

**Custom Teleconnect, Inc.**  
6242 West Desert Inn Road (T)  
Las Vegas, Nevada 89146 (T)

Colorado Tariff No. 1  
1<sup>st</sup> Revised Title Sheet  
Cancels Original Title Sheet

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Colorado Telecommunications Price List

of

**CUSTOM TELECONNECT, INC.**

6242 West Desert Inn Road  
Las Vegas, Nevada 89146  
702-368-3324

Toll Free Customer Service Number: 800-672-9080

(N)  
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|  
(N)

This price list includes the rates, charges, terms and conditions of service for the provision of domestic intrastate telecommunications services provided by Custom Teleconnect, Inc. within the State of Colorado.

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Effective: June 14, 2010 (D)  
(D)

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**CHECK SHEET**

Sheets of this tariff indicated below are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>
Title	1 <sup>st</sup> Revised	(T)	23	Original
1	7 <sup>th</sup> Revised	(T)	24	Original
2	Original		25	Original
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4	1 <sup>st</sup> Revised	(T)	26.1	1 <sup>st</sup>
5	Original		26.2	1 <sup>st</sup>
6	Original		27	3 <sup>rd</sup>
7	Original		27.1	3 <sup>rd</sup>
8	Original		28	2 <sup>nd</sup>
9	Original			
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17	1 <sup>st</sup> Revised	(T)		
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Effective: June 14, 2010 (D)  
(D)

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**APPLICATION OF TARIFF**

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of Colorado by Custom Teleconnect, Inc., subject to the jurisdiction of the Colorado Public Utilities Commission.

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### SYMBOLS

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

<b>SYMBOL</b>	<b>EXPLANATION</b>	<b>(N)</b>
<b>(C)</b>	- Change in text due to a changed regulation, term, or condition, which does not affect rates	<b>(T)</b> <b>(T)</b>
<b>(D)</b>	- Discontinued service or deleted material	<b>(T)</b>
<b>(I)</b>	- Rate Increase	<b>(T)</b>
<b>(M)</b>	- Material moved from or to another part of the utility's tariff; a footnote indicating where the material was moved from and where the material was moved to shall accompany all "M" classified changes.	<b>(T)</b>   <b>(T)</b>
<b>(N)</b>	- New material, including new products, rates, terms or conditions.	<b>(T)</b>
<b>(R)</b>	- Rate Reduction	<b>(T)</b>
<b>(T)</b>	- Change in text not related to changes in rates, charges, terms, or conditions	<b>(T)</b>

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Effective: June 14, 2010 **(D)**  
**(D)**

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### TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the CPUC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.
- 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.
- D. Check Sheets** - When a tariff filing is made with the CPUC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets).

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Issued: 12/10/97

Effective: 01/12/98

By:  
Decision No. C97-1285  
Advice Letter No. 1

Vicki Crowder – President  
6242 West Desert Inn Road  
Las Vegas, Nevada 89146

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Access Line** - A local channel for voice, data, or video communications which connects the Customer location to a location of the Company.

**Account** - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

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

**Commission** - refers to the Colorado Public Utilities Commission.

**Company** - Custom Teleconnect, Inc. , ("CTI") unless stated otherwise.

**Company's Point-of-Presence** - Location of the serving central office associated with access to the Company's network.

**CTI** - Refers to Custom Teleconnect, Inc.

**Customer** - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff and is responsible for the payment of charges.

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Issued: 12/10/97

By:  
Decision No. C97-1285  
Advice Letter No. 1

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Las Vegas, Nevada 89146

Effective: 01/12/98

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

**Customer Dialed Calling Card Call** - A service whereby the End User dials all of the digits necessary to route and bill the call to a calling card.

**End User** - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. The End User is responsible for payment unless the charges for the service utilized are paid by the Customer.

**Equal Access** - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

**LATA** - Local Area of Transport and Access

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Issued: 12/10/97

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Effective: 01/12/98



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

**Operator Dialed Surcharge** - This charge applies on operator assisted calls in addition to any other applicable service charge when the caller has the capability of dialing the destination telephone number, but chooses to have the operator dial the number instead.

**Operator Station Call** - A service whereby the originating Customer uses the assistance of an operator to place or bill the call. Calls may be billed collect or to a telephone company issued Calling Card, to an authorized commercial Credit Card, or to a Third Party are Operator Station Calls. This category does not include calls placed on a Person-to-Person basis.

**Person-to-Person Call** - A service whereby the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile station, a particular station, room number, department, or office to be reached through a PBX attendant.

**Switched Access** - A method for reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

**Terminal Equipment** - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

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

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Issued: 12/10/97

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Decision No. C97-1285  
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Effective: 01/12/98

## **SECTION 2 - RULES AND REGULATIONS**

### **2.1 Undertaking of CTI**

CTI's operator assisted services are furnished for communications originating at specified points within the state of Colorado under terms of this tariff.

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

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

### **2.2 Limitations**

**2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.

**2.2.2** CTI reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

**2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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

**2.2 Limitations, (Cont'd.)**

**2.2.4** All facilities provided under this tariff are directly or indirectly controlled by CTI and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

**2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**2.2.6** CTI reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

**2.3 Use**

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

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

**2.4 Liabilities of the Company**

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

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

**2.4 Liabilities of Company, (Cont'd.)**

**2.4.4** The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

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

**2.5 Deposits**

The Company does not collect Customer deposits. (C)

**2.6 Advance Payments**

The Company reserves the right to require an advance payment from a Customer instead of, or in addition to, a deposit. The advance payment shall be in amount equal to or less than two months estimated billing.

**2.7 Taxes, Fees and Surcharges (T)**

**2.7.1 Taxes (T)**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

**2.7.2 High Cost Support Mechanism (N)**

The Company contributes to the Colorado High Cost Support Mechanism as required under 4 Code of Colorado Regulations 723-2-2840. A surcharge for the High Cost Support Mechanism will appear as a line item on all monthly bills.

Monthly Surcharge: 2.2% (N)

**2.8 Terminal Equipment**

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

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Effective: June 14, 2010 (D)  
(D)

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

**2.9 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. The billing agency may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. If notice of disputed charges is not received within thirty days after an invoice is issued, the invoice shall be considered correct and binding on the Customer.

Customers may contact the Company via telephone at 800-672-9080 with any questions regarding their bill. (N)

If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Colorado Public Utilities Commission, 1560 Broadway, Suite 250, Denver, CO 80202, Telephone, 303-894-2070 or Toll Free 800-456-0858 (Colorado only). (N)

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

Charges are due and payable at least fifteen (15) days after the invoice date. Payment is within thirty (30) days subsequent to the due date and is considered past after the thirty day period. A late payment charge of 1.5% applies to all overdue balances. (C)  
(T)

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Effective: June 14, 2010 (D)  
(D)

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

**2.10 Installation and Termination**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

**2.11 Cancellation by Customer**

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

**2.12 Interconnection**

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



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

**2.13 Refusal of Service by Company (T)**

**2.13.1** CTI may refuse to provide operator assisted service to the Customer for any of the following reasons: (T)

**A.** For failure of the Customer to pay a bill for service when it is due. (D)

(D)

**B.** For Customer's acts or omissions that constitute a violation of, or a failure to comply with any regulation stated in this tariff governing the furnishing of service. (T)

(D)

**C.** For Customer's breach of the contract for service between the Company and the Customer. (T)

(D)

**D.** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction. (T)

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Effective: June 14, 2010 (D)

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

**2.13 Refusal of Service by Company, (Cont'd.) (T)**

**2.13.1 Cont'd. (T)**

- E.** In the event of tampering with the Company's equipment. (T)
- F.** In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company. (T)
- G.** In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others. (T)
- H.** In the event of fraudulent use of the service. (T)

**2.14 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

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Effective: June 14, 2010 (D)  
(D)

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

**2.15 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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

The Company may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services.

**2.17 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

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

**2.18 Return Check Charge**

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank.

**2.19 Provision of Non-Optional Operator Services**

**2.19.1** Each call Aggregator subscribing to CTI's service shall display plainly on or in close proximity to all telephones available for Customer use, printed documentation containing:

- A.** The Company's name, address and toll-free telephone number;
- B.** A statement that CTI rates for operator services will be quoted upon request; and
- C.** A written disclosure that informs Customers that they have a right to obtain access to the carrier of their choice, and that they may contact their preferred carrier for information on accessing that carrier's service using that telephone.

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

**2.19 Provision of Non-Optional Operator Services, (Cont'd.)**

**2.19.2** Aggregators shall ensure that no charge by the Aggregator to the consumer for using an 800, a 950 or a 10XXX access code is greater than the amount the Aggregator charges for calls placed through the Carrier.

**2.19.3** Access to other carriers:

- A.** CTI shall neither require nor participate in the blocking of any Customer's access to the Customer's provider of choice.
- B.** Call Aggregators subscribing to CTI's services shall neither require nor participate in the blocking of any Customer's access to the Customer's provider of choice.
- C.** Owners of pay telephones subscribing to CTI's services shall neither require nor participate in the blocking of any Customer's access to the Customer's provider of choice.

**2.19.4** The Carrier shall identify itself, audibly and distinctly, to the Customer at the beginning of each telephone call before the Customer incurs any charges and also a second time prior to connecting the call before the Customer incurs any charges.

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

**2.19 Provision of Non-Optional Operator Services, (Cont'd.)**

**2.19.5** The Carrier shall disclose immediately upon request and without charge to the Customer the rates or charges for the Customer's intended call; the method by which such rates or charges will be collected; and the method by which complaints concerning rates, charges, or collection practices will be resolved.

**2.19.6** Upon receipt of an emergency telephone call, the Carrier shall immediately connect the call to the appropriate emergency service of the reported location of the emergency, if known, and if not known, of the originating location of the call.

### **SECTION 3 - DESCRIPTION OF SERVICE**

#### **3.1 General**

CTI provides operator-assisted services for communications originating and terminating within the State of Colorado under terms of this tariff.

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.2 Calculation of Distance**

Usage charges for mileage sensitive services vary based on the type of service subscribed to by the Customer. For services utilizing switched access, mileage measurements for rate schedules are based on the distance in airline miles between rate centers associated with the originating and terminating stations. For services utilizing dedicated access, mileage measurements for rate schedules are based on the distance in airline miles between the CTI network access point associated with the station utilizing Dedicated Access Origination/Termination and the rate center associated with the called/calling station.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

**Step 1:** Obtain the "V" and "H" coordinates for the serving wire center or network access point serving the Customer's location and the called/calling station.

**Step 2:** Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.

**Step 3:** Square the differences obtained in Step 2.

**Step 4:** Add the squares of the "V" difference and "H" difference obtained in Step 3.

**Step 5:** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

**Step 6:** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

**Formula:**

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

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Issued: 12/10/97

Effective: 01/12/98

By:  
Decision No. C97-1285  
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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.3 Timing of Calls**

- 3.3.1** Long distance usage charges are based on usage of the Company's network. Chargeable time begins when the calling and the called station are connected.
- 3.3.2** Chargeable time ends when one party "hangs up" the telephone, thereby releasing the network connection.
- 3.3.3** The minimum call duration and call increments for billing purposes are specified on a per-product basis.
- 3.3.4** The Company shall not bill for unanswered calls.
- 3.3.5** Should a call originate in one rate period and terminate in another rate period the entire call will be billed by the rates in effect at the time of connection based on the originating rate period.

**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.4 Rate Periods**

The following time-of-day and day-of-week rate periods are applicable to all calls.

	MON	TUES	WED	THU R	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM	EVENING RATE PERIOD						EVE
11:00 PM* TO 8:00 AM	NIGHT/WEEKEND RATE PERIOD						

\* to, but not including

**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.5 Operator Assisted Services**

The Company provides the Customer operator assisted services to aggregator locations on a per call service charge basis. In addition to the per call service charge, mileage-sensitive usage rates apply. The Company's operator services are accessible on a twenty-four (24) hour per day seven (7) days per week basis.

The use of the Company's operator services allows the Customer to select from the special call handling or billing arrangements specified within. Call rates and applicable service charges will be assessed to the call originator, the called party's telephone number based on the call type (i.e. operator dialed, collect, third party billed, credit card billed or Customer dialed credit card billed without the use of an operator's assistance) initiated by the call originator and the appropriate acknowledgement of other parties, where applicable.

**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.6 [Reserved for Future Use]**

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Issued: 06/27/03

Effective: 07/11/03

By:

Vicki Crowder – President  
6242 West Desert Inn Road  
Las Vegas, Nevada 89146

Advice Letter No. 9

CO0309



**SECTION 4 - RATES**

**4.1 Operator Assisted Services Rate Schedule**

The Company provides the Customer operator assisted services to aggregator locations on a per call service charge basis. In addition to the per call service charge, mileage-sensitive usage rates apply. The Company's operator services are accessible on a twenty-four (24) hour per day seven (7) days per week basis.

**4.1.1 Rate Plan 1: Per Minute Usage Rates**

(T)

Mileage Band	DAY		EVENING/NIGHT WEEKEND	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
ALL	\$0.20	\$0.20	\$0.11	\$0.11 (N)

**4.1.2 Per Call Operator Service Charges**

(T)

Customer Dialed Calling Card:	\$0.30
Operator Dialed Calling Card:	\$0.58
Operator Station Collect:	\$1.85
Billed to Third Party:	\$1.51
Person-to-Person:	\$3.00

Issued: 02/11/04

Effective: 02/26/04

By:

Vicki Crowder – President  
 6242 West Desert Inn Road  
 Las Vegas, Nevada 89146

Advice Letter No. 10

CO0410

**SECTION 4 - RATES, (CONT'D.)**

**4.1 Operator Assisted Services Rate Schedule, (Cont'd.)**

(N)

**4.1.3 Rate Plan 2: Per Minute Usage Rates**

Mileage Band	DAY		EVENING/NIGHT WEEKEND	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
ALL	\$0.20	\$0.20	\$0.11	\$0.11

**4.1.4 Per Call Operator Service Charges**

Customer Dialed Calling Card:	\$0.30
Operator Dialed Calling Card:	\$1.13
Operator Station Collect:	\$1.85
Billed to Third Party:	\$1.51
Person-to-Person:	\$3.00

(N)

Issued: 02/11/04

Effective: 02/26/04

By:

Vicki Crowder – President  
 6242 West Desert Inn Road  
 Las Vegas, Nevada 89146

Advice Letter No. 10

COo0410

**[Reserved for Future Use]**

**(D)**



**(D)**

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Issued: 12/20/02

By:

Advice Letter No. 6

Vicki Crowder – President  
6242 West Desert Inn Road  
Las Vegas, Nevada 89146

Effective: 01/04/03

CO0206