
INTEREXCHANGE TELECOMMUNICATIONS SERVICES

This tariff West Telecom Services, LLC South Carolina P. S. C. Tariff No. 4 replaces Hypercube Telecom, LLC SC P. S. C. No. 2 currently on file with the Commission in its entirety due to Company name change.

This tariff applies to the Telecommunications Services furnished by West Telecom Services, LLC between one or more points in the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business at 3200 W. Pleasant Run Road, Suite 300, Lancaster, Texas 75146.

 INTEREXCHANGE TELECOMMUNICATIONS SERVICES

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
1	Original	*	26	Original	*		
2	Original	*	27	Original	*		
3	Original	*	28	Original	*		
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6	Original	*	31	Original	*		
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8	Original	*	33	Original	*		
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10	Original	*	35	Original	*		
11	Original	*	36	Original	*		
12	Original	*	37	Original	*		
13	Original	*	38	Original	*		
14	Original	*	39	Original	*		
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* - indicates those pages included with this filing

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SYMBOLS

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

- C - To signify changed regulation.
- D - To signify discontinued rate of regulation.
- I - To signify increased rate.
- M - To signify a move in the location of text.
- N - To signify a new rate or regulation.
- R - To signify a reduced rate.
- S - To signify reissued material.
- T - To signify a change in text but no change in rate or regulation.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14. 1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the 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).
- 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 pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of service Customer so it may rate and bill the call. All authorization codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission - Refers to the South Carolina Public Service Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Company - West Telecom Services, LLC, issuer of this tariff.

Customer - The person or legal entity which enters into arrangements for the Company's telecommunications services and is responsible for payment of the Company's services.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS (CONT'D.)

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Operator Assisted Call - Call requiring assistance for completion, usually by dialing 0+(area code)+(exchange)+(line number), i.e., "0+ "; or by dialing "0," with all subsequent dialing being performed by Operator Services, i.e., "0-."

Operator Service Charge - a non-measured (fixed) charge which is added to a measured charge in calculating the total tariff charge due for a completed Operator Assisted Call.

Operator Services - the operators, activities, equipment or services necessary to provide Operator Assisted Calls.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Travel Card - A credit or debit calling card issued by the Company which allows Customers and/or Customers to make telephone calls and charge the calls to a credit or debit account. Calls charged to a Company-issued credit travel card will appear on the Customer's regular monthly bill. Calls charged to a Company -issued debit travel card will be charged against the debit account.

User - The person(s) utilizing the Company's services.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by the Company for telecommunications between points within the State of South Carolina. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.
- 2.1.3 The Customer is entitled to limit the use of the Company's services by Users at the Customer's facilities, and may use other common carriers in addition to or in lieu of the Company.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Use of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company

- 2.3.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

2.3.4 The Company shall not be liable for any claims for loss or damages involving:

- A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (3) common carriers or warehousemen;
- B. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes, national emergencies, insurrections, riots, wars or other civil commotions, strikes, lockouts, work stoppages or other labor difficulties, criminal actions taken against the Company, unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties, and any law, order, regulation or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of the Company's facilities and services;
- D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company provided facilities or services with Customer-provided facilities or services;
- E. Breach in the privacy or security of communications transmitted over the Company's facilities;
- F. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in subsection 2.3.1 of this Section 2.3.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

2.3.4 (Cont'd.)

- G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation Law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- I. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- J. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- K. Any act or omission in connection with the provision of 911, E911, or similar services;
- L. Any noncompletion of calls due to network busy conditions;
- M. Any calls not actually attempted to be completed during any period that service is unavailable.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

- 2.3.5 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- 2.3.6 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- 2.3.7 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

2.3.8 Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented to the Company within the applicable statute of limitations period.

2.3.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Customers comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Responsibilities of the Customer, (Cont'd.)

2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required by Company personnel to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's services.

2.4.5 The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may terminate the Customer's service pursuant to Section 2.6 of this tariff.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Responsibilities of the Customer, (Cont'd.)

- 2.4.6 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, Users, or others, by improper use of the services, or by use of equipment provided by the Customer, Users, or others.
- 2.4.7 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.8 The Customer is responsible for payment of the charges set forth in this tariff.
- 2.4.9 The Customer is responsible for compliance with the applicable regulations set forth in this tariff.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Allowances for Interruptions in Services

2.5.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.5.2 following. A service is interrupted when it becomes unusable to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Allowances for Interruptions in Services, (Cont'd.)

2.5.2. Limitations on Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. due to the failure of power, equipment, systems, or services not provided by the Company;
- C. due to circumstances or causes beyond the control of the Company;
- D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Allowances for Interruptions in Services, (Cont'd.)

2.5.2. Limitations on Allowances, (Cont'd.)

- F. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to the Company within the applicable statute of limitations period.

2.5.3 Application of Credits for Interruptions in Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Cancellation or Interruption of Services

2.6.1 Without incurring liability, the Company may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.6.2:

- A. For nonpayment of any sum for services other than non-regulated or 900 type services, due the Company for more than thirty (30) days after issuance of the bill for the amount due. The Company will provide the Customer at least five (5) days written notice prior to discontinuing or withholding service pursuant to this provision;
- B. For violation of any of the provisions of this tariff;
- C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services; or
- D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Cancellation or Interruption of Services, (Cont'd.)

2.6.2 Procedures for discontinuance of existing service:

- A. The Company may discontinue service without notice for any of the following reasons:
 - 1. If a Customer causes or permits any signals or voltages to be transmitted over the Company's network in such a manner as to cause a hazard or to interfere with the Company's service to others.
 - 2. If a Customer uses the Company's services in a manner to violate the law.
- B. In all other circumstances, the Company will provide the Customer with written notice stating the reason for discontinuance, and will allow the Customer not less than ten (10) days to remove the cause for discontinuance. In cases of non-payment of charges due, the Customer will be allowed at least five (5) days, excluding Sundays and holidays, to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which the Company is not prepared to accept payment of the amount due and to reconnect service.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Cancellation or Interruption of Services, (Cont'd.)

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

2.6.4 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

2.7 Billing Arrangements

2.7.1 Customers will either be billed directly by the Company or its intermediary, or charges will be included in the Customers' regular telephone bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.

2.7.2 The Company will render bills monthly. Payment is due within thirty (30) days after Customers' receipt of its bill.

2.7.3 The Company may impose a late payment charge not to exceed 1.5% on any bill not paid within thirty (30) days of the receipt. Customer shall be responsible for all costs, including reasonable attorneys' fees, incurred in the collection of unpaid charge or in any other action to enforce payments and/or obligations arising under this tariff. A charge not to exceed the maximum allowed by state law may be imposed for returned checks.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Marketing Practices**

As a telephone utility under the regulations of the Public Service Commission of South Carolina, the Company does hereby assert and affirm that, as a reseller of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contract to telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

2.9 Validation of of Credit

The Company reserves the right to validate the credit worthiness of Customers or Users.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Contested Charges

If a notice of a dispute as to charges is not received by the Company in writing within the applicable statute of limitations, such bills shall be deemed correct and binding. In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date:

2.10.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)

2.10.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Company, the Customer may file an appropriate complaint with the South Carolina Public Service Commission. The Commission's address is:

South Carolina Office of Regulatory Staff
Consumer Services Division
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210
803-737-5230 or 1-800-922-1531

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Billing Entity Conditions

When billing functions on behalf of the Company are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.12 Deposits

The Company may require a deposit from the Customer. The collection and refund of deposits will be made in accordance with the rules and regulations of the South Carolina Public Service Commission. Interest on deposits will be paid at the Commission's specified rate.

2.13 Taxes and Surcharges

All federal excise taxes, and state and local sales, use, and similar taxes, as well as federal and state surcharges imposed or collected by the National Exchange Carrier Association, are the responsibility of the Customer, are billed as separate line items and are not included in the quoted rates.

2.14 Minimum Call Completion Rate

The Company will ensure an industry standard blocking rate between P.01 and P.02.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Operator Services

The Company will:

2.15.1 Identify itself, audibly and distinctly, to the Customer at the beginning of each telephone call before the Customer incurs any charges.

2.15.2 Disclose immediately upon request and without charge to the Customer:

- A. the rates and charges for the Customer's intended call;
- B. the methods by which such rates or charges will be collected;
- C. the methods by which complaints concerning rates, charges or collection practices will be resolved.

2.15.3 Permit the Customer to terminate the call at no charge before the call is connected.

In order to control fraud, the Company may refuse to accept calling cards which it determines to be invalid.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.16 Promotions**

The Company may from time to time offer promotional services. All such promotions are subject to the prior approval of the South Carolina Public Service Commission. Any marketing efforts will clearly indicate to potential Customers the nature of the transaction which is being offered. Materials submitted to prospective Customers will clearly indicate that those Customers will be changing their long distance carrier if they accept such solicitations.

2.17 Customer Service Information

The Company's headquarters in Lancaster, Texas will handle Customer service inquiries, including complaints and billing inquiries. The Company toll free telephone number is 1-866-905-1735 and Customer service representatives are available from 9:00 a.m. through 5:00 p.m. E.S.T. Monday through Friday. The Company's toll free telephone number will be printed on monthly bills.

2.18 Late Payment Charges

In accordance with R.103-622.2, any charges accrued under this tariff that are not paid in full within the time provided will be subject to a late payment charge of 1.5 % per month.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE AND RATE DESCRIPTION

3.1 West Telecom Services, LLC Long Distance Services (LDS)

3.1.1 Description

West Telecom Services, LLC Long Distance Services is a communications service which is available for use by Customers twenty-four (24) hours a day. Customers may originate long distance calls from locations served by the Company, and may terminate in all locations within the State of South Carolina. Operator, West Telecom Services, LLC Long Distance Services Calling Card and Directory Assistance services are available to Customers of the Company's LDS subject to the provisions of Section 3.3 and 3.4 of this tariff.

LDS calls will be billed in 6 second increments with an initial billing period of 6 seconds.

The service is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:

Switched LDS is offered in Feature Group D (FGD) exchanges where the Customer's local telephone lines are presubscribed by the local exchange company to the Company's LOS service, such that "1+" interLATA calls are automatically routed to the Company's network.

Dedicated LDS is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.1 West Telecom Services, LLC Long Distance Services (LDS), (Cont'd.)

3.1.2 Commitment Levels and Term Plans

LDS is available on a month to month basis or on an optional 1, 2, or 3 year term plan. Discounts off the base rates are available to the Customer according to the commitment level and term plan selected by the Customer. The commitment level is calculated from the monthly total usage generated from the following Company products: shared and dedicated domestic and interstate and intrastate outbound and inbound service, intraLATA, and calling card. Charges such as taxes, late payment fees or other service nonrecurring and monthly recurring charges will not be included in the total usage amount calculation, as well as usage charges from Directory Assistance and Operator Service.

Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's discounted rate and the higher rate associated with the lower volume.

A Customer who terminates a term plan in the 1st year prior to the term's expiration will be required to pay in one lump sum an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

A Customer who terminates a term plan in the 2nd or 3rd year prior to the terms expiration will be required to pay 35% an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

3.1.3 Discounts

The following discounts on per minute base rates for qualifying usage are based on the monthly commitment level and term plan selected by the Customer.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.2 West Telecom Services, LLC Toll Free Services

3.2.1 Description

West Telecom Services, LLC Toll Free Service is an inbound communications service available to the Company's business Customers which permits calls to be completed at the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (800+ NXX-XXXX) which will terminate at the Customer's location. Calls may originate from any location within the State of South Carolina and may terminate at the Customer's location.

Toll Free Service will be billed per call based on the duration of the call. Each call will be billed in 6 second increments with an initial billing period of 18 seconds. Usage discounts apply to aggregate monthly interstate and intrastate usage.

Toll Free Service is offered in two variations depending upon the method the Customer employs to access the Company's network for use of the service:

Switched Toll Free service calls are originated via normal shared use facilities and are terminated via the Customer's local exchange service access line.

Dedicated Toll Free service calls are originated via normal shared use facilities and are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)**3.2 West Telecom Services, LLC Long Distance Services Toll Free Services, (Cont'd.)****3.2.2 Commitment Levels and Term Plans**

Toll Free is available on a month to month basis or on an optional 1, 2, or 3 year term plan. Discounts off the base rates are available to the Customer according to the commitment level and term plan selected by the Customer. The commitment level is calculated from the monthly total usage generated from the following Company products: shared and dedicated domestic and interstate and intrastate outbound and inbound service, intraLATA, and calling card. Charges such as taxes, late payment fees or other service nonrecurring and monthly recurring charges will not be included in the total usage amount calculation, as well as usage charges from Directory Assistance and Operator Service.

Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's discounted rate and the higher rate associated with the lower volume.

A Customer who terminates a term plan in the 1st year prior to the term's expiration will be required to pay in one lump sum an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

A Customer who terminates a term plan in the 2nd or 3rd year prior to the term's expiration will be required to pay 35% an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

3.2.3 Discounts

The following discounts on per minute base rates for qualifying usage are based on the monthly commitment level and term plan selected by the Customer.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)**3.3 West Telecom Services, LLC Calling Card Service****3.3.1 Description**

West Telecom Services, LLC Calling Card Service is provided to Customers for use when away from their established service location. Access to the service is gained by dialing a Company designated 800 access number (800-NXX-XXXX), plus the Customer's/User's calling card authorization number and the called telephone number.

The Company's calling card can also be used to place operator-assisted and directory assistance calls, subject to the application of additional charges.

Beyond these standard features, the Company's calling card includes the following enhanced features: conference calling, West Telecom Services, LLC Voice Mail access, voice messaging, news and information access and speed dialing. Use of these enhanced features is subject to separate charges. Calling card calls are billed in full minute increments, with a one minute minimum. This service is offered with Peak and Off-Peak pricing. A description of the additional features are as follows.

A. Operator-Assisted Calls

The Company's calling card can be used to place Company operator-assisted calls. Surcharges apply per call, in addition to the standard usage charges.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.3 West Telecom Services, LLC Calling Card Service, (Cont'd.)

3.3.1 Description, (Cont'd.)

B. Directory Assistance Calls

The West Telecom Services, LLC Calling Card can be used to place calls for Directory Assistance. A flat charge will apply per requested number (Requested Number Charge). At the Customer's option, the Company will automatically place a call to the requested number. For calls completed in this manner, a Call Completion Charge and the Standard Usage Charges will apply in addition to the Requested Number Charge.

C. Enhanced Features Charges

Enhanced features are available for use as described below. Enhanced features charges apply in lieu of standard usage charges. Usage charges are billed in six second increments with a one minute minimum.

1. Conference Calling

Allows the Customer to establish a conference call by accessing the conference operator. Charges apply per established line and per minute of usage.

2. Voice Mail Access

Allows the Customer to access Company Voice Mail and to place return calls without having to hang-up and initiate a new calling card call.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.3 West Telecom Services, LLC Calling Card Service, (Cont'd.)

3.3.1 Description, (Cont'd.)

C. Enhanced Features Charges, (Cont'd.)

3. Voice Messaging

Allows the Customer to leave up to a three minute voice recorded message that is stored for future delivery when the called number is busy or no answer.

4. News and Information

Provides access to news, weather, sports, financial information and other features.

5. Speed Dialing

Allows the Customer to access Speed Dialing by programming and storing up to nine frequently dialed numbers.

D. Rate Periods

Peak and Off-Peak rate periods are as follows:

<u>Non-Holiday</u> <u>Rate Periods</u>	<u>From</u>	<u>To But Not</u> <u>Including</u>	<u>Days</u>
Peak	8:00 a.m.	5:00 p.m.	Mon-Fri
Off-Peak	5:00 p.m.	8:00 a.m.	Mon-Fri
	8:00 a.m.	8:00 a.m.	Mon-Fri
	8:00 a.m.	8:00 a.m.	Mon-Fri

Holidays - On Christmas Day (Dec. 25), New Years Day (Jan. 1), Memorial Day, Independence Day (July 4), Labor Day (first Monday in Sept.) and Thanksgiving Day (fourth Thursday in Nov.) the Off-Peak Period rate applies unless a lower rate would normally apply.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)**3.4 Miscellaneous Services****3.4.1 Operator Service**

Operator Service is available to Customers of the Company's interexchange calling services and to Customers accessing presubscribed public pay phones or Customer provided stations for operator-assisted calls. In addition to charges which would otherwise apply pursuant to other Sections of this tariff, each operator call will be assessed a charge(s) as set forth in Section 5.4 of this tariff. The methods available to the Customer for accessing the Company's operator depends upon the Customer's interexchange access arrangement:

Switched Customers of the Company's interexchange services and presubscribed public pay phones or Customer-provided stations may dial "00"; or dial "0+ the called interLATA telephone number (NPA + NXX-XXXX)" for long distance calling assistance from the equal access (FGD) areas.

Dedicated Customers of the Company's interexchange services may dial "00" or "0+ ".

Zero - - The calling party has only entered a 0 so an operator can obtain both the destination number and the billing information.

Zero + - The calling party has entered a destination number but has to talk to the operator about the billing information.

Zero + + The calling party has entered the destination number and the billing information.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.4 Miscellaneous Services, (Cont'd.)

3.4.2 Bill-to-Calling Card (BCC) Service

Bill-to-Calling Card (BCC) Service allows Customers of touch-tone telephones connected to the Company's long distance services to charge calls to their local exchange company (LEC) calling card. In addition to the standard long distance, the BCC charge, as set forth in Section 5 applies when Customers complete calls by entering both the called number and their LEC calling card number without the assistance of an operator (operator charges will apply if operator assistance is required). For BCC calls to Directory Assistance, a fee will apply in addition. The Company only accepts LEC calling cards it can identify as valid. Charges for BCC calls will appear on the Customer's LEC Bill.

3.4.3 Directory Assistance (DA)

Company will connect long distance Customers to Directory Assistance (DA) for a fee as set forth in Section 5. A credit allowance for DA will be provided upon request if the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials the intended DA number (NPA+ 555-1212).

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4- RATE SCHEDULE**4.1 Description of Services**

The Company provides interexchange telecommunications services. Calls are rated based on the duration of the call. In addition, a monthly recurring charge may apply. Unless otherwise indicated, rates are identified in this tariff as per minute rates.

4.2 Calculation of Usage Rates

Billing for calls placed over the Company's network is based in part on the duration of the call. Billing is in six second, eighteen second, thirty second, or minute increments, with a minimum call length of not less than six seconds. Switched basis calls are billed in thirty second initial and six second additional increments, unless indicated otherwise. Dedicated basis calls are billed in six second initial and additional increments, unless indicated otherwise. Travel card calls are billed in sixty second initial and additional increments, unless indicated otherwise. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch. A call is terminated when either party (called or calling) hangs up. Any fractional portion of a call is rounded up to the next highest billing increment.

 INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4- RATE SCHEDULE, (CONT'D.)

4.3 Rate Schedules

This section sets forth the rates and charges applicable to the Company's service offerings to its business Customers.

4.3.1 West Telecom Services, LLC Long Distance Service (LDS)

West Telecom Services, LLC Long Distance Service consists of the furnishing of long distance telephone service between telephone stations located within the state. LDS is available on both a dedicated and presubscribed basis.

A. On-Net Outbound Switched LDS

Usage per Month	Month <u>to month</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$0-499.99	\$0.1350	\$0.1310	\$0.1290	\$0.1270
\$500.00-1,499.99	\$0.1260	\$0.1230	\$0.1210	\$0.1190
\$1,500.00-2,999.99	\$0.1180	\$0.1150	\$0.1130	\$0.1100
\$3,000.00-9,999.99	\$0.1090	\$0.1070	\$0.1060	\$0.1050
\$10,000.00-19,999.99	\$0.1040	\$0.1020	\$0.1010	\$0.1000
\$20,000 +	ICB	ICB	ICB	ICB

B. On-Net Outbound Dedicated LDS

Usage per Month	Month <u>to month</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$1,500.00-2,999.99	\$0.1180	\$0.1150	\$0.1130	\$0.1100
\$3,000.00-9,999.99	\$0.1090	\$0.1070	\$0.1060	\$0.1050
\$10,000.00-19,999.99	\$0.1040	\$0.1020	\$0.1010	\$0.1000
\$20,000 +	ICB	ICB	ICB	ICB

A dedicated T1 is available. An additional monthly recurring local loop charge plus a \$250.00 T1 charge will apply.

 INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4- RATE SCHEDULE, (CONT'D.)

4.3 Rate Schedules, (Cont'd.)

4.3.1 West Telecom Services, LLC Long Distance Service (LDS), (Cont'd.)

C. Off-Net Outbound Switched LDS

Usage per Month	Month to month	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$0-499.99	\$0.1670	\$0.1640	\$0.1620	\$0.1600
\$500.00-1,499.99	\$0.1590	\$0.1560	\$0.1540	\$0.1520
\$1,500.00-2,999.99	\$0.1510	\$0.1480	\$0.1460	\$0.1450
\$3,000.00-9,999.99	\$0.1440	\$0.1420	\$0.1410	\$0.1400
\$10,000.00-19,999.99	\$0.1390	\$0.1370	\$0.1360	\$0.1350
\$20,000 +	ICB	ICB	ICB	ICB

D. Off-Net Outbound Dedicated LDS

Usage per Month	Month to month	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$1,500.00-4,999.99	\$0.1150	\$0.1130	\$0.1120	\$0.1110
\$5,000.00-16,999.99	\$0.1100	\$0.1080	\$0.1070	\$0.1060
\$17,000 +	ICB	ICB	ICB	ICB

A dedicated T1 is available. An additional monthly recurring local loop charge plus a \$250.00 T1 charge will apply.

 INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4- RATE SCHEDULE, (CONT'D.)

4.3 Rate Schedules, (Cont'd.)

4.3.2 West Telecom Services, LLC Toll Free Service

West Telecom Services, LLC Toll Free Service is an inbound-only service in which callers located within the State may place toll-free calls to a telephone in the 800 area code assigned to the Customer. Toll Free Service is available on both a dedicated and presubscribed basis.

A. Usage Charges

On-Net Inbound Switched Toll Free

Usage per Month	Month <u>to month</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$0-499.99	\$0.1420	\$0.1390	\$0.1370	\$0.1350
\$500.00-1,499.99	\$0.1340	\$0.1320	\$0.1300	\$0.1280
\$1,500.00-2,999.99	\$0.1270	\$0.1240	\$0.1222	\$0.1200
\$3,000.00-9,999.99	\$0.1190	\$0.1170	\$0.1160	\$0.1150
\$10,000.00-19,999.99	\$0.1140	\$0.1120	\$0.1110	\$0.1100
\$20,000 +	ICB	ICB	ICB	ICB

On-Net Inbound Dedicated Toll Free

Usage per Month	Month <u>to month</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$1,500.00-2,999.99	\$0.1270	\$0.1240	\$0.1222	\$0.1200
\$3,000.00-9,999.99	\$0.1190	\$0.1170	\$0.1160	\$0.1150
\$10,000.00-19,999.99	\$0.1140	\$0.1120	\$0.1110	\$0.1100
\$20,000 +	ICB	ICB	ICB	ICB

A dedicated T1 is available. An additional monthly recurring local loop charge plus a \$250.00 T1 charge will apply.

 INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4- RATE SCHEDULE, (CONT'D.)

4.3 Rate Schedules, (Cont'd.)

4.3.2 West Telecom Services, LLC Toll Free Service, (Cont'd.)

A. Usage Charges, (Cont'd.)

Off-Net Inbound Switched Toll Free

Usage per Month	Month <u>to month</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$0-499.99	\$0.1670	\$0.1640	\$0.1620	\$0.1600
\$500.00-1,499.99	\$0.1590	\$0.1560	\$0.1540	\$0.1520
\$1,500.00-2,999.99	\$0.1510	\$0.1480	\$0.1460	\$0.1450
\$3,000.00-9,999.99	\$0.1440	\$0.1420	\$0.1410	\$0.1400
\$10,000.00-19,999.99	\$0.1390	\$0.1370	\$0.136	\$0.1350
\$20,000 +	ICB	ICB	ICB	ICB

Off-Net Inbound Dedicated Toll Free

Usage per Month	Month <u>to month</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$1,500.00-4,999.99	\$0.1150	\$0.1130	\$0.1120	\$0.1110
\$5,000.00-16,999.99	\$0.1100	\$0.1080	\$0.1070	\$0.1060
\$17,000 +	ICB	ICB	ICB	ICB

A dedicated T1 is available. An additional monthly recurring local loop charge plus a \$250.00 T1 charge will apply.

 INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4- RATE SCHEDULE, (CONT'D.)

4.3 Rate Schedules, (Cont'd.)

4.3.2 West Telecom Services, LLC Toll Free Service, (Cont'd.)

B. Recurring and Nonrecurring Charges

On-Net	Monthly Recurring <u>Charge</u>	Nonrecurring <u>Charge</u>
Shared charge per 800 number	N/A	N/A
Dedicated charge per routing arrangement	N/A	N/A
Advanced features (per feature)		\$10.00
1 routing feature	\$5.00	N/A
3 routing features	\$10.00	N/A
All routing features	\$20.00	N/A
Off-Net	Monthly Recurring <u>Charge</u>	Nonrecurring <u>Charge</u>
Switched charge per 800 number	N/A	N/A
Dedicated charge per routing arrangement	N/A	N/A
Advanced features (per feature)		\$50.00
1 routing feature	\$30.00	N/A
3 routing features	\$30.00	N/A
All Routing features	\$30.00	N/A

 INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4- RATE SCHEDULE, (CONT'D.)

4.3 Rate Schedules, (Cont'd.)

4.3.3 West Telecom Services, LLC Calling Card Service

West Telecom Services, LLC Calling card service is available to Customers of the Company's long distance services. Customers will reach the Company's network via a toll free number. A Customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Customer's regular monthly bill.

A.	Standard Usage Charges	
	Per minute of use	
	Peak/Off-Peak Rate	\$0.24
	Surcharge	
	Per call	\$0.31
B.	Operator Assisted Calls	
	Person-to-Person surcharge	\$4.65
	Station-to-Station surcharge	\$1.00
C.	Directory Assistance Calls	
	Requested Number Charge	\$1.26
	Call Completion Charge	NC
D.	Enhanced Feature Charges	
1.	Conference Calling	
	per established line	\$2.50
	per minute of usage per line (Day)	\$0.59
	(Weekend)	\$0.35
2.	News and Information	
	per minute of usage	N/A
3.	Speed Dialing	NC

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4- RATE SCHEDULE, (CONT'D.)

4.3 Rate Schedules, (Cont'd.)

4.3.4 Miscellaneous Services, (Cont'd.)

BCC Service

BCC Charge \$0.50

Directory Service

Per requested number \$0.85

Operator Service

- A. Person-to-Person \$2.04
- B. Station-to-Station \$0.84
- C. Operator Dialed Charge* N/A
- D. Busy Line Verification \$0.42
- E. Busy Line Interrupt \$0.48

* Applies in addition to other operator charges

Operator Service

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Period	Each Addt'l Minute	Initial Period	Each Addt'l Minute	Initial Period	Each Addt'l Minute
All	\$0.31	\$0.31	\$0.31	\$0.31	\$0.31	\$0.31