

**REGULATIONS RATES AND SCHEDULES
OF CHARGES APPLICABLE TO
RESOLD INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES
FURNISHED BY
ABA NET, LLC
BETWEEN POINTS
WITHIN THE STATE OF IDAHO
AS PROVIDED FOR HEREIN**

Service is provided by means of wire, radio, terrestrial or satellite facilities or any combination thereof, as specified herein.

A copy of this Price List is on file with the IDAHO PUBLIC UTILITIES COMMISSION.

A copy of this Price List is available for review during normal business hours at the Company's principal place of business located at 11510 Georgia Avenue, Suite 101, Silver Spring, MD 20902.

Issued: August 3, 2006

Issued by:

Mirsad Causevic
President and CEO
ABA NET, LLC
11510 Georgia Avenue, Suite 101
Silver Spring, MD 20902

Effective: August 4, 2006

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

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~~Boise, Idaho~~

CHECK SHEET

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	19	Original
2	Original	20	Original
3	Original	21	Original
4	Original	22	Original
5	Original	23	Original
6	Original	24	Original
7	Original	25	Original
8	Original	26	Original
9	Original	27	Original
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		

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PRICE LIST FORMAT

- A. **Sheet Numbering** – Page numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List. When a new sheet is added pages already in effect, a decimal is added. For example, a new sheet added between 14 and 15 would be 14.1
- B. **Sheet Revision Numbers** – Revisions numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page revision on file with the Commission. For example, the 4th Revised page 14 cancels the 3rd Revised page 14. Because of various suspension periods, deferrals, etc., the Commission follows in their price list approval process, the most current sheet number on file with the Commission is not always the price list page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** – there are five levels of paragraph coding. Each level of coding is subservient to its next higher level.
2.
2.1
2.1.1
2.1.1.1
2.1.1.1.A
2.1.1.1.A.1
2.1.1.1.A.1(a)
2.1.1.1.A.1(a).I
2.1.1.1.A.1(a).I(i)
2.1.1.1.A.1(a).I(i).1
- D. **Check Sheets** – When a price list filing is made with the Idaho Public Utilities Commission, an updated check sheet accompanies the price list filing. The check sheet lists the sheets contained in the price list, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. An asterisk (*) designates all revisions made in a given filing. There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised levels on some pages). The price list user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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EXPLANATION OF SYMBOLS

- D – Delete or Discontinue
- I – Change Resulting in an Increase to a Customer's Bill
- M – Moved from Another Price List Location
- N – New
- R – Change Resulting in a Reduction to a Customer's Bill
- T – Change in Text or Regulation But No Change to Rate or Charge

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SECTION 1.0 – GENERAL**1.1 Application of Price List**

1.1.1 This Price List contains the regulations and rates applicable to the provision of resold intrastate long distance telecommunications service by ABA NET, LLC, hereinafter referred to as the “Company” or “ABA Net”, from its points of presence in the State of Idaho to other points in the state. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

1.1.2 The provision of such service by the Company as set forth in this Price List does not constitute a joint undertaking with the Customer for the furnishing of any service.

1.2 Definitions

Certain terms used throughout this Price List are defined as follows:

1.2.1 Application for Service

A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the service as required.

1.2.2 Authorization Code

A numerical code, one or more of which may be assigned to a Customer to enable the Company to identify the origin of the user or individual users or groups of users on one account so that the Company may rate and bill the call.

1.2.3 Commission

Idaho Public Utilities Commission.

1.2.4 Company

ABA Net, LLC.

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1.2.5 Consumer

A person initiating any intrastate interexchange telephone call.

1.2.6 Customer

Any individual, partnership, association, trust, corporation, cooperative or governmental agency or other entity which utilizes the services provided by the Company on a subscription basis. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Price List.

1.2.7 Customer Provided Equipment

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's services and/or facilities.

1.2.8 Dialed Access

An arrangement whereby a Customer uses the public switched network facilities of a local exchange telephone company to access the terminal or network of the Company.

1.2.9 Domestic Message Telecommunications Services (MTS)

The term "Domestic Message Telecommunications Service" denotes the furnishing of station-to-station direct dial Intrastate switched network services to the Customers for the completion of long distance voice transmission from the Company's points of presence to domestic points as specified herein.

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1.2.10 Equal Access

Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982 (United States District Court, District of Columbia) as amended by the Court in its orders issued prior to October 17, 1990.

1.2.11 Equal Access Code

An access code that allows the public to obtain an Equal Access connection to the carrier associated with that code.

1.2.12 Local Exchange Carrier (LEC)

A company providing local telephone exchange service.

1.2.13 Measured Usage Charge or Measured Charge

A charge assessed on a per-minute basis in calculating all or a portion of the charges due for a completed call over the Company's facilities.

1.2.14 Other Common Carrier

The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic or international communications service to the public.

1.2.15 Premise

The spaces designated by a Customer as its place or place of business for provision of service or for its own communications needs.

1.2.16 Service

The offerings by the Company to the Customer under this Price List.

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SECTION 2.0 – RULES AND REGULATIONS**2.1 Application of Price List****2.1.1 Scope**

The Company is a carrier providing intrastate interexchange (long distance) communications services to Customers for their direct transmission of voice, data and other types of telecommunications within the State of Idaho as described in this Price List.

2.1.2 Limitations

2.1.2.1 The services provided pursuant to this Price List are offered subject to the availability of facilities and the other provisions of this Price List.

2.1.2.2 The Company does not undertake to transmit communications or messages, but rather furnishes facilities, service and equipment for such transmissions by the Customer.

2.1.2.3 The Company retains the right to deny service to any new Customer, which fails to comply with the rules and regulations of this Price List, or other applicable rules, regulations or laws.

2.2 Obligations of the Customer

2.2.1 All Customers assume general responsibilities in connection with the provision and use of the Company's service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2 herein.

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- 2.2.2 The Customer is responsible for the payment of all charges for any and all services or facilities provided by the Company to the Customer.
- 2.2.3 Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.
- 2.2.4 The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's services; and any other claim resulting from any act or omission of the Customer regarding the use of the Company's facilities.
- 2.2.5 Nothing contained herein, or in any other provision of this Price List or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's services will be provided a replacement code in the event such Customer's initial code is canceled.
- 2.2.6 The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.
- 2.2.7 The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for telecommunications services and/or facilities connecting the Customer and the Company.
- 2.2.8 In the event a suit is brought by the Company and won, or an attorney is retained by the Company to collect any bill or enforce the terms of this Price List against a Customer and judgment is made in favor of the Company, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.

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2.2.9 The Customer understands that the services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:

- A. Using the service for any purpose which is in violation of any law. A customer reselling or rebilling the Company's service must be certificated as an interexchange carrier by the Commission.
- B. Obtaining or attempting to obtain services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for services, or assisting any other person or firm in such regard.
- C. Attempting to, or actually obtaining, accessing, altering or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.
- D. Using the services in a manner that interferes unreasonably with the use of service by one (1) or more other Customers.
- E. Using the service to convey information deemed to be obscene, salacious or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

2.2.10 The Customer shall be responsible for all maintenance of such equipment and/or facilities.

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2.3 Liabilities of the Company

- 2.3.1 The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Price List, including but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, shall not exceed an amount equal to the charges under this Price List applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.
- 2.3.2 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots or wars.
- 2.3.3 The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment or services used by a Customer, with the Company's services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer provided equipment, facilities or services.
- 2.3.4 The included Price List language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

2.4 Service Orders

The Customer must place an application for service with the Company to initiate the services provided pursuant to this Price List. All applications for services must provide, at a minimum, the following information:

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- 2.4.1 Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.
- 2.4.2 Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from 2.4.1 above.
- 2.4.3 The amount of toll service usage the Customer was billed for the two (2) months immediately preceding the request for service if such information is applicable and available.

2.5 Charges and Payments for Service Facilities

2.5.1 Deposits and Advanced Payments

- A. Deposits – The Company does not require deposits at this time, but retains the right to require one subject solely to its discretion.
- B. Advanced Payments – The Company may, subject to its sole discretion, accept advance payments not to exceed one (1) month estimated charges and will apply that payment towards the Customer's next month's bill.

2.5.2 Description of Payment and Billing Periods

- A. Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.
- B. The Company's name (ABA Net or ABA NET, LLC) and the Company's toll-free number (for receiving inquiries and complaints) will appear on the end-user's bills.

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2.5.3 Taxes, Gross Revenue, Gross Income and Gross Earnings Surcharges

- A. Sales tax is covered by State statute and other applicable taxes may be covered by State or Federal statutes. Any applicable taxes will be included on Customer bills, as separate line items, in accordance with any applicable rules of the state or federal regulatory authority.
- B. In addition to all recurring, non-recurring, minimum, usage, surcharges or special charges, the Customer identified in this Price List shall also be responsible for and shall pay all applicable federal, state and local taxes or surcharges, including sales, use, excise, gross earnings, and gross income taxes. All such taxes shall be separately shown as line items and charged on bills rendered by Company or its billing agent. Sales and use taxes shall be applied to all charges and shall also be applied to all applicable gross earnings, gross revenue and gross income taxes.

2.5.4 Payment and Late Payment Charge

- A. Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due. (Currently, the highest allowable rate is one and one half percent (1 1/2%) per month.)
- B. Collection procedures are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.
- C. Service may be denied or disconnected, with five (5) business days notice, at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.4.A. Restoration will be subject to all applicable installation charges.

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2.5.5 Suspension or Termination for Nonpayment

In the event of nonpayment of any bill rendered, the Company may, after giving five (5) business days written notice, suspend service to the Customer. In any event, the Company's procedures for suspension or termination of service shall be consistent with the requirements of IDAPA 31.41.0.1300, *et seq.*

2.5.6 Credit Allowances/Service Interruptions

- A. Credit for interruption of service will be allowed only when the interruption is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the service, except for such period where the service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- B. Credit allowances for interruption of service or equipment starts when the Customer notifies the Company of the interruption and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
- C. The Customer shall notify the Company of interruptions of service or equipment and make reasonable attempts to ascertain that the interruption is not caused by Customer-provided equipment or Customer-provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
- D. Only those portions of the service or equipment operation disabled will be credited.
- E. Any credit provided to the Customer under this Price List shall be determined in accordance with the provisions of Section 2.5.8 below.

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2.5.7 Service Interruption Measurement

- A. In the event of an interruption of service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all service charges billed by the Company for services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30)-day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted service.

The credit allowance formula is as follows:

$$\frac{A \times B}{720} = \text{Credit Allowance}$$

A=Duration of service interruptions measured in hours.

B=Company's fixed monthly charges for each interrupted service.

A period of time less than six (6) hours shall not be credited. In no case shall the credit exceed the total monthly charges. No adjustments will be made for periods of noncontinuous interruptions, and no other liability shall attach to the Company in consideration of such interruption to service.

- B. A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

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2.6. Termination or Denial of Service by the Company

2.6.1 The Company may, immediately and without notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend service to any Customer:

- A. In the event such Customer or its agent uses Company's equipment in a manner as to adversely affect Company's equipment or services to others;
- B. In the event of hazardous conditions caused by Customer or Customer's tampering with the equipment furnished and owned by the Company;
- C. In the event of unauthorized or fraudulent use of service by Customer. Whenever service is disconnected for fraudulent use of services the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use; or
- D. In the event of an emergency.

2.6.2 The Company may, with five (5) business days written notice, and without liability of any nature, temporarily deny, terminate, or suspend service to any Customer:

- A. For a Customer's noncompliance with or violation of the Commission's regulations or the Company's rules on file with the Commission;
- B. For nonpayment of bills for telephone service, including any applicable telecommunications access system surcharge required by state or federal law. Five (5) days written notice to the Customer shall not be required in extreme cases.

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- 2.6.3 The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given notice and allowed a reasonable time to comply with any rate or remedy any deficiency:
- A. For neglect or refusal to provide Company with reasonable access for the purpose of inspection or maintenance of equipment owned by the Company;
 - B. For noncompliance with or violation of any state or municipal law, ordinance or regulation pertaining to telephone service;
 - C. For the use of service provided by Company for any other property or purpose than that described in the application.

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2.7. Special Services

2.7.1 General

For the purpose of this Price List, Special Services are deemed to be any service requested by the Customer and provided by the Company for which there is no prescribed rate in this Price List. Special Services charges will be developed on an individual case basis (ICB) and may be established by contract between the Company and the Customer. Such contract or ICB rates will be filed with the Commission to the extent required by applicable rules and regulations.

2.7.2 When Applicable

Special Services rates apply in the following circumstances:

- A. If at the request of the Customer, the Company obtains facilities not normally used by the Company to provide service to its Customer;
- B. If at the request of the Customer, the Company provides technical assistance not normally required to provide service;
- C. Where special signaling, conditioning equipment, or other features are required to make Customer provided equipment compatible with the Company's service;
- D. When, at the specific request of the Customer, installation by the Company or its agent and/or routine maintenance is performed outside of the regular business hours.
- E. If installation and/or routine maintenance is extended beyond normal business hours at the request of the Customer and these circumstances are not the fault of the Company, Special Service charges may apply. Such circumstances include, but are not limited to, stand-by in excess of one (1) hours, weekend, holiday or night time cut-over, and additional installation testing in excess of the normal testing required to provide service.

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2.7.3 Cancellation

If a Customer orders service requiring special facilities dedicated to the Customer's use and then cancels its order before the service begins, before completion of any minimum service periods associated with such special facilities ordered by the Company or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be made to the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such service provided, the nonrecoverable cost of such construction shall be borne by the Customer.

2.8 Special Pricing Arrangements

Customized service packages and competitive pricing arrangements at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers for proposals or for competitive bids. Special Pricing Arrangements offered under this Price List will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the Price List. The rates and terms of such contracts will be filed with the Commission to the extent required by applicable rules and regulations.

2.9 Special Construction

All rates and charges quoted in this Price List provide for the furnishing of a service when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. When the revenue to be derived from the service does not warrant the Company assuming the unusual costs of providing the necessary construction, the Customer may be required to pay all or a portion of such costs and to contract for the service for a sufficient period to warrant the construction, depending upon the circumstances in each case. The Company's charges for such special construction shall follow the same guidelines for establishing charges for Special Pricing Arrangements as described in Section 2.8 of this Price List.

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2.10 Inspection, Testing and Adjustment**2.10.1**

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation or maintenance of the Customer's or the Company's equipment or connecting facilities. The Company may interrupt service at any time, without penalty or liability to itself, where necessary to prevent improper use of service, equipment, facilities or connections.

2.10.2

Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for its maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds four (4) hours in length.

2.11 Complaint Procedure**2.11.1**

The Customer can contact the Company with any billing or service inquiries or complaints by dialing 1-866-862-7232, or by writing to the Company at 11510 Georgia Avenue, Suite 101, Silver Spring, MD 20902. The Company will resolve all complaints in a timely fashion and will credit the Customer's bill in the event a charge is found to be erroneous.

2.11.2

In the event that the Company is unable to resolve a billing dispute properly brought to its attention, the Customer may direct the complaint to the attention of the Commission.

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President and CEO
ABA NET, LLC
11510 Georgia Avenue, Suite 101
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Boise, Idaho

SECTION 3.0 - GENERAL CLASSIFICATION AND DESCRIPTION OF SERVICES

3.1 Service Points

The Company provides long distance communications services to customers throughout the State of Idaho.

3.2 Measurements

The Company offers flat rate service.

3.3 Calculation of Distance

Usage charges for all mileage sensitive products, if offered, are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call. The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the 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 of the originating and the destination points.

Step 2 - Obtain the difference between the "V" coordinates of each of the wire centers. Obtain the difference between the "H" coordinates,

Step 3 - Square the differences obtained in Step 2.

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

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

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

Formula:
$$\frac{\sqrt{(V_1 - V_2)^2 + (H_1 - H_2)^2}}{10}$$

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3.4 Services

The Company provides the following services:

3.4.1 Message Toll Service

Dialing is achieved by Customer's telephone line being programmed by the local telephone company to automatically route 1+ calls to the Company's network or by the Customer dialing an access code issued by the Company.

3.4.2 Inbound Service (8XX)

Inbound Service is a virtual banded inbound toll service which permits calls to be completed at the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten-digit telephone number which terminates at the Customer's location. Inbound services originate via normal shared use facilities and are terminated via the Customer's local exchange service access line.

The Company will accept a prospective inbound service Customer's request for up to ten (10) telephone numbers and will reserve such number(s) on a first-come-first-served basis. All requests for number reservations must be made in writing, dated and signed by a duly authorized representative of the Customer. The Company does not guarantee availability of number(s) until assigned. The inbound service telephone number(s) so requested, if later determined to be available, will be reserved for and furnished to the eligible Customer.

3.4.3 Travel Card Service

This service allows Customers to place calls by gaining access to the network via an 800 number and personal identification (PIN) number issued by the Company.

3.5 Billing Increments

Usage for each service is billed in increments. Partial usage will be rounded up to the nearest highest six-second interval.

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3.6 Call Rounding

All calls are rounded to the next highest billing interval. Total charge for a fraction of a cent will be rounded to the next highest whole count.

3.7 Special Promotions

The Company may, from time to time, offer special promotions to Customers, subject to and consistent with, Commission regulations.

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