

INFORMATIONAL TARIFF

FOR

WIMACTEL, INC.

This tariff describes the rates, terms and conditions applicable to operator assisted communications services offered from Aggregator locations between and among domestic points within the United States. This tariff is filed for informational purposes pursuant to Section 226 of the Communications Act of 1934, as amended by the "Telephone Operator Consumer Services Improvement Act of 1990."

This tariff is on file with the Federal Communications Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Service is provided by resale of radio, terrestrial facilities, submarine cables, earth terminals and communications satellites in connection with the establishment of communications paths between the locations as specified herein.

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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	
	Original		32	1 st Rev.	*	53.10	Original	*
1	1 st Rev.	*	33	1 st Rev.	*	53.11	Original	*
2	Original		34	1 st Rev.	*	53.12	Original	*
3	Original		35	1 st Rev.	*	53.13	Original	*
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5	Original		37	1 st Rev.	*	53.15	Original	*
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7	Original		39	1 st Rev.	*	53.17	Original	*
8	Original		40	1 st Rev.	*	53.18	Original	*
9	Original		41	1 st Rev.	*	53.19	Original	*
10	Original		42	1 st Rev.	*	53.20	Original	*
11	Original		43	1 st Rev.	*	53.21	Original	*
12	Original		44	1 st Rev.	*	53.22	Original	*
13	Original		45	1 st Rev.	*	53.23	Original	*
14	Original		46	1 st Rev.	*	53.24	Original	*
15	Original		47	1 st Rev.	*	53.25	Original	*
16	Original		48	1 st Rev.	*	53.26	Original	*
17	Original		49	1 st Rev.	*	53.27	Original	*
18	Original		50	1 st Rev.	*	53.28	Original	*
19	Original		51	1 st Rev.	*	53.29	Original	*
20	Original		52	1 st Rev.	*	53.30	Original	*
21	Original		53	1 st Rev.	*	54	Original	
22	Original		53.1	Original	*	55	Original	
23	Original		53.2	Original	*	56	1 st Rev.	*
24	Original		53.3	Original	*	57	1 st Rev.	*
25	Original		53.4	Original	*	58	1 st Rev.	*
26	Original		53.5	Original	*	59	Original	
27	Original		53.5	Original	*			
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CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Participating Carriers

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SYMBOLS

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

- C** - To signify Changed Regulation.
- D** - Delete or Discontinue
- I** - Change Resulting in an Increase to a rate
- M** - Moved from Another Tariff Location
- N** - New
- R** - Change Resulting in a Reduction to a rate
- S** - Matter Appearing Elsewhere or Repeated for Clarification
- T** - Change in Text But No Change to Rate or Charge
- V** - Signifies Vintage Tariff
- Z** - Correction

TARIFF FORMAT

- A. Page Numbering** - Sheet numbers appear in the upper right corner of the page. 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. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Original Sheet 14 cancels the 3rd Original Sheet 14. Because of various suspension periods, deferrals, etc., 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:
- 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 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 Original 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.

SECTION 1 - TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's telephone to a WiMacTel designated switching center or point of presence.

Aggregator - A person, firm, corporation, or other legal entity which contracts with WiMacTel for installation of the Company's services. Aggregators make available the Company's services for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is also responsible for compliance with the terms and conditions of this tariff.

Authorized User - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff.

Calling Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.

Collect Billing - A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges.

Commercial Credit Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.

Commission - Refers to the Federal Communications Commission.

Company or Carrier - Used throughout this tariff to refer to WiMacTel, Inc., unless otherwise clearly indicated by the context.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier.

LEC - Local exchange company.

Mainland United States - The forty-eight (48) states within the continental United States of America and the District of Columbia.

Pay Telephone - A telephone instrument equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

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

United States - For purposes of this tariff the term "United States" includes the Mainland United States of America, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, and the Commonwealth of the Northern Mariana Islands (CNMI).

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

WiMacTel- Used throughout this tariff refers to WiMacTel, Inc.

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of WiMacTel, Inc.**

WiMacTel's services and facilities are furnished for communications originating and terminating within the United States under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

WiMacTel arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers and Aggregators in accordance with the terms and conditions set forth under this tariff. WiMacTel may act as the Customer's or Aggregator's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer or Aggregator, to allow connection of a Customer's or Aggregator's location to the WiMacTel network. The Customer or Aggregator shall be responsible for all charges due for such service arrangements.

2.2 Use

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

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Limitations**

- 2.3.1** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer or Aggregator is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.2** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored service as soon as it can be provided without undue risk.

2.4 Assignment and Transfer

All facilities provided under this tariff are directly or indirectly controlled by WiMacTel and neither the Customer nor Aggregator may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.5 Liability of the Company**

- 2.5.1** WiMacTel's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed \$100.00 or an amount equivalent to the proportionate charge to the Customer, whichever is greater, for the period during which the faults in transmission occur.
- 2.5.2** The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer or Aggregator against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, 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 out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Aggregator; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

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

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

- 2.5.4** The Company shall not be liable for any defacement of or damages to the premises of a Customer or Aggregator resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.5.5** The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer or Aggregator.
- 2.5.6** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.6 Billing and Payment For Service****2.6.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- (A) any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- (B) any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
- (C) any calls placed by or through the Customer's equipment via any remote access feature(s).

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.6 Billing and Payment For Service, (Cont'd.)****2.6.2 Payment for Service**

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.

When charges for a call are paid for by deposit of coins or other acceptable currency in a Pay Telephone (Sent-Paid), the total charge for the call is the sum of the appropriate usage charges, operator service charges, other per call surcharges plus any applicable taxes rounded to the nearest multiple of \$0.05.

2.6.3 Disputed Charges

Any objections to billed charges must be reported to the Company or its billing agent within twenty (20) days of the closing date printed on the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.6 Billing and Payment For Service, (Cont'd.)****2.6.4 Taxes**

WiMacTel reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes will be itemized separately on Customer bills.

2.6.5 Late Payment Fees

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent.

2.6.6 Return Check Charge

A return check charge of \$15.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the Company or its billing agent.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.7 Deposits**

The Company does not normally require deposits. However the Company reserves the right to collect an amount not to exceed 2 months estimated charges as a deposit from Customers whose credit history is unacceptable or unknown to the Company.

2.8 Advance Payments

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, WiMacTel reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.9 Refunds or Credits for Service Outages or Deficiencies**

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

2.9.2 For purposes of credit computation every month shall be considered to have thirty (30) days. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four (24) hours. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service.

2.9.3 For message rated toll and operator assisted services, credits will be limited to, at maximum, the price of the initial period of the individual call that was interrupted plus any operator service charges or surcharges required to reconnect the caller.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.10 Cancellation or Termination of Service**

2.10.1 The Company may terminate service to a Customer or Aggregator for nonpayment of undisputed charges or other violation of this tariff or provision of law upon five (5) days written notice to the Customer or Aggregator without incurring any liability for damages due to loss of telephone service to the Customer or Aggregator.

2.10.2 WiMacTel may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer or Aggregator shall be given five (5) days notice to comply with any rule or remedy any deficiency:

- (A) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- (B) For use of telephone service for any purpose other than that described in the application.
- (C) For neglect or refusal to provide reasonable access to WiMacTel or its agents for the purpose of inspection and maintenance of equipment owned by WiMacTel or its agents.
- (D) For noncompliance with or violation of Commission regulation or WiMacTel's rules and regulations on file with the Commission.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.10 Cancellation or Termination of Service, (Cont'd.)****2.10.2 (Continued)**

- (E) Without notice in the event of Customer, Aggregator or Authorized User use of equipment in such a manner as to adversely affect WiMacTel's equipment or service to others.
- (F) Without notice in the event of tampering with the equipment or services owned by WiMacTel or its agents.
- (G) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, WiMacTel may, before restoring service, require the Customer or Aggregator to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (H) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such services.
- (I) For periods of inactivity over sixty (60) days.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.11 Interconnection**

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

2.12 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of WiMacTel's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.13 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.14 Use of Recording Devices**

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

2.14.1 Customers or Authorized Users may record a conversation if the Customer or Authorized User first obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

2.14.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

2.14.3 The requirements of 2.14.1 and 2.14.2 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.15 Miscellaneous Rates and Charges**

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

2.15.1 Pay Telephone Surcharge

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

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

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.15 Miscellaneous Rates and Charges, (Cont'd.)****2.15.1 Pay Telephone Surcharge, (cont'd.)**

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

Range per Call	\$0.60
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2.15.2 Universal Service Fund

Telecommunications services provided by the Company are subject to a Universal Service Fund Charge. The Universal Service Fund provides telecommunications and information services to schools, libraries and rural health care facilities; it also serves to subsidize local service to high cost areas and low-income households

The FCC Contribution factor is subject to change quarterly. The current factor can found at http://www.fcc.gov/wcb/universal_service/quarter.html.

2.16 Annual Estimated Minutes

The following table shows the number of operator service minutes estimated on an annual basis for each of the Rate Schedules in Section 3 of this tariff.

Estimated Minutes

100,000

SECTION 3 - SERVICE DESCRIPTIONS AND RATES**3.1 General**

WiMacTel provides operator assisted services for interstate communications originating from Aggregator locations and terminating within the United States. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of WiMacTel's services and network. No installation charges apply.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.2 Timing of Calls**

Billing for calls placed over the WiMacTel network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1** Chargeable time begins when the connection is established between the calling party and the Company's switch.
- 3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, WiMacTel will reasonably issue credit for the call.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.3 Rate Periods and Holidays

For time of day sensitive services, the following rate periods apply unless otherwise specified in this tariff. The Aggregator may choose whether to apply the Evening and Night/Weekend discounts of the selected schedule.

	MON	TUES	WED	THU	FRI	SAT	SUN
8:00 AM to 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM to 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM to 8:00 AM*							

* Up to but not including.

Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)
3.4 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points. The distance between the originating Wire Center that of the destination point is calculated by using industry standard "V" and "H" coordinates and the following calculation method:

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula =

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

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.5 Operator Services****3.5.1 Determination of Charges**

The charges for Operator Services are determined by the:

- distance between applicable rate centers
- time of day and day of week
- duration of call
- class of call

All calls are billed based upon the actual billing increments as defined in each specific rate table.

3.5.2 Classes of Services

Service is offered on a Customer Dialed Calling Card Station, Operator Station, Person-to-Person or Real Time Rated-Operator Station/Person-to-Person basis. Day, Evening, Night and Weekend rates apply to all classes of services.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.5 Operator Services, (Cont'd.)****3.5.3 Application of Operator Services Rates**

The total charge for each completed operator assisted call consists of the following charge elements: (a) a measured usage charge dependent on the duration, distance and time of day of the call; (b) a fixed Operator Service charge and/or surcharge for operator assisted calls, which will be dependent on the type of billing selected (i.e., calling card, third party or other) and/or the completion restriction selected (i.e. station-to-station or person-to-person). All calls are billed based upon the actual billing increments as defined in each specific rate table.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.5 Operator Services, (Cont'd.)****3.5.4 WiMacTel Operator Services**

A service provided to host locations for use by transient End users. This service anticipates the provision of Operator Services and/or billing options. Service is offered under this Tariff to Aggregators throughout the United States for interstate calling. Calls are routed over transmission and switching facilities of the underlying carrier to any valid NPA-NXX in the United States.

Calls are measured as described in Sections in this tariff and rated based on time of day, call duration and mileage. Per-minute usage sensitive charges, as well as per-call operator service charges apply.

A Operator Service Call Types

Credit Card - A service whereby the End User placing the call bills the call to a commercial credit card, such as MasterCard, VISA, American Express or Diners Club

Telco Card - A service whereby the End User placing the calls bills the call to a Telephone Company issued Calling Card, with or without Operator Assistance.

Operator Station - A service whereby the End User places a station to station call which is billed via credit card, calling card, collect or third party with the assistance of an operator (live or automated)

Person-to-Person - A service whereby the End User originating the call specifies a particular person to be reached, or a particular station, room number, department, of office to be reached through a PBX attendant. A Person-to-Person call may be billed to the called party, a third number, a credit card or a calling card.

Time and Charges - A service whereby the End User requests the Company to monitor the start and stop time of a call for the purpose of on-site payment and/or other call accounting purposes.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.5 Operator Service Plan #1

All calls are billed in three (3) minute increments after the initial minimum call duration of three (3) minutes. Partial minutes are rounded up to the next three (3) minute increment.

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$5.175	\$5.175	\$5.175	\$5.175	\$5.175	\$5.175

B Per Call Services Charges:

	Automated	Operator Assisted	
Calling Card:	\$10.98	\$12.49	(T)
Collect (Station to Station):	\$11.49	\$12.49	
3 rd Party:	\$11.98	\$14.98	
Person to Person:	\$17.49	\$17.49	
Credit Card:	\$10.98	\$12.49	

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.6 Operator Service Plan #2

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

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$1.725	\$1.725	\$1.725	\$1.725	\$1.725	\$1.725

B Per Call Services Charges:

	Automated	Operator Assisted	
Calling Card:	\$10.98	\$12.49	(T)
Collect (Station to Station):	\$11.49	\$12.49	
3 rd Party:	\$11.98	\$14.98	
Person to Person:	\$17.49	\$17.49	
Credit Card:	\$10.98	\$12.49	

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.7 Operator Service Plan #3

All calls are billed in five (5) minute increments after the initial minimum call duration of five (5) minutes. Partial minutes are rounded up to the next five (5) minute increment. (T)

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$8.625	\$8.625	\$8.625	\$8.625	\$8.625	\$8.625

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$10.98	\$12.49
Collect (Station to Station):	\$11.49	\$12.49
3 rd Party:	\$11.98	\$14.98
Person to Person:	\$17.49	\$17.49
Credit Card:	\$10.98	\$12.49

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.8 Operator Service Plan #4

All calls are billed in six (6) minute increments after the initial minimum call duration of six (6) minutes. Partial minutes are rounded up to the next six (6) minute increment. (T)

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$10.350	\$10.350	\$10.350	\$10.350	\$10.350	\$10.350

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$10.98	\$12.49
Collect (Station to Station):	\$11.49	\$12.49
3 rd Party:	\$11.98	\$14.98
Person to Person:	\$17.49	\$17.49
Credit Card:	\$10.98	\$12.49

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.5 Operator Services, (Cont'd.)****3.5.9 Operator Service Plan #5**

All calls are billed in three (3) minute increments after the initial minimum call duration of five (5) minutes. Partial minutes are rounded up to the next three (3) minute increment. (T)

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$8.625	\$5.175	\$8.625	\$5.175	\$8.625	\$5.175

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$10.98	\$12.49
Collect (Station to Station):	\$11.49	\$12.49
3 rd Party:	\$11.98	\$14.98
Person to Person:	\$17.49	\$17.49
Credit Card:	\$10.98	\$12.49

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.10 Operator Service Plan #6

All calls are billed in three (3) minute increments after the initial minimum call duration of six (6) minutes. Partial minutes are rounded up to the next three (3) minute increment. (T)

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$10.350	\$5.175	\$10.350	\$5.175	\$10.350	\$5.175

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$10.98	\$12.49
Collect (Station to Station):	\$11.49	\$12.49
3 rd Party:	\$11.98	\$14.98
Person to Person:	\$17.49	\$17.49
Credit Card:	\$10.98	\$12.49

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.5 Operator Services, (Cont'd.)****3.5.11 Operator Service Plan #7**

All calls are billed in three (3) minute increments after the initial minimum call duration of three (3) minutes. Partial minutes are rounded up to the next three (3) minute increment.

A Usage Rates – Interstate

	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
Miles						
0-9999	\$4.470	\$4.470	\$4.470	\$4.470	\$4.470	\$4.470

B Per Call Services Charges:

	Automated	Operator Assisted	(T)
Calling Card:	\$5.99	\$10.49	
Collect (Station to Station):	\$6.99	\$10.49	
3 rd Party:	\$6.99	\$12.98	
Person to Person:	\$15.49	\$15.49	
Credit Card:	\$5.99	\$10.49	

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.5 Operator Services, (Cont'd.)****3.5.12 Operator Service Plan #8**

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

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$1.490	\$1.490	\$1.490	\$1.490	\$1.490	\$1.490

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$5.99	\$10.49
Collect (Station to Station):	\$6.99	\$10.49
3 rd Party:	\$6.99	\$12.98
Person to Person:	\$15.49	\$15.49
Credit Card:	\$5.99	\$10.49

(T)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.5 Operator Services, (Cont'd.)****3.5.13 Operator Service Plan #9**

All calls are billed in five (5) minute increments after the initial minimum call duration of five (5) minutes. Partial minutes are rounded up to the next five (5) minute increment. (T)

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$7.450	\$7.450	\$7.450	\$7.450	\$7.450	\$7.450

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$5.99	\$10.49
Collect (Station to Station):	\$6.99	\$10.49
3 rd Party:	\$6.99	\$12.98
Person to Person:	\$15.49	\$15.49
Credit Card:	\$5.99	\$10.49

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.14 Operator Service Plan #10

All calls are billed in six (6) minute increments after the initial minimum call duration of six (6) minutes. Partial minutes are rounded up to the next six (6) minute increment. (T)

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$8.940	\$8.940	\$8.940	\$8.940	\$8.940	\$8.940

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$5.99	\$10.49
Collect (Station to Station):	\$6.99	\$10.49
3 rd Party:	\$6.99	\$12.98
Person to Person:	\$15.49	\$15.49
Credit Card:	\$5.99	\$10.49

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.5 Operator Services, (Cont'd.)****3.5.15 Operator Service Plan #11**

All calls are billed in three (3) minute increments after the initial minimum call duration of five (5) minutes. Partial minutes are rounded up to the next three (3) minute increment. (T)

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$7.450	\$4.470	\$7.450	\$4.470	\$7.450	\$4.470

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$5.99	\$10.49
Collect (Station to Station):	\$6.99	\$10.49
3 rd Party:	\$6.99	\$12.98
Person to Person:	\$15.49	\$15.49
Credit Card:	\$5.99	\$10.49

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.16 Operator Service Plan #12

All calls are billed in three (3) minute increments after the initial minimum call duration of six (6) minutes. Partial minutes are rounded up to the next three (3) minute increment. (T)

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$8.940	\$4.470	\$8.940	\$4.470	\$8.940	\$4.470

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$5.99	\$10.49
Collect (Station to Station):	\$6.99	\$10.49
3 rd Party:	\$6.99	\$12.98
Person to Person:	\$15.49	\$15.49
Credit Card:	\$5.99	\$10.49

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.5 Operator Services, (Cont'd.)****3.5.17 Operator Service Plan #13**

All calls are billed in three (3) minute increments after the initial minimum call duration of three (3) minutes. Partial minutes are rounded up to the next three (3) minute increment.

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$4.917	\$4.917	\$4.917	\$4.917	\$4.917	\$4.917

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$6.59	\$11.54
Collect (Station to Station):	\$7.69	\$11.54
3 rd Party:	\$7.69	\$14.28
Person to Person:	\$17.04	\$17.04
Credit Card:	\$6.59	\$11.54

(T)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.5 Operator Services, (Cont'd.)****3.5.18 Operator Service Plan #14**

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

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$1.639	\$1.639	\$1.639	\$1.639	\$1.639	\$1.639

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$6.59	\$11.54
Collect (Station to Station):	\$7.69	\$11.54
3 rd Party:	\$7.69	\$14.28
Person to Person:	\$17.04	\$17.04
Credit Card:	\$6.59	\$11.54

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.19 Operator Service Plan #15

All calls are billed in five (5) minute increments after the initial minimum call duration of five (5) minutes. Partial minutes are rounded up to the next five (5) minute increment. (T)

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$8.195	\$8.195	\$8.195	\$8.195	\$8.195	\$8.195

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$6.59	\$11.54
Collect (Station to Station):	\$7.69	\$11.54
3 rd Party:	\$7.69	\$14.28
Person to Person:	\$17.04	\$17.04
Credit Card:	\$6.59	\$11.54

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.5 Operator Services, (Cont'd.)****3.5.20 Operator Service Plan #16**

All calls are billed in six (6) minute increments after the initial minimum call duration of six (6) minutes. Partial minutes are rounded up to the next six (6) minute increment. (T)

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$9.834	\$9.834	\$9.834	\$9.834	\$9.834	\$9.834

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$6.59	\$11.54
Collect (Station to Station):	\$7.69	\$11.54
3 rd Party:	\$7.69	\$14.28
Person to Person:	\$17.04	\$17.04
Credit Card:	\$6.59	\$11.54

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.21 Operator Service Plan #17

All calls are billed in three (3) minute increments after the initial minimum call duration of five (5) minutes. Partial minutes are rounded up to the next three (3) minute increment. (T)

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$8.195	\$4.917	\$8.195	\$4.917	\$8.195	\$4.917

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$6.59	\$11.54
Collect (Station to Station):	\$7.69	\$11.54
3 rd Party:	\$7.69	\$14.28
Person to Person:	\$17.04	\$17.04
Credit Card:	\$6.59	\$11.54

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.22 Operator Service Plan #18

All calls are billed in three (3) minute increments after the initial minimum call duration of six (6) minutes. Partial minutes are rounded up to the next three (3) minute increment. (T)

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$9.834	\$4.917	\$9.834	\$4.917	\$9.834	\$4.917

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$6.59	\$11.54
Collect (Station to Station):	\$7.69	\$11.54
3 rd Party:	\$7.69	\$14.28
Person to Person:	\$17.04	\$17.04
Credit Card:	\$6.59	\$11.54

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.23 Operator Service Plan #19

All calls are billed in three (3) minute increments after the initial minimum call duration of three (3) minutes. Partial minutes are rounded up to the next three (3) minute increment.

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$5.589	\$5.589	\$5.589	\$5.589	\$5.589	\$5.589

B Per Call Services Charges:

	Automated	Operator Assisted	
Calling Card:	\$7.49	\$13.11	(T)
Collect (Station to Station):	\$8.74	\$13.11	
3 rd Party:	\$8.74	\$16.23	
Person to Person:	\$19.36	\$19.36	
Credit Card:	\$7.49	\$13.11	

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.5 Operator Services, (Cont'd.)****3.5.24 Operator Service Plan #20**

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

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$1.863	\$1.863	\$1.863	\$1.863	\$1.863	\$1.863

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$7.49	\$13.11
Collect (Station to Station):	\$8.74	\$13.11
3 rd Party:	\$8.74	\$16.23
Person to Person:	\$19.36	\$19.36
Credit Card:	\$7.49	\$13.11

(T)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.5 Operator Services, (Cont'd.)****3.5.25 Operator Service Plan #21**

All calls are billed in five (5) minute increments after the initial minimum call duration of five (5) minutes. Partial minutes are rounded up to the next five (5) minute increment. (T)

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$9.315	\$9.315	\$9.315	\$9.315	\$9.315	\$9.315

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$7.49	\$13.11
Collect (Station to Station):	\$8.74	\$13.11
3 rd Party:	\$8.74	\$16.23
Person to Person:	\$19.36	\$19.36
Credit Card:	\$7.49	\$13.11

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.5 Operator Services, (Cont'd.)****3.5.26 Operator Service Plan #22**

All calls are billed in six (6) minute increments after the initial minimum call duration of six (6) minutes. Partial minutes are rounded up to the next six (6) minute increment. (T)

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$11.178	\$11.178	\$11.178	\$11.178	\$11.178	\$11.178

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$7.49	\$13.11
Collect (Station to Station):	\$8.74	\$13.11
3 rd Party:	\$8.74	\$16.23
Person to Person:	\$19.36	\$19.36
Credit Card:	\$7.49	\$13.11

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.27 Operator Service Plan #23

All calls are billed in three (3) minute increments after the initial minimum call duration of five (5) minutes. Partial minutes are rounded up to the next three (3) minute increment. (T)

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$9.315	\$5.589	\$9.315	\$5.589	\$9.315	\$5.589

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$7.49	\$13.11
Collect (Station to Station):	\$8.74	\$13.11
3 rd Party:	\$8.74	\$16.23
Person to Person:	\$19.36	\$19.36
Credit Card:	\$7.49	\$13.11

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.5 Operator Services, (Cont'd.)****3.5.28 Operator Service Plan #24**

All calls are billed in three (3) minute increments after the initial minimum call duration of six (6) minutes. Partial minutes are rounded up to the next three (3) minute increment.

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$11.178	\$5.589	\$11.178	\$5.589	\$11.178	\$5.589

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$7.49	\$13.11
Collect (Station to Station):	\$8.74	\$13.11
3 rd Party:	\$8.74	\$16.23
Person to Person:	\$19.36	\$19.36
Credit Card:	\$7.49	\$13.11

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.29 Operator Service Plan #25

All calls are billed in three (3) minute increments after the initial minimum call duration of three (3) minutes. Partial minutes are rounded up to the next three (3) minute increment.

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$4.470	\$4.470	\$4.470	\$4.470	\$4.470	\$4.470

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$5.99	\$8.50
Collect (Station to Station):	\$6.99	\$8.50
3 rd Party:	\$7.99	\$10.99
Person to Person:	\$12.50	\$13.50
Credit Card:	\$5.99	\$8.50

Per Call Charges

Non Subscriber Fee: \$3.50

(N)

(N)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.30 Operator Service Plan #26

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

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$1.490	\$1.490	\$1.490	\$1.490	\$1.490	\$1.490

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$5.99	\$8.50
Collect (Station to Station):	\$6.99	\$8.50
3 rd Party:	\$7.99	\$10.99
Person to Person:	\$12.50	\$13.50
Credit Card:	\$5.99	\$8.50

Per Call Charges

Non Subscriber Fee: \$3.50

(N)

(N)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.31 Operator Service Plan #27

All calls are billed in five (5) minute increments after the initial minimum call duration of five (5) minutes. Partial minutes are rounded up to the next five (5) minute increment.

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$7.450	\$7.450	\$7.450	\$7.450	\$7.450	\$7.450

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$5.99	\$8.50
Collect (Station to Station):	\$6.99	\$8.50
3 rd Party:	\$7.99	\$10.99
Person to Person:	\$12.50	\$13.50
Credit Card:	\$5.99	\$8.50

	Per Call Charges
Non Subscriber Fee:	\$3.50

(N)

(N)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.32 Operator Service Plan #28

All calls are billed in six (6) minute increments after the initial minimum call duration of six (6) minutes. Partial minutes are rounded up to the next six (6) minute increment.

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$8.940	\$8.940	\$8.940	\$8.940	\$8.940	\$8.940

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$5.99	\$8.50
Collect (Station to Station):	\$6.99	\$8.50
3 rd Party:	\$7.99	\$10.99
Person to Person:	\$12.50	\$13.50
Credit Card:	\$5.99	\$8.50

Per Call Charges

Non Subscriber Fee: \$3.50

(N)

(N)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.33 Operator Service Plan #29

All calls are billed in three (3) minute increments after the initial minimum call duration of five (5) minutes. Partial minutes are rounded up to the next three (3) minute increment.

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$7.450	\$4.470	\$7.450	\$4.470	\$7.450	\$4.470

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$5.99	\$8.50
Collect (Station to Station):	\$6.99	\$8.50
3 rd Party:	\$7.99	\$10.99
Person to Person:	\$12.50	\$13.50
Credit Card	\$5.99	\$8.50

Per Call Charges

Non Subscriber Fee: \$3.50

(N)

(N)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.34 Operator Service Plan #30

All calls are billed in three (3) minute increments after the initial minimum call duration of six (6) minutes. Partial minutes are rounded up to the next three (3) minute increment.

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$8.940	\$4.470	\$8.940	\$4.470	\$8.940	\$4.470

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$5.99	\$8.50
Collect (Station to Station):	\$6.99	\$8.50
3 rd Party:	\$7.99	\$10.99
Person to Person:	\$12.50	\$13.50
Credit Card:	\$5.99	\$8.50

Non Subscriber Fee: **Per Call Charges**
\$3.50

(N)

(N)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.35 Operator Service Plan #31

All calls are billed in three (3) minute increments after the initial minimum call duration of three (3) minutes. Partial minutes are rounded up to the next three (3) minute increment.

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$4.920	\$4.920	\$4.920	\$4.920	\$4.920	\$4.920

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$6.59	\$9.35
Collect (Station to Station):	\$7.69	\$9.35
3 rd Party:	\$8.79	\$12.09
Person to Person:	\$13.75	\$14.85
Credit Card:	\$6.59	\$9.35

Per Call Charges

Non Subscriber Fee: \$3.50

(N)

(N)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.36 Operator Service Plan #32

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

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$1.640	\$1.640	\$1.640	\$1.640	\$1.640	\$1.640

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$6.59	\$9.35
Collect (Station to Station):	\$7.69	\$9.35
3 rd Party:	\$8.79	\$12.09
Person to Person:	\$13.75	\$14.85
Credit Card:	\$6.59	\$9.35

Per Call Charges

Non Subscriber Fee: \$3.50

(N)

(N)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.37 Operator Service Plan #33

All calls are billed in five (5) minute increments after the initial minimum call duration of five (5) minutes. Partial minutes are rounded up to the next five (5) minute increment.

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$8.200	\$8.200	\$8.200	\$8.200	\$8.200	\$8.200

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$6.59	\$9.35
Collect (Station to Station):	\$7.69	\$9.35
3 rd Party:	\$8.79	\$12.09
Person to Person:	\$13.75	\$14.85
Credit Card:	\$6.59	\$9.35

Non Subscriber Fee: **Per Call Charges**
\$3.50

(N)

(N)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.38 Operator Service Plan #34

All calls are billed in six (6) minute increments after the initial minimum call duration of six (6) minutes. Partial minutes are rounded up to the next six (6) minute increment.

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$9.840	\$9.840	\$9.840	\$9.840	\$9.840	\$9.840

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$6.59	\$9.35
Collect (Station to Station):	\$7.69	\$9.35
3 rd Party:	\$8.79	\$12.09
Person to Person:	\$13.75	\$14.85
Credit Card:	\$6.59	\$9.35

Non Subscriber Fee: **Per Call Charges** \$3.50

(N)

(N)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.39 Operator Service Plan #35

All calls are billed in three (3) minute increments after the initial minimum call duration of five (5) minutes. Partial minutes are rounded up to the next three (3) minute increment.

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$8.200	\$4.920	\$8.200	\$4.920	\$8.200	\$4.920

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$6.59	\$9.35
Collect (Station to Station):	\$7.69	\$9.35
3 rd Party:	\$8.79	\$12.09
Person to Person:	\$13.75	\$14.85
Credit Card:	\$6.59	\$9.35

Per Call Charges

Non Subscriber Fee: \$3.50

(N)

(N)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.40 Operator Service Plan #36

All calls are billed in three (3) minute increments after the initial minimum call duration of six (6) minutes. Partial minutes are rounded up to the next three (3) minute increment.

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$9.840	\$4.920	\$9.840	\$4.920	\$9.840	\$4.920

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$6.59	\$9.35
Collect (Station to Station):	\$7.69	\$9.35
3 rd Party:	\$8.79	\$12.09
Person to Person:	\$13.75	\$14.85
Credit Card:	\$6.59	\$9.35

Per Call Charges

Non Subscriber Fee: \$3.50

(N)

(N)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.41 Operator Service Plan #37

All calls are billed in three (3) minute increments after the initial minimum call duration of three (3) minutes. Partial minutes are rounded up to the next three (3) minute increment.

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$5.580	\$5.580	\$5.580	\$5.580	\$5.580	\$5.580

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$7.49	\$10.63
Collect (Station to Station):	\$8.74	\$10.63
3 rd Party:	\$9.99	\$13.74
Person to Person:	\$15.63	\$16.88
Credit Card:	\$7.49	\$10.63

Per Call Charges

Non Subscriber Fee: \$3.50

(N)

(N)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.42 Operator Service Plan #38

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

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$1.860	\$1.860	\$1.860	\$1.860	\$1.860	\$1.860

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$7.49	\$10.63
Collect (Station to Station):	\$8.74	\$10.63
3 rd Party:	\$9.99	\$13.74
Person to Person:	\$15.63	\$16.88
Credit Card	\$7.49	\$10.63

Per Call Charges

Non Subscriber Fee: \$3.50

(N)

(N)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.43 Operator Service Plan #39

All calls are billed in five (5) minute increments after the initial minimum call duration of five (5) minutes. Partial minutes are rounded up to the next five (5) minute increment.

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$9.300	\$9.300	\$9.300	\$9.300	\$9.300	\$9.300

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$7.49	\$10.63
Collect (Station to Station):	\$8.74	\$10.63
3 rd Party:	\$9.99	\$13.74
Person to Person:	\$15.63	\$16.88
Credit Card:	\$7.49	\$10.63

Per Call Charges

Non Subscriber Fee: \$3.50

(N)

(N)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.44 Operator Service Plan #40

All calls are billed in six (6) minute increments after the initial minimum call duration of six (6) minutes. Partial minutes are rounded up to the next six (6) minute increment.

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$11.160	\$11.160	\$11.160	\$11.160	\$11.160	\$11.160

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$7.49	\$10.63
Collect (Station to Station):	\$8.74	\$10.63
3 rd Party:	\$9.99	\$13.74
Person to Person:	\$15.63	\$16.88
Credit Card:	\$7.49	\$10.63

Per Call Charges

Non Subscriber Fee: \$3.50

(N)

(N)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.5 Operator Services, (Cont'd.)****3.5.45 Operator Service Plan #41**

All calls are billed in three (3) minute increments after the initial minimum call duration of five (5) minutes. Partial minutes are rounded up to the next three (3) minute increment.

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$9.300	\$5.580	\$9.300	\$5.580	\$9.300	\$5.580

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$7.49	\$10.63
Collect (Station to Station):	\$8.74	\$10.63
3 rd Party:	\$9.99	\$13.74
Person to Person:	\$15.63	\$16.88
Credit Card:	\$7.49	\$10.63

Per Call Charges

Non Subscriber Fee: \$3.50

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.46 Operator Service Plan #42

All calls are billed in three (3) minute increments after the initial minimum call duration of six (6) minutes. Partial minutes are rounded up to the next three (3) minute increment.

A Usage Rates – Interstate

Miles	Day		Evening		Night	
	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period	Initial Period	Each Addt'l. Period
0-9999	\$11.160	\$5.580	\$11.160	\$5.580	\$11.160	\$5.580

B Per Call Services Charges:

	Automated	Operator Assisted
Calling Card:	\$7.49	\$10.63
Collect (Station to Station):	\$8.74	\$10.63
3 rd Party:	\$9.99	\$13.74
Person to Person:	\$15.63	\$16.88
Credit Card:	\$7.49	\$10.63

Per Call Charges

Non Subscriber Fee: \$3.50

(N)

(N)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.6 800 Call Plan 1**

The 800 Call Plan 1 permits Customers to access the WiMacTel network by dialing the Company's Toll Free access number to make operator assisted and calling card calls from any location within the state. Customers are not required to be presubscribed to the Company to access or received calls placed through this service. All calls are billed in three (3) minute increments.

3.6.1 Rate Plan

	Initial 3 Minutes	Each Additional 3 Minutes
Per Call Rate	\$5.175	\$5.175

3.6.2 Operator Connect Charges

	Automated	Operator Assisted
Calling Card:	\$10.98	\$12.49
Credit Card:	\$11.49	\$12.49
Collect (Station to Station):	\$11.98	\$14.98
3 rd Party:	\$17.49	\$17.49
Person to Person:	\$10.98	\$12.49
Premise Imposed Fee:	\$5.00	

ISSUED: May 13, 2011

EFFECTIVE: May 14, 2011

BY:

James MacKenzie, President and CEO
2225 East Bayshore Road, Suite 200
Palo Alto, CA 94303

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.7 Star 89 Call Plan**

Customers may access the Company's network to place a collect call or other call type requiring operator assistance by dialing a designated access code ("*89") at pay telephone locations presubscribed to WiMacTel's services. Calls are billed in three (3) minute increments with minimum call duration, for billing purposes, of three (3) minutes. Calls are not mileage or time-of-day sensitive.

3.7.1 Usage Rates

	Initial 3 Minutes	Each Additional 3 Minutes
Per Call Rate	\$5.175	\$5.175

3.7.2 Operator Connect Charges

	Automated	Operator Assisted
Calling Card:	\$10.98	\$12.49
Credit Card:	\$11.49	\$12.49
Collect (Station to Station):	\$11.98	\$14.98
3 rd Party:	\$17.49	\$17.49
Person to Person:	\$10.98	\$12.49
Premise Imposed Fee:	\$5.00	

ISSUED: May 13, 2011

EFFECTIVE: May 14, 2011

BY:

James MacKenzie, President and CEO
2225 East Bayshore Road, Suite 200
Palo Alto, CA 94303

SECTION 4 – MISCELLANEOUS CHARGES**4.1 General**

These Miscellaneous charges apply to all plans in Section 3 unless otherwise stated.

4.2 Premise Imposed Fee

At the option of the Aggregator, a per-call Premise Imposed Fee may apply for the use of the Aggregator's telecommunications facilities and equipment. The Company reserves the right to limit the combination of usage charges, service charges and surcharges to insure that the resulting charges per call are just and reasonable in the judgment of the Company.

Premise Imposed Fee	\$0.00 - \$9.50	(I)
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4.3 Non Subscriber Fee

A Service charge is applicable to interstate Operator Station, Person-to-Person or Real Time rated calls billed to all lines that are presubscribed to an interexchange carrier other than WiMacTel, or not presubscribed to any interexchange carrier. This charge is in addition to the initial period and additional period charges applicable to calls from points throughout the United States.

The Non-Subscriber Service Charge does not apply to calling card calls, conference calls, calls to Directory Assistance, toll free or 900 telephone numbers, Ship-to-Shore service or Telecommunications Relay Service, calls originated from cellular phones; and Customers with disabilities.

Per Call Charge	\$7.50	(I)
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SECTION 4 – MISCELLANEOUS CHARGES**4.4 Bill Statement Fee**

Customers utilizing the Company's Operator Services will be charged a Bill Statement Fee. This fee will be assessed when the Company bills for its services on the Customer's local telephone bill. One Bill Statement Fee will only apply in months where there is monthly usage.

Bill Statement Fee	\$2.99	(I)
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4.5 Regulatory Compliance Fee

In addition to charges for service a Regulatory Compliance Fee is assessed in order to partially recover expenses incurred with regard to interstate regulatory costs and taxes, such as expenses associated with billing, collecting and remitting federal USF; national TRS and LNP funds, national number portability, federal regulatory fees, expenses for federal regulatory proceedings and compliance, and interstate and international allocations of property and other taxes.

Regulatory Compliance Fee	\$1.50
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4.6 Carrier Cost Recovery

In addition to charges for service a Carrier Cost Recovery fee is assessed to recover certain costs associated with providing intrastate local exchange service including expenses for national regulatory fees and programs, and connection and account servicing charges. This fee is not a tax or charge required by the government. This fee will be applied on a per customer billing account basis

Carrier Cost Recovery Fee	\$2.50
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SECTION 4 – MISCELLANEOUS CHARGES**4.7 Network Infrastructure Fee**

In addition to charges for service a Network Infrastructure Fee is assessed to recover various costs of network development and maintenance, regulatory oversight proceedings and compliance, fraud monitoring, account provisioning and maintenance and other costs incurred by the company in the provision of interstate telecommunications services. This fee is not a government mandated tax or surcharge. This fee will be applied on a per customer billing account basis

Network Infrastructure Fee	\$2.50	(T)
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4.8 PCI Compliance Fee

The Company will assess a PCI Compliance fee to recover certain costs associated with certain operational issues relating to the provisioning and billing of credit card services in compliance with the requirements of the Payment Card Industry Data Security Standards. This charge will apply when a Customer requests to pay their invoice via a credit card.

PCI Compliance Fee	\$2.00	
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4.9 Directory Assistance

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

Directory Assistance, Per Call		
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Interstate Directory Assistance	\$2.49	(N)
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ISSUED: July 28, 2011

EFFECTIVE: July 29, 2011

BY:

James MacKenzie, President and CEO
2225 East Bayshore Road, Suite 200
Palo Alto, CA 94303

SECTION 5 - CONTRACTS AND PROMOTIONS**5.1 Contracts - General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

5.2 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area and will comply with all applicable Commission regulations.

5.3 Demonstration of Service Promotion

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