
INTEREXCHANGE SERVICES TARIFF

This tariff NV Legent Comm LLC d/b/a LD Services d/b/a LD America, Arkansas Tariff No. 1, replaces Legent Communications Corporation d/b/a LD America Interexchange Services Tariff, currently on file with the Commission, in its entirety.

TITLE PAGE

ARKANSAS TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of and facilities for telecommunications services within the State of Arkansas by NV LEGENT COMM LLC D/B/A LONG DISTANCE SERVICES D/B/A LD AMERICA This tariff is on file with the Arkansas Public Service Commission, and copies may also be inspected, during normal business hours, at the following location: 4775 S. Durango Drive, Las Vegas, NV 89147.

INTEREXCHANGE SERVICES TARIFF

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	
1	Original		26	Original	
2	First Revised	*	27	First Revised	*
3	Original		28	Original	
4	Original		29	Original	
5	Original		30	Original	
6	Original				
7	Original				
8	Original				
9	Original				
10	Original				
11	Original				
12	Original				
13	Original				
14	Original				
15	Original				
16	Original				
17	Original				
18	Original				
19	Original				
20	Original				
21	Original				
22	Original				
23	Original				
24	Original				
25	First Revised	*			

* - indicates those pages included with this filing

INTEREXCHANGE SERVICES TARIFF

TABLE OF CONTENTS

	Page
Section 1 - Definition of Terms	8
Section 2 – Rules and Regulations	15
Section 3 – Description of Service	25
Section 4 – Rates and Charges	26

INTEREXCHANGE SERVICES TARIFF

CONCURRING, CONNECTING AND OTHER CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

INTEREXCHANGE SERVICES TARIFF

TARIFF FORMAT

Page Numbering – Page numbers in the upper right hand corner of the page. Pages are numbered sequentially and from time to time new pages may be 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 3 and 4 would be numbered 3.1.

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.I.
- 2.1.1.A.1.(a).
- 2.1.1.A.I
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in 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 designed by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check to find out if a particular page is the most current on file with the Commission.

INTEREXCHANGE SERVICES TARIFF

APPLICABILITY

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications Services within the State of Arkansas by NV LEGENT COMM LLC D/B/A LD SERVICES D/B/A LD AMERICA (hereinafter "Company").

INTEREXCHANGE SERVICES TARIFF

EXPLANATION OF SYMBOLS

- (D) To signify discontinued material
- (I) To signify a rate or charge increase
- (M) To signify material relocated without change in text or rate
- (N) To signify new material
- (R) To signify a rate or a charge reduction
- (T) To signify a change in text but no change in rate or regulation

INTEREXCHANGE SERVICES TARIFF

SECTION 1 - DEFINITION OF TERMS

For the purpose of this the following definitions will apply:

Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

Application for Service

A standard Company order form that includes all pertinent billing, technical and other descriptive information that will enable the Company to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorized User

A person, firm corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omission, to send or receive communications.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

INTEREXCHANGE SERVICES TARIFF

SECTION 1 - DEFINITION OF TERMS, (CONT'D.)

Bill Date

The date on which billing information is compiled and sent to the Customer.

Call

A completed connection between the Calling and Called Stations.

Called Station

The telephone number called.

Cancellation of Order

A Customer initiated request to discontinue processing a Service either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to and interconnecting telephone company. The cancellation charges include charges incurred by the Company from the LEC on behalf of the Customer prior to providing service.

Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Commission

Arkansas Public Service Commission.

Company

NV Legent Comm LLC d/b/a LD Services d/b/a LD America

INTEREXCHANGE SERVICES TARIFF

SECTION 1 - DEFINITION OF TERMS, (CONT'D.)

Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call. The Company observes the following federally recognized holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

DS-0

DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

DS-1

DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

DS-0 with VF Access

DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

DS-0 with DDS Access

DS-0 Service with DDS Local Access facilities provides for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

INTEREXCHANGE SERVICES TARIFF

SECTION 1 - DEFINITION OF TERMS, (CONT'D.)

Due Date

The Due Date is the date on which payment is due.

Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

FCC

Federal Communications Commission

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

Kbps

Kilobits per second.

LATA (Local Access and Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

INTEREXCHANGE SERVICES TARIFF

SECTION 1 - DEFINITION OF TERMS, (CONT'D.)

Local Access Provider

Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC

The local telephone utility that provides telephone exchange services.

Mbps

Megabits per second.

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

N/A

Not available.

N/C

No charge.

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Payment Method

The manner that the Customer designates as the means of billing charges for Calls using the Company's Service.

Physical Change

The modification of an existing Circuit Dedicated Access line or port at the request of the Customer, requiring some Physical Change or retermination.

INTEREXCHANGE SERVICES TARIFF

DEFINITION OF TERMS, (CONT'D.)

Point-of Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Primary Route

The route that in the absence of Customer-designated routing or temporary re-routing would be used the Company in the provision of Service.

Private Line

A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed by the Company.

Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Route Diversity

Two channels that are furnished partially or entirely over two physically separate routes.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

INTEREXCHANGE SERVICES TARIFF

SECTION 1 - DEFINITION OF TERMS, (CONT'D.)

Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings that the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations. All Special promotional offerings will be filed with the Commission.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the Arkansas Public Service Commission.

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

Twelve O'clock

In designated time, 12:00 a.m. refers to 12:00 to Midnight and 12:00 p.m. refers to Noon.

Two-Way Conversation

A Two-Way Conversation is a telephone conversation between or among two or more persons.

VF

VF is voice frequency or voice-grade Service designated for private-line Service. Normal transmission is in the 300 hertz to 3000-hertz frequency.

INTEREXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Description and Limitations of Services

- 2.1.1 Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.
- 2.1.2 Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff: provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth in Section 2.7.3, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.
- 2.1.3 Company, when acting at the Customer's request and as its authorized agent will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- 2.1.4 Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.5 Service may be discontinued after five business days written notice to the Customer if:
- A. the Customer is using the Service in violation of this Tariff; or
 - B. the Customer is using the Service in violation of the law of Commission regulation.
- 2.1.6 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.

INTEREXCHANGE SERVICES TARIFF

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

2.1 Description and Limitations of Services, (Cont'd.)

2.1.7 Service will be provided until canceled, by the Customer on not less than five (5) days' notice from the date of postmark on the letter giving notice of cancellation.

2.1.8 Nothing herein, or in any other provision of this Tariff: or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.

2.1.9 The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.

2.1.10 Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice may be given in writing by the Company to the persons whose names and business addresses appear on the executed Service order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service Order, notice shall be given to the last known business address of Customer or, as appropriate.

2.2 Other Terms and Conditions

2.2.1 The name(s) of the Customer(s) desiring to use the Service must be stipulated in the Application for Service.

2.2.2 A Customer shall not use any service-mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.

2.2.3 The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their Customers.

INTEREXCHANGE SERVICES TARIFF

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

2.2 Other Terms and Conditions, (Cont'd.)

2.2.4 The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other Recurring Charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.

2.2.5 Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").

2.2.6 If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.

2.2.7 The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by the Company or oral notice by the Customer as of a date not less than five (5) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.

2.3 Cancellation of Service by a Customer

2.3.1 If a Customer cancels a Service order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.

INTEREXCHANGE SERVICES TARIFF

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

2.3 Cancellation of Service by a Customer, (Cont'd.)

2.3.2 Upon prior written notice by the Company or oral notice by the Customer the Company shall have the right, without cancellation charge to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

2.4 Cancellation for Cause by the Company

2.4.1 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff the Company may under five days written notification to the Customer, discontinue the furnishing of such Service. The written notice may be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection.

2.4.2 The Company may discontinue the furnishing of Service(s) to a Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances:

- A. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);
- B. if the Customer has been given five business days written notice in a separate mailing by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's communications Services to which the Customer either subscribes or had subscribed or used;

2.4.3 The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

INTEREXCHANGE SERVICES TARIFF

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

2.5 Credit Allowance

- 2.5.1 Credit allowance for the interruption of Service is subject to the provision set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service that is due to the Company's testing or adjusting, negligence of the Customer, or to failure of the channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.
- 2.5.2 No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.5.3 No credit shall be allowed:
- A. For failure of services or facilities of Customer; or
 - B. For failure of services or equipment caused by the negligence or willful acts of Customer.
- 2.5.4 Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.
- 2.5.5 Credits are applicable only to that portion of Service interrupted.
- 2.5.6 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.5.7 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.5.8 The Customer shall be credited for an interruption of two hours or more at a rate of $1/720^{\text{th}}$ of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 8 or more)

B = total monthly Recurring Charge for affected service.

INTEREXCHANGE SERVICES TARIFF

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

2.6 Use of Service

- 2.6.1 The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. The Customer shall not use nor permit others to use Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.6.2 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- A. One joint user or Authorized User must be designated as the Customer.
 - B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user, or Authorized User, which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.
- 2.6.3 In addition to the other provisions in this Tariff: Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.6.4 Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.6.5 The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access Charges.

INTEREXCHANGE SERVICES TARIFF

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

2.7 Payment Arrangements

- 2.7.1 The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.
- 2.7.2 The Company's bills are due upon receipt. Amounts not paid within 30 days from the Bill Date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts in the amount not to exceed the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.
- 2.7.3 In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any). For end users or Customers whom the Company believes an advance payment is necessary, 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, if necessary, a new advance payment will be collected for the next month, not to exceed two months in total.
- 2.7.4 If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.

2.8 Assignment

- 2.8.1 The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

INTEREXCHANGE SERVICES TARIFF

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

2.9 Tax And Fee Adjustments

- 2.9.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- 2.9.2 If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.
- 2.9.3 If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.
- 2.9.4 When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate or intrastate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate or intrastate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate or intrastate telecommunications service provided to and billed to an end user/customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.
- 2.9.5 When any municipality, or other political subdivision, local agency of government, or department of public utilities imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the Company's Customers receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public utility commission.

INTEREXCHANGE SERVICES TARIFF

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

2.9 Tax And Fee Adjustments, (Cont'd.)

2.9.6 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amount it is required by governmental or quasi government 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 use of their payphones to access the Company's services.

2.10 Method for Calculation of Airline Mileage

2.10.1 The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 according to the following formula:

the square root of
$$\frac{|\underline{V}_1 - \underline{V}_2|^2 + |\underline{H}_1 - \underline{H}_2|^2}{10}$$

where V1 and H1 correspond to the V & H coordinates of City 1 and V2 and H2 correspond to the V & H coordinates of City 2.

Example:		<u>V</u>	<u>H</u>
	City 1	5004	1406
	City 2	5987	3424

the square root of:
$$\frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

INTEREXCHANGE SERVICES TARIFF

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

2.11 Time of Day Rate Periods

2.11.1 Time of Day Rate Periods are determined by the time of day at the location of the Calling Station. The rates shown in Section 4 apply as follows:

DAY:	From 8:01 AM to 5:00 PM Monday - Friday
EVENING:	From 5:01 PM to 11:00 PM Monday - Friday and Sunday
NIGHT/WEEKEND:	From 11:01 PM to 8:00 AM Everyday
	From 8:01 AM to 11:00 PM Saturday
	From 8:01 AM to 5:00 PM Sunday

2.12 Special Customer Arrangements

2.12.1 In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.13 Inspection

2.13.1 The Company may, upon notice, make tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 – DESCRIPTION OF SERVICE AND RATES

3.1 Wide Area ("WATS") and Message ("MTS") Toll Services

3.1.1 The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customer's Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

3.2 LD America Services

3.2.1 Company is a resale interexchange common carrier providing 24-hour interLATA and IntraLATA intrastate long distance message toll telecommunications service to Customers.

One Plus Service is a switched or dedicated access service offering users outbound "1 plus" long distance telecommunications services.

Legent Premium Service "One Plus" is Service is a switched access service, offering residential outbound "1 plus" long distance telecommunications services. (N)
(N)

3.3 Directory Assistance Service

3.3.1 Customers will be billed a per call charge for each directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

3.4 Timing of Calls

3.4.1 Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

3.4.2 Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is sixty (60) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in sixty (60) second increments and rounded to the next higher sixty (60) second period.

3.5 Minimum Call Completion Rate

3.5.1 A Customer can expect a call completion rate of not less than 90% during peak use periods for all Feature Group D services.

INTEREXCHANGE SERVICES TARIFF

SECTION 4 – RATES AND CHARGES

4.1 Usage Rates

- 4.1.1 The following are the maximum per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

INTEREXCHANGE SERVICES TARIFF

SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.1 Usage Rates

4.1.2 LD America Charges

Service charges per account are based on the following schedule:

LD America One Plus Service:

<u>Initial Minute</u>	<u>Additional Minute</u>
\$0.15	\$0.15

LD America One Plus Premium Service

<u>Initial Minute</u>	<u>Additional Minute</u>
\$0.199	\$0.199

Legent Premium Service "One Plus"

<u>Initial Minute</u>	<u>Additional Minute</u>
\$0.099	\$0.099

<u>Monthly Recurring Charge</u>
\$9.95

(N)
|
|
|
|
(N)

INTEREXCHANGE SERVICES TARIFF

SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.2 Recurring Charges

4.2.1 Customers will incur the following monthly Recurring Charges:

	<u>Switched Access</u>	<u>Dedicated Access</u>
Monthly Billing Charge	\$5.95	\$0

4.3 Directory Assistance

The Charge is \$0.85 per call.

4.4 Special Promotional Offering

4.4.1 The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscribers usage when approved by Commission. Company will not have special promotional offerings for more than 90 days in any 12-month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof.

4.5 Emergency Calls

4.5.1 Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

4.6 Payphone Use Service Charge

4.6.1 A Payphone Use Service Charge applies to each completed interLATA and IntraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on a behalf of the pay phone owner. All Customers will pay the Company per call service charge of \$0.30.

INTEREXCHANGE SERVICES TARIFF

SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.7 Universal Connectivity Charge

4.7.1 Services provided pursuant to this tariff are subject to an undiscountable monthly Universal Connectivity Charge. This monthly service charge is equal to 11% of the Customer's total net intrastate, interstate and international charges, after application of all applicable discounts and credits.

A. The Company will waive the Universal Connectivity Charge with respect to specifically identified Company charges to the extent that the Customer demonstrates to the Company's reasonable satisfaction that:

1. the Customer has filed a Universal Service Worksheet with the Universal Service Administrator covering the twelfth month prior to the month for which the Customer seeks the waiver;
2. the charges with respect to which waiver is sought are for services purchased by Customer for resale; and
3. the Customer will file a Universal Service Worksheet with the Universal Service Administrator in which the reported billed revenues will include all billed revenues associated with the Customer's resale services purchased from the Company.

B. The Universal Connectivity Charge will not be waived with respect to:

1. charges for services purchased by the Customer for its own use as an end user;
or
2. charges for which the bill date is on, prior to, or within fifteen days after, the date on which the Customer applies for a waiver with respect to those charges.

INTEREXCHANGE SERVICES TARIFF

ATTACHMENT A

SAMPLE SHUT OFF NOTICE

NOTICE OF DISCONNECTION OF LONG DISTANCE SERVICE

Account No. _____

Past Due Amount \$ _____

Dear Customer:

Your account is thirty (30) days past due. Unless you provide payment for the past due amount listed above within the next seven days, the Company will terminate your long distance service. If a payment has been made please disregard this Notice of Disconnection. Should you have any questions please contact our customer service department at the following number: _____.

Customer Service Department