

**Interstate FiberNet, Inc.  
("IFN, Inc.")**

**F.C.C. TARIFF NO. 1  
ORIGINAL TITLE PAGE**

**OPERATOR SERVICES TARIFF**

**FOR**

**INTERSTATE FIBERNET, INC.**

This tariff contains rules, regulations, descriptions and rates applicable to the furnishing of Interstate Operator Services offered by Interstate FiberNet, Inc., between points within the United States.

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Issued: September 19, 1997

Effective: September 22, 1997

Issued by: Nanette Edwards, Regulatory Affairs Manager  
700 Boulevard South, Suite 101, Huntsville, AL 35802

**Interstate FiberNet, Inc.**  
**TRANSMITTAL NO. 1**

**F.C.C. TARIFF NO. 1**  
**FIRST REVISION PAGE 1**  
**CANCELS ORIGINAL PAGE 1**

**CHECK PAGE**

The Title Page and Pages 1 to 20 inclusive are effective as of the date shown.

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**TARIFF FORMAT**

**Page Numbering** - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages are added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between pages 2 and 3 would be numbered 2.1.

**Explanation of Symbols** - When changes are made in any tariff page, a revised page will be issued canceling the tariff page affected. Changes will be identified on the revised page (s) through the use of the following symbols:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increase.
- (M) - To signify material relocated without change.
- (N) - To signify new rate, regulation or text.
- (R) - To signify reduction.
- (S) - To signify reissued material.
- (T) - To signify a change in text, but no change in rate or regulation.

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**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the provision of interstate operator services by Interstate FiberNet, Inc. within the United States.

The telecommunications services of Interstate FiberNet, Inc. are not a part of a joint undertaking with any other entity providing telecommunications channels, facilities or services.

The rates and regulations contained in this tariff 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 Interstate FiberNet, Inc.

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**SERVICE AREA**

Interstate FiberNet, Inc. provides interstate service throughout the United States which includes Puerto Rico and the U.S. Virgin Islands.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the Customer's location to an Interstate FiberNet, Inc. switching center or point of presence.

**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 the service user 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.

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

**Automatic Number 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.

**Company or Carrier** - Interstate FiberNet, Inc., ("IFN, Inc.") unless otherwise clearly indicated by the context.

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

**Customer Dialed Calling Card Call** - A Calling Card Call which does not require intervention by an attended operator position to complete.

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

**LEC** - Local Exchange Company.

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Operator Assisted Call** - An interstate telephone connection completed through the use of the Company's Operator Services.

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

**Operator Services** - Any interstate telecommunications service that includes, as a component, any automatic or live operator assistance to a User to arrange for billing or completion, or both, of an interstate telephone call.

**PIF** - Premises Imposed Fee. A charge imposed on behalf of the owner of the telephone or the location at which an Interstate FiberNet, Inc. public phone resides. This charge is billed by the Company and is passed on to the owner of the telephone or location in its entirety.

**PSC** - Public Service Commission.

**Special Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

**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.

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



**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of Interstate FiberNet, Inc.**

Interstate FiberNet, Inc. services and facilities are furnished for interstate communications originating at specified points within the United States under the terms of this tariff. Interstate service is offered in conjunction with intrastate service.

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

The Company's services and facilities are provided on a monthly basis unless otherwise stated, and are available twenty-four hours per day, seven days per week.

**2.2 Limitations**

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

**SECTION 2 - RULES AND REGULATIONS**

**2.2 Limitations (continued)**

- 2.2.4 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**2.3 Use of Service**

Services provided under this tariff may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.

**2.4 Liabilities of the Company**

- 2.4.1 Except as stated in this Section 2.4, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.

**SECTION 2 - RULES AND REGULATIONS**

**2.4 Liabilities of the Company (continued)**

- 2.4.2 The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.3 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, floods or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any government, including state and local governments having jurisdiction over the Company, or any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or other labor difficulties.
- 2.4.4 The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's services. Nor shall the Company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment, facilities or services.

**2.5 Claims**

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement or copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.

**SECTION 2 - RULES AND REGULATIONS**

**2.6 Deposits**

The Company does not collect deposits from Customers.

**2.7 Advance Payments**

For Customers whom the Company determines an advance payment is necessary, the Company 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.

**2.8 Taxes**

The rates quoted in this tariff do not include federal excise, state sales, use, local, access or (T) other taxes or similar liabilities. The Customer is responsible for payment of these taxes, (T) which are billed as separate line items. It shall be the responsibility of the Customer to pay any(N) such taxes that subsequently become applicable retroactively. In addition, all services billed to (N) a Customer location in any state that imposes a gross receipts or similar tax upon the Company with respect to such interstate and/or intrastate services will be subject to a surcharge in the amount of such tax. Any taxes imposed by a local jurisdiction (e.g., gross receipts tax, county (N) and municipal taxes, including but not limited to franchise fees and license fees) will only be (N) recovered from those Customers located in the affected jurisdiction. (N)

**2.9 Provision of Equipment and Facilities**

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key system, or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at the Customer's premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry endorsed by the Federal Communications Commission.

**2.10 Installation and Termination**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff. Service may be discontinued or temporarily suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of its services. The Company will restore service as soon as it can be provided without undue risk.

**SECTION 2 - RULES AND REGULATIONS**

**2.11 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive payment. The billing agency may be a local exchange telephone company, interexchange carrier, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies. Any objections to billed charges must be promptly reported to the Company or the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

**2.12 Cancellation by Customer**

Customer may cancel service by providing 30 days written notice to the Company.

**2.13 Interconnection**

Service furnished by the Company may be connected with the services or facilities of other carriers. Such services 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 such use. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

**2.14 Refusal or Discontinuance by Company**

Without incurring liability, the Company may refuse or discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services, under the following conditions. Unless otherwise stated, the Customer will be given five (5) days written notice and allowed a reasonable time to comply with any rule or remedy any deficiency:

- (a) For non-compliance with and/or violation of any law, rule, regulation or policy or any governing authority having jurisdiction over the Company's services.
- (b) For the use of telephone service or any other property for any purpose other than described in the application.
- (c) For failure or refusal to provide the Company with an advance payment to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements.

**SECTION 2 - RULES AND REGULATIONS**

**2.14 Refusal or Discontinuance by Company (continued)**

- (d) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- (e) For non-compliance with and/or violation of the FCC regulations or the Company's rules and regulations on file with the FCC, provided five (5) working days written notice is given before termination.
- (f) For non-payment of bills for telephone service. Suspension or termination of service shall not be made without five (5) working days written notice to the Customer, except in extreme cases.
- (g) Without notice in the event of Customer use of equipment in such manner as to adversely affect the Company's equipment or the Company's service to others.
- (h) Without notice in the event of tampering with the equipment furnished and owned by the Company.
- (i) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at the Customer's 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.
- (j) For failure of the Customer to make proper application for service.
- (k) For Customer's breach of the contract for service between the Company and the Customer.
- (l) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- (m) For extended periods of inactivity over sixty (60) days.

**2.15 Inspection, Testing, and Adjustment**

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

**SECTION 2 - RULES AND REGULATIONS**

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

The Carrier may conduct special tests, pilot programs, waivers, and promotions at its discretion to demonstrate the ease of use, quality of service, and to promote the sale of its services. Such promotions will be filed with the PSC on not less than thirty (30) days notice.

**2.17 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify the Carrier immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's equipment. Interruptions caused by Customer-provided or Carrier-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

**2.18 Other 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 Charges, the Primary Interexchange Carrier Charge, Telecommunications Relay Service, E911, Subscriber line charges, Transport Interconnection Charges, Residual Interconnection charges, and compensation to payphone service providers for the use of their payphones to access the Company's service.

(N)

(N)

**SECTION 3 - DESCRIPTION OF SERVICE**

**3.1 General**

Service is offered to residential or business customers. The regulations set forth in this section explain how to apply the rate tables associated with the various service offerings described in Section 4, following.

**3.2 Timing of Calls**

3.2.1 Billing for calls placed over the Company's network is based in part on the duration of the call. Timing of each call begins as specified below, and ends upon disconnection by either party.

(a) Collect Calls - Timing begins when the called party accepts the responsibility for payment.

(b) Person-to-Person Calls (other than Collect) -Timing begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.

(c) All Other Calls - 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 or the software utilizing audio tone detection.

3.2.2 The minimum call duration, initial period, and each additional timing period for billing purposes is specified by product in Section 3.4 of this tariff.

3.2.3 No charges apply for incomplete calls.



**SECTION 3 - DESCRIPTION OF SERVICE**

**3.3 Calculation of Distance**

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

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the rate center servicing AT&T central office as defined by AT&T FCC Tariff No. 10 in the following manner.

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**SECTION 3 - DESCRIPTION OF SERVICE**

**3.4 Product Descriptions**

All services are offered in conjunction with intrastate service.

**3.4.1 Schedule A - Operator Services**

The Company will provide operator services for Customers using other Interstate FiberNet, Inc. services. These operator services will include any automatic or live assistance to enable the User to arrange for billing or completion, or both, of an interstate call. The services will include directory assistance, manual operator intercept (0- and 0+ calls), automatic intercept (0++ calls), and dialing assistance. The Company will also allow person-to-person, third party billed and collect calling billing arrangements. Calls are billed based on a one minute initial period and subsequent one minute periods, or any portion thereof, based on rates specified in Section 4 of this tariff.

**3.4.2 Schedule B - Operator Services**

The Company will provide interstate operator services for Customers originating interexchange calls from cellular telephones and transmitting such operator services traffic to Company's network for completion. These operator services will include any automatic or live assistance to enable the User to arrange for billing or completion, or both, of an interstate call. The service will include directory assistance, manual operator intercept (0- and 0+ calls), automatic intercept (0++ calls), and dialing assistance. The Company will also allow person-to-person, third party billed and collect calling billing arrangements. Calls are billed based on a flat rate per minute basis according to the rates specified in Section 4 of this tariff.

**SECTION 4 - RATES****4.1 Time of Day Rate Periods**

Unless otherwise stated in Section 4, the following time periods apply to rates for all services:

	MON	TUE	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD					NIGHT/ WEEKEND RATES	
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

\* 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 which overlap rate periods will be charged according to the rates applicable to the time recorded in each period.

The rates stated in the tariff apply to the completion of calls to and from the United States which includes Puerto Rico and the U.S. Virgin Islands.

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**SECTION 4 - RATES****4.2 Schedule A - Operator Service**

<b>Surcharges:</b>	<b><u>Per Call</u></b>
Directory Assistance	\$0.65
Operator Station	\$2.10
Person-to-Person	\$4.50
Person-to-Person Collect	\$4.50
Third Party Billed	\$4.50
Operator Dialed (When the operator completes the call)	\$2.10
Busy Line Verification	\$4.00
Busy Line Interruption	\$4.00
Premises Imposed Fee (PIF)*	\$0.00-\$1.00

\*Charges for collect calls will not be accepted if the called party to whom the charges are to be billed is at a payphone or institutional phone.

\*\*In the event a PIF may apply, this fee shall not exceed \$1.00 per call where regulatory authority permits such fee.

**SCHEDULE A**

Rate Mileage	DAYTIME RATES		EVENING RATES		NIGHT/WKND RATES	
	1st Min	Add Min	1st Min	Add Min	1st Min	Add Min
0-10	.1700	.1700	.1200	.1200	.1100	.1100
11-22	.1900	.1900	.1300	.1300	.1100	.1100
23-55	.2000	.2000	.1500	.1500	.1200	.1200
56-124	.2200	.2200	.1500	.1500	.1300	.1300
125-292	.2200	.2200	.1600	.1600	.1300	.1300
293-430	.2300	.2300	.1600	.1600	.1400	.1400
431-925	.2400	.2400	.1600	.1600	.1400	.1400
926-1910	.2600	.2600	.1600	.1600	.1400	.1400
1911-3000	.2600	.2600	.1700	.1700	.1500	.1500
3001-4250	.3000	.3000	.2000	.2000	.1600	.1600
4251-9999	.3300	.3300	.2200	.2200	.1700	.1700

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**SECTION 4 - RATES**

**4.3 Schedule B - Operator Services**

Flat rate per minute: \$1.95

Per call surcharge: \$1.00

**4.4 Traffic Estimates**

Company estimates that calls which it carries are subject to the rate plans of this tariff in the following proportions:

<u>Rate Plan</u>	<u>Proportions</u>
Schedule A	90%
Schedule B	10%

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