictitious Name

(Submit in duplicate with filing fee of \$7)

(Must be typed or printed)

This information is for the use of the public and gives no protection to the name. There is no provision in this Chapter to keep another person or business from adopting and using the same name. (Chapter 417, RSMo.)

We, the undersigned, are doing business under the following name, and at the following address:

Business name to be registered: Infohighway

Business Address: 175 Pinelawn Rd., Suite 408
(P.O. Box alone not acceptable)
City, State and Zip Code: Melville, NY 11747

The parties having an interest in the business, and the percentage they own are (if a business entity is owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed):

| Name of Owners, Individual or Business Entity | Street and Number | City | State and Zip Code | If listed, Percentage of ownership must equal 100% |
|---|-------------------|----------|--------------------------|--|
| A.R.C. Networks, Inc. | 175 Pinelawn Rd. | Melville | NY 11747 | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Return to: Secretary of State
Corporations Division
P.O. Box 778
Jefferson City, Mo. 65102

(Over)

FILED

JUN 06 2002

Matt Blunt
SECRETARY OF STATE

The undersigned, being all the parties owning interest in the above company, being duly sworn, upon their oaths each did say that the statements and matters set forth herein are true.

Individual
Owners
Sign Here

{

X _____ X _____
X _____ X _____
X _____ X _____

If
Business Entity
Is
Owner,
Authorized
Person
Execute
Here

{

A.R.C. Networks, Inc.

Business Name

Francine Mambuca Francine Mambuca Treasurer
Authorized Signature Printed Name Title

State of ~~Missouri~~ New York

County of Suffolk

} ss

I, Lois Ciralo, A Notary Public, do hereby certify that on May 31 2002
month/day/year

personally appeared before me Francine Mambuca, and being duly sworn by me, acknowledged that
he/she signed as his/her own free act and deed the foregoing document in the capacity therein set forth and declared that the statements
therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

(Notarial Seal or Stamp)
LOIS CIRAOLLO
Notary Public, State of New York
No. 01CI5071869
Qualified in Nassau County
Commission Expires January 21, 2003

Corp. #56 (11/00)

Lois Ciralo

Notary Public

My commission expires 1/21/03

My County of Commission Nassau

Application for a Name Change
A.R.C. Networks, Inc. d/b/a InfoHighway

ATTACHMENT B

Revised Tariff Sheets

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

TITLE SHEET

MISSOURI TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by A.R.C. Networks, Inc. d/b/a InfoHighway (hereinafter "Carrier") with principal offices at 175 Pinelawn Road, Melville, NY 11747. This Tariff applies to services furnished within the state of Missouri. This Tariff is on file with the Missouri Public Service Commission ("Commission"), and copies may be inspected, during normal business hours, at Carrier's principal place of business.

A.R.C. Networks, Inc. is a "competitive" telecommunications company as defined by Case No. TO-88-142.

Issued: August 26, 2002

Effective: September 26, 2002

By:
Paola Bulloch, Director - Regulatory
A.R.C. Networks, Inc. d/b/a InfoHighway
1333 Broadway
New York, NY 10018

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

WAIVER OF RULES AND REGULATIONS

Pursuant to Case No. TA-97-385, the following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

Statutes

| | | |
|------------|---|--|
| 392.240(1) | - | Rates-reasonable average return on investment. |
| 392.270 | - | Property valuation. |
| 392.280 | - | Depreciation rates. |
| 392.290 | - | Issuance of stock and bonds. |
| 392.310 | - | Issuance of stock and bonds. |
| 392.320 | - | Stock dividends. |
| 392.330 | - | Issuance of securities, debt. and notes. |
| 392.340 | - | Reorganization. |

Commission Rules

| | | |
|---|---|--|
| 4 CSR 240 - 10.020 | - | Income on depreciation fund investments. |
| 4 CSR 240 - 30.010 (2)(C) | - | Posting exchange rates at central offices. |
| 4 CSR 240-30.040(1)(, (2), (3), (5) and (6) | - | Uniform system of accounts. |
| 4 CSR 240 - 32.030 (1)(B) and (C) | - | Exchange boundary maps and Record 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 rules. |
| 4 CSR 240-33.040(5) | - | Finance fee. |

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

RESERVED FOR FUTURE USE

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

EXPLANATION OF SYMBOLS
AND ABBREVIATIONS

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

- 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 but no change in rate or charge

The following are abbreviations used in this tariff.

LATA - Local Access and Transport Area

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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 the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the sheet 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 of coding.
- 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)
- D. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Carrier to provide telecommunication service as required.

Carrier - A.R.C. Networks, Inc. d/b/a InfoHighway ("Carrier"), unless the context indicates otherwise.

Commission - Missouri Public Service Commission, unless context indicates otherwise.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with Tariff regulations.

Day - From 8:00 a.m. up to but not including 5:00 p.m. local time Monday through Friday.

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

Evening - From 5:00 p.m. up to but not including 11:00 p.m. local time Sunday through Friday.

Holiday - Carrier specified holidays are New Year's Day, Martin Luther King's Birthday (federally observed), Presidents' Day, Memorial Day (federally observed), Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

Night/Weekend - From 11:00 p.m. up to but not including 8:00 a.m., and 8:00 a.m. Saturday up to but not including 5:00 p.m. Sunday.

Premises - The space designated by a Customer as its place or places of business for termination of service (whether for its own communications needs or for its resale Customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at the Customer place of business.

Service or Services - The services covered by this Tariff shall include only the State of Missouri.

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS

2.1 UNDERTAKING OF CARRIER

Carrier is a resale common carrier providing intrastate communications services to Customers for their direct transmission and reception of voice, data, and other types of telecommunications. Service is available 24 hours a day, seven days a week, throughout the state.

2.2 LIMITATIONS OF SERVICE

- 2.2.1 The Carrier offers service to all those who desire to purchase service from the Carrier consistent with all provisions of this Tariff. Customers or subscribers interested in the Carrier's services shall file a service application with the Carrier which fully satisfies the Carrier and identifies the services required.
- 2.2.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where legally prohibited or the necessary facilities or equipment are not available.
- 2.2.3 Carrier reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.
- 2.2.4 Title to all facilities provided by the Carrier under these regulations remains with the Carrier. Prior written permission from the Carrier 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 for service.

2.3 USE OF SERVICE

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

2.3.1 Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.4 LIABILITY

- 2.4.1 The liability of the Carrier for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs. For the purpose of computing this amount, a month is considered to have 30 days. In no event will Carrier be liable for any indirect, consequential, or special damages, or for any lost profits, even if advised of the possibility of the same.
- 2.4.2 Carrier shall not be liable for any claim or loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by any person or entity other than Carrier, any malfunction of any service or facility provided by any other carrier, act of God, fire, war, civil disturbance, act of government, or by any other cause beyond Carrier's control.
- 2.4.3 Carrier shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
- A. defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, 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 from the material, data, information, or content revealed to, transmitted, processed, handled, or used by Carrier under this Tariff;
 - B. connecting, combining, or adapting Carrier's facilities with Customer's apparatus or systems;
 - C. any act of omission by the Customer; or
 - D. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Carrier, if not caused by gross negligence of the Carrier.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Carrier.
- 2.4.5 CARRIER MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.5 INTERRUPTION OF SERVICE

Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by the Customer and other carriers are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

2.6 RESPONSIBILITY OF THE CUSTOMER

2.6.1 All Customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customers are responsible for the following:

- A. Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier, and complying with Carrier's regulations governing the service. Customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, Customer must provide:
 - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - 2. the name(s), telephone number(s), and address(es) of the Customer contact person(s).
- C. Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. the negligence or willful act of Customer or user;
 - 2. improper use of service; or
 - 3. any use of equipment or service provided by others.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.6 RESPONSIBILITY OF THE CUSTOMER (continued)

2.6.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.6.3 Credit Allowances

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Carrier.
- B. Credit allowances for failure of service or equipment starts when Customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- C. Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act or omission of the Customer, or in wiring or equipment connected to the terminal.
- D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
 - 1. interruptions of service resulting from Carrier performing routine maintenance;
 - 2. interruptions of service for implementation of a Customer order for a change in the service;
 - 3. interruptions caused by negligence of Customer or his authorized user; or
 - 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

2.6.4 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in the Carrier's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.6 RESPONSIBILITY OF THE CUSTOMER (continued)2.6.4 Cancellation by Customer (continued)

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

2.6.5 Payment and Charges for Service

- A. Charges for service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis. Service continues to be provided until canceled by Customer or by Carrier in accordance with provisions of this Tariff.
- B. Payment will be due upon receipt of the statement. A Customer shall have at least twenty-one (21) days from the rendition of the bill to pay the charges stated. If payment is not received by Carrier within that time period, the Customer's account will be considered delinquent. Additionally, a nonrecurring 1.5 percent per month penalty fee (unless a lower rate is prescribed by law in which event at the highest rate allowable by law) will accrue upon any unpaid amount commencing twenty-one (21) days after rendition of the bill.
- C. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s); billed to the Customer's number(s) via third-party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. The initial billing may include the account set-up charge where applicable. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- D. Service may be denied or discontinued at Carrier's discretion, for non-payment of amounts due to Carrier, past the delinquent date. Restoration of service will be subject to all applicable installation charges.
- E. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.6 RESPONSIBILITY OF THE CUSTOMER (continued)

2.6.5 Payment and Charges for Service (continued)

- F. Customers of toll free (e.g., 800 or 888) services are responsible for payment for all calls placed to or via Customer's toll free service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of Customer's service by Customer-provided systems, equipment, facilities, or services interconnected to Customer's toll free service, or use, misuse, or abuse occasioned by third parties, including, without limitation, Customer's employees, other common carriers, or members of the public who dial Customer's toll free service number(s) by mistake. Carrier reserves the right to not switch Customer's toll free number(s) to another carrier until Customer has paid in full all amounts owed to Carrier for such toll free service.

2.6.6 Application of Charges

The charges for service are those in effect for the period that service is furnished. If the charge for a period covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.6.7 Deposits

- A. Carrier may require a deposit or guarantee as a condition of service if the Customer or prospective Customer:
1. Is unable to establish that he or she had a previous service account with a telephone utility for a period of at least twelve (12) months for which all undisputed charges were satisfactorily paid; or
 2. Is unable to establish a credit rating under standards contained in Carrier's tariff(s), which shall be filed with and approved by the Commission, provided that this subsection 2.6.7.A.2 shall only be applicable if a Customer or prospective Customer would otherwise be required to post a deposit or guarantee under subsection 2.6.7.A.1.
- B. Carrier may require a deposit or guarantee as a condition of continued service under any of the following circumstances:
1. The Customer has undisputed charges in two (2) out of the last twelve (12) billing periods which have become delinquent;
 2. The Customer has had service discontinued under 4 CSR 240-33.070(1) (A) or (B) at any time during the preceding twelve (12) billing periods; or

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.6 RESPONSIBILITY OF THE CUSTOMER (continued)

2.6.7 Deposits (continued)

The Customer established service with Carrier within the preceding six (6) months, and incurs toll or other charges in any one (1) billing period which are equal to at least four hundred percent (400%) of the amount of the deposit or guarantee previously required by Carrier.

Carrier reserves the right to examine the credit record of all customers and/or service applicants and to require a security deposit. Deposits will be equal to not more than two (2) months service based on the average bill during the preceding twelve (12) months, or in the case of new applicants for service, the average monthly bill for all subscribers within a customer class. Deposits will in all respects be administered in accordance with 4 CSR 240-33.050, and with any other rules and regulations governing telephone utilities in the State of Missouri.

All deposits shall bear interest at a rate of 9% simple interest per annum, unless a lower rate is allowed by law, in which case at a lowest rate allowed by law. Deposits will be returned upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods, or upon discontinuance of Service.

2.6.8 Bad Check Charge

Carrier will bill Customer a one-time charge of \$25.00 or five percent of the amount of the check, which ever is greater, if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.7 RESPONSIBILITY OF CARRIER

2.7.1 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.6.3, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge.
Note: in this instance a fractional period of more than one hour shall be treated as a two hour period.

2.7.2 Cancellation of Credit

Where Carrier cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

2.7.3 Disconnection of Service by Carrier

Carrier may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. After five (5) days' written notice, for non-payment of any undisputed delinquent charge. Notice of disconnection shall be separate and apart from the regular monthly bill for service;
- B. After five (5) days' written notice, in the event of a violation of any regulation governing the service under this Tariff;
- C. Without notice, in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service;
- D. Without notice in the event Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction; or

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.7 RESPONSIBILITY OF CARRIER (continued)

2.7.3 Disconnection of Service by Carrier (continued)

- E. In the event of fraudulent use of Carrier's network, Carrier will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision.

2.7.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by 30 days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

2.8 RESTORATION OF SERVICE

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

2.9 TAXES

Customer will be billed and is responsible for payment of applicable local, state, and federal taxes assessed in conjunction with service used.

2.10 TIMING OF CALLS

2.10.1 When Billing Charges Begin and Terminate for Phone Calls

Customer's long distance usage charge is based on the actual usage of Carrier's network. Usage begins when the called party picks up the receiver (i.e., when two-way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when the calling or called party hangs up.

2.10.2 Billing Increments

Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is six seconds for a connected call. Calls beyond six seconds are billed in six second increments. Billing will be rounded to the nearest penny for each call.

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2.11 START OF BILLING

For billing purposes, the start of service is the day following acceptance by the Customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section 2.6.4 of this Tariff.

2.12 INTERCONNECTION

2.12.1 Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at the Customer's expense.

2.12.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Carriers' facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.13 CALCULATION OF DISTANCE

Usage charges for all mileage-sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved.

FORMULA:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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2.14 OPERATOR SERVICES

- 2.14.1 Carrier will not bill for incomplete calls where answer supervision is available. Carrier will not bill for incomplete calls and will remove any charge(s) for incomplete calls upon (i) subscriber notification or (ii) Carrier's knowledge.
- 2.14.2 The caller and billed party, if different from the caller, will be advised that Carrier is the operator service provider at the time of the initial contact.
- 2.14.3 Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.
- 2.14.4 Only tariffed rates approved by this Commission for Carrier shall appear on any local exchange company (LEC) billings.
- 2.14.5 Carrier shall be listed on the LEC billing if the LEC has multicarrier billing ability.
- 2.14.6 Carrier will employ reasonable calling card verification procedures which are acceptable to the companies issuing the calling cards.
- 2.14.7 Carrier will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.
- 2.14.8 Upon request, Carrier will transfer calls to other authorized interexchange carriers or to the LEC, if billing can list the caller's actual origination point.
- 2.14.9 Traffic aggregators refer to subscribers which have the opportunity to generate revenues from operator-assisted calls (such as hotels, hospitals, universities, payphones, etc.). The same regulations, conditions, and rates previously listed in this Tariff for Operator Services will be applied to traffic aggregators and end users; however, the following additional general regulations will be applied specifically to traffic aggregators:
 - A. Carrier will refuse operator services to traffic aggregators which block access to other carriers.
 - B. Traffic aggregators will post and display information including (1) that Carrier is the operator service provider; (2) detailed complaint procedures; and (3) instructions informing the caller on procedures to reach the LEC operator and other authorized interexchange carriers.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICE

3.1 INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

3.1.1 Description of Services

Intrastate Message Telecommunications Service Consists of the furnishing of switched message telephone service between points within the State. Service is available twenty-four hours a day, seven days a week.

3.1.2 Explanation of Rates for Intrastate Message Telecommunications Service

The rates for Carrier's Intrastate Message Telecommunications Service will depend only on the length of the call. Schedules represent the maximum applied rate for intrastate services.

3.1.3 Timing of Calls

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. Chargeable time for all calls ends when one of the parties disconnects from the call. There are no billing charges applied for incomplete calls.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 - RATES AND CHARGES4.1 INTEREXCHANGE SERVICE DESCRIPTIONS AND USAGE RATES

The following are the usage charges which apply to all of Carrier's intrastate services. These charges are in addition to nonrecurring and recurring charges referred to hereafter and apply to day, evening, night and weekend time periods.

4.2 SWITCHED INBOUND USAGE

Switched inbound service permits inward calling (via toll-free codes) to a specific location utilizing premium switched Feature Group D access on both ends.

| | |
|--------------------------|----------|
| Each 6 second increment* | \$0.0184 |
|--------------------------|----------|

4.3 DEDICATED INBOUND USAGE

Dedicated inbound service permits inward calling (via toll free codes) to a specific location featuring the use of dedicated special access type connection on the terminating end.

| | |
|--------------------------|----------|
| Each 6 second increment* | \$0.0120 |
|--------------------------|----------|

4.4 SWITCHED OUTBOUND USAGE

Switched outbound service permits outward calling utilizing premium switched Feature Group D assess on both the originating and terminating ends.

| | |
|--------------------------|----------|
| Each 6 second increment* | \$0.0183 |
|--------------------------|----------|

4.5 DEDICATED OUTBOUND USAGE

Dedicated outbound service permits outward calling to station in diverse areas and its distinguished from other services by the existence of a dedicated special access connection on one end.

| | |
|--------------------------|----------|
| Each 6 second increment* | \$0.0107 |
|--------------------------|----------|

* or fraction thereof

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4.6 CALLING CARD USAGE

Calling card service permits Customers to place direct dial calls to termination locations from equal access areas using the Carrier's calling card. There is no per call service fee.

| | |
|---------------------------|--------|
| Each 60 second increment* | \$0.22 |
|---------------------------|--------|

| | |
|------------------------------|--------|
| Payphone Surcharge, per call | \$0.50 |
|------------------------------|--------|

* or fraction thereof.

**A surcharge applies on all completed intrastate toll-free and 10XXX/101XXX access code calls, including any 800/888 or travel card calls, originating from a pay telephone. This surcharge is applied in addition to any other applicable service charges or surcharges. The surcharge does not apply to: calls paid for by inserting coins at the pay telephone; call placed from stations other than a pay telephone.

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4.7 PREPAID DEBIT CARD USAGE

Prepaid debit card service permits customers to place direct dialed calls to terminating locations from equal access areas using the Carrier's calling card via a toll free access number. There is no per call service fee. Such cards are issued on an Individual Case Basis ("ICB") to Corporate Customers at negotiated rates based on volume and are mainly used by such customers for promotional purposes.

4.8 OPERATOR ASSISTANCE

Operator Service Surcharges: The following surcharges will be applied on a per call basis:

| | |
|----------------------|--------|
| Person to Person | \$3.00 |
| Station to Station | 1.50 |
| Directory Assistance | 0.85 |

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4.9 NONRECURRING CHARGES

The following one-time nonrecurring installation charges may apply to Carrier's offerings. These charges are billed to Customer following the work performed.

| <u>Service/Access Arrangement</u> | <u>Charge</u> |
|-----------------------------------|--|
| Single Dedicated | Mile dependent from POP |
| Single Charge Per Port | \$5.00 per port or channel Inbound or Outbound |
| Split Port Charge | \$250.00 per port-sharing inbound or Outbound on same T-1 |
| Billing Setup | \$45.00 related to verified account codes |

4.10 RECURRING CHARGES

The following monthly Recurring Charges for service may apply as indicated. These charges are in addition to any charges (Rates per time) and nonrecurring charges for the Service. The charges are charged to Customer one month in advance.

| <u>Service/Access Arrangement</u> | <u>Charge</u> |
|--|--|
| Billing fee | Electronic media up to \$200 per bill |
| Dedicated Service | \$25.00 per T-1 Access line |
| Toll Free Service agreement and contract. | \$3.00 per month per toll free number dependent in |
| Toll Free Directory Listing | \$18.15 per toll free listing |

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4.11 SPECIAL PROMOTIONAL OFFERINGS

- 4.11.1 Carrier may from time to time engage in Special Promotional Offerings or Trial Service Offerings designed to attract new Customers or increase Customer usage. Such promotional service offerings shall be limited to certain dates, times, or locations, and shall be subject to prior notification to and approval by the Commission.

4.12 MISCELLANEOUS SURCHARGES

The following recurring surcharges apply to all Company offerings. These charges are in addition to any charges (Rates per time) and Non-recurring Charges for the applicable Service. These charges are billed to the customer one month in advance.

4.12.1 Network Access Surcharge

The surcharge applied to automatic number identifications (ANIs) of long distance switched customers to offset network costs.

| | |
|--|--------|
| Business/Residence, per line per month | \$0.59 |
|--|--------|

4.12.2 Payphone Origination Compensation

The surcharge applies to inbound 800 toll calls originated from payphones.

| | |
|----------|--------|
| Per call | \$0.50 |
|----------|--------|

4.12.3 Prescribed Interexchange Carrier Charge

This charge applies to multiline business customers.

| | |
|---------------------|--------|
| Per line, per month | \$4.25 |
|---------------------|--------|

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