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VIA FEDERAL EXPRESS

PUCO

PUCO

January 3, 2005

PUCO
Docketing Division 13th Floor
180 E. Broad Street
Columbus, OH 43215-3793

05-0006-TIP-ACN

RE: **WilTel Communications, LLC formerly Williams Communications, LLC**
Advice Letter No 3

Dear Sir:

Enclosed for filing is an original and ten (10) copies of revisions to WilTel Communications, LLC formerly Williams Communications, LLC Tariff No. 1.

This filing is being submitted to change the company name from Williams Communications, LLC to WilTel Communications, LLC.

The Telecommunications Application Form required by the PUCO is enclosed with Tariff No. 2.

Also enclosed is a self-addressed stamped envelope for the return of a stamped copy of the revisions for our files.

If you have any questions in regards to this filing feel free to contact me at (918) 547-4018.

Sincerely,

Julie Dixon
Tariff Administrator

Enclosure

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
Technician Ann Date Processed 1/3/05

One Technology Center Tulsa, OK 74103
918.547.6000 tel
www.williamscommunications.com

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM
(Effective: 03/22/2004)
(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

In the Matter of the Application of Williams
Communications, LLC
to Wiltel Communications, LLC

Case No. 05-0006-TP-ACN

Name of Registrant(s) Williams Communications, LLC
DBA(s) of Registrant(s) Vyvx, Inc.
Address of Registrant(s) One Technology Center Tulsa, OK 74103
Company Web Address www.wiltelcommunications.com
Regulatory Contact Person(s) Kathy Hough Phone 918-547-9140 Fax 918-547-9446
Regulatory Contact Person's Email Address kathy.hough@wiltel.com
Contact Person for Annual Report Kathy Hough Phone 918-547-9140
Consumer Contact Information Kathy Hough Phone 918-547-9140
Date 04-09-99 TRF Docket No. 90 - 5860 - CT-TRF or - - TP-TRF

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

Company Type (check all applicable): ☒ CTS (IXC) ☐ ILEC ☐ CLEC ☐ CMRS ☐ AOS
☐ Other (explain) _____

NOTE: This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. It is preferable NOT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.

I. Please indicate the reason for submitting this form (check one)

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
- ☐ 2 (ABN) Abandonment of all Services
 - ☐ a. CLEC (90-day approval, 10 copies)
 - ☐ b. CTS (14-day approval, 10 copies)
 - ☐ c. ILEC (NOT automatic, 10 copies)
- ☐ 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No. 15 on this page.
 - ☐ a. Switched Local
 - ☐ b. Non-switched local
 - ☐ c. CTS
 - ☐ d. Local and CTS
 - ☐ e. Other (explain) _____
- ☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)
- ☒ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)
- ☐ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)
NOTE: see item 25 (CTR) on page two of this form for all other contract filings.
- ☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)
- ☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
- ☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service
 - ☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set forth in 95-845-TP-COI)
 - ☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; Do Not Docket, 4 copies)
 - ☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)
 - ☐ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)
 - ☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
 - ☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
 - ☐ vi. Grandfather service (30-day approval, 10 copies)
 - ☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
 - ☐ viii. Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below
 - ☐ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)
 - ☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
- ☐ 10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)
- ☐ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
- ☐ 12 (ATW) Application to Withdraw a Tier 1 Service
 - ☐ a. CLEC (60-day approval, 10 copies)
 - ☐ b. ILEC (NOT automatic, 10 copies)
- ☐ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- ☐ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
- ☐ 15 (RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
- ☐ 16 (SLF) Self-complaint Application
 - ☐ a. CLEC only - Tier 1 (60-day automatic, 10 copies)
 - ☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- ☐ 17 (UNC) Unclassified (explain) _____ (NOT automatic, 15 copies)
- ☐ 18 (ZTA) Tariff Application Involving only Tier 2 Services
 - ☐ a. New End User Service (0-day notice, 10 copies)
 - ☐ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)
 - ☐ c. Withdrawal of service (0-day notice, 10 copies)

☐ 19 Other (explain) _____ (NOT automatic, 15 copies)

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- ☐ 20 Introduction or Extension of Promotional Offering
- ☐ 21 New Price List Rate for Existing Service
 - ☐ a. Tier 1 ☐ b. Tier 2
- ☐ 22 Designation of Registrant's Process Agent(s)
- ☐ 23 Update to Registrant's Maps
- ☐ 24 Annual Tariff Option For Tier 2 Services - indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.
 - ☐ Paper Tariff ☐ Electronic Tariff. If electronic, provide the tariff's web address: _____

THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)

- ☐ 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)
CTR Docket No. _____ - _____ - TP - CTR (Use same CTR number throughout calendar year)

II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input type="checkbox"/>	[3]	Completed Service Requirements Form.
<input type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input type="checkbox"/>	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
<input type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: <ol style="list-style-type: none"> 1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions 3) Documentation to support the applicant's cash and funding sources.
<input type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input type="checkbox"/>	[3a,3b,3d, 9a(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input type="checkbox"/>	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.
<input checked="" type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
<input type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<input type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
<input type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
<input type="checkbox"/>	[1-2,4-7,9,12-13,16,18-23,25]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.

<input checked="" type="checkbox"/>	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 20-21]	Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input checked="" type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: <input type="checkbox"/> Tier 1 price list increases must be within an approved range of rates. <input type="checkbox"/> SLF Filings - Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input checked="" type="checkbox"/>	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been/will be provided to customers. NOTE: SLF Filings - Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input checked="" type="checkbox"/>	[1,2,5,9a(v),11-13, 18, 21(increase only)]	Affidavit attesting that customer notice has been provided.
<input type="checkbox"/>	[2,12]	Copy of Notice which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
<input type="checkbox"/>	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input checked="" type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input type="checkbox"/>	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357).
<input type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant. If Mirroring Large ILEC exchanges for both serving area and local calling areas: • <i>Serving area</i> must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • <i>Local calling areas</i> must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges. If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • <i>Serving Area</i> must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • <i>Local Calling Areas</i> must be described in the tariff through textual delineation and clear maps. Maps for self-defined <i>serving and local calling areas</i> are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
<input type="checkbox"/>		Other information requested by the Commission staff.
<input type="checkbox"/>	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: <input type="checkbox"/> Paper Tariff <input type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff:

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:

- ☒ Sales tax
- ☒ Minimum Telephone Service Standards (MTSS)
- ☒ Surcharges

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:

- ☒ I+ IntraLATA Presubscription

SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- ☐ Emergency Services Calling Plan [Required if toll service provided]
- ☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- ☐ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- ☐ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- ☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- ☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

IV. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Kathy Hough, Regulatory Analyst 918-547-9140

One Technology Center TC-15L Tulsa, OK 74103

- V. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:

Kathy Hough, Regulatory Analyst 918-547-9140/ Julie Dixon Regulatory Analyst 918-547-4018
One Technology Center TC-15L Tulsa, OK 74103

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

- VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)

Williams Communications, LLC dba Vyvx, Inc. Certificate Number 90-5860

AFFIDAVIT

Minimum Telephone Service Standards

I am an officer of the applicant corporation, WilTel Communications, LLC formerly Williams Communications, LLC, and am authorized to make this statement
(Name of Company)

on its behalf. I attest that these tariffs comply with the Minimum Telephone Service Standards (MTSS) for the state of Ohio. I understand that the Minimum Telephone Service Standards, as modified and clarified from time to time, supercede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 07-08-04 at Tulsa, Oklahoma
(Date) (Location)

M. de Verges 07-08-04
*(Signature and Title) (Date)
Treasurer & Vice President

** This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, Mardi de Verges verify that I have utilized, verbatim, the Commission's Telecommunications Application Form and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

M. de Verges 07-08-04
*(Signature and Title) (Date)
Treasurer & Vice President

**Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio
Attention: Docketing Division (or to the Telecommunications Division Chief if a prefiling submittal)
180 East Broad Street, Columbus, OH 43215-3793



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/30/2003	200303000006	CORRECT REG./FOREIGN LLC (LFC)	50.00	100.00	.00	00	.00

Receipt

This is not a bill. Please do not remit payment.

C.T. CORPORATION SYSTEM
17 S. HIGH STREET
COLUMBUS, OH 43215

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1213395

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

WITEL COMMUNICATIONS, LLC

and, that said business records show the filing and recording of:

Document(s)
CORRECT REG./FOREIGN LLC

Document No(s):
200303000006



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 29th day of January, A.D. 2003.

J. Kenneth Blackwell
Ohio Secretary of State



March 20, 2003

RE: NAME CHANGE

This notification is being sent to inform your company that effective January 29, 2003, the operating company, "Williams Communications, LLC," officially changed its name to "WilTel Communications, LLC." Please use this formal notification to update your records accordingly.

**REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO INTRASTATE INTEREXCHANGE SERVICES
FURNISHED BY
WITEL COMMUNICATIONS, LLC**

T

This Tariff contains the rates, terms and conditions applicable to intrastate interexchange services offered by WiTel Communications, LLC, of Tulsa, Oklahoma within the State of Ohio. The provisions of this tariff apply only to the intrastate interexchange services described in this tariff.

T

The services described in this tariff may be provided by any means of wire, terrestrial communications systems, satellite, microwave, and other transmission systems, or any combination thereof.

(Case No. 90-5860-CT-TRF)

ISSUED: January 3, 2005

EFFECTIVE:

Issued pursuant to the authority granted by The Public Utilities Commission of Ohio
Case No. 01-305-CT-ZCN

ISSUED BY: Tariff Administrator

CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Revised pages as named below contain all changes from the original Tariff that are in effect on the date shown on each page.

Page #	Revision	Page #	Revision
Title Page	2 nd Revised*	28	4 th Revised*
1	7 th Revised*	29	2 nd Revised*
2	2 nd Revised*	30	2 nd Revised*
3	2 nd Revised*	31	2 nd Revised*
4	2 nd Revised*	32	2 nd Revised*
5	2 nd Revised*	33	2 nd Revised*
6	2 nd Revised*	34	2 nd Revised*
7	2 nd Revised*	35	2 nd Revised*
8	2 nd Revised*	36	3 rd Revised*
9	2 nd Revised*	37	3 rd Revised*
10	2 nd Revised*	38	3 rd Revised*
11	2 nd Revised*	39	3 rd Revised*
12	2 nd Revised*	40	3 rd Revised*
13	2 nd Revised*	41	3 rd Revised*
14	2 nd Revised*	41.1	2 nd Revised*
15	2 nd Revised*	42	2 nd Revised*
16	2 nd Revised*	43	3 rd Revised*
17	2 nd Revised*	44	5 th Revised*
18	2 nd Revised*	45	3 rd Revised*
19	2 nd Revised*	46	3 rd Revised*
20	2 nd Revised*	47	6 th Revised*
21	2 nd Revised*	48	4 th Revised*
22	2 nd Revised*	49	4 th Revised*
23	2 nd Revised*	50	3 rd Revised*
24	2 nd Revised*	51	2 nd Revised*
25	2 nd Revised*	52	2 nd Revised*
26	2 nd Revised*		
27	2 nd Revised*		

* Indicates tariff pages included in this filing.

ISSUED: January 3, 2005

EFFECTIVE:

Issued pursuant to the authority granted by The Public Utilities Commission of Ohio
Case No. 01-305-CT-ZCN

ISSUED BY: Tariff Administrator

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ISSUED: January 3, 2005

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Case No. 01-305-CT-ZCN

ISSUED BY: Tariff Administrator

TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to 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 filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There shall 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 sheet to find out if a particular page is the most current on file with the Commission.

ISSUED: January 3, 2005

EFFECTIVE:

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Case No. 01-305-CT-ZCN

ISSUED BY: Tariff Administrator

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

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

ISSUED: January 3, 2005

EFFECTIVE:

Issued pursuant to the authority granted by The Public Utilities Commission of Ohio
Case No. 01-305-CT-ZCN

ISSUED BY: Tariff Administrator

APPLICATION OF TARIFF

This Tariff is available for public inspection during normal business hours at the main office of WilTel Communications, LLC, located at One Technology Center, Tulsa, OK 74103.

T

This Tariff contains the rates, terms and conditions of service applicable to the furnishing of the within described intrastate interexchange services by WilTel Communications, LLC. This Tariff applies to interexchange services offered by WilTel Communications, LLC to the general public, which, for purposes of this Tariff, consist of casual calling customers and other providers of Telecommunications Services or Information Services (Reseller Customers) for resale, and which are subject to regulation by the Commission. These services are provided in conjunction with the Company's interstate telecommunications services originating or terminating within the state. The provisions of this Tariff do not apply to the within described services which are provided by WilTel Communications, LLC:

T

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- (a) pursuant to any contractual arrangements that have been or are entered into on an Individual Case Basis pursuant to Section 5.1 and as defined in Section 1; and
- (b) on an interstate or international basis.

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SECTION 1 - TERMS AND ABBREVIATIONS

Access Line - A facility arrangement which connects Customer's location to Company's POP.

Access Service Request (ASR) - An order placed with a Local Access Provider for Local Access.

Account Code - A series of digits entered by End User to associate a call with a particular department, cost center, or Customer. A non-verified Account Code shall be accepted if it contains the proper number of digits. A verified Account Code shall only be accepted if it can be matched with a number on the list of valid Account Codes provided by End User.

Alternative Access - 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.

Ancillary Charges - Charges for supplementary Services as set forth in this Tariff which may consist of both nonrecurring and monthly recurring charges.

Authorization Code - A numerical code, one or more of which are available to Customer's End Users to enable them to access Company's network, and which are used by Company both to prevent unauthorized access to its facilities and to identify End Users for billing purposes.

Available/Availability - Condition in which Company has the facilities necessary to provide Service and such facilities are not already committed to other parties or other Customers and are accessible for Service to Customer, as determined by the Company, in its sole discretion.

Casual Calling - Access to Company's network and the subsequent use of Service by an End User Customer through the dialing of a carrier access code in the format of 101XXXX, where the four (4) digits represented by the "X" are the unique Carrier Identification Code (CIC) assigned to Company.

Casual Calling Customer - An End User who is responsible for the payment of charges due as a result of using the Company's Casual Calling Service and for compliance with the Company's tariff.

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

Channel(s) or Circuit(s) - A communications path between two or more points.

Collect Call - A billing arrangement which bills the charge for a long distance call to the called station's telephone number. The person agreeing to accept the call is responsible for all charges related to the call.

Commission - The Ohio Public Utility Commission.

Conversation Minutes - For billing purposes calls are billed based on Conversation Minutes, which begin when the called party answers, as determined by answer supervision, and end when either party disconnects.

Company or Carrier - WITel Communications, LLC unless otherwise clearly indicated by the context.

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Customer - When used throughout this Tariff, refers to both Casual Calling Customers and Reseller Customers.

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

Day - From 8 AM up to but not including 5 PM, Monday through Friday.

Dialed Number Information Service (DNIS) - A service option of Toll Free Service under which Company electronically transmits to Customer (or to an End User of Customer) the telephone number of the party calling Customer or its End User.

Due Date - The date on which payment is due as indicated on Company's invoice to Customer.

End User - The natural person or legal entity which either; (1) orders service through a certified Reseller Customer or (2) uses the Company's Casual Calling service directly as a Customer through dialing the Company's designated access code or other access number.

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

FCC - Federal Communications Commission.

Individual Case Basis (ICB) - Determinations involving situations where nonstandard arrangements are required to satisfy specialized needs. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they shall be offered pursuant to such terms and conditions when set forth in writing and subscribed to by authorized representatives of Customer and Company. All such arrangements shall be filed with the Commission.

Information Services – The term “Information Services” has the same meaning as contained in 47 U.S.C. § 153(20), as interpreted by the FCC and federal courts.

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

Installation - Establishment of Service.

Interexchange Service - Service provided to a Customer over a Channel or Circuit between a Company designated POP in one exchange and a Company designated POP in another exchange.

LATA (Local Access Transport Area) - A geographical area established for the provision and administration of communications Service, as provided for in the Modification of Final Judgement (MFJ), the consent decree between GTE Corporation and the Department of Justice, and any further modifications thereto.

Local Access - The portion of the Service between a customer premise and a Company designated POP.

Local Access Provider - An entity providing Local Access.

Local Exchange Carrier (LEC) - The local telephone utility that provides exchange telephone services.

N/A - Not applicable.

N/C - No charge.

Non-Day - All hours other than those included in the Day rate period.

Nonrecurring Charge - One-time charge relevant to Service.

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

On-Net - A Circuit traversing the WilTel Network, both end points of which originate and terminate at a WilTel designated POP.

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Off-Net - A circuit that is not On-Net.

POP (Point of Presence) - A Company designated location where a facility is maintained for the purpose of providing access to the Company's Services by Customer and/or its End Users.

Reseller Customer - An entity that offers Telecommunications Services and/or Information Services to the public and which purchases Service from the Company through a Service Agreement and resells the Service to its own End Users. End Users of a Reseller Customer are not Customers of the Company. A Reseller must be authorized to operate in the State before it can resell the Company's Services to its End Users. The Reseller Customer is responsible for the payment of charges due for Service and for compliance with the Company's applicable tariff regulations and terms of the Service Agreement.

Service -- WilTel' Interexchange Services as described in this Tariff as modified from time to time.

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Service Commitment Period - The period selected by the Reseller Customer, agreed to by Company and stated on the relevant Service Agreement, during which Company will provide and the Reseller Customer will accept and pay for the Service described therein.

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

Service Agreement - An agreement between the Company and a Reseller Customer which, subject to the terms and conditions of this tariff; defines the relationship between the Company and a Reseller Customer.

Service Area - The geographic area in which Customer or its End Users may access and use Service.

Tariff - The Company's Ohio Intrastate Tariff No. 1, and effective revisions thereto filed by the Company with the Commission.

Telecommunications Service - The term "Telecommunications Service" has the same meaning as contained in 47 U.S.C. § 153(46), as interpreted by the FCC and federal courts.

Term - Service Commitment Period.

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).

Wholesale Service - Any of the Services described in Section 3.2 of this Tariff offered by the Company to Reseller Customers to resell to their End Users.

WitTel - Used throughout this tariff to refer to WitTel Communications, LLC

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WitTel Network - The telecommunications transmission system operated by WitTel and which is capable of providing Service between WitTel designated POPs.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company and Limitations of Services

- 2.1.1** The Company undertakes to furnish Service pursuant to the terms of this Tariff for the transmission of information originating and terminating within the State. Service under this Tariff is offered only to Company's Reseller Customers, except that, due to the nature of Services provided, End Users may access Company's Casual Calling Service. Company reserves the right to deny Service: (i) to any Customer that, in Company's reasonable opinion, presents an undue risk of nonpayment; (ii) in circumstances in which 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 (iii) if, in Company's sole opinion, insufficient facilities or equipment are Available to provide the Service.
- 2.1.2** The provision of Service shall not create a partnership or joint venture between the Company and Customer nor result in joint service offerings to their respective customers or End-Users.
- 2.1.3** Company owns or operates transmission facilities within the State and/or resells telecommunications services provided by other carriers. Notwithstanding the resale of telecommunications services provided by other carriers, Customer shall be considered a customer of Company, and not a customer of any other carrier.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of Company and Limitations of Services (cont'd)

- 2.1.4** Carrier may, when authorized by Customer, act as Customer's agent for ordering dedicated Access Lines or facilities provided by other carriers to allow connection of specified locations of Customer and/or its End Users to the network of Carrier. Customer shall be responsible for all charges due for such service arrangements.
- 2.1.5** Service is offered subject to the availability of the necessary facilities and subject to the provisions of this Tariff.
- 2.1.6** Service is provided under the terms and conditions of an applicable Service Agreement and this Tariff; and is available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.7** To the extent that any conflict arises between the terms and conditions of a Service Agreement and the terms and conditions of this Tariff, the Tariff shall prevail, except such terms and conditions in a Service Agreement that are expressly set forth therein as ICB terms or conditions, in which case such ICB terms and conditions shall prevail.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of Company and Limitations of Services (cont'd)

- 2.1.8** Carrier reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when Customer or an End User is using Service in violation of the law or in violation of the provisions of this tariff, or for non-payment by Customer.
- 2.1.9** Service provided under this Tariff is directly controlled by Carrier, and Customer may not transfer or assign the use of Service, except with the prior written consent of Carrier. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this Tariff as well as all conditions for Service, shall apply to all such permitted assignees or transferees.
- 2.1.10** The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.1.11** Service furnished by WilTel may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.2 Resale of Company Services

- 2.2.1** In addition to the other provisions in this Tariff, a Customer reselling Service shall be responsible for all interaction and interface with its own subscribers or customers. The reselling of Service by a Customer or reselling of Service with enhancements provided by Customer shall not create a partnership or joint venture between Company and Customer nor result in a joint service offering to any third parties by either Company or the Customer.
- 2.2.2** Notwithstanding the resale of Service by Customer and regardless of the Company's knowledge of same, the Customer remains liable for all obligations under this Tariff. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Liability of the Company

- 2.3.1** Except as otherwise specifically provided for in this Tariff, the Company and/or its affiliates shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, sabotage, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, condemnation, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations or other applicable laws, regulations, or orders. The Carrier's liability, if any, for its gross negligence or willful misconduct is not limited by the tariff.
- 2.3.2** The Company is not liable for any act or omission of any other company or companies furnishing a portion of the Service or facilities, equipment, or services associated with such Service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Liability of the Company (cont'd)

2.3.3 The Customer shall indemnify and hold the Company harmless from and against any court, administrative or agency action, suit or similar proceeding brought against Company and/or any affiliate of the Company for:

- (a) claims arising out of or related to the contents transmitted via the Services (whether over the WilTel Network or Local Access facilities) including, but not limited to, claims, actual or alleged, relating to any violation of copyright law, export control laws, failure to procure necessary authorizations, clearances or consents, failure to meet governmental or other technical broadcast standards, or claims that such transmission contents are libelous, slanderous, an invasion of privacy, pornographic, or otherwise unauthorized or illegal;
- (b) patent infringement claims arising from combining or connecting the Service with equipment and systems of the Customer;
- (c) all other claims arising out of any act or omission of the Customer in connection with any Service provided by the Company;
- (d) defacement of, or damage to, the premises of Customer and Authorized Users resulting from the installation, and/or removal of facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company ;and
- (e) claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company, its agents, or employees.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Liability of the Company (Cont'd)

2.3.4 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation or operation of Service or equipment and facilities of Company associated with the Service, unless such installation, operation, failure to operate, maintenance, condition, location or use is the direct result of the Company's knowing and willful misconduct.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.3 Liability of the Company (Cont'd)**

2.3.5 The Company shall not be liable to the Customer or any other person or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects" or "Defective Service"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer (including authorized users) or Customer's customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including, without limitation, costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTIVE SERVICE OR ANY OTHER CAUSE. ANY WARRANTIES AND REMEDIES EXPLICITLY SET FORTH IN THIS TARIFF ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE, ANY DEFECT IN THE SERVICE WHATSOEVER OR A FAILURE TO PERFORM UNDER THIS TARIFF, NEITHER COMPANY NOR ANY THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Liability of the Company (Cont'd)

- 2.3.6** In the event parties other than Customer (e.g., Customer's customers or End-Users) shall have use of the Service directly or indirectly through Customer, Customer shall forever indemnify and hold Company and any third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any defects or any claims described in this Section.
- 2.3.7** In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer or, Company incurs costs and expenses under circumstances in which such costs and expenses are caused to be incurred by the Customer or reasonably incurred by Company for the benefit of the Customer, the Customer is responsible for the payment of any resulting costs incurred by Company.
- 2.3.8** Customer agrees to defend the Company against the claims as set forth in this Section and to pay all reasonable litigation costs, attorneys' fees, court costs, settlement payments, and any damages awarded or resulting from any such claims.
- 2.3.9** The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Cancellation of Service by Customer

- 2.4.1** Reseller Customers order Service from Company pursuant to the terms and conditions of a Service Agreement. Any cancellation or termination of Service is subject to the terms and conditions of that Service Agreement. End User Customers order Service from Company by dialing the Company's carrier access code number for Casual Service.
- 2.4.2** If Customer, either on behalf of itself or an End User, orders Service from the Company which requires special construction or facilities for Customer's or End User's use, and then cancels its order before Service begins, a charge shall be made to Customer for the non-recoverable portions of the expenditures or liabilities incurred on behalf of Customer or End User by the Company.
- 2.4.3** If Customer terminates Service prior to the end of the Term specified in the Service Agreement, Customer shall be responsible for all charges incurred to the date of termination, including, but not limited to, all charges to the Company by other carriers for Service provided Customer or its End Users, and any applicable cancellation or termination charges specified in the Service Agreement.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Cancellation for Cause by Company

2.5.1 For nonpayment by Customer of any undisputed sum owing to the Company for more than 30 days past the due date, or for violation by Customer of any applicable law or regulation or of any of the provisions governing the furnishing of Service under this Tariff or the Service Agreement, the Company may, after ten (10) days written notification to Customer of such nonpayment or violation and forthcoming termination therefor, without incurring any liability, immediately cancel or discontinue the furnishing of such Service. Customer shall be deemed to have canceled Service as of the date of such termination and shall be liable for any cancellation charges as set forth in this Tariff.

2.5.2 Without incurring any liability, the Company may cancel Service prior to commencement or discontinue the furnishing of Service to Customer immediately and without notice:

- A. when an emergency may threaten the health or safety of a person, or a LEC's distribution system, in which case the Company shall act promptly to assure restoration of Service as soon as possible;
- B. in the event of a Customer's or End User's use of telecommunications equipment in such a manner as to adversely affect the Company's equipment or facilities, its ability to provide Service to others, or the safety of the Company's employees or Customers; or
- C. In the event of tampering with any facilities or equipment furnished and owed by the Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Cancellation for Cause by Company

2.5.3 The discontinuance of Service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges accrued for Service which has been furnished up to the time of discontinuance nor does it relieve the Customer of applicable cancellation charges. 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.

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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 furnished to the Customer or authorized End User. This includes payment for Services specifically requested by the Customer. 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. A Customer whose Service has been discontinued for non-payment of bills shall be required to pay any unpaid balance due to Company before Service is restored.

2.6.2 Payment Arrangements

2.6.2.A All payments due by the Customer shall be remitted and payable to the Company or any billing agent duly authorized and designated by the Company to receive such payments.

2.6.2.B Service is provided and billed on a monthly basis. Usage sensitive charges are billed in arrears and fixed monthly recurring charges, if any, are billed one month in advance. Unless required in advance, installation charges, and other non-recurring charges shall be due on the first day of the month following the month in which the Service was provided.

2.6.2.C The security of Authorization Codes used by Customer or its End Users are the responsibility of the Customer. All calls placed using such Authorization Codes or using facilities owned or controlled by Customer or its End Users shall be billed to Customer and must be paid by Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.6 Billing and Payment For Service (Cont'd)****2.6.3 Late Payment Fee**

Bills are due and payable upon receipt. In the event Customer fails to pay or remit payment in full to the proper address for Services billed by the Company or authorized billing agent on or before thirty (30) days after the Due Date, Customer shall also pay a late fee in the amount of the lesser of one and one-half percent (1.5%) of the unpaid balance, excluding any late payment fee previously assessed, per month or the maximum lawful rate under applicable state law.

2.6.4 Return Check Charge

A return check charge of \$25.00 will be assessed for checks made payable to the Company and returned for insufficient funds. For service billed on behalf of the Company, any applicable return check charges will be assessed according to the terms and conditions of the Company's billing agent. The Company may waive the return check charge under appropriate circumstances.

2.6.5 Validation of Credit

2.6.5.A The Company reserves the right to validate the creditworthiness of Customers through available verification procedures. If at any time a Customer presents an undue risk of non-payment, or if a Customer fails to comply with the payment terms of this Tariff or applicable Service Agreement, the Company may require a deposit or other forms of security for payment.

2.6.5.B In determining whether a Customer presents an undue risk of nonpayment, the Company may consider, but is not limited to, the following factors: (i) the Customer's payment history (if any) with the Company, (ii) Customer's ability to demonstrate adequate ability to pay for the Service, (iii) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (iv) information relating to Customer's management, owners and affiliates (if any).

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd)

2.6.7 Disputed Charges

Disputes with respect to charges must be presented to the Company in writing within 30 days after the Due Date or such invoice shall be deemed to be correct and binding on the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety within 30 days after the Due Date. For Casual Calling Customers, if, after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer or Company may file an appropriate complaint with the Commission. For all other Customers, resolution of disputes will be governed by the applicable Service Agreement.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Taxes and Fees

- 2.7.1** Service may be subject to State and/or local taxes (e.g., gross receipts tax, sales tax, and municipal utilities tax) and/or fees (e.g., intrastate access charges and contributions to the State universal service program), if Service originates and terminates in the State. An amount equal to such taxes and fees shall be charged to the Customer in addition to the charges stated in this Tariff. All charges related to such taxes and fees shall each be shown as a separate line item on the Customer's monthly invoice.
- 2.7.2** Service shall not be subject to taxes for a given jurisdiction if Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that Customer has been granted a tax exemption. Service shall also not be subject to contribution to the State universal service program if Customer provides the Company with written verification, acceptable to the Company and to the State Commission, that the Service will be resold by Customer and that the revenues from such resale shall be subject to the State universal service program's contribution requirements.
- 2.7.3** The Company may also include among such fees and surcharges any Primary Interexchange Carrier (PIC) charges charged against the Company by a Local Access Provider, as well as any other Local Access charges, whether for originating or terminating Local Access, charged against the Company for originating or terminating intrastate interexchange communications. In the event these charges are imposed, they will be included in this Tariff.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 Inspection, Testing and Adjustments

2.8.1 The Company may, upon notice, make such 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's or the Company's equipment. The Company may interrupt the Service at any time, without penalty or liability to the Company, because of departure from any of these requirements.

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

2.9 Terminal Equipment

Service may be used with or terminated in terminal equipment or communications systems, such as a PBX or key telephone system, provided by Customer or its End User. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of Customer or its End User, except as otherwise provided. Customer or its End User is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the FCC.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 Refunds or Credits for Interruptions in Service

2.10.1 No credits or refunds for interruptions of Service shall be made for:

- (a) Interruptions caused by the negligence or willful misconduct (including the provision of inaccurate information) of the Customer or its End Users.
- (b) Interruptions during any period which the Company or its agents are not afforded access to any Customer premise where Service is originated or terminated.
- (c) Interruptions during any period when the Customer or End-User has released the Service to the Company for maintenance or rearrangement purposes, or for the implementation of Service.
- (d) Interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use the Service on an impaired basis.
- (e) Interruptions not reported to the Company.
- (f) Interruptions caused by outages or failure of Local Access provided by a Local Access Provider.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.10 Refunds or Credits for Interruptions (Cont'd)**

2.10.2 It shall be the obligation of Customer to notify Company immediately of any interruption of Service (as defined in the applicable Service Agreement) for which a credit is desired. If Customer reports an interruption in Service to Company and the affected Service is not restored (as defined in the applicable Service Agreement) within two hours of such report, Customer shall, upon request directed to the Customer's designated customer service representative, receive a credit at the rate of 1/720 of the monthly recurring charges applicable to Service directly affected by such interruption for each hour or fraction thereof, over the initial two hours, during which service is interrupted. No credit will be given for interruptions of less than two hours in duration. The formula used for computation of credits is as follows:

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

A = Interruption time in hours or fraction thereof (must be over 2 hours)

B = total monthly recurring charge for the affected service.

2.10.3 Notice of Interruption should be reported by the Customer to the Company's Network Control Center or other location designated by Company. An interruption ends when the Service is restored. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service shall be deemed to be impaired, but not subject to an interruption nor corresponding credit as provided in Section 2.10.2.

2.10.4 If the Customer elects to use another means of transmission during the period of interruption, the Customer is solely responsible for payment of the charges for the alternate transmission service used.

2.10.5 The credit provided in Section 2.10.2 is Customer's sole and exclusive remedy for any interruption in the Service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 Systems Security

2.11.1 Where Customers are permitted access to the Company's computer systems and data (hereinafter "Systems") for the purposes of managing and maintaining their own telecommunications system, they will adhere to the following:

- (a) Customers may access the Company's Systems only to the extent required by and incident to the administration and management of the Customer's telecommunications system.
- (b) Customers may not disclose or use information which may be learned as a consequence of access to the Company's Systems except as may be directly required to insure the proper operation of the Customer's telecommunications system. Customers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.
- (c) Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer's telecommunications system. These Systems remain the property of the Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of the Company.
- (d) Customers shall take all reasonable precautions to maintain the confidentiality of Systems. Such precautions shall include the use of Personal Identification Numbers (PINs) and passwords selected by and known only to the Customer's individual authorized users. Telephone numbers and dial-up access numbers assigned to the Customer by Company, PINs or any aspect of access and sign-on methodology used to access these Systems shall not be posted or shared with others under any circumstances. Customers shall follow normal log-off procedures prior to leaving a terminal unattended. Customers shall report any known or suspected unauthorized attempt by others to access these Systems.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 Systems Security (Cont'd)

2.11.2 In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify Company immediately. Access into these Systems beyond that authorized may result in civil and/or criminal penalties.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.12 Restoration of Service

The use and Restoration of Service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations to the extent it is applicable, which specifies the priority system for such activities.

2.13 Company Provided Equipment

2.13.1 The Customer agrees to operate any Company provided equipment in accordance with instructions of the Company or the Company's agent or designee. Failure to do so shall void any Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.13.2 below.

2.13.2 Customer agrees to return to the Company all Company-provided equipment within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company (e.g., the cost of the equipment) due to Customer's failure to comply with this provision.

2.13.3 The Company may substitute, change or rearrange any equipment or facility at any time, but shall endeavor to maintain the technical parameters of the service provided the Customer. In the event that technical parameters change as a result of the Company's actions, the Company will provide the Customer with thirty (30) days notice prior to such change.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14 Other Terms and Conditions

- 2.14.1** 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.
- 2.14.2** In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.14.3** Company shall assess a Reseller Customer a \$200 Unauthorized Carrier Change Charge (UCCC) for each Primary Interexchange Carrier (PIC) change made without prior valid authorization which results in the Company being named in a complaint filed with a state or federal regulatory or judicial body. Continued acts of unauthorized PIC changes by any Reseller shall be considered grounds for refusing to provide or for discontinuing Service to that Reseller.
- 2.14.4** Company, when acting at the Customer's request and/or as Customer's authorized agent, shall make reasonable efforts to arrange for special Service requirements such as the provision of Off-Net Circuits. Due to the specialized nature of such an arrangement, however, such arrangement may be provided ICB.

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SECTION 3 – DESCRIPTION OF SERVICE

3.1 General

WITel undertakes to offer and provide wholesale interexchange telecommunications services within its Service Area to Reseller Customers for resale to their End Users or to other Telecommunications Service providers or Information Service providers. The Services described herein are part of the Company's one-stop shopping package offering a full service platform to the wholesale marketplace, including interstate and international voice and data services.

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Although WITel does not solicit end users for any of the Services described in this Section, unsolicited requests by end users for casual calling or dial-around service and presubscribed or preferred carrier service from WITel will be provided for in accordance with this Tariff.

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)**3.2 Wholesale Service Offerings**

Applicable rate schedules for the following services are provided in Section 4. Dedicated Access Lines may be required to connect Customer to Company's POP. Such dedicated Access Lines, when required, shall be the sole responsibility of Customer. Notwithstanding such responsibility, Company shall, upon Customer's request, order such dedicated Access Lines on behalf of Customer or its End Users, and shall invoice Customer for all related recurring and non-recurring charges. Intrastate rate plans are tied to specific interstate and international rate plans.

3.2.1 WilTel "Switched One Plus Service" offers Reseller Customers interexchange Services via Feature Group D Access Lines for seamless origination, transmission and termination of communications. Feature Group D access is provided by the Local Exchange Carrier and allows the Customer to use its own Carrier Identification Code to route traffic to the Company's POP while the Customer's End Users will recognize the Customer as the End User's presubscribed interexchange carrier. The intrastate rates that WilTel charges Reseller Customers for Switched One Plus Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.1 of this tariff.

3.2.2 WilTel "Dedicated One Plus Service" offers Reseller Customers interexchange Services via dedicated Access Lines for seamless origination, transmission and termination of communications. Dedicated access to the Company's POP may be provided by the Customer, Company or a Local Access Provider. The intrastate rates that WilTel charges Reseller Customers for Dedicated One Plus Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.2 of this tariff.

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)**3.2 Wholesale Service Offerings (cont'd)**

3.2.3 WilTel "Toll Free Service" offers Reseller Customers a toll free number (e.g., 800, 888 or 877) and allows callers to reach the subscriber without toll charges. The subscriber pays for all incoming calls made on its assigned toll free number. Toll Free Service consists of a basic service (assignment of a toll free telephone number and a toll free calling area selected by the Customer) and additional features that Customers can select.

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3.2.3A Switched Toll Free Service is an inbound long distance service. This service terminates calls over the local telephone lines of Customer or its End Users, and calls are toll-free to the calling party. The rates that WilTel charges Reseller Customers for Switched Toll Free Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.3 of this tariff.

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3.2.3.B Dedicated Toll Free Service is an inbound long distance service. This service terminates calls over dedicated Access Lines from Company's POP to the service location(s) of Customer or its End Users, and calls are toll-free to the calling party. The rates that WilTel charges Reseller Customer for Dedicated Toll Free Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.4 of this tariff.

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)**3.2 Wholesale Service Offerings (Cont'd)**

3.2.4 "Directory Assistance Service" offers Reseller Customers the ability to provide their End Users with phone numbers, addresses and NPA/Country codes and automatic call completion. A per-call surcharge is assessed against the Customer for each call made by the Customer's presubscribed End-Users. This surcharge applies whether or not the Directory Assistance operator furnishes the requested telephone number(s), e.g., the requested number is unlisted, non-published or no record can be found. Requests for information other than telephone numbers will be charged for as requests for telephone numbers.

Directory Assistance Service gives the option of completing a call to the called station telephone number received from the Directory Assistance operator without hanging up and originating a new call. A usage rate for call completion applies in addition to the Directory Assistance per-call surcharge if the caller accepts the offer. The call completion charge will not apply if the call cannot be completed. The per-call surcharge and usage rates that WilTel charges Reseller Customers for Directory Assistance Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.8 of this tariff.

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)**3.2 Wholesale Service Offerings (Cont'd)**

- 3.2.5** WilTel "Calling Card Service" offers Reseller Customers the ability to allow its End Users to originate long distance calls from locations other than their primary service location through the use of a toll free network access number and an Authorization Code. WilTel Calling Card Service provides an access number and authorization code issued by WilTel which the Reseller Customer will incorporate into its End User's calling card. WilTel Calling Card Service allows Customer's End Users who are away from their home or business, or who wish to have Calling Card Service only, access to WilTel Network to place calls from any location in the State. Access to WilTel Network for Calling Card Service is gained by dialing an access number. End Users may bill calls to their Calling Card account when calling from any location within the State. Applicable usage rates for Operator Service will apply when Calling Card Service is used. The rates that WilTel charges Reseller Customers for Calling Card Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.5 of this tariff. T
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- 3.2.6** "Prepaid Calling Card Service" offers Reseller Customers the ability to allow its End Users to originate long distance calls on a prepaid basis via a toll free network access number and an Authorization Code. Customer shall be given notice two (2) minutes before the available account balance is depleted, based upon the applicable rates for the call in progress. When the available balance is depleted, the call shall be terminated. A prepaid calling account shall expire on the date specified on the card, unless replenished by a charge to a commercial credit card as authorized by the Customer beforehand. The End-User will use the access number on the Prepaid Calling Card to access WilTel Network. The applicable usage rate will be deducted on a real-time basis as the card is used until the full amount of the card is exhausted. Applicable usage rates for Operator Service will apply when Prepaid Calling Card Service is used. The rates that WilTel charges Reseller Customers for Prepaid Calling Card Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.6 of this tariff. T
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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)**3.2 Wholesale Service Offerings (Cont'd)**

3.2.7 WilTel "Operator Assistance Service" offers Reseller Customers the ability to provide its End Users with call completion functions performed either by a live operator or by automated systems. Such functions include collect calling, third party billing and calling card services. Access to WilTel Operator Assistance Services can be obtained by the following dialing methods: (A) "00" from a telephone subscribed to WilTel Network in a Feature Group D (FGD) area; (B) "0+ (NPA-NXX-XXXX)" from a telephone subscribed to WilTel Network in a FGD area; (C) "101XXXX+ 0" from any non-pay telephone in a FGD area; and (D) "1-800-XXXX" from any location. In addition to per minute rates, WilTel bills the following surcharges per call as applicable: platform charge - for operator assisted completed calls; non-complete call charge - for operator assisted non-completed calls; person-to-person charge - for originating calls specifying the particular party to be reached; and station-to-station charge - for originating calls specifying only the desired station and does not specify a particular person to be reached. The rates that WilTel charges Reseller Customers for Operator Assistance Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.7 of this tariff.

WilTel does not provide alternative operator services.

3.3 End User Services**3.3.1 Casual Calling**

Casual Calling Service permits End User Customers to obtain Service without the necessity of presubscription of their local lines. Customers utilizing Casual Calling Service shall access Service by dialing an access code in the form of 101XXXX, where "X" is the 4 digit Carrier Identification Code (CIC) assigned to the Company. When dialing, the access code shall be followed by the normal sequence of 1+ Area Code + Number. Calls placed using Casual Calling Service are billed to Customer in whole minute increments rounded up to the next full minute through the serving Local Exchange Carrier's (LEC) monthly bill. All End Users of Casual Calling are Customers of the Company, even when they are End Users of a Reseller for other Services. The rates for Casual Calling Service are set forth in Section 4.3.

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)

3.3 End User Services

3.3.2 Presubscription

Presubscription Service permits End User Customers to select WilTel as the Customer's presubscribed or preferred carrier to interLATA and/or intraLATA interexchange service. The rates for Presubscription Service are set forth in Section 4.

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)**3.4 Terms and Conditions**

3.4.1 Services will be provided if the Customer agrees to each of the following points that are applicable:

- (A) Secure and maintain all necessary state certifications, tariffs, and comply with the rules and regulations as set forth by the Commission.
- (B) Provide all billing and collection services under its own brand name.
- (C) Provide customer service under its own brand name.
- (D) Secure and maintain a signed copy of the “letter of agency” from the End-User which defines the relationship between the End-User and the Reseller.
- (E) Assume all responsibility for PIC disputes and complaints with the Local Exchange Carrier.
- (F) Use its own product names which do not identify WilTel products. T
- (G) Use the WilTel name only in post-sale communications which inform its subscribers that WilTel is the underlying carrier and that the WilTel name may appear on copies of their local phone bills using specific language authorized by WilTel. T
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- (H) The End-User is the customer of the Reseller, not WilTel. T
- (I) Assume all risk for bad debt.
- (J) Accept responsibility for all charges, costs, etc. incurred by WilTel with respect to Ancillary Services. T
- (K) Accept responsibility for all interaction and interface with its own subscribers or customers.

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)

3.4 Terms and Conditions (cont'd)

- 3.4.2** The minimum Term for Service provided On-Net is one month (30 days), except where special construction is requested in which case the minimum Term may be longer. The minimum Term for Service provided Off-Net shall be the same as that minimum service term imposed on WilTel for leasing the Off-Net facilities.
- 3.4.3** Service is available twenty-four (24) hours a day, seven (7) days a week. The beginning time for outbound calls is determined by the time at the point of origination. The beginning time for inbound calls (Toll Free Service) is determined by the time at the point of termination.
- 3.4.4** Usage sensitive charges are based on the actual usage of Company's facilities (On-Net and Off-Net). Such charges are measured in Conversation Minutes counted in six (6) second increments. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is six (6) seconds and usage is rounded to the next higher six (6) second increment after the initial period.
- 3.4.5** Chargeable time for Customer shall begin when the called party answers, as determined by hardware answer supervision, provided that such capabilities are available from the local telephone company. If hardware answer supervision is not available, then Carrier will employ industry accepted standards for the timing of calls. Chargeable time for a call shall end upon disconnection by either party.

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SECTION 4 – RATES AND CHARGES

4.1 General

- 4.1.1** Conversation Minutes, reflecting usage sensitive charges resulting from use of Service, are billed in increments of six (6) seconds with an initial period (minimum billing period) of six (6) seconds, unless otherwise specified. Following the initial period, all charges are rounded to the next higher six (6) second increment for billing purposes, unless otherwise specified.
- 4.1.2** Other than the charges indicated for each Service, there are no installation or other nonrecurring charges or monthly recurring charges for Service, except for the installation charges and/or monthly recurring charges associated with the use of dedicated Access Lines ordered by Carrier on behalf of Customer or its End Users.

4.2 Wholesale Service Rates

4.2.1 Switched One Plus Service

Usage Sensitive Charges (Rate Per Minute): \$0.03900

Non-Usage Sensitive Charges: N/A

4.2.2 Dedicated One Plus Service

Usage Sensitive Charges (Rate Per Minute): \$0.01685

Non-Usage Sensitive Charges: N/A

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.2 Wholesale Service Rates (cont'd)

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.2 Wholesale Service Rates (cont'd)

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.2 Wholesale Service Rates (cont'd)

4.2.3 Switched Toll Free Service

Usage Sensitive Charges (Rate Per Minute): \$0.03900

Non-Usage Sensitive Charges: N/A

4.2.4 Dedicated Toll Free Service

Usage Sensitive Charges (Rate Per Minute): \$0.01822

Non-Usage Sensitive Charges: N/A

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.2 Wholesale Service Rates (cont'd)

4.2.5 Calling Card Service

Conversation Minutes for Calling Card Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.09

Non-Usage Sensitive Charges: \$0.12 per call

4.2.6 Prepaid Calling Card Service

Conversation Minutes for Prepaid Calling Card Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.09

Non-Usage Sensitive Charges: \$0.12 per call

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SECTION 4 – RATES AND CHARGES (CONT'D)**4.2 Wholesale Service Rates (cont'd)****4.2.7 Operator Assistance Service**

Conversation Minutes for Operator Assistance Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.0715

Non-Usage Sensitive Charges:

Charge per call:	Live <u>Operator</u>	<u>Automated</u>
General Assistance:	\$1.05	N/C
Billed to 3 rd Party		
Person-to-Person:	\$3.00	N/C
Billed to 3 rd Party		
Station-to-Station:	\$1.05	\$1.05
Collect Person-to-Person:	\$3.00	N/C
Collect Station-to-Station:	\$1.05	\$1.05
Person-to-person:	\$3.00	N/C
Station-to-station:	\$1.05	\$1.05

4.2.8 Directory Assistance Service

Conversation Minutes for Directory Assistance Call Completion Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute) for call completion: \$0.0715

Non-Usage Sensitive Charges:

Charge per call:	\$0.35 without call completion
	\$0.65 with call completion

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.3 End User Service Rates

4.3.1 Casual Calling

Conversation Minutes for Casual Calling Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.30

4.3.2 Presubscription

Conversation Minutes for Presubscription Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.30

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SECTION 5 – CONTRACTS AND PROMOTIONS**5.1 Contracts**

At the option of the Company, Wholesale Services may be offered on an ICB basis to meet the specialized requirements of Customers. The terms of each such ICB arrangement shall be mutually agreed upon between the Customer and Company and may include discounts off of the rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed facilities, or other customized features. The terms of such an ICB arrangement may be based partially or completely on a Term or volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. The terms of such ICB arrangements may, within a reasonable time after the terms of the ICB arrangement have been agreed to between the Company and the Reseller Customer, be included in this Tariff (i.e., the Company may file the ICB terms agreed to as optional rates, terms and conditions under this Tariff that new Reseller Customers can choose in lieu of the non-ICB rates, terms and conditions contained in this Tariff) to be made available to all similarly situated Reseller Customers for a fixed period of time as may be specified in this Tariff. The Company will file ICB arrangements with the Commission.

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SECTION 5 – CONTRACTS AND PROMOTIONS (CONT'D)

5.2 Promotions

- 5.2.1** From time to time, Company may, at its option, promote subscription or stimulate Service usage by offering to waive or reduce some or all of the nonrecurring or recurring charges for the Customer (if eligible) 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. In no case, shall the resulting rates and charges exceed the rates and charges listed in this tariff for the same services.
- 5.2.2** Promotional and other credits offered by Company in marketing its Services cannot be assigned. Such credits must be used by the Customer to whom they were offered or the Customer who earned them under the provisions of the offer. The Company will file promotional offerings with the Commission.

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FILE



VIA FEDERAL EXPRESS

~~056007 TP ACN~~

January 3, 2005

PUCO
Docketing Division 13th Floor
180 E. Broad Street
Columbus, OH 43215-3793

RE: WilTel Communications, LLC formerly Williams Communications, LLC
Advice Letter No 2

Dear Sir:

Enclosed for filing is an original and ten (10) copies of revisions to WilTel Communications, LLC formerly Williams Communications, LLC Tariff No. 2.

This filing is being submitted to change the company name from Williams Communications, LLC to WilTel Communications, LLC.

Also enclosed is the Telecommunications Application Form required by the PUCO and a self-addressed stamped envelope for the return of a stamped copy of the revisions for our files.

If you have any questions in regards to this filing feel free to contact me at (918) 547-4018.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie Dixon", with a large, stylized loop at the end.

Julie Dixon
Tariff Administrator

Enclosure

PUCO

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One Technology Center Tulsa, OK 74103
918.547.6000 tel
www.williamscommunications.com

(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

Case No.

Page 1 of 4

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- ☐ 20 Introduction or Extension of Promotional Offering
- ☐ 21 New Price List Rate for Existing Service
 - ☐ a. Tier 1 ☐ b. Tier 2
- ☐ 22 Designation of Registrant's Process Agent(s)
- ☐ 23 Update to Registrant's Maps
- ☐ 24 Annual Tariff Option For Tier 2 Services – indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.
 - ☐ Paper Tariff ☐ Electronic Tariff. If electronic, provide the tariff's web address: _____

THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)

- ☐ 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)
CTR Docket No. _____ - _____ - TP – CTR (Use same CTR number throughout calendar year)

II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input type="checkbox"/>	[3]	Completed Service Requirements Form.
<input type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input type="checkbox"/>	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
<input type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: <ol style="list-style-type: none"> 1) An executive summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally-generated sources of cash and external funds available to support the applicant's operations. The subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions. 3) Documentation to support the applicant's cash and funding sources.
<input type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input type="checkbox"/>	[3a,3b,3d, 9a,(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input type="checkbox"/>	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.
<input checked="" type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
<input type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<input type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
<input type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
<input type="checkbox"/>	[1-2,4-7,9,12-13,16,18-23,25]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.

<input checked="" type="checkbox"/>	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 20,21]	Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input checked="" type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: <input type="checkbox"/> Tier 1 price list increases must be within an approved range of rates. <input type="checkbox"/> SLF Filings - Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input checked="" type="checkbox"/>	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been/will be provided to customers. NOTE: SLF Filings - Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input checked="" type="checkbox"/>	[1,2,5,9a(v),11-13, 21(increase only)]	Affidavit attesting that customer notice has been provided.
<input type="checkbox"/>	[2,12]	Copy of Notice which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
<input type="checkbox"/>	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input checked="" type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input type="checkbox"/>	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357).
<input type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant. If Mirroring Large ILEC exchanges for both serving area and local calling areas: • <i>Serving area</i> must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • <i>Local calling areas</i> must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges. If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • <i>Serving Area</i> must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • <i>Local Calling Areas</i> must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
<input type="checkbox"/>		Other information requested by the Commission staff.
<input type="checkbox"/>	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: <input type="checkbox"/> Paper Tariff <input type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff:

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:

- ☒ Sales tax
- ☒ Minimum Telephone Service Standards (MTSS)
- ☒ Surcharges

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:

- ☒ 1+ IntraLATA Presubscription

SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- ☐ Emergency Services Calling Plan [Required if toll service provided]
- ☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- ☐ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- ☐ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- ☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- ☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

IV. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Kathy Hough, Regulatory Analyst 918-547-9140

One Technology Center TC-15L Tulsa, OK 74103

- V. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:

918-547-4018

Kathy Hough, Regulatory Analyst 918-547-9140/ Julie Dixon Regulatory Analyst
One Technology Center TC-15L Tulsa, OK 74103

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

- VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)

Williams Communications, LLC dba Vyvx, Inc. Certificate Number 90-5860

AFFIDAVIT

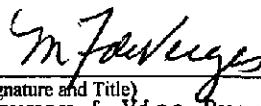
Minimum Telephone Service Standards

I am an officer of the applicant corporation, WillTel Communications, LLC formerly Williams Communications, LLC, and am authorized to make this statement
(Name of Company)

on its behalf. I attest that these tariffs comply with the Minimum Telephone Service Standards (MTSS) for the state of Ohio. I understand that the Minimum Telephone Service Standards, as modified and clarified from time to time, supercede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 07-08-04 at Tulsa, Oklahoma
(Date) (Location)

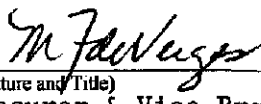


*(Signature and Title) 07-08-04
Treasurer & Vice President (Date)

** This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, Mardi de Verges verify that I have utilized, verbatim, the Commission's Telecommunications Application Form and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.



*(Signature and Title) 07-08-04
Treasurer & Vice President (Date)

**Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio
Attention: Docketing Division (or to the Telecommunications Division Chief if a prefiling submittal)
180 East Broad Street, Columbus, OH 43215-3793

DATE: 01/30/2003 DOCUMENT ID: 200303000006 DESCRIPTION: CORRECT REG./FOREIGN LLC (LFC) FILING: 50.00 EXPED: 100.00 PENALTY: .00 CERT: 00 COPY: .00

Receipt

This is not a bill. Please do not remit payment.

C.T. CORPORATION SYSTEM
17 S. HIGH STREET
COLUMBUS, OH 43215

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, J. Kenneth Blackwell

1213395

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

WILTEL COMMUNICATIONS, LLC

and, that said business records show the filing and recording of:

Document(s)
CORRECT REG./FOREIGN LLC

Document No(s):
200303000006



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 29th day of January, A.D. 2003.

J. Kenneth Blackwell
Ohio Secretary of State



March 20, 2003

RE: NAME CHANGE

This notification is being sent to inform your company that effective January 29, 2003, the operating company, "Williams Communications, LLC," officially changed its name to "WilTel Communications, LLC." Please use this formal notification to update your records accordingly.

REGULATIONS AND SCHEDULE OF CHARGES

APPLICABLE TO COMPETITIVE INTRASTATE

TELECOMMUNICATIONS SERVICES

FURNISHED BY

WITEL COMMUNICATIONS, LLC.

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This tariff contains the rates, terms and conditions applicable to competitive intrastate services offered by WitTel Communications, LLC. located at One Technology Center Tulsa, Oklahoma 74103.

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Service is provided by any means of wire, terrestrial communications systems, satellite, microwave, and other transmission systems, or any combination thereof.

(Case No. 90-5860-CT-TRF)

ISSUED: January 3, 2005

EFFECTIVE

Issued pursuant to the authority granted by The Public Utilities Commission of Ohio
Case No. 01-305-CT-ZCN

ISSUED BY: Tariff Administrator
One Technology Center
Tulsa, OK 74103
1-866-945-3851

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CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

Page #	Revision	Page #	Revision	Page #	Revision
Title	2nd Revised*	21	2nd Revised*	42	2nd Revised*
1	2nd Revised*	22	2nd Revised*	43	2nd Revised*
2	2nd Revised*	23	2nd Revised*	44	2nd Revised*
3	2nd Revised*	24	2nd Revised*	45	2nd Revised*
4	2nd Revised*	25	2nd Revised*		
5	2nd Revised*	26	2nd Revised*		
6	2nd Revised*	27	2nd Revised*		
7	2nd Revised*	28	2nd Revised*		
8	2nd Revised*	29	2nd Revised*		
9	2nd Revised*	30	2nd Revised*		
10	2nd Revised*	31	2nd Revised*		
11	2nd Revised*	32	2nd Revised*		
12	2nd Revised*	33	2nd Revised*		
13	2nd Revised*	35	2nd Revised*		
15	2nd Revised*	36	2nd Revised*		
16	2nd Revised*	37	2nd Revised*		
17	2nd Revised*	38	2nd Revised*		
18	2nd Revised*	39	2nd Revised*		
19	2nd Revised*	40	2nd Revised*		
20	2nd Revised*	41	2nd Revised*		

ISSUED: January 3, 2005

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TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the page currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to 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 filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There shall 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 sheet to find out if a particular page is the most current on file with the Commission.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

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

ISSUED: January 3, 2005

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APPLICATION OF TARIFF

This Tariff includes the rates, terms and conditions of service applicable to the furnishing of the within described intrastate Services by WilTel Communications, LLC, the use of which shall be subject to the jurisdiction of the Ohio Public Service Commission. This Tariff does not apply to the within described Services which are provided by WilTel Communications, LLC:

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- (a) to common carriers pursuant to any contractual arrangements;
- (b) pursuant to other WilTel Communications, LLC tariffs unless specifically stated therein; and
- (c) to Services which are provided by Company to affiliates of the Company.

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ISSUED: January 3, 2005

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SECTION 1 - TERMS AND ABBREVIATIONS

Access Line - A facility arrangement which connects Customer's locations to WilTel POP. T

Account Code - A series of digits entered by Customer to associate a call with a particular department, cost center, or Customer. An Un-Validated Account Code shall be accepted if it contains the proper number of digits. A Validated Account Code shall only be accepted if it can be matched with a number on the list of valid Account Codes provided by Customer.

Additional Charges - has the meaning set forth in Section 2 (Adjustments), of the Rules and Regulations.

Affiliate - with respect to any Person, means any other Person which directly or indirectly controls, or is controlled by, or is under common control with, such Person. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, with respect to WilTel, "Affiliate" means any Person that may be consolidated with WilTel for financial reporting purposes. T

Ancillary Charges - Charges for Ancillary Services as set forth in this Tariff which may consist of both nonrecurring and monthly recurring charges.

ANI - means automatic number identification or a call or line bearing such automatic number identification.

Authorization Code - A numerical code, one or more of which are available to Customer to enable them to access WilTel' Network, and which are used by WilTel both to prevent unauthorized access to its facilities. T

Available/Availability - means the condition in which WilTel Network has the facilities necessary to provide such Services, such facilities are not already committed to other parties and are accessible for such Services requested by Customer, as determined by WilTel in the ordinary course of business, directly in areas or cities which are then in service on WilTel Network (but not including any areas or cities for which facilities are planned but not yet completed or any areas or cities in which requested Services are only available through facilities leased from a Third Party). T

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SECTION 1 - TERMS AND ABBREVIATIONS (CONT'D)

Business Day - means a day other than a Saturday, Sunday, or other day on which commercial banks in Tulsa, Oklahoma are authorized or required by law to close

Card Services - Post-paid calling card is a credit card allowing the subscriber to make a local or long distance phone call from a remote location while having the usage charge billed back to the subscriber's account. Calling cards are typically accessed via 1-800 numbers. Pre-paid calling card is a credit card allowing the subscriber to make a local or long distance phone call from a remote location. Payment for usage on a pre-paid calling card is made in advance. Calling cards are typically accessed via 1-800 numbers.

Casual Calling - A phrase referring to dialing 101XXXX in America to place a call over an alternate carrier that may not have the capability to bill the call. This is usually associated with unauthorized calls where the carrier receives the ANI but lacks a means to direct a bill to a physical customer location.

Certified Reseller - A Customer which purchases Service from WilTel and resells service to its own End Users. End Users of a Reseller are not Customers of WilTel. A Reseller must be authorized to operate in the State before it can Resell Services to its End Users.

CIC - means a Carrier identification code.

Circuit - means a dedicated communication path between two or more points with a specified bandwidth.

CLEC - means a competitive local exchange carrier.

Collect Call - A billing arrangement which bills the charge for a long distance call to the called station's telephone number. The person agreeing to accept the call is responsible for all charges related to the call.

Commission - Ohio Public Service Commission.

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SECTION 1 - TERMS AND ABBREVIATIONS (CONT'D)

Communications Act - means the Communications Act of 1934, as amended from time to time (including the Telecommunications Act of 1996).

Conversation Minutes - For billing purposes calls are billed based on Conversation Minutes, which begin when the called party answers, as determined by answer supervision, and end when either party disconnects.

Customer - The natural person or legal entity which orders Services from WilTel and is responsible for the payment of charges due as a result of using the Services and for compliance with this Tariff. The Customer may be a Certified Reseller of WilTel' Services which resells services to an End User. Notwithstanding Customer's reselling of WilTel' Services Customer remains responsible for the payment of WilTel' charges and for compliance with this Tariff.

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Day - From 8 AM up to but not including 5 PM, Monday through Friday.

Dialed Number Information Service (DNIS) - A service option of Toll Free Service under which WilTel electronically transmits to Customer the telephone number of the party calling Customer.

Directory Assistance - Directory Assistance allows the subscriber to obtain a phone number and address for the party they are inquiring about. Directory Assistance is typically reached by dialing 1-411 or 1-NPA-555-1212.

Due Date - The date on which payment is due as indicated on WilTel' invoice to Customer.

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Early Termination Charge - has the meaning set forth in Section 2 (Termination) of the Rules and Regulations hereof.

Effective Date - the date the tariff becomes effective.

End User - The natural person or legal entity which either: (1) orders Service through a Certified Reseller or (2) gets access to the WilTel Network by dialing a 101XXXX number which is given to Customer in order to allow Customer and its End-Users to access WilTel Network until Customer is recognized by WilTel' systems.

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SECTION 1 - TERMS AND ABBREVIATIONS (CONT'D)

FCC - Federal Communications Commission.

Feature Group D - has the meaning set forth in the tariff of the National Exchange Carrier Association.

Force Majeure Event - means an event described in Section 2 (Force Majeure) of the Rules and Regulations hereof.

Independent LEC - means the following LECs: AT&T Local, Brooks, Level 3, TCG, Hyperion, Allegiance, Teleport, WorldCom, MCI Metro, WinStar, Frontier Local, InterMedia, E.Spire, Time Warner, Teligent, AllTel, ICG, Century Tel, CapRock, and Gabriel.

Individual Case Basis (ICB) - Determinations involving situations where nonstandard arrangements are required to satisfy specialized needs. The nature of such Service requirements makes it difficult or impossible to establish general agreement provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they shall be offered pursuant to such terms and conditions when set forth in writing and subscribed to by authorized representatives of Customer and WilTel.

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Information Services - The term "Information Services" has the same meaning as contained in 47 U.S.C. § 153(20), as interpreted by the FCC and federal courts.

Installation - Establishment of Service.

Interexchange Service - Service provided to a Customer over a Circuit between a WilTel designated POP in one exchange and a WilTel designated POP in another exchange.

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Interstate Service - A call that originates in one state and terminates in another state.

Intrastate Service - A call that originates and terminates in the same state.

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SECTION 1 - TERMS AND ABBREVIATIONS (CONT'D)

LATA (Local Access Transport Area) - A geographical area established for the provision and administration of communications Service, as provided for in the Modification of Final Judgement (MFJ), the consent decree between GTE Corporation and the Department of Justice, and any further modifications thereto.

Local Access Service - The portion of the Service between a customer premise and a WilTel designated POP. T

Local Access Provider - An entity providing Local Access Service.

Local Exchange Carrier (LEC) - The local telephone utility that provides exchange telephone services.

N/A - Not applicable.

N/C - No charge.

Non-recurring Charge - One-time charge relevant to Service.

Operator Services - Any variety of telephone services which need the assistance of an operator or an automated operator (i.e. using interactive voice response technology and speech recognition). Such services include collect calls, third party billed calls and person to person calls. Operators are typically reached by dialing 0-, 0+ or 00-. T

Other Large LEC (OLL) - means GTE and United.

Pass Through Basis - means WilTel shall be entitled to reimbursement of its actual Third Party direct costs (which are not subject to Section 2 (Suspension of Service) of the Rules and Regulations plus an administrative charge equal to five percent (5%) of such costs. T

Person - means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

Person-to-Person - A type of call that the person originating the call specifies to the operator a particular person, extension or department to be reached.

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SECTION 1 - TERMS AND ABBREVIATIONS (CONT'D)

PIC - means primary interexchange carrier.

POP (Point of Presence) - A WilTel designated location where a facility is maintained for the purpose of providing access to WilTel Services by Customer.

Port - means physical or electrical interface through which one gains access to and egress from a switch.

Provider - means WilTel, its Affiliates or any Third Party whose own service constitutes part of the Service or whose service is procured by WilTel or its Affiliates on behalf of Customer.

Renewal Term - meaning set forth in Section 2 (Effective date and Term) of the Rules and Regulations hereof.

Service(s) - means the Services set forth in this tariff.

Service Area - The geographic area in which Customer s may access and use Service.

Service Commitment Period - The period selected by the Customer, agreed to by Company and stated on the relevant Service Agreement, during which Company will provide and Customer will accept and pay for the Service described therein.

Service Order - An agreement between Company and Customer which, subject to the terms and conditions of this Tariff, defines the relationship between WilTel and Customer.

Station-to-Station - A type of call where the person originating the call gives the operator the telephone number of the desired station and does not specify a particular person, extension or department to be reached.

Tariff - The Company's Ohio Intrastate Tariff No. 3, and effective revisions thereto filed by the Company with the Commission.

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SECTION 1 - TERMS AND ABBREVIATIONS (CONT'D)

Telecommunications Service - The term "Telecommunications Service" has the same meaning as contained in 47 U.S.C. § 153(46), as interpreted by the FCC and federal courts.

Term - has the meaning set forth in Section 2 of the Rules and Regulations hereof.

Third Party - means a Person other than a Party to an Agreement.

Third Party Call - any call charged to a number other than that of the called or calling party.

Toll Free Service - Toll Free Service is a long distance, reversed-billed service that allows the subscriber to pay for all incoming calls

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).

WITel - Used throughout this Tariff to refer to WITel Communications, LLC. d/b/a Vyvx, LLC.

WITel Network - means the fiber optic digital telecommunications transmission system, switching infrastructure, network management systems, operational support systems and customer network management systems operated by WITel and which is capable of providing and is used for the provision of Services between cities, as such may be subsequently modified or expanded.

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SECTION 2 - RULES AND REGULATIONS**2.1 Limitations of Services**

2.1.1 The Company undertakes to furnish intrastate Interexchange Service pursuant to the terms of this Tariff for the transmission of telecommunication services. 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 Company reserves the right to deny Service:

- a. to any Customer that, in Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth in the Tariff,
- b. in circumstances in which 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. Service is offered subject to the availability of the necessary facilities and subject to the provisions of this Tariff.

2.1.2 WilTel reserves the right to discontinue any Services provided under this Tariff or to alter the charges or other terms for any service provided in connection with this Tariff, including by means of modifying any applicable Tariff. For changes not initiated by a Third Party Service provider, including a LEC, WilTel shall give Customer not less than thirty (30) days prior notice of any modification or termination that will materially and adversely affect Customer, which notice will state the effective date for such termination or modification. For LEC-initiated changes, WilTel will notify Carrier within 30 days of the LEC's notification to WilTel.

2.1.3 The provision of Services shall not create a partnership or joint venture between the parties.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.2 Use of Service

2.2.1 Any Services provided by WilTel to Customer must be used by Customer, only to provide telecommunications services and may not be used for any unlawful purpose. If the FCC, one or more state regulators, or any other regulatory body of competent jurisdiction at any time levies or assesses any charge, or imposes any rule or other requirement, that differentiates Customers by class (e.g. distinguishing residential and business customers, no WilTel Services shall be sold or otherwise provided by Customer to any customer of Customer who is not a member of the class of customers for which such WilTel Services has been designated by WilTel. In that event, Customer shall provide WilTel with quarterly reports showing a detailed breakdown of customer by class of services, and WilTel shall have the right to audit such reports to confirm their accuracy. Customer's violation of this shall constitute a material breach of this Tariff.

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2.2.2 The Company's services are available for use twenty-four hours per day, seven days per week. Unless otherwise restricted herein, Customers may use the Company's Service (s) to place and/or receive intrastate calls.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Resale of Company Services

2.3.1 In addition to the other provisions in this Tariff, a Customer reselling Service shall be responsible for all interaction and interface with its own subscribers or customers. The reselling of Service by a Customer or reselling of Service with enhancements provided by Customer shall not create a partnership or joint venture between Company and Customer nor result in a joint service offering to any third parties by either Company or the Customer.

2.4 Assignment and Transfer

2.4.1 Customer shall not assign or otherwise transfer (including without limitation, a transfer due to a "Change of Control") its rights or obligations under this Tariff without the prior written consent of Company, which shall not be unreasonably withheld. Any such assignment or transfer of Customer's rights or obligations without such consent shall entitle Company to terminate the Services provided hereunder at its option upon ten (10) days' prior written notice to Customer. A "Change in Control" shall be deemed to be an assignment, merger, sale of a controlling interest or other transfer of a controlling ownership interest. In the event of Customer's acquisition of or merger with another of WiTel' customers, the agreement of the other customer ("Other Agreement") shall terminate, subject to any existing commitments transferring to and being assumed by Customer under the terms and conditions of this Tariff.

2.4.2 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, that the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

2.5 Interconnection with Other Carriers/Customers

2.5.1 Service furnished by WiTel may be connected with the services or facilities of other Carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.6 Liability of the Company**

- 2.6.1** WilTel shall not be liable to the Customer or any other person or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects" or "Defective Service"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer (including authorized users) or Customer's customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon WilTel, and Customer shall pay to WilTel any reasonable costs, expenses, damages, fees or penalties incurred by WilTel as a result thereof, including, without limitation, costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of Third Parties, and WilTel shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such Third Parties. IN THE EVENT OF AN INTERRUPTION IN SERVICE, ANY DEFECT IN THE SERVICE WHATSOEVER OR A FAILURE TO PERFORM UNDER THIS AGREEMENT, NEITHER WILTEL NOR ANY THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.
- 2.6.2** WilTel shall in no event be liable for preemption of existing Services to restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations
- 2.6.3** The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by WilTel or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Liability of the Company (Cont'd)

- 2.6.4** In the event suit is brought or an attorney is retained by WilTel to enforce the terms of this Tariff WilTel shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.7 Billing and Payment Terms****2.7.1 Monthly Billings**

Service is provided and billed on a monthly basis. Usage sensitive charges are billed in arrears and fixed monthly recurring charges, if any, are billed one month in advance. Unless required in advance, installation charges, and other non-recurring charges shall be due on the first day of the month following the month in which the Service was provided.

2.7.2. Due Date and Invoice

All amounts stated on each monthly invoice are due and payable upon Customer's receipt of the invoice ("Due Date"). Customer agrees to remit payment to Seller at the remittance address. In the event Customer fails to make full payment of undisputed amounts to the proper address within thirty (30) days of the date of the invoice, Customer shall also pay a late fee in the amount of the lesser of one and one-half percent (1 1/2%) of the unpaid balance per month or the maximum lawful rate under applicable state law which shall accrue from the Due Date. Customer acknowledges and understands that all charges are computed exclusive of Additional Charges. Such Additional Charges shall be paid by Customer in addition to all other charges provided for herein.

2.7.3 Return Check Charge

A return check charge of \$25.00 will be assessed for checks made payable to WilTel and returned for insufficient funds. For service billed on behalf of WilTel, any applicable return check charges will be assessed according to the terms and conditions of WilTel' billing agent.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7. Billing and Payment Terms (Cont'd)

2.7.4 Billing Disputes

Disputes with respect to charges must be presented to the Company in writing within 30 days after the Due Date or such invoice shall be deemed to be correct and binding on the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety within 30 days after the Due Date. For Casual Calling Customers, if, after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer or Company may file an appropriate complaint with the Commission. For all other Customers, resolution of disputes will be governed by the applicable Service Agreement.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Billing and Payment Terms (Cont'd)

2.7.4 Suspension of Service.

- a. Except for amounts disputed by Customer in accordance with Billing Disputes, in the event payment in full is not received from Customer on or before sixty (60) days following the date of the invoice, Company shall have the right to suspend all or any portion of the Services to Customer. Company shall exercise this suspension right by providing Customer with a minimum of ten (10) days' written notice specifying the past due amount and the Services to be suspended. If Company receives the entire specified past due amount within the ten (10) day notice period, then Customer's Service shall not be suspended.
- b. If only a portion of the Services is initially suspended pursuant to Company's written notice, and Customer fails to pay the specified past due amount within an additional ten (10) days after the partial suspension of Service, then after the additional ten (10) day period, Company may suspend all or any additional portion of the Services to Customer with no additional written notice. Further, after the additional ten (10) day period, Company may continue suspension until such time as Customer has paid in full all charges then due, including any late fees as specified herein. Following such payment, Company shall reinstate Customer's Services subject to Company's Right to Assurance.
- c. Suspension of Services as set forth in this Paragraph shall not affect Customer's obligation to pay for the Service.
- d. In addition of nonpayment of any sum due hereunder, Company may immediately suspend Services in whole or part if Company determines that such Services violate the Communications Act of 1934, as amended (including the Telecommunications Act of 1996), or that the imposition of any state or federal statute, or promulgation of any rule, regulation, or order of the Federal Communications Commission ("FCC") or other governing body makes Company's performance commercially impracticable.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Billing and Payment Terms (Cont'd)

2.7.6 Validation of Credit

WilTel reserves the right to validate the creditworthiness of Customers through available verification procedures. If at any time a Customer presents an undue risk of non-payment, or if a Customer fails to comply with the payment terms of this Tariff or applicable Service Order, WilTel may require a deposit or other forms of security for payment. In determining whether a Customer presents an undue risk of nonpayment, WilTel may consider, but is not limited to, the following factors:

- a. the Customer's payment history (if any) with WilTel,
- 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)

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Billing and Payment Terms (Cont'd)

2.7.7 Company's Right to Assurance

- a. If at any time there is a material adverse change in Customer's creditworthiness or a material adverse change in Customer's financial position, then in addition to any other remedies available to Company, Company may elect, in its sole discretion, to demand reasonable assurance of payment from Customer. A material adverse change in Customer's creditworthiness shall include, but not be limited to:
- (i) Customer's default of its obligations to Company under this or any other agreement with
 - (ii) failure of Customer to make full payment of charges due hereunder on or before the Due Date on three (3) or more occasions during any period of twelve (12) or fewer months or Customer's failure to make such payment on or before the Due Date in any two (2) consecutive months;
 - (iii) acquisition of Customer (whether in whole or by majority or controlling interest) by an entity which is insolvent, which is subject to bankruptcy or insolvency proceedings, which owes past due amounts to Company or any entity affiliated with Company or which is a materially greater credit risk than Customer; or
 - (iv) Customer's being subject to or having filed for bankruptcy or insolvency proceedings or the legal insolvency of Customer. A material adverse change in Customer's financial position may also include, but not be limited to: a) a decrease in net worth or working capital of five percent (5%) or greater; or, b) negative net worth or working capital. If Customer's financial statements are not public information, upon Seller's demand for reasonable assurance of payment, Customer shall be required to provide financial statements.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Billing and Payment Terms (Cont'd)

2.7.7 Company's Right to Assurance (Cont'd)

- b. If Customer has not provided Company with its financial information and with reinsurance satisfactory to Company within thirty (30) days of Company's notice of demand for reinsurance, then, in addition to any other remedies available to Company, Company shall have the option, in its sole discretion, to exercise one or more of the following remedies:
 - (i) cause the start of the Service described in a previously executed Service Order to be delayed pending satisfactory reinsurance; or
 - (ii) decline to accept a Service Order or other requests from Customer to provide Service.

2.7.8 Adjustments

Company may make billing adjustments for a period of two (2) years after the Due Date of an invoice, or two (2) years after the date a Service is rendered, whichever is later.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Billing and Payment Terms (Cont'd)

2.7.9 Taxes

- a. Service may be subject to State and/or local taxes (e.g., gross receipts tax, sales tax, and municipal utilities tax) and/or fees, if Service originates and terminates in the State. An amount equal to such taxes and fees shall be charged to the Customer in addition to the charges stated in this Tariff. All charges related to such taxes and fees shall each be shown as a separate line item on the Customer's monthly invoice..
- b. Service shall not be subject to taxes for a given jurisdiction if Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that Customer has been granted a tax exemption..
- c. Company shall also include any compensable intrastate payphone service provider charges charged against the Company incurred for any intrastate toll-free number and/or access code calls made from payphones and attributable to the Customer at a rate of \$0.30 per call.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.8 Termination**

Unless Customer is in default, any Service being provided at the time of termination shall continue until the natural end of such Service as specified in the applicable Service Order upon the terms and conditions of this Tariff; provided, however, that Customer may not order any new Service until Customer and Company have entered into a new agreement or mutually agreed in writing to extend this Agreement. The charges for any Services during any such extension shall be the then current Company charges.

2.8.1 Termination for Cause. Either party may terminate this Agreement if the other is in default of any material obligation contained herein, which default has not been cured within thirty (30) days following the receipt of notice of such default setting forth the specifics of such default.

2.8.2 Termination for Non-payment. For nonpayment by Customer of any undisputed sum owing to WilTel for more than thirty (30) days, WilTel may, after ten (10) days written notification to Customer of such nonpayment and forthcoming termination therefor, without incurring any liability, immediately cancel or discontinue the furnishing of such Service. Customer shall be deemed to have canceled Service as of the date of such termination and shall be liable for any cancellation charges as set forth in this Tariff.

2.8.3 Continuing Obligation to Pay. The discontinuance of Service by WilTel pursuant to the above rules does not relieve the Customer of any obligations to pay WilTel for charges accrued for Service which has been furnished up to the time of discontinuance nor does it relieve the Customer of applicable cancellation charges. The remedies set forth herein shall not be exclusive and WilTel shall at all times be entitled to all rights available to it under either law or equity.

2.8.4 Termination without Cause. Customer may terminate this Agreement at any time without cause upon 90 days prior written notice to Company and payment to Company of the Early Termination Charge described in the rule below. Service will be discontinued the first business day of the fourth month after such notice of termination..

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.8 Termination (Cont'd)**

2.8.5 Early Termination Charges. If Customer has made a Revenue Commitment, the rates for Services and associated discounts are based on Customer's agreement to purchase Service for the entire Term. Calculating Company's loss if Customer terminates the Agreement pursuant to Section 2.8.4 above or breaches the Agreement prior to the end of the Term is difficult to ascertain. If, for any reason, either Customer terminates this Agreement or WilTel terminates this Agreement for cause prior to the expiration of the Term, Customer must pay to WilTel as liquidated damages and not as a penalty, an amount equal to

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- a. Customer's monthly Revenue Commitment as specified multiplied by the number of months in the term of the Agreement, less the charges for Applicable Services (as defined in the tariff) actually paid by Customer through the effective date of termination and
- b. any non-recurring payments not yet paid together with any termination liability associated with Local Access Service or any other third party provided service.

In addition, if Customer orders Service from WilTel which requires special construction or facilities for Customer's use, and then cancels its order before Service begins, a charge shall be made to Customer for the expenditures or liabilities incurred on behalf of Customer by WilTel.

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In addition, if Customer terminates Service prior to the end of the Term specified in the Service Order, Customer shall be responsible for all charges incurred to the date of termination, including, but not limited to, all charges to WilTel by other carriers for Service provided to Customer any applicable cancellation or termination charges specified in this Tariff or the Service Order.

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All charges referred to in this Section shall be referred to as "Early Termination Charges" and shall be paid within 30 days after receipt of an invoice therefor.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 Termination (Cont'd)

2.8.6 Termination in Special Circumstances. Without incurring any liability, WilTel may cancel Service prior to commencement or discontinue the furnishing of Service to Customer, in whole or in part, immediately and without notice if WilTel deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services or under any of the following circumstances:

- a. if Customer refuses to furnish or provides false information to WilTel regarding the Customer's identity, address, credit-worthiness, past or current use of Service, or its planned use of Service;
- b. for noncompliance with any of the provisions of this Tariff;
- c. if the Customer is using the Service in violation of any applicable law or regulation.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.9 Customer Responsibilities**

2.9.1 Customer represents and warrants that it will comply with all applicable laws and applicable rules and regulations promulgated by federal and state regulatory agencies, including, but not limited to, those concerning interexchange carrier selection.

2.9.2 Customer will be financially responsible for usage generated by each ANI activated by WilTel pursuant to a request by Customer until such ANI is presubscribed to another interexchange carrier or Customer requests that service be terminated. .

2.9.3 Fraudulent Calls. Customer shall be responsible for all costs, expenses, claims or actions arising from calls the purpose or effect of which is theft or unauthorized usage of communications services or misleading or fraudulent communications of any nature (including, without limitation, communications intended to effect theft through unauthorized use of credit cards) and all unauthorized or fraudulent communications on pay-per-call numbers, information service calls, directory assistance calls or the like for which WilTel is billed that are passed through to the Customer for billing to Customer's customers)(collectively, "Fraudulent Calls"). Customer shall not be excused from paying WilTel for any Services provided to Customer or any portion thereof on the basis that fraudulent calls comprised a corresponding portion of the Services. In the event WilTel discovers Fraudulent Calls being made (or reasonably believes Fraudulent Calls are being made), WilTel shall immediately notify Customer. Notwithstanding the foregoing, nothing contained herein shall prohibit WilTel from taking immediate action (within one (1) hour of WilTel' first attempt to notify Customer) that is reasonably necessary to prevent such Fraudulent Calls from taking place, including without limitation, denying any Services to particular ANIs or terminating any Services to or from specific affected locations.

WilTel shall cooperate with Customer in implementing Customer's fraud control parameters to deter Fraudulent Calls. To that end, at Customer's request, WilTel shall advise Customer regarding methods to minimize exposure to misuse and abuse of WilTel Voice Services (as well as passing along methods recommended by Third Parties with respect to the Third Party Service) and shall provide assistance in the identification and/or location of individuals responsible for making Fraudulent Calls.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.9 Customer Responsibilities (Cont'd)****2.9.8 Customer Content and Indemnity**

Customer shall make all arrangements with copyright holders, music licensing organizations, performers' representatives or other parties for necessary authorizations, clearances or consents with respect to transmission contents ("Consents"). Customer shall indemnify and hold harmless Providers (as defined below) against and from any court, administrative or agency action, suit or similar proceeding, whether civil or criminal, private or public, brought against Providers arising out of or related to the contents transmitted hereunder (over Seller's network or otherwise) including, but not limited to, claims, actual or alleged, relating to any violation of copyright law, export control laws, failure to procure Consents, failure to meet governmental or other technical broadcast standards, or that such transmission contents are libelous, slanderous, an invasion of privacy, pornographic, or otherwise unauthorized or illegal. Providers shall be defined to include Seller, any third party or affiliated provider, operator or maintenance/repair contractor of facilities employed in connection with the provision of Services under this Tariff. Seller may terminate or restrict any transmissions over the network if, in its judgment,

- a. such actions are reasonably appropriate to avoid violation of applicable law; or
- b. there is a reasonable risk that criminal, civil or administrative proceedings or investigations based upon the transmission contents shall be instituted against Providers.
- c. Customer agrees not to use Services for any unlawful purpose, including without limitation any use which constitutes or may constitute a violation of any local, state or federal obscenity law.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 General Indemnity

- 2.10 .1** Customer and Company shall defend, indemnify and hold harmless the other against and from any and all claims for physical property damage, bodily injury or wrongful death to the extent that such arises out of the negligence or willful misconduct of the respective indemnifying party, its employees, agents, or contractors in connection with the provision or use of Services or other performance.
- 2.10.2** With respect to Third Parties that use Services through Customer, Customer shall defend, indemnify and hold harmless Company and its Providers against any claims by such third parties for damages arising or resulting from any defect in or failure to provide Services.
- 2.10.3** Customer will defend, indemnify and hold harmless William and each of its officers, directors, employees and agents against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation, all reasonable costs and expenses incurred; legal, accounting or otherwise (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened complaint, claim, action, proceeding or suit by any third party (a "Claim") alleging Customer's violation of any law or any rule or regulation of federal or state regulatory agency, including, but not limited to , those laws, rules or regulations with respect to the unauthorized switch of an End User's preferred interexchange carrier ("slamming"), or from any breach of Customer's representations contained in this Tariff.
- 2.10.4** The indemnifying party agrees to defend the other against the claims as set forth above and to pay all reasonable litigation costs, attorneys' fees, court costs, settlement payments, and any damages awarded or resulting from any such claims. The indemnified party shall promptly notify the indemnifying party in writing of any such claims.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.10 Force Majeure**

If either Party's performance of this Tariff or any obligation (other than the obligation to make payments for Services rendered) hereunder is prevented, restricted or interfered with by causes beyond its reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, power grid outages (beyond any required battery back-up or generator capacity), storm or other similar occurrence including rain fade or other atmospheric conditions, any law, order, regulation, direction, action or request of the United States Government or national, state or local governments, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, acts of terrorism, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, then the Party affected by such force majeure event (the "Affected Party") shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference. The Affected Party shall use commercially reasonable efforts under the circumstances to avoid and remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes cease.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.12 Application for Service

- 2.12.1** The Customer is responsible for the placement of Service Orders for the Service described herein as well as complying with the provisions of this Tariff. Customer will also be required to execute a Service Agreement relating to the Service. Any Service Agreement shall reference this Tariff, to the extent this Tariff is applicable.
- 2.12.2** When Customer places a Service Order for Service, the Customer must provide the Company with the Customer's name and address for billing purposes and a contact name and phone number. Customer must also provide the Company with the contact name, telephone number, and address at each of the premises where Service is to be Installed. Upon execution of a Service Agreement, such Service Agreement shall be deemed to set forth the final operative obligations between Company and the Customer regarding the Services described therein .
- 2.12.3** Any other items and conditions that are typed, printed or otherwise included in the Service Agreement shall be deemed to be solely for the convenience of the parties unless specifically noted as an Individual Case Basis (ICB) term or condition. No action by Company (including, without limitation, provision of Service to Customer pursuant to such Service Agreement) shall be construed as binding or estopping Company with respect to such term or condition, unless such Service Agreement containing said specific term or condition has been signed by an authorized representative of Company and Customer. Company shall have no obligation except those as set forth in this Tariff or contained in the Service Agreement, and all other representations or agreements, oral or written, shall be of no effect. In the event any provision set forth in a Service Agreement conflicts with the provisions set forth in this Tariff, the provisions set forth in this Tariff shall prevail unless specifically noted in a signed Service Agreement as an ICB provision.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.13 Service Reconfiguration and Disconnection.**

In the event that WilTel is required to redesign a Service due to inaccurate information provided by the Customer or, WilTel incurs costs and expenses under circumstances in which such costs and expenses are caused to be incurred by the Customer or reasonably incurred by WilTel for the benefit of the Customer, the Customer is responsible for the payment of any resulting costs incurred by WilTel.

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T**2.14 General Provisions**

2.14.1 Restoration of Service. The use and Restoration of Service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations to the extent it is applicable, which specifies the priority system for such activities.

2.14.2 Unauthorized PIC Change. WilTel shall assess Customer a \$200 Unauthorized Carrier Change Charge (UCCC) (subject to change on thirty (30) days' notice) for each Primary Interexchange Carrier (PIC) change made without prior valid authorization which results in WilTel being named in a complaint filed with a state or federal regulatory or judicial body. Continued acts of unauthorized PIC changes by Customer shall be considered grounds for refusing to provide or for discontinuing Service to Customer.

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2.14.3 Customer's Status. WilTel owns or operates transmission facilities within the State and/or resells telecommunications services provided by other Third Party carriers. Notwithstanding the resale of telecommunications services provided by other Third Party carriers, Customer shall be considered a customer of WilTel, and not a customer of any other carriers.

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2.14.4 Merger/Integration. This Tariff consists of all the terms and conditions contained herein and in documents incorporated herein specifically by reference. This Tariff constitutes the complete and exclusive statement of the understanding between the parties and supersedes all proposals and prior agreements (oral or written) between the parties relating to Services provided hereunder.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14 General Provisions (Cont'd)

- 2.14.5 Effect of Change in Law.** Upon thirty (30) day's prior written notice to the other party, either Customer or Company shall have the right, without disconnection charge or other liability to the other party, to cancel the affected portion of any Service, Local Access Service or Ancillary Service, if Company is prohibited by governmental authority from furnishing or Customer is prohibited from using such portion, or if any material rate or term contained herein and relevant to the affected portion of any Service, Local Access Service or Ancillary Service is substantially changed by order of the highest court of competent jurisdiction to adjudicate the matter, the Federal Communications Commission, or other local, state or federal government authority.
- 2.14.6 Choice of Law.** This Tariff shall be governed by the laws of the FCC or applicable State Commissions without regard to choice of law principles. Customer hereby consents to the jurisdiction of the federal and state courts having a situs in Tulsa County, Oklahoma over any proceeding initiated with respect to the enforcement or interpretation of this Tariff.
- 2.14.7 Interpretation.** No rule of construction requiring interpretation against the draftsman hereof shall apply in the interpretation of this Tariff.
- 2.14.8 No Third Party Beneficiary.** The provisions of this Tariff are for the benefit only of the parties hereto, and no third party may seek to enforce or benefit from these provisions.
- 2.14.9 Severability.** In the event any provision of this Tariff conflicts with any statute, rule or order of any governmental unit or regulatory body, or tariff then, if required by law, such statute, rule, order or tariff shall control.
- 2.14.10 General Applicability of Provisions.** Unless expressly excluded, all terms of this Tariff are applicable to all sections of this Tariff, notwithstanding the specific reference to such a term in any other particular section.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.14 General Provisions (Cont'd)**

- 2.14.11 Intellectual Property Rights.** Unless otherwise specifically agreed in writing by the Parties, each Party shall retain all right, title and interest in and to any intellectual property associated with the provision of Tariffed Services. If it should be necessary for a Party to practice any patent, copyright, trade secret or other non-trademark intellectual property of the other Party to avail itself of the Tariffed Services, the Parties shall negotiate in good faith a license with respect to such intellectual property. Each Party acknowledges that the other Party's name is proprietary to the other Party. This Tariff does not transfer, and confers no right to use, the name, trademarks (including service marks), patents, copyrights, trade secrets, other intellectual property or CIC of either Party, except as expressly provided herein. Neither Party shall take any action inconsistent with the intellectual property rights of the other Party.
- 2.14.12 Survival of Terms.** The terms and conditions of this Tariff that, by their nature, should survive the termination of this Tariff, shall so survive, including without limitation, indemnification and limitation of liability.
- 2.14.13 Industry Terms.** The Parties intend that words having well-known technical or trade meanings shall be accorded such meaning, unless expressly defined otherwise.
- 2.14.14 General.** The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. The words include, includes and including shall be deemed to be followed by the phrase "without limitation"

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.15 Notices

All notices to be sent to a party pursuant to this Tariff shall be in writing and deemed to be effective upon

- (a) personal delivery,
- (b) three days after mailing certified mail return receipt requested,
- (c) the day when the notice has been sent by facsimile if during business hours and followed by express mail priority next-day delivery, or
- (d) in the case of invoices, upon the Due Date.

In each case, the notice shall be sent to the person identified in this Section at the Full Business Addresses of the parties as they appear herein.

The Full Business Address for purposes of notice under this Section as well as telephone voice and facsimile numbers shall be:

2.16 Terminal Equipment

Service may be used with or terminated in terminal equipment or communications systems, such as a PBX or key telephone system, provided by Customer. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of Customer, except as otherwise provided. Customer is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the FCC.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.17 Refunds or Credits for Interruptions in Service

2.17.1 No credits or refunds for interruptions of Service shall be made for:

- (a) Interruptions caused by the negligence or willful misconduct (including the provision of inaccurate information) of the Customer .
- (b) Interruptions during any period which the Company or its agents are not afforded access to any Customer premise where Service is originated or terminated.
- (c) Interruptions during any period when the Customer has released the Service to the Company for maintenance or rearrangement purposes, or for the implementation of Service.
- (d) Interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use the Service on an impaired basis.
- (e) Interruptions not reported to the Company.
- (f) Interruptions caused by outages or failure of Local Access provided by a Local Access Provider.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.17 Refunds or Credits for Interruptions in Service (Cont'd)**

2.17.2 It shall be the obligation of Customer to notify Company immediately of any interruption of Service (as defined in the applicable Tariff) for which a credit is desired. If Customer reports an interruption in Service to Company and the affected Service is not restored (as defined in the applicable Service Agreement) within two hours of such report, Customer shall, upon request directed to the Customer's designated customer service representative, receive a credit at the rate of 1/720 of the monthly recurring charges applicable to Service directly affected by such interruption for each hour or fraction thereof, over the initial two hours, during which service is interrupted. No credit will be given for interruptions of less than two hours in duration. The formula used for computation of credits is as follows:

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

A = Interruption time in hours or fraction thereof (must be over 2 hours)

B = total monthly recurring charge for the affected service.

2.17.3 Notice of Interruption should be reported by the Customer to the Company's Network Control Center or other location designated by Company. An interruption ends when the Service is restored. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service shall be deemed to be impaired, but not subject to an interruption nor corresponding credit as provided in Section 2.17.2.

2.17.4 If the Customer elects to use another means of transmission during the period of interruption, the Customer is solely responsible for payment of the charges for the alternate transmission service used.

2.17.5 The credit provided in Section 2.17.2 is Customer's sole and exclusive remedy for any interruption in the Service.

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SECTION 3 - SERVICE DESCRIPTIONS**3.1 Alternate Billed Services****3.1.1 General**

Alternate Billed Services include a variety of billing options. Callers may use Alternate Billed Services to place intrastate calls from their presubscribed telephone line or when away from their established primary Service locations. Calls can originate from either tone-generating or rotary-dial instruments. Callers may elect to use any of the billing options described in this tariff or may reach the operator for assistance. Unless otherwise indicated in this Tariff, all calls are billed in increments of one (1) minute subject to a minimum connect time (initial period) of one (1) minute, unless otherwise specified.

3.1.2 Access Method

- a. Callers dialing one plus (1+) will hear recorded messages that guide the Caller. Callers may elect to use any of the billing options described in this section. Callers may also place calls by dialing
- b. 00 from a presubscribed telephone line and request the long distance operator complete the call
- c. 0+ the called number from a presubscribed telephone line
- d. 101XXXX + 00
- e. 101XXXX + 0 + called number

3.1.3 Completion Type**a. Station-to-Station**

Any operator-handled call whereby the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached.

b. Person-to-Person

Any operator-handled call whereby the person originating the call specifies to the operator a particular person to be reached, or a particular station, room number, department, or office to be reached.

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SECTION 3 - SERVICE DESCRIPTIONS

3.1 Alternate Billed Services (Cont'd)

3.1.4 Billing Options

a. Calling Card Option

This option enables the Customer to charge a call to an authorized calling card number. Access to the long distance network for the purpose of billing a call to the Customer's calling card can be from tone-generating or rotary-dial instruments.

b. Collect

This is a billing option where the called party is verbally asked if they will pay for the call. If accepted the call is completed, and the called party is billed for the call.

c. Third Number

This is a billing option where a long distance call may be charged to a telephone number other than the originating telephone number or the telephone number of the called party. Prior to completing the call, the operator will determine whether or not the charges are authorized to be billed to the third number.

d. Sent Paid

This is a billing option where the Customer originating the call pays for the call by having the call billed to the originating telephone number.

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SECTION 3 - SERVICE DESCRIPTIONS

3.1 Alternate Billed Services (Cont'd)

3.1.5 Automation Levels

a. Operator Dialed

An operator dialed call occurs when the person originating the call reaches the operator using an ABS access method described in 3.1.1.a other than the caller dialing the called number or using an ABS access method described in 3.1.3.b.. The operator dialed charge is in lieu of the operator assisted per call charge.

b. Operator Assisted

An operator assisted call occurs when the person originating the call reaches an operator by utilizing an access method that involves dialing the called telephone number, but the operator collects the billing information to complete the call.

c. Automated

An automated call occurs when the person originating the call dials zero plus (0+) from a presubscribed line or one plus (1+) a Company Toll Free Access Number, plus the called telephone number, and then inputs the billing information as instructed by the automated call completion system. This call is completed without any assistance from an operator.

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SECTION 3 - SERVICE DESCRIPTIONS**3.2 Calling Card Service**

WilTel Calling Card Service offers Customers the ability to originate long distance calls from locations other than their primary service location through the use of a toll free network access number and an Authorization Cod. It allows Customers who are away from their home or business to place calls from any location in the United States. Access to WilTel Network for Calling Card Service is gained by dialing an access number. Customers may bill calls to their Calling Card account when calling from any location in the United States. Applicable usage rates for Operator Service will be charged against the Customer. Those rates can be found in Section 4.

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3.3 Operator Assistance

WilTel Operator Assistance Service offers Customers the ability to complete calls performed either by a live operator or by automated systems. Such functions include collect calling, third party billing, sent paid and calling card services. Under these systems you have automated or operator dialed/assisted.

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The operator dialed call placement charge applies in addition to all Station-to-Station and Person-to-Person operator call placement charges when the customer has the ability to dial all the digits necessary for call completion, but instead dials 00 or 1 plus an 800.888 access number plus 0 to reach the operator to have the operator complete the call. The call placement charges will be applied to all operator services calls completed by an operator except for calls;

- a. A call that cannot be completed by the Customer due to equipment failure or trouble on the network.
- b. a call placed by a party identified as handicapped and as a result of that handicap cannot complete the call.

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3 - SERVICE DESCRIPTIONS -**3.4 Directory Assistance**

Directory Assistance allows the Customer to request the telephone number of a party located in another state or United States territory. It also provides for automatic call completion if requested. A per-call surcharge is assessed against the Customer for each call. The surcharge applies whether or not the Directory Assistance operator furnishes the requested telephone number(s), e.g., the requested number is unlisted, non-published, or no record can be found.

Directory Assistance Service gives the option of completing a call to the called station telephone number received from the operator without hanging up and originating a new call. A usage rate for call completion applies in addition to the per call surcharge if the caller accepts the offer. The call completion charge will not apply if the call cannot be completed.

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SECTION 4 - SERVICE RATES AND CHARGES**4.1 Calling Card Services**

Conversation minutes for Calling Card Services are billed in increments of one (1) minute subject to a minimum connect time (initial period) of one (1) minute.

	<u>Residential</u>	<u>Business</u>
Usage Charge (rate per minute)	\$ 0.20	\$0.15
Non-usage Charge (rate per call)	\$0.90	\$0.90

4.2 Operator Assistance Service

Conversation minutes for Operator Assistance Services are billed in increments of one (1) minute subject to a minimum connect time (initial Period) of one (1) minute.

Usage Charge (rate per minute)	\$0.59
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Person-to-Person:

Collect	\$4.90
Third Party	\$4.90
Sent Paid	\$4.90
Billed to LEC Card	\$4.90

Station-to-Station:

Collect	\$3.45
Third Party	\$3.45
Sent Paid	\$3.45
Billed To LEC Card	\$3.45

Automated	\$1.25
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Operator Dialed Call Placement (in addition to the above charges)	\$1.15
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SECTION 4 - SERVICE RATES AND CHARGES

4.4 Directory Assistance

Conversation minutes for Directory Assistance Services are billed in increments of one (1) minute subject to a minimum connect time (initial Period) of one (1) minute.

Usage Charge (rate per minute): \$0.59

Non-usage Charge (rate per call):

Without completion \$0.45

With Completion \$0.80

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