

REQUEST TO ESTABLISH DOCKET
(PLEASE TYPE)

Date: December 1, 1998

Docket No. 981796-TI

1. Division Name/Staff Name: Communications/T. Williams
2. OPR: T. Williams
3. OCR: _____
4. Suggested Docket Title: Request to change the name on Interexchange Telecommunications Service Certificate No. 1522 from CABLE & WIRELESS, INC. to CABLE & WIRELESS USA, INC.
5. Suggested Docket Mailing List (attach separate sheet if necessary)
 - A. Provide NAMES ONLY for regulated companies or ACRONYMS ONLY regulated industries, as shown in Rule 25-22.104, F.A.C.
 - B. Provide COMPLETE name and address for all others. (Match representatives to clients.)

1. Parties and their representatives (if any)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. Interested Persons and their representatives (if any)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

6. Check one:
- Documentation is attached.
- Documentation will be provided with the recommendation.

DOCUMENT NUMBER DATE
13521 DEC-28
BY FAX REPORTING



CABLE & WIRELESS, INC.

ORIGINAL

Cable & Wireless, Inc.
8210 Leesburg Pike
Virginia
Virginia 22061

Telephone (703) 734-5500

November 20, 1998

VIA FEDERAL EXPRESS

(904) 413-6344

Mr. Walter D'Haeseleer
Director of Communications
Florida Public Service Commission
2540 Shumard Oak Blvd
Tallahassee FL 32399-0850

RECEIVED

NOV 23 1998

CMU

Re Florida PSC Tariff No. 3

Dear Mr. D'Haeseleer:

Cable & Wireless USA, Inc. ("C&W USA") hereby submits for filing an original and three (3) copies of its revised pages in the above-referenced tariff. Pages submitted with this filing are listed below.

6th Revised Sheet 1 through 12 Revised Page 31

By this filing, Cable & Wireless, Inc. changes its corporate name to Cable & Wireless USA, Inc. A copy of the documents authorizing this name change is enclosed. C&W USA also changes the name of its service product Call Club to 10 10 566. C&W USA deletes the promotional offering F Y I and makes other minor textual changes.

Please date-stamp the "Receipt" copy of this filing and return it in the enclosed self-addressed, stamped envelope. Please direct any questions and correspondence regarding this filing directly to the undersigned.

Sincerely,

Fitta L. Wolfe
Senior Tariff Analyst
(703) 734-4457

Enclosures

RECEIVED
NOV 23 AM 10 27

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NOV 23 1998

CMU



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

September 16, 1998

CSC
1201 Hays Street
Tallahassee, FL 32301

Re. Document Number 840787

The Amendment to the Application of a Foreign Corporation for CABLE & WIRELESS, INC. which changed its name to CABLE & WIRELESS USA, INC., a District of Columbia corporation authorized to transact business in Florida, was filed on September 15, 1998.

Should you have any questions regarding this matter, please telephone (850) 487-6050, the Amendment Filing Section.

Annette Hogan
Corporate Specialist
Division of Corporation

Letter Number: 998A00046916

Account number: 072100000032

Account charged: 35.00

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to s. 607.1504, F.S.)

SECTION I
(1-3 MUST BE COMPLETED)

FILED
98 SEP 15 PM 1:05
TALLAHASSEE, FLORIDA

1. Cable & Wireless Inc.
Name of corporation as it appears on the records of the Department of State
2. District of Columbia
Incorporated under laws of
3. June 6, 1978
Date authorized to do business in Florida

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? July 20, 1998
5. Cable & Wireless USA, Inc.
Name of corporation after the amendment, adding suffix "corporation" "company" or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation.
6. If the amendment changes the period of duration, indicate new period of duration.
- _____ New Duration

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

_____ New Jurisdiction

[Signature]
Signature

John T. Smith
Typed or printed name

11 Aug 1998
Date

Assistant Treasurer
Title

TARIFF SCHEDULE
APPLICABLE TO
FLORIDA INTRASTATE
TELEPHONE COMMUNICATIONS
SERVICE OF
CABLE & WIRELESS USA, INC

(T)

This tariff contains the regulations and charges applying to intrastate, common carrier communications service provided by Cable & Wireless USA, Inc. (hereafter "C&W USA" or "Carrier") to subscribers in the State of Florida

(T)

Issued November 24, 1998

By
LaRene Flack, Tariff & Regulatory Manager
Cable & Wireless USA, Inc
3219 Leesburg Pike
Vienna, Virginia 22182

Effective November 25, 1998

Check Sheet

The pages of this tariff are 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 hereof

<u>Sheet</u>	<u>Number of Revisions</u>
1	6th*
2	58th*
3	51st*
4	5th*
5	19th*
6	15th*
7	2nd*
8	2nd*
9	2nd*
10	4th*
11	5th*
12	5th*
13	3rd*
14	7th*
15	5th*
16	8th*
17	3rd*
18	4th*
19	4th*
20	3rd*
21	2nd*
22	2nd*
23	11th*
24	5th*
25	3rd*
26	3rd*
27	1st*
28	2nd*
29	3rd*
30	5th*
31	8th*
32	6th*
33	7th*
34	7th*
35	4th*
36	10th*
37	14th*
38	9th*
39	7th*
40	13th*
41	7th*
42	1st*
43	6th*

* Pages submitted with this filing

Issued November 24, 1998

By
LaRene Flack, Manager Tariffs & Regulatory
Cable & Wireless USA, Inc
8219 Leesburg Pike
Vienna, Virginia 22182

Effective November 25, 1998

Check Sheet (Cont.)

<u>Sheet</u>	<u>Number of Revisions</u>
23	14th*
24	9th*
25	8th*
25.1	1st*
26	14th*
27	20th*
27.1	7th*
27.2	3rd*
27.3	2nd*
27.4	5th*
27.5	2nd*
27.6	1st*
27.7	1st*
27.8	2nd*
27.9	2nd*
27.10	1st*
28	14th*
29	12th*
29.1	1st*
30	8th*
30.1	1st*
30.2	1st*
31	12th*

* Pages submitted with this filing.

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By
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Cable & Wireless USA, Inc.
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Vienna, Virginia 22182

Effective November 25, 1998

Check Sheet (Cont.)

* Pages submitted with this document

Filed November 24, 1998

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Vienna, Virginia 22182

Effective November 25, 1998

TABLE OF CONTENTS

	<u>Sheet</u>
Title	1
Check Sheet	11
Table of Contents	2
Index	3
Co-occurring Carriers	5
Connecting Carriers	5
Explanation of Symbols and Abbreviations	6
Technical Terms and Abbreviations	7
Rules and Regulations	10
Description of Service	11
Limitations on Service	11
Payment and Billing	11
Cancellation of Service by Customer	13
Discontinuance of Service by Carrier	13
Inspection, Testing and Adjustment	14
Liability	14
Interconnection	15
Use of Service	15
Service Description -- Metered Use Service	16.1
Rates	16.4
Long Distance	16.4
Focus II	16.6
Focus III	16.7
Nationwide 800	16.8
EXCEL	16.9
Travel Services - Long Distance, Focus & EXCEL	17
Venture	18
Virtual Network Service (VNS)	20
Simplicity	23
Business First	26
Business First Basics	27
Prepaid Calling Card	27.1
CTCLD	27.2
Personal Office	27.4
United Telnet	27.5
Partner BFI	27.6
Cable & Wireless Complete	27.8
GIVN	27.10
Conference Calling	28
Directory Assistance	28
976 Access Surcharge	28
800 Call Attempt Surcharge	28
Payphone Compensation	28
Operator Services	29
Bad Check Charge	29
Special Promotional Offerings	30

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INDEX

	<u>Sheet</u>
Application of Tariff	1
Check Sheet	11
Concurring, Connecting & Other Participating Carriers	5
Explanation of Symbols and Abbreviations	6
Rates	16.4
800 Call Attempt Surcharge	28
976 Surcharge	28
BFB	27
Bad Check Charge	29
Business First	26
Cable & Wireless Complete	27.8
GIVN	27.10
Conference Calling	28
CTCLD	27.2
Directory Assistance	28
EAS/EL	16.9
Focus II	16.6
Focus III	16.7
Long Distance	16.4
Nationwide 800 Service	16.8
Operator Services	29
Partner BFI	27.6
Payphone Compensation	28
Personal Office	27.4
Prepaid Calling Card	27
Simplicity	23
Special Promotional Offerings	30
Travel Services -- Long Distance, Focus & EXCEL	17
United Telnet	27.5
Venture	18
Virtual Network Service (VNS)	20
Rules and Regulations	10
800 Service	15.1
Cancellation of Service by Customers	13
Deposits	13
Description of Services	11
Discontinuance of Service by Carrier	13.1
Inspection, Testing, and Adjustment	14
Interconnection	15
Liability	14
Limitations on Service	11
Payment and Billing	11
Use of Service	15
Service Description - Metered Use Service	16.1
Table of Contents	2
Technical Terms & Abbreviations	7

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By
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Vienna, Virginia 22182

Effective November 25, 1998

THIS PAGE RESERVED FOR FUTURE USE

Issued November 24, 1998

By
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Vienna, Virginia 22182

Effective November 25, 1998

CONCURRING, CONNECTING OR
OTHER PARTICIPATING
CARRIERS

- 1 Concurring Carriers -- None
- 2 Connecting Carriers -- None
- 3 Other Participating Carriers -- None

Issued November 24, 1998

By:
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EXPLANATION OF SYMBOL
AND ABBREVIATION

- (R) to signify reduced rates
- (T) to signify a change in text but no change in rate or regulation
- (I) to signify increased rates
- (N) to signify new rate or regulation
- (D) to signify discontinued rate or regulation
- (M) to signify matter relocated without change

Obsolete symbols These symbols will no longer be used for tariff revisions filed subsequent to June 30, 1988

- (C) to signify changed Regulations
- (S) to signify Reissued Material

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By
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Effective November 25, 1998

SECTION A - TECHNICAL TERMS & ABBREVIATIONS

1. Access Line
A dedicated arrangement which connects the customer premises to a C&W USA location or switching center. (T)
2. Account
A customer who has agreed, verbally or by signature, to honor the terms of service. An account may have up to five authorization codes billed to one address within the same originating city.
3. Account Code
A 1-16 digit fixed or variable length code entered by the caller to associate the telephone call with a particular department, project, cost center or client.
4. Alpha Account Code
Customers can assign names to as many account code numbers as required.
5. Alpha Security Code
Customers can assign names to as many Security Code Numbers as required. The underlying security code may be no more than 8 digits. (See definition of Security Code.)
- ANI
Automatic Number Identification - Applies to the assigned number of the calling station for routing and billing purposes.
7. Authorization Code
A numerical code which is assigned to a customer to enable the Carrier to identify use of service on the customer's account and to bill the customer accordingly for such service.
8. Card Holder
Customer or another user, irrespective of whether such user is authorized or unauthorized by the Customer, who is in possession of a calling card or a pre-paid calling card and has the capability of completing a call by charging it to the Prepaid Calling Card.
9. Carrier or Company
Cable & Wireless USA, Inc. unless specifically stated otherwise. (T)
10. Customer or Subscriber
The company, firm, corporation, or other entity which orders or uses service and is responsible for the payment of charges and compliance with tariff regulations.
11. Magnetic Tape
C & W USA can provide the customer with a magnetic tape of the customer's monthly call records. The tape carries the information normally contained in the call detail section of the monthly bill. (T)

Issued: November 12, 1998

By:
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Effective: November 25, 1998

SECTION A - TECHNICAL TERMS & ABBREVIATIONS (Cont.)

- 12 Multiline Terminating Device
Denotes customer switching equipment or other similar customer premise terminating equipment which is capable of terminating more than one access line.
- 13 Precision
A multiple-sort billing enhancement to the optional account code, alpha account code and security code features. Via Precision, customers can designate their bills to be sorted and categorized on two levels -- according to primary account codes (Precision I), or primary plus secondary account codes (Precision II).
- 14 Premises
The space designated by a customer at its place(s) of business for termination of C&W USA service. (T)
- 15 Service Group
The term "Service Group" as used in connection with TDX Focus I and EXCEL denotes one or more TDX Focus I or EXCEL dedicated access lines for the same service area terminated in the same multiline terminating device at the same customer premises. The term "Service Group" as used in connection with TDX 1+ WATS, Focus II or Focus III denotes one or more lines presubscribed to C&W USA and originating in common equipment at the same service address. (T)
- 16 Security Codes
Customer can select certain account codes to be programmed as security codes in order to eliminate unauthorized personal calls made on company lines. The customer can change or cancel codes at will to maximize security.
- 17 Speed Dialing Service
Calls to frequently called, preselected long distance numbers can be abbreviated to 2 digits. Certain restrictions will apply: 1) Not available with equal access, 2) Not available for use with rotary phones or rotary adapters.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont.)

- 18 Super Saver Number
Calls to a preselected frequently called number will receive an additional 10% discount. Super Saver Number also eligible for time-of-day discounts.
- 19 Capture
The subscriber may obtain a special call detail and summary report which itemizes calls by account code and includes an amount specified by the customer in the calculation of each cell. This report can be received on a monthly or weekly basis. The monthly fee for this service includes the usage of multiple accounting codes.
- 20 C&W USA Metropolitan Area Originating City Location (Originating Location)
Locations where C&W USA maintains a facility for purposes of providing the services described herein (T)
- 21 C&W USA Recognized Holidays (T)
New Years Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Day
- 22 Terminal Equipment
Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets or data set.
- 23 T-1 Channel or T-1 Facilities
Provides services for the transmission of large volumes of communications at 1.544 megabits per second.
- 24 Two Copy Call Detail
C&W USA can provide two copies of the call detail report to the customer. The invoice and summary will not be provided. Both copies will be mailed to the same billing address. C&W USA requires at least one week advance notice prior to beginning this service. (T)
(T)

SECTION A - DEFINITION OF TERMSThird Party Billed

A billing arrangement by which a message may be charged to an authorized service point as determined by the Company other than the service point originating the message or the service point where the message is terminated

Collect Call

A billing arrangements by which the charge for a message may be reversed provided the charge is accepted at the called service point

Initial and Additional Period

The initial period denotes the interval of time allowed at the rate specified for a connection between given service points. The additional period denotes the unit of time used for measuring and charging for time in excess of the initial period

Person-to-Person

A service where the person originating the message specifies to the Company operator a particular person to be reached

Station-to-Station

A service where the person originating the message dials the telephone number desired or gives to the Company operator the telephone number which is reached directly

Call Initiator

Customer of a C&W USA outbound service who has established a Conference Calling account and has prearranged a conference call (E)

Conteree

An end user, including the call initiator, participating in a conference call

Force Majeure

Fire, flood, epidemic, earthquake, other acts of God, explosion, strike or other labor dispute, riot or civil disturbance, war (whether declared or undeclared) or armed conflict, failure of common carrier or "carrier's carrier" or municipal ordinance, any state or federal law, governmental order to regulation or order of any court of competent jurisdiction, or any other similar thing or occurrence not within the control of customer or C&W USA, as the case may be (E)

Authorized User

An end user authorized by the Customer to use the service

TABLE OF CONTENTS

SECTION B - RULE AND REGULATIONS

	<u>Sheet</u>
Discontinuance of Service by Carrier	133
Cancellation of Service by Customers	19
Description of Service	11
Inspection, Testing and Adjustment	14
Interconnection	15
Liability	14
Limitations on Service	11
Payment and Billing	10
Use of Service	15

Issued November 24, 1998

By
LaRene Flack, Tariff & Regulatory Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective November 25, 1998

SECTION B - RULES AND REGULATIONS1 Description of Service

- 01 Basic Service Offering Carrier is a common carrier providing intrastate communications service to customers in all Florida LATAs to and from locations throughout the State of Florida. Service is available twenty-four hours a day, seven days a week.
- 02 General Description C&W USA offers the use of one-way intercity communications facilities among multiple users and is provided via a variety of service options. A specific description of each of the service options is contained in Section D. (T)

2 Limitations on Service

- 01 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. C&W USA reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available. (T)
- 02 C&W USA reserves the right to discontinue furnishing service, in accordance with the terms of this tariff. (T)

3 Payment and Billing

- 01 Service is provided and billed on a monthly (30 day) basis, beginning on the date that service becomes effective. Bills are due and payable upon receipt. A late payment charge of 1-2% per month, compounded monthly, will accrue upon any amount unpaid at the end of the designated thirty (30) day billing period.

Issued November 24, 1998

By
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Cable & Wireless USA, Inc
8219 Leesburg Pike
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Effective November 2, 1998

SECTION B - RULES AND REGULATIONS (Cont.)3 Payment and Billing (Cont.)

- 02 The customer is responsible for payment of all charges for services furnished to the customer. The security of the customer's authorization codes is the responsibility of the customer. All calls placed using that authorization code will be billed. Unless otherwise referenced in this Tariff, any fraction of a cent for C&W USA service will be rounded up to the next whole cent. (T)
- 03 Customer will be billed for and will be responsible for any applicable local, state and federal taxes. C&W USA reserves the right to pass through its rates and charges, or impose additional rates and charges on its Customers pursuant to charges imposed on C&W USA by an order, rule, or regulation of the Federal Communications Commission (FCC) or other governmental authority in support of statutory or regulatory programs, such as Universal Service Fund, Presubscribed Interexchange Carrier Charge, and payphone service provider compensation. (T)
- 04 The Carrier reserves the right to examine the credit record of all applicants and customers.
- 041 A customer whose service has been discontinued for non-payment of bills will be required to pay any unpaid balance due to the Carrier before service is restored.
- 05 The name(s) of the customer(s) desiring to use the service must be set forth in the application for service.
- 06 In the case of a billing dispute between the customer and the carrier for service furnished to the customer which cannot be settled to mutual satisfaction, the customer can take the following action:
- 061 First, the customer may request, and the Carrier will comply with the request, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be disconnected.
- 062 Second, if there is still disagreement about the disputed amount after the investigation by a manager of the Carrier, the customer may pursue its rights to file an informal or formal complaint with the Florida Public Service Commission.
- 07 The Florida Gross Receipts tax assessed pursuant to F.S. 203.01 is currently shown as a separate charge in addition to the applicable rates contained herein.

SECTION B - RULES AND REGULATIONS (Cont.)3 Payment and Billing (Cont.)

- 08 Customer will be liable to Carrier for any and all costs and/or expenses incurred directly or indirectly, including attorneys' fees, in the collection or attempted collection of any delinquent charges, fees, tolls or other billed items.
- 09 Such name(s) shall be deemed to identify the person(s) or entity(s) liable and accountable for all charges incurred respecting service(s) described in the application. Carrier shall recognize such name(s) and customer(s) as the sole person(s) authorized to accept, utilize, manage, modify, or terminate services provided by carrier.
- 10 Bad Check Charge - If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned unpaid by a bank or another financial institution to C&WUSA for any reason. C&W USA, in addition to any other remedies available, will bill the Customer a twenty-five dollar (\$25.00) charge and will re-deposit the Check. If, after the Check is redeposited, it is returned by the bank or the financial institution for the second time, another twenty-five dollar (\$25.00) charge will be billed to the Customer. In addition, the Customer will be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order. (T)
- 11 Customer of C&W USA's Inbound Service is responsible for payment for all calls placed to or via the customer's 800 Service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service by customer-provided systems, equipment, facilities or services interconnected to the Customer's 800 Service, or use, misuse or abuse occasioned by third parties, including, without limitation, the Customer's employees, other common carriers, or members of the public who dial the Customer's 800 Service number(s) by mistake. (T)
- 12 Deposits -- At this time C&W USA does not collect deposits for Florida intrastate service. This provision does not preclude C&W USA from collecting deposits from Florida customers for interstate and international service, subject to Rules and Regulations of the Federal Communications Commission. (T)
- 13 Billing To Term - If the total charges incurred by the Customer for all usage identified in the term plan as being contributory toward meeting the Customer's minimum spend commitment (net of any applicable term plan or other discounts) for any monthly billing period are not at least equal to their timer plan minimum, then for that month the Customer shall pay an additional charge (as a service underutilization charge and not as penalty) equal to the difference between the Customer's term plan minimum and the total amount of net usage charges for contributory usage incurred that month. (T)

4 Cancellation of Service by Customers

The customer may cancel service upon written notice of not less than thirty (30) days.

SECTION B - RULES AND REGULATIONS (Cont.)

- 5. Discontinuance of Service by Carrier (T)
 In addition to any other remedies available to C&W USA, C&W USA may, upon notice except when stated otherwise, discontinue Service or cancel an application for Service for any of the following reasons and in accordance with Section 25-4 113 of the Florida Administrative Code
- 01 For nonpayment of any sum due to C&W USA, or (T)
- 02 In the event of a violation of any of the provisions governing the furnishing of this Service under this Tariff, or of any C&W USA rule of general application with respect to the use and operation of Service, or (T)
- 03 Without notice, in the event of a violation of any law, rule, regulation or policy of any government authority having jurisdiction over the Service, or
- 04 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction which prohibits C&W USA from furnishing such Service, or (T)
- 05 In the event when payment for Service is made by a check, draft, or similar instrument that is returned unpaid by a bank or another financial institution to C&W USA for any reason, or (T)
- 06 In case of any intentional or de facto transfer or assignment of Service without the expressed written authorization of C&W USA; or (T)
- 07 In the event of Customer's insolvency, or
- 08 Initiation of proceedings by Customer in voluntary bankruptcy, or
- 09 Initiation of proceedings against Customer for involuntary bankruptcy which are not dismissed within ninety (90) days of initiation; or
- 10 The appointment of a receiver or trustee for Customer, or
- 11 A general assignment by the Customer for the benefit of its creditors, or
- 12 Without notice, if C&W USA deems such action necessary to protect against fraud or to otherwise protect C&W USA's personnel, agents, facilities or Service (T)
- 13 If Customer's account is not used for three (3) consecutive C&W USA billing cycles, C&W USA may deem such account inactive and cancel such account without further notice to the Customer (T)
- 14 In the event of the Customer maintaining and/or operating its own equipment in a manner that may cause imminent harm to C&W USA's equipment (T)

if C&W USA terminates Service as set forth above, in addition to any other remedies available to C&W USA, the Customer shall pay to C&W USA any amounts due as a result of such termination of Service, including, without limitation, any specified discontinuance charges (as an early discontinuance fee and not as a penalty) the same as if the Customer had terminated prior to expiration of service term commitment. The Customer must pay all specified amounts within thirty (30) days of termination of Service. (T)

Issued November 24, 1998

By
 LaRene Flack, Tariff & Regulatory Manager
 Cable & Wireless USA, Inc.
 8219 Leesburg Pike
 Vienna, Virginia 22182

Effective November 25, 1998

SECTION B - RULES AND REGULATIONS (Cont.)6 Inspection, Testing and Adjustment

- 01 Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation or maintenance of the customer's or the Carrier's equipment. The Carrier may interrupt the service at any time, without penalty to itself, because of departure from any of these requirements, subject to tariff provisions in B.5 and B.6.
- 02 Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to Carrier.
- 03 In the event of service interruption, Customer shall cooperate in good faith to the extent necessary to reinstate service, including provision of immediate access to customer premises.

7 Liability

- 01 Customer shall defend, indemnify and hold C&W USA harmless from and against all demands, actions, causes of action, judgments, costs and reasonable attorneys' fees and expenses of any kind arising from or related to any use of the Service or otherwise arising from the relationship with C&W USA. (T)
- 02 C&W USA shall not be liable for, and is excused from, any failure or delay in performance that is due to acts of God, acts of civil or military authority, acts of the public enemy, war or threats of war, accidents, fires, explosions, earthquakes, floods, unusually severe weather, epidemics, or due to any other cause beyond C&W USA's reasonable control. (T)
- 03 If a third party solicits a Customer's order on behalf of C&W USA or promotes or endorses to the Customer the use of Service, or provides all or a portion of such Service with, for, or on behalf of C&W USA, or if a third party is involved in any other way, C&W USA and such third party shall have no greater obligation or liabilities to such Customer, and such Customer shall have no greater rights or remedies against either C&W USA or such third party, whether under contract, warranty, tort or any other grounds, than if such a third party had not been so involved. (T)
- 04 In the event that the Service or any portion thereof is unavailable to Customer due to a total or partial interruption of the Service, C&W USA's sole obligation, and Customer's sole and exclusive remedy, with respect to such interruption of Service shall be for C&W USA, if requested by Customer, to provide and for the Customer to receive a pro rata credit for the period and for the portion of the Service affected during which the Service or any part thereof was unavailable to Customer. (T)
- 05 In no event shall C&W USA be liable for any loss of profits or for any indirect incidental, special, exemplary, or consequential damages. C&W USA's maximum liability for any damages arising out of or related to the Service or the applicable Auth Form(s) and/or Service agreement(s) between Customer and C&W USA shall not exceed the monthly charges for the month during which such liability arises. (T)

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SECTION B - RULES AND REGULATIONS (Cont.)7. Liability (Cont.)

- 06 Customer of C&W USA's Inbound Service is responsible for payment for all calls placed to or via the customer's 800 Service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service by customer-provided systems, equipment, facilities or services interconnected to the Customer's 800 Service, or use, misuse or abuse occasioned by third parties, including, without limitation, the Customer's employees, other common carriers, or members of the public who dial the Customer's 800 Service number(s) by mistake. (T)
- 07 C&W USA warrants that it shall provide its Service in accordance with the description of Service set forth in the applicable Auth Form and in accordance with this Tariff. C&W USA DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (T)
- 08 No agents or employees of other carriers shall be deemed to be agents or employees of C&W USA. (T)

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SECTION B - RULES AND REGULATIONS (Cont.)8 Interconnection

- 01 Service furnished by the Carrier may be interconnected with services or facilities of other communications common carriers and with private systems, subject to the technical limitations established by the Carrier. Service furnished by the Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Carrier and facilities of others shall be provided at the customer's expense.
- 02 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer provided terminal equipment or communications systems with such other carrier's facilities. The customers shall secure all licenses, permits, rights-of-ways, and other arrangements necessary for such interconnection.
- 03 The customer shall ensure that his equipment is properly interfaced with Carrier facilities. If the customer fails to maintain and operate his equipment with resulting imminent harm to Carrier's equipment, personnel, or the quality of service to other customers, Carrier may, upon written notice require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, Carrier may upon written notice, terminate the customer's service.

9 Use of Service

- 01 Service may be used for the transmission of communications by the customer and the customer's designated user(s).
- 02 The customer may not use or permit others to use any of the services or facilities furnished by the Carriers under this tariff for any unlawful purpose.
- 03 Any intentional or de facto transfer or assignment of services supplied by Carrier without the expressed written authorization of Carrier shall be deemed a fraudulent use.
- 04 Recording of telephone conversations employing Carrier-provided services is prohibited except as authorized by applicable federal and state law.

SECTION B - RULES AND REGULATIONS (Cont.)9. Use of Service (Cont.)

05 Any Customer who is reselling or rebilling any service provided to it under this tariff must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission. Carrier shall discontinue service to customers, without liability, pursuant to Commission order in accordance with Sec. 25-24.4701 of the Florida Administrative Code.

10. 800 Service

800 Service numbers issued to Customer by Carrier remain the property of carrier. Customer establishes no property right in this limited resource. Requests for retermination of 800 Service calls or for Programmable 800 option shall be presented to carrier in writing by the customer contact designated in the service application.

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SECTION C - SERVICE DESCRIPTION

1. General Description

01 **Basic Service Offering:** Carrier is a common carrier providing intrastate communications service to customers in all Florida LATAs, between locations throughout the State of Florida. Service is available twenty-four hours a day, seven days a week. Service availability is subject to C&W USA's ability to obtain appropriate facilities. Unless otherwise stated, all services are offered on an intrastate basis as an add-on to C&W USA's interstate offerings of these services. Monthly non-recurring, and other feature charges may apply to C&W USA's interstate services and can be found in C&W USA's Tariff FCC No. 2. (T)

2. Intrastate Services Offered

Intrastate services offered by C&W USA in Florida are called Long Distance, Focus, EXCEL, Virtual Network Service (VNS), Venture, Simplicity, Business First, BFB, Cable & Wireless Complete, 10 10 566 and GIVN. (T)

01 Long Distance and Focus services are traditional outbound services for switched access customers. 10 10 566 is an outbound service for switched access residential customers. Nationwide 800 is the inbound service option for Long Distance and Focus services. (T)

02 EXCEL uses dedicated service for both outbound and inbound service.

03 VNS, Venture, Simplicity Direct, Business First, BFB, Cable & Wireless Complete and GIVN are integrated offerings of inbound and outbound services with switched or dedicated access, that provide unified service for single and multi-location companies.

04 Prepaid Calling Card Service enables the Card Holder to complete an outbound direct dial call from any touchtone or rotary telephone in Florida. Service is accessed by dialing a designated 800 number and a card identification number. Calls are billed in full minute increments.

The Customer has an option to "Recharge" available balance on the Prepaid Calling Card. If a Card is Recharged, after the earlier of when the Card's value balance first becomes zero or the expiration of the Card's validity period, for each call placed through the Card, the Card's then-remaining recharge amount balance shall be decremented at the rate applicable to the Plan specified by the Customer. The Recharge rates assumes that C&W USA shall pay to the applicable taxing entity any applicable Federal excise and state and local telecommunications taxes and surcharges computed based on the Recharge rates. In addition, the Card's then-remaining Recharge amount balance shall be decremented for any applicable local, state or international taxes and surcharges. When a card's then-remaining Recharge amount balance, based on the call then in progress, is thirty (30) seconds an announcement shall be made indicating that the call shall be automatically terminated when the Card's Recharge Amount balance becomes zero. (T)

The maximum dollar value of each Recharge Amount shall be \$50.00. To Recharge a Card, the Cardholder shall call a designated toll-free number and, in response to the automated voice prompts, provide (i) its account number for a major credit card accepted by C&W USA, (ii) PIN and (iii) other pertinent information. A Recharge amount may be used by the Cardholder only within one (1) year from the date the Cardholder Recharges its Card. (T)

Each Recharge amount shall be non-refundable and shall be billed by C&W USA to the Cardholder via the Cardholder's designated credit card account. For any Recharge amount that a Cardholder fails to pay to C&W USA via the Cardholder's credit card account, the Customer shall pay such amount to C&W USA within fifteen (15) days of the Customer's receipt of written notice thereof from C&W USA. (T)

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SECTION C - SERVICE DESCRIPTION (Cont.)2 Intrastate Services Offered (Cont.)

If C&W USA notifies the Customer that a credit card company has notified C&W USA that a Recharge amount is non-collectable and if C&W USA provides to the Customer the supporting documentation that C & W USA has received from the credit card company with regard to such Recharge amount, the Customer shall pay such amount to C&W USA within fifteen (15) days after the Customer's receipt of C&W USA's notice.

(T)

C&W USA may immediately, and without prior notice to the Customer or the Cardholder, terminate the Recharge option for a particular PIN for any of the reasons for disconnection applicable to other Services and specified in Section 2 of this Tariff. In the event the Recharge option is terminated for a particular PIN, C&W USA shall not be obligated to pay the Customer for any Recharge Payments associated with that PIN.

(T)

(T)

05 Personal Office

Personal Office is a stand-alone travel service that includes direct dial, conference calling, and other features available at rates currently published in this Tariff. Applicable rates will be equal to travel rates for whatever C&W USA product Customer currently subscribes to, or BFB travel rates, if no other services in this Tariff apply.

(T)

Personal Office enables Personal Office cardholders to use their Personal Office cards to complete outbound intrastate long-distance calls from any touch-tone or rotary telephone in the state. Personal Office offers voice prompts in English, Spanish and Cantonese.

Other Personal Office features include (i) customer-selectable alpha or numeric authorization codes, (ii) account/security codes, (iii) certain calling, usage and account speed dial restrictions are available, (iv) Quick Conference which allows conferencing up to six (6) conferees without

requiring operator assistance, (v) connection to the C&W USA conference center for operator-assisted conference calling for more than six (6) conferees, (vi) voice mail which allows a caller to leave messages via a toll-free number for retrieval by a Personal Office cardholder, (vii) fax mail which allows a cardholder to have a fax mailbox available to receive facsimile messages, store such messages, and retrieve and transmit such messages to a facsimile machine, (viii) pager/telephone notification by a preprogrammed number which allows a Personal Office cardholder to have the choice of being notified by either pager or telephone call when a voice message or facsimile has been received in their mailbox, and (ix) personal speed dial and account level speed dial.

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SECTION C - SERVICE DESCRIPTION (Cont.)2. Intrastate Services Offered (Cont.)06. Alternative Channels Services

A group of interexchange switched services marketed under the name of *T-NET - A Division of Cable & Wireless USA, Inc.*, via alternative distribution channels, including outside sales force

(T)

A. CTCLD

A group of inbound and outbound service offerings with switched or dedicated access, available only via CTC LD distribution channel. Minimum monthly usage requirements apply as well as monthly recurring charges. In addition to basic CT services, additional features are available.

(1) 800 Features

Multi-Location Routing Features - billed on per feature, per toll-free number basis. A set-up fee and a change charge apply. The following are available:

Day of Year
Day of Week
Time of Day
Percent of Calls
Area Code
Area Code and Exchange

(2) Selected Coverage Blocking Features

Blocking features are available for selected area code or area code and exchange blocking. Service is billed on per feature, per toll-free number basis. A set-up fee and a change charge apply.

(3) Real Time ANI

A set-up fee applies.

(4) Programmable 800

Permits Customer to redirect calls from one terminating location to another. A recurring monthly fee per each toll free number.

(5) 800 Directory Assistance Listing

Recurring monthly fee per toll free number.

(6) Accounting Features

Security and Alpha Account Codes have a per account charge.

(7) CDR Billing Charges

Set-up and monthly media charges.

Set-up and monthly media charge for weekly billing.

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SECTION C - SERVICE DESCRIPTION (Cont.)

2 Intrastate Services Offered (Cont.)

B United Telnet

A group of inbound and toll free service offerings with switched and dedicated access, available only via United Telnet distribution channel. Minimum monthly usage requirements and/or term commitments may apply. Customers may choose from several different rate plans, based on a combination of interstate and international rate levels, as well as other, administrative features available with each plan that best appeal to the customer. All switched calls, including Travel Card calls, as well as dedicated toll-free (800/888) calls are billed in 6-second increments after 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments.

C Partner BFI

A group of integrated inbound and toll free service offerings with switched and dedicated access, available via selected distribution channel. Minimum monthly usage requirements and/or term commitments may apply. Customers may choose from several different rate plans, based on a combination of interstate and international rate levels, as well as other, administrative features available with each plan that best appeal to the customer. Switched outbound and inbound calls, dedicated inbound calls and calling card calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

D 10 10 566 Residential Service

10 10 566 is a residential outbound, switched-based service that is available only to residential customers served by equal access end offices. To place a long distance call, the 10 10 566 Customer dials a special access code (1010566) + the desired 10-digit telephone number. Usage is billed at a flat per minute rate that is not time of day or distance sensitive, as set forth below. Calls are billed in one minute increments with a one minute minimum. Any fraction of an increment is rounded up to the next whole minute. A monthly \$4.95 fee applies per ANI to any usage the 10 10 566 Customer has during the monthly billing period. There are no optional services or volume discounts applicable to 10 10 566 service. Customer is responsible for the charges incurred in accessing 10 10 566 service. Such charges will be billed to the originating number by the appropriate local carrier in the absence of special billing instructions from the Customer.

10 10 566 Outbound - Per Minute Usage

<u>Mileage</u>	<u>Rate</u>
All	\$0.115

07 Cable & Wireless Complete

A group of integrated inbound/toll free service offerings with switched and dedicated access, available to customers via selected distribution channel. Set up fees, other monthly fees and minimum monthly usage requirements will apply. Calling card and administrative features are available to Cable & Wireless Complete customers. Switched outbound and inbound calls, dedicated inbound calls and calling card calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

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SECTION C - SERVICE DESCRIPTION (Cont.)2. Intrastate Services Offered (Cont.)3.1.8. Global Intelligent Virtual Network

GIVN, offered in conjunction with the Company's interstate GIVN service, provides the functionality and capabilities of a private network through the use of shared transmission facilities, operated by a single software-controlled management system. GIVN utilizes switched or dedicated access, is available to single or multi-location customers, and is compatible with most existing public and private networks. GIVN intrastate usage is billed at a flat rate that is not time or distance sensitive. Excluding Mexico, all GIVN traffic is billed with an 18-second minimum, in 1-second increments thereafter. GIVN calling types include On-Net to On-Net, On-Net to Off-Net, Off-Net to On-Net, and Off-Net to Off-Net. Discounts off of GIVN usage may apply based upon customer's monthly traffic volume combined with a one to three year term commitment. Monthly recurring and non-recurring charges, Directory Assistance, and 976 calls do not apply in calculating volume discounts. Other optional GIVN customer features and capabilities are set forth in C&W USA's FCC Tariff.

GIVN On-Net and Off-Net capability is defined below:

On-Net = GIVN customer locations connected to C&W USA network via dedicated access facilities

Off-Net = GIVN location which accesses GIVN network via switched access, calls made by GIVN customer location terminating to a non-GIVN location

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SECTION C - SERVICE DESCRIPTION (Cont.)3 Billing Information

- 01 When a call is established in one time-of-day rate period and ends in another, the rate in effect at call origination applies to the entire call duration
- 02 The hours included in a rate period (e.g. 8am-5pm) apply from the first stated hour (e.g. 8am) and continue to, but do not include, the second stated hour (e.g. 5pm)
- 03 Unless otherwise specified, time-of-day rate periods are as follows

Day	Monday-Friday, 8 a.m. - 5 p.m.
Evening	Sunday-Friday, 5 p.m. - 11 p.m.
Night/Weekend	Sunday-Friday, 11 p.m. - 8 a.m. and Saturday, 8 a.m. to Sunday 5 p.m.
Peak	Monday-Friday, 8 a.m. - 5 p.m.
Off-Peak	All other times

- 04 **Minimum Call Completion Rate.** The C&W USA network is designed to insure that no more than 5% (T)
of all calls are blocked during the busy hour of the average business day. The network circuits are designed and engineered to provide high quality transmission of the human voice with a minimum level of impairment such as noise and echo. However, overall quality may vary somewhat due to the variability in quality of connections provided by the local telephone companies or the transmission facilities of underlying carriers, which are beyond C&W USA's control. (T)

05 Timing of Calls:

- 051 On all direct dialed outbound and inbound calls provided pursuant to this tariff, and except as set forth in 053 below, chargeable call duration accrues from the time the called party answers, as indicated by Carrier's receipt of answer supervision, until one of the parties hangs up, as detected by Carrier's equipment
- 052 Carrier may receive answer supervision signaling directly from local exchange carriers, may employ software answer supervision, or may receive answer supervision from other interexchange carriers. These other interexchange carriers may themselves employ either local exchange carrier-provided answer supervision or some other method of determining called party on-hook or off-hook status
- 053 Call duration recording of Conference Calling and Operator Service calls does not necessarily employ answer supervision on every call. 800 service calls terminating on a Customer's PBX or comparable customer premises equipment will be timed commencing when Carrier receives answer supervision from such communications system

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SECTION C - SERVICE DESCRIPTION (Cont.)3 Billing Information (Cont.)

- 06 Calculation of Distance: Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. Originating points for all services is the customer's central office and the point of termination is the central office where the call terminates.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

FORMULA:
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

4 Additional Options - Switched Service01 Customized Discounts

Unless otherwise stated, all discount schedules involving usage levels incorporate intrastate, interstate, and international calling. Discounts do not apply to Directory Assistance and 976 surcharges.

Area Code Select - applies to calls made to the area code customer calls most often, can be used with Regional Zone, Intra-Company or VIP discounts.

800 Area Code Select - applies to calls made from the area code generating the highest 800 volume calling, can be used with Regional Zone, Intra-Company or VIP discounts.

CAP500 - program for Long Distance and Focus customers, replacing all other discounts.

Intra-Company - applies to calls to customer designated company locations, mutually exclusive with Regional Zone and VIP.

Regional Calling Zone - applies to calls to or from the zone customer selects (from 1 of 10 predetermined zones); mutually exclusive with Intra-Company and VIP.

Super Saver Area Code - applies to calls to the area code (from a list of pre-determined area codes) Customer calls most often.

Super Saver Cities - applies to Florida intrastate calls made to Miami.

SECTION C - SERVICE DESCRIPTION (Cont.)4. Additional Options - Switched Service (Cont.)01. Customized Discounts (Cont.)

Super Saver Number - applies to call to the telephone number customer calls most often

Term Plan - involves a minimum monthly billed usage and commitment to a contract term of 12, 18, 24, or 36 months.

Travel Speed Dial - applies to Travel/Calling Card calls to customer designated speed dial numbers, can be used with Area Code Select, Intra-Company, Regional Zone, VIF discounts, or Super Saver discounts

VIP Number - applies to calls to or from 5 customer-selected telephone numbers, mutually exclusive with Intra-Company and Regional Zone

02. Directory Assistance

Directory Assistance is available. A per call charge will be applied to each call. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

A credit allowance for Directory Assistance will be provided if the customer experiences poor transmission quality; receives an incorrect telephone number or inadvertently misdials the intended Directory Assistance number.

03. 976 Surcharge

Calls to a 976-XXXX number will be assessed a surcharge.

04. 900 Call Attempts

If a customer's volume of 800 calls exceeds 50% of call attempts, a surcharge will be assessed.

05. Conference Calling

A variety of options for setting up conference calls is available.

06. Operator Services - The following operator assistance options are available:

Credit Card/Calling Card
Collect Call/3rd Party Billed
Station-to-Station
Person-to-Person

SECTION D - RATES1 Long DistanceTime of Day Rate Periods

All Long Distance calls are billed in 1-minute increments.

01 UsagePer Minute Base Rates

<u>Mileage</u>	<u>Rate</u>
0-10	\$ 1190
11-22	.1890
23-55	.2990
56-124	.3490
125-292	.3690
293-430	.3890
431+	.3990

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SECTION D - RATES (Cont.)1. Long Distance (Cont.)02. DiscountsVolume Discount

The following volume discounts apply to Long Distance

<u>Usage</u>	<u>Discount</u>
\$250.00-1499.99	5%
1500.00-2999.99	10%
3000.00+	20%

Other Discounts - CAP 500

\$500/month minimum; a \$50 charge applies to each month that the Customer does not meet the monthly minimum

The above discount plan has been grandfathered. Only Customers currently under this plan, may receive the above discounts

(T)

<u>Usage</u>	<u>Discount</u>
Travel Speed Dial	10%

SECTION D - RATES (Cont.)2. FOCUS II

All Focus II calls are billed in 6-second increments, after a 30-second minimum initial billing period

01. UsagePer Minute Base Rates

<u>Mileage</u>	<u>Rate</u>
All	\$ 2.190

02. Focus II DiscountsVolume Discount

<u>Usage Level</u>	<u>Discount</u>
\$1500.01-\$5000	7%
\$5000.01+	9%

Other Discounts:

<u>Super Saver Area Code</u>	5%
Limited to eligible area codes in Florida	

<u>Super Saver Cities</u> (Travel only)	5%
--	----

<u>Super Saver Number</u> (Travel only)	5%
--	----

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SECTION D - RATES (Cont.)

3 Focus III

All Focus III calls are billed in 6-second increments, after a 30-second minimum initial billing period

01 Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2190

02 Focus III Discounts

021 Focus III Volume Discounts

<u>Volume Discount</u>	
<u>Monthly Usage</u>	<u>Discount</u>
\$150.01-\$300.00	5%
300.01-2000.00	8
2000.01+	12

<u>Travel Volume Discount</u>	
<u>Monthly Usage</u>	<u>Discount</u>
\$1000+	10%

022 Other Focus III Discounts

CAP 500 (replaces all other discounts)

\$500/month minimum, if not met, a \$50 charge applies

\$50/location monthly minimum; if location does not meet minimum, the difference between billed usage and \$50.00 will be added to customer's bill

The above discount plan has been grandfathered. Only Customers currently under this plan, may receive the above discounts

(F)

Super Saver Area Code 5%
 Limited to eligible area codes in Florida

Super Saver Cities 5%

Super Saver Number 5%
 (Travel calls only)

SECTION D - RATES (Cont.)4 Nationwide 800

Nationwide 800 terminates on switched access lines. Calls are billed in 6-second increments, after a 30-second minimum initial billing period.

01 Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$0.2490

02 Nationwide 800 Discounts

<u>Volume Discount</u>	<u>Discount</u>
<u>Monthly Usage</u>	
\$75.00-349.99	4%
350+	12%

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SECTION D - RATES (Cont.)5 EXCEL

All EXCEL calls are billed in 6-second increments. Outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

01 EXCEL Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$0.1490

02 EXCEL Outbound Discounts

<u>Volume Discount</u>	<u>Discount</u>
<u>Monthly Usage</u>	
\$1000.01-3,000.00	4%
3000.01-10,000.00	8
10,000.01+	10

<u>Travel Volume Discount</u>	<u>Discount</u>
<u>Monthly Usage</u>	
\$1000+	10%

Other EXCEL Discounts

<u>Super Saver Area Code</u>	
Limited to eligible area codes in Florida.	
Set up Fee	\$100/month
Discount	5%

<u>Super Saver Cities</u>	5%
(Travel calls only)	

<u>Super Saver Number</u>	10%
(Travel calls only)	

<u>Travel Speed Dial</u>	10%
--------------------------	-----

03 EXCEL 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$0.1942

04 T-1 Access Special Rate

<u>Mileage</u>	<u>Rate</u>
All	\$0.1685

* Increase for volume of \$5,000-10,000

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SECTION D - RATES (Cont.)5 EXCEL (Cont.)01 EXCEL 800 Discounts

<u>Volume Discount</u>	<u>Discount</u>
<u>Monthly Usage</u>	
\$1000.01-3,000.00	4%
3,000.01-10,000.00	8
10,000.01+	10

6 Travel WATS - Calling Card Services for Long Distance, Focus, and EXCEL Customers

All calls are billed in 6 second increments after a 1-minute minimum call duration.

061 Travel/Calling Card - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.4750

062 Travel Speed Dial

Speed dialing may be set up for use with Travel/Calling Card

<u>Speed Dial Numbers</u>	<u>Monthly Charge</u>
0-20	--
21-40	\$20
41-64	\$30

*Increase for volume of \$1,000-3,000.

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SECTION D - RATES (Cont.)Venture

All Venture calls are billed in 6-second increments, after a 30-second minimum initial billing period

01 Venture Switched Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2090

02 Venture Switched 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2490

03 Venture Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1490

04 Venture Dedicated 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1690

05 Venture Travel - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.4750

06 Venture Discounts

<u>Volume Discount</u>	<u>Discount</u>
<u>Monthly Usage</u>	
\$200.01-1000	4%
1000.01-3500	8
3500.01+	10

Both international and domestic usage will be used to calculate the applicable volume discount

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SECTION D - RATES (Cont.)

7 Venture (Cont.)

<u>Other Venture Discounts</u>	5%
<u>Area Code Select</u>	
<u>800 Area Code Select</u>	5%
<u>Intra-Company</u>	5%
<u>Intra-Company Travel</u>	5%
<u>Regional Zone</u>	
Monthly Recurring Charge	\$15.00
(Monthly charge waived if Travel usage over \$300)	
Discount	5%
<u>Travel Speed Dial</u>	10%
<u>VIP Numbers</u>	
Monthly Recurring Charge	\$5.00
(Monthly charge waived if domestic usage over \$100)	
Discount	5%

Term Plan 1

<u>Usage</u>	<u>Length of Term</u>	<u>Discount</u>
\$200	12 months	2%
1000	12	5
200	18	4
1000	18	7
400	24	7
1500	24	12
400	36	9
1500	36	13

The above term discount plan has been grandfathered. Only Customers currently under this term plan, and (T) customers adding new subaccounts to a Main Account that has been grandfathered under this term plan, may receive the above discounts.

Term Plan 2

<u>Usage</u>	<u>Length of Term</u>	<u>Discount</u>
\$100	12 months	2%
1000	12	5
250	24	7
1000	24	12
250	36	9
1000	36	13

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SECTION D - RATES (Cont.)8 VNS (Virtual Network Service)

All VNS calls are billed in 6-second increments. Outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

01 Switched Outbound Service - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2090

02 VNS Switched 800 Service - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2490

03 VNS Dedicated 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1690

04 VNS Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1490

05 VNS Travel Service - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.4750

SECTION D - RATES (Cont.)

8 VNS (Virtual Network Service) (Cont.)

06 VNS Discounts
Volume Discount

<u>Usage</u>	<u>Discount</u>
\$1000.01-3000	4%
3000.01-10,000	8
10,001+	10

Both international and domestic usage will be used to calculate the applicable volume discount

Other Discounts:

Area Code Select: 5%

800 Area Code Select 5%

Intra-Company 5%

Intra-Company Travel 5%

Regional Zone

Minimum Monthly Billing \$1500.00

A fee will be charged if the monthly minimum is not met

Fee: \$75.00

Discount 5%

Term Plan 1 (T)

<u>Usage</u>	<u>Term Length</u>	<u>Discount</u>
1500	12 months	6%
5000	12	7
10,000	12	8
1500	24	8
5000	24	10
10,000	24	12
1500	36	11
5000	36	13
10,000	36	14

The above term discount plan has been grandfathered. Only Customers currently under this term plan, and customers adding new subaccounts to a Main Account that has been grandfathered under this term plan, may receive the above discounts.

(T)

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SECTION D - RATES (Cont.)8 VNS (Virtual Network Service) (Cont.)

<u>Term Plan 2</u>		
<u>Usage</u>	<u>Length of Term</u>	<u>Discount</u>
\$1,000	12 months	6%
5,000	12	7
10,000	12	8
1000	24	8
5000	24	10
10,000	24	12
1000	36	11
5000	36	13
0,000	36	14

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SECTION D - RATES (Cont.)8 VNS (Cont.)06 VNS Discounts (Cont.)

<u>Travel Speed Dial</u>	10%
<u>VIP Numbers</u>	
Minimum Billed Monthly Usage Charges	\$1500.00
A \$75.00 fee will be charged for each month that the Customer does not meet the minimum monthly total usage charges.	
<u>Discount</u>	5%

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SECTION D - RATES (Cont.)9. Simplicity

All Simplicity calls are billed in 6-second increments. Switched access outbound calls have a 30-second minimum initial billing period; dedicated access outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

01. Simplicity Switched Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$ 2090

02. Simplicity Switched 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$ 2490

03. Simplicity Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$ 1490

04. Simplicity Dedicated 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$ 1690

05. Simplicity Travel - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$ 4750

06. Simplicity DiscountsVolume Discount - Simplicity Switched

<u>Usage</u>	<u>Discount</u>
\$175-300	5%
300.01-3000	8
3000.01+	10

Volume Discount - Simplicity Dedicated

<u>Usage</u>	<u>Discount</u>
1000.00-3000.00	4%
3000.01-10,000.00	8
10,000.01+	10

Both international and domestic usage will be used to calculate the applicable volume discount.

SECTION D - RATES (Cont.)

9. Simplicity (Cont.)

06 Simplicity Discounts (Cont.)

Other Discounts

Area Code Select 5%

800 Area Code Select 5%

Intra-Company Travel 5%

Regional Calling Zone

Minimum Monthly Charge	<u>Fee</u>
Switched	\$100.00
Dedicated	1000.00

A fee will be charged for each month that the monthly minimum is not met

	<u>Fee</u>
Switched	\$15.00
Dedicated	50.00

<u>Discount</u>	<u>Discount</u>
Switched	5%
Dedicated	5%

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SECTION D - RATES (Cont.)9 Simplicity (Cont.)06 Simplicity Discounts (Cont.)Term Plan - Simplicity Switched 1

<u>Minimum Usage</u>	<u>Term Length</u>	<u>Discount</u>
\$250	12 months	5%
1000	12	7
250	24	7
1000	24	10
250	36	8
1000	36	15

The above term discount plan has been grandfathered. Only Customers currently under this term plan, and customers adding new subaccounts to a Main Account that has been grandfathered under this term plan, may receive the above discounts (T)

Term Plan - Simplicity Switched 2

<u>Minimum Usage</u>	<u>Term Length</u>	<u>Discount</u>
\$100	12 months	2%
1000	12	5
250	24	7
1000	24	12
250	36	9
1000	36	13

Term Plan - Simplicity Dedicated 1

<u>Usage</u>	<u>Term Length</u>	<u>Discount</u>
\$2000	12 months	6%
4000	12	8
10,000	12	10
2000	24	8
4000	24	11
10,000	24	12
2000	36	10
4000	36	14
10,000	36	15

The above term discount plan has been grandfathered. Only Customers currently under this term plan, and customers adding new subaccounts to a Main Account that has been grandfathered under this term plan, may receive the above discounts (T)

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SECTION D - RATES (Cont.)

9 Simplicity (Cont.)

Term Plan - Simplicity Dedicated 2

<u>Minimum Usage</u>	<u>Term Length</u>	<u>Discount</u>
\$1000	12 months	6%
5000	12	7
10,000	12	8
1000	24	8
5000	24	10
10,000	24	12
1000	36	11
5000	36	13
10,000	36	14

Travel Speed Dial 10%

VIP Numbers

Minimum Monthly Charge

Switched	\$100.00
Dedicated	1000.00

A fee will be charged for each month that the minimum is not met

	<u>Fee</u>
Switched	\$15.00
Dedicated	50.00

Discount

Switched	5%
Dedicated	5

Issued November 24, 1998

By
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SECTION D - RATES (Cont.)10 Business First

All Business First calls are billed in 6-second increments after a 30-second minimum initial billing period

01 Business First Switched Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
InterLATA	\$ 2170
IntraLATA	\$ 1870

02 Business First Switched 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$ 2460

03 Business First Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
InterLATA	\$ 1332
IntraLATA	\$ 1190

04 Business First Dedicated 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$ 1655

05 Business First Travel Service - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$ 4750

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SECTION D - RATES (Cont.)10 Business First (Cont.)06 Business First DiscountsOptional Volume Discount

<u>Monthly Usage</u>	<u>Discount</u>
\$100-1000	2%
1001-5000	4
5000+	6

Other Discounts

<u>Travel Speed Dial</u>	<u>Discount</u>
	10%

10.1 Business First Basics (BFB)

BFB is billed in 6-second increments after a 30-second minimum initial billing period, except for dedicated outbound calls where a 18-second minimum billing period is applied. Unless expressly stated otherwise in this Tariff, BFB is excluded from all discount programs normally applicable to Virtual Network Services. Accordingly, BFB usage volume will not be applied toward any other discount.

A Business First Basics - Switched Outbound

\$ 1668/minute

B Business First Basics - Dedicated Outbound

\$ 1189/minute

C Business First Basics - Travel

\$0.3674/minute

D Business First Basics - Inbound

\$0.1668/minute

E Business First Basics - 800 Dedicated Inbound

\$0.1189/minute

10.2 Employee Discount

C&W USA employees, upon Presubscription to C&W USA, will receive a 45% discount of BFB Switched Outbound rates and 25% off Travel Service. (T)

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SECTION D - RATES (Cont.)

01 Prepaid Calling Card

01 Per Unit Value

Prepaid Calling Card is valid until (i) on the date which has been printed on the card, or (ii) if no expiration date imprinted on the card, on the date announced to the cardholder after the cardholder enters his or her PIN, or (iii) otherwise communicated to the cardholder by C&W USA, or until the balance on the card is \$0.00, whichever occurs first. The expiration date shall be one year from the last day of the calendar month during which the Card was issued. C&W USA shall not issue a refund on any amounts left on the card past its expiration date. Calls are billed in 1-minute increments. Cards are available in various unit denominations. The number of minutes of use for each card shall be the maximum number of minutes at the rates set forth below, covered by the C&W USA-fixed dollar value of the card. The per unit value listed below excludes any local taxes or surcharges. (T)

Unless stated otherwise in this Tariff, a 2-unit surcharge will be added to all Prepaid Calling Card calls that originate at payphones. The surcharge will be assessed in addition to any other rates and fees. (T)

Rates:

All intrastate traffic = 1 unit per minute

PLAN A - C&W USA CORPORATE CARD: (T)

Standard C&W USA card printed by C&W USA. (T)

<u>Minimum Purchase (\$)</u>	<u>Rate Per Unit</u>
\$0-\$499.99	\$0.35
\$500.00-\$999.99	\$0.32
\$1,000.00-\$1,999.99	\$0.28
\$2,000.00-\$3,499.99	\$0.25
\$3,500.00-\$4,999.99	\$0.21
\$5,000.00+	\$0.18

PLAN A - ASIA DIRECT:

C&W USA retail card targeted for Asian Community (T)

Rate per Unit \$0.27

SECTION D - RATES (Cont.)11 Prepaid Calling Card (Cont.)01 Per Unit Value (Cont.)PLAN C - MEDIUM VOLUME CUSTOMERS

A plan where C&W USA provides Service for Customer-printed cards Minimum purchase of 500,000 units required. (T)

<u>Minimum Purchase (Units)</u>	<u>Rate Per Unit</u>
500,000-999,999	\$0.21
1,000,000-1,999,999	\$0.20
2,000,000-2,999,999	\$0.19
3,000,000-3,999,999	\$0.18
4,000,000-4,999,999	\$0.17
5,000,000-5,999,999	\$0.16

PLAN D - HIGH VOLUME CUSTOMERS

A plan where C&W USA provides Service for Customer-printed cards Minimum purchase of 6,000,000 units required. (T)

<u>Minimum Purchase (Units)</u>	<u>Rates Per Unit</u>
6,000,000-7,999,999	\$0.159
8,000,000-11,999,999	\$0.155
12,000,000-15,999,999	\$0.150
16,000,000-19,999,999	\$0.145
20,000,000-23,999,999	\$0.140
24,000,000-29,999,999	\$0.135
30,000,000+	\$0.130

PLAN E - IMAGE CARD

Limited Edition collectible, prepaid calling cards

<u>Minimum Purchase (\$)</u>	<u>Rate Per Unit</u>
0-\$99.99	\$0.60
\$100.00-\$199.99	\$0.55
\$200.00-\$299.99	\$0.50
\$300.00-\$399.99	\$0.45
\$400.00+	\$0.40

PLAN F - SURETEL

SureTel is a product with low international rates and is targeted for frequent international callers

<u>Surcharge per call:</u>	\$0.25
<u>Rate per minute:</u>	\$0.19

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SECTION D - RATES (Cont.)

12	<u>CTC LD</u>		
	CTC LD Dedicated Outbound calls are billed in 6-second increments. All other calls are billed in 6-second increments after a 30 second minimum initial billing period.		
12.1	<u>CTC LD Switched Outbound</u>		
	\$0.1900/minute		
12.2	<u>CTC LD Dedicated Outbound</u>		
	\$0.1120/minute		
12.3	<u>CTC LD Switched Inbound</u>		
	\$0.1900/minute		
12.4	<u>CTC LD Dedicated Inbound</u>		
	\$0.1120/minute		
12.5	<u>CTC TeleClub Fee</u>		
	A monthly, recurring service fee	\$5.00	
12.6	<u>Directory Assistance</u>		
	Charge per Call	\$0.90	
12.7	<u>800 Features</u>		
12.7.1	<u>Multi-Location Routing Features</u>		
	Rate per feature per toll-free number		
	Set-up fee	\$50.00	
	Monthly recurring fee	\$40.00	
	Change charge	\$50.00	
12.7.2	<u>Selected Coverage Blocking Features</u>		
	Set-up fee	\$50.00	
	Monthly recurring fee	\$40.00	
	Change charge	\$50.00	
12.8	<u>Real Time ANI</u>		
	Set-up fee per each toll-free number	\$150.00	
12.9	<u>Programmable 800</u>		
	Monthly fee per each toll-free number	\$5.00	
12.10	<u>800 Directory Assistance</u>		
	Monthly fee per each toll-free number	\$15.00	

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SECTION D - RATES (Cont.)12 CTCLD (Cont.)12.11 Accounting Features

Monthly fee per account with alpha account codes	\$2.50
Monthly fee per account with security codes	\$2.50

12.12 Billing Options12.12.1 Specialized Call Detail Options

Set-up	\$100.00
Monthly fee	\$120.00

12.12.2 Weekly Billing

Set-up	\$100.00
Monthly fee	\$520.00

12.13 Monthly Minimum Usage Charge

Per (800) toll free number	\$10.00
----------------------------	---------

13 Personal Office Rates

Unless stated otherwise, for a particular type of usage for the Personal Office card, the billing increment for such usage will be the same as if such usage was made using the C&W USA Calling Cards service used with underlying C&W USA long-distance service ordered by Customer under this Tariff.

(T)

(T)

13.1 For a long distance intrastate outbound call the rates are as follows

Customers presubscribed to
Long Distance, Focus II and III, EXCEL \$ 4500/minute

Customers presubscribed to
Venture, VNS, Simplicity, BFI \$ 4500/minute

Customers presubscribed to BFB, and,
Customers not presubscribed to C&W USA's interexchange Service \$ 3529/minute

(T)

Cable & Wireless Complete
\$ 3000/minute

Use of the Personal Office card to connect to C&W USA's Passport® service, at the same rate set forth in Subsection (i) above, as measured from the time a Personal Office cardholder connects with the Personal Office system until such call is received by the operator for C&W USA's Passport® service. Once the call is received by the operator for C&W USA's Passport® service, the call will be billed in accordance with C&W USA's Passport® service.

(T)

(T)

(T)

(T)

(T)

13.3 For Quick Conference (i.e., less than six 96) conferees), at the rates (per conferee) for long-distance outbound calls set forth in Subsection 13.1

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SECTION D - RATES (Cont.)

13. Personal Office Rates

- 13.4 Use of the Personal Office card to connect to the C&W USA conference center for operator-assisted conferencing for more than six (6) conferees, at the same rate set forth in Subsection 13.1 above, as measured from the time a Personal Office cardholder connects to the Personal Office system until such call is received by the C&W USA conference center. Once the call is received by the C&W USA conference center, the call will be billed in accordance with the rate (per conferee) for Conference Calling applicable to the underlying C&W USA (T)

long-distance Service ordered by the Customer under this Tariff

- 13.5 For Voice Mail, at the same rate set forth in Subsection 13.1 above, as measured as follows: (1) the call time to access a cardholder's Voice Mail and leave a message for that cardholder, and (2) the call time for a cardholder to access its Voice Mail and to retrieve and listen to a message (T)
- 13.6 For Fax Mail, at the same rate set forth in Subsection 13.1 above, as measured as follows: (1) the call time to access a cardholder's Fax Mail and transmit a message to that cardholder's Fax Mail box, and (2) the call time for a cardholder to access its Fax Mail and to retrieve and transmit a facsimile message to a facsimile machine (T)
- 13.7 For Pager/Telephone Notification, at the same rate set forth in Subsection 13.1 above, as measured from the time the Personal Office system commences such notification to completion of such notification

14. United Telnet

Switched Outbound
 \$ 1550/minute

Switched Toll Free (800/888)
 \$ 1550/minute

Dedicated Outbound
 \$ 1100/minute

Dedicated Toll Free (800/888)
 \$ 1100/minute

Travel Card
 Plan I* \$0.2805
 Plan II* \$0.3165

Monthly Minimum Usage Charge (MMUC)

MMUC \$10.00
 Per (800) toll free numbers \$10.00

Directory Assistance \$0.95

*Different Travel Card Plans apply dependent on the international rate plan chosen by the customer. Different international rate plans published in C&W USA's FCC tariff are favored by Customers based on their international calling patterns (T)

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SECTION D - RATES (Cont.)

15. Partner BFI

PLAN 1

Minimum monthly usage of \$100 applies. The usage may include all customer's partner BFI traffic, including international, interstate and intrastate. If the minimum usage volume requirement is not met, the Customer will be charged a \$25.00 fee for each month that \$100 volume requirement is not met.

A. Switched Outbound

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
IntraLATA	\$ 1345	\$ 1318	\$ 1305	\$ 1278
InterLATA	\$ 1566	\$ 1534	\$ 1519	\$ 1487

B. Switched Toll Free

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
All	\$ 1771	\$ 1735	\$ 1718	\$ 1682

C. Dedicated Outbound

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
IntraLATA	\$ 0902	\$ 0884	\$ 0875	\$ 0857
InterLATA	\$ 1010	\$ 0990	\$ 0980	\$ 0960

D. Dedicated Toll Free

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
All	\$ 1255	\$ 1230	\$ 1218	\$ 1192

E. Calling Card

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
All	\$0.2834	\$0.2777	\$0.2749	\$0.2692

F. Volume Discounts

Volume discounts set forth below are applied to a base or a reduced term plan rates when customers commit to a particular usage volume level. If the customer does not meet the volume level that he committed to under the Volume Discount plan, then volume discount will not be applied for that billing period.

<u>Total Monthly Usage Commitment *</u>	<u>Discount</u>
\$100	2%
\$1,000	4%
\$5,000	6%

* Usage includes all Partner BFI usage plus Conference Calling usage (see Section 4.2.1 of this Tariff), as well as intrastate and international Partner BFI and Conference Calling usage.

G. Directory Assistance

Charge per call \$1.25

SECTION D - RATES (Cont.)

15 Partner BFI (Cont.)

PLAN II

Minimum monthly usage of \$100 applies. The usage may include all customer's partner BFI traffic, including international, interstate and intrastate. If the minimum usage volume requirement is not met, the Customer will be charged a \$25.00 fee for each month that \$100 volume requirement is not met.

Switched Outbound

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
IntraLATA	\$ 1345	\$ 1318	\$ 1305	\$ 1278
InterLATA	\$ 1566	\$ 1534	\$ 1519	\$ 1487

16 Switched Toll Free

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
All	\$ 1771	\$ 1735	\$ 1718	\$ 1682

Dedicated Outbound

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
IntraLATA	\$ 0840	\$ 0823	\$ 0815	\$ 0798
InterLATA	\$ 0940	\$ 0921	\$ 0912	\$ 0893

17 Dedicated Toll Free

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
All	\$ 1168	\$ 1145	\$ 1133	\$ 1110

18 Calling Card

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
All	\$0.2834	\$0.2777	\$0.2749	\$0.2697

19 Volume Discounts

Volume discounts set forth below are applied to a base or a reduced term plan rates when customer's commit to a particular usage volume level. If the customer does not meet the volume level that he committed to under the Volume Discount plan, then volume discount will not be applied for that billing period.

<u>Total Monthly Usage Commitment *</u>	<u>Discount</u>
\$100	2%
\$1,000	4%
\$5,000	6%

* Usage includes all Partner BFI usage plus Conference Calling usage (see Section 4.2.1 of this Tariff), as well as intrastate and international Partner BFI and Conference Calling usage.

20 Directory Assistance

Charge per call: \$1.25

SECTION D - RATES (Cont.)4.17 Cable & Wireless Complete

Cable & Wireless Complete is billed in flat per minute rates not time-of-day or mileage sensitive. An Association Volume Discount applies as set forth below. Unless otherwise specifically referenced in this Tariff, Cable & Wireless Complete is excluded from all other discount programs.

4.17.1 Switched Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
InterLATA	\$0.0865
IntraLATA	\$0.0765

4.17.2 Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
InterLATA	\$0.0625
IntraLATA	\$0.0525

4.17.3 Switched Inbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
InterLATA	\$0.0865
IntraLATA	\$0.0765

4.17.4 Dedicated Inbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
InterLATA	\$0.0625
IntraLATA	\$0.0525

4.17.5 Travel - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$0.3000

4.17.6 Discounts

Associations - 5% Volume Discount

4.17.7 Fees

Minimum Billed Monthly Usage Charges*

<u>Switched</u>	<u>Dedicated</u>
\$50.00	\$15.00

*If minimum is not met, the difference between billed usage and monthly minimum usage charge applies and will be added to Customer's bill.

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SECTION D - RATES (Cont.)4.17 Cable & Wireless Complete (Cont.)4.17.8 Programmable 800

Monthly fee per each toll-free number	\$ 5.00
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4.17.9 800 Directory Assistance*

Monthly fee per each toll-free number	\$ 15.00
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4.17.10 Accounting Features

Monthly fee per account with alpha account codes	\$ 5.00
Monthly fee per account with security codes	\$ 10.00

4.17.11 Billing Options (Per Location)

Specialized Call Detail Options		EBIS Electronic Billing	
Set-up	-0-	On-Line Set-up	\$20.00
Monthly fee	\$25.00	Disc Set-up	\$25.00
		Magnetic Tape	\$100.00
Weekly Billing			
Set-up	-0-		
Weekly fee	\$85.00		

4.17.12 Surcharges

Payphone	\$.30/per call
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976 Calls*

Customer calls to 976-XXXX telephone numbers

Charge Per Call	\$2.25
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*Directory Assistance, 976 calls and Conference calls are not included in calculating Minimum Usage charges.

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SECTION D - RATES (Cont.)4.18 GIVN Intrastate Base Rates

GIVN intrastate usage is billed at a flat rate that is not time or distance sensitive. GIVN traffic is billed with an 18-second minimum, in 1-second increments thereafter. GIVN calling types include On-Net to On-Net, On-Net to Off-Net, Off-Net to On-Net, and Off-Net to Off-Net. Discounts off of GIVN usage may apply based upon customers monthly traffic volume combined with a one to three year term commitment. Monthly recurring and non-recurring charges, Directory Assistance, and 976 calls do not apply in calculating volume discounts.

4.18.1 On to On Flat Rate

\$0.0797

4.18.2 On to Off Flat Rate

\$0.1241

4.18.3 Off to On Flat Rate

\$0.1331

4.18.4 Off to Off Rate All Traffic

\$0.2330

4.18.5 Directory AssistanceRate

\$1.25

4.18.6 Volume Discount ScheduleMonthly VolumeTerm Commitment % Discount

	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$0-24,999	0%	0%	0%
\$25,000-\$49,999	5%	7%	10%
\$50,000-\$99,999	10%	12%	15%
\$100,000+	15%	17%	20%

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SECTION E - RATES - ADDITIONAL OPTIONS1 Conference Calling

Meet Me - all conferees are given an access number for a prearranged conference call. Each conferee is responsible for any toll charges for calls placed to the conference call access number, the conference initiator is responsible for charges listed below

Per Conferee Per Minute \$.45

800 Meet Me - all conferees are given an 800 access number for a prearranged conference call, the conference initiator is responsible for charges listed below

Per Conferee Per Minute \$.60

Operator Handled - conference operator will place calls to conferees prearranged with conference initiator, the conference initiator is responsible for charges listed below

Per Conferee Per Minute \$.60

2 Directory Assistance

This service is available to all C&W USA customers. (T)

Charge Per Call \$ 1.25

3 976 Surcharge

Calls by customers to 976-XXXX telephone numbers are assessed a surcharge

Charge Per Call \$ 2.25

4 800 Service Call Attempt Charge

The following charge applies if the customer's volume of incomplete 800 calls exceeds 50% of all 800 call attempts.

Per incomplete call attempt \$.05

5 Payphone compensation surcharge

Unless stated otherwise in this Tariff, C&W USA will assess a non-discountable surcharge on all calls that are subject to payphone compensation, pursuant to applicable federal or state law or regulation. The surcharge will be assessed in addition to any other rates and surcharges and applies only to completed intrastate toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone* (T)

Surcharge \$0.30 per call

* Dial-around calling does not apply to C&W USA customers (T)

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SECTION E - RATES - ADDITIONAL OPTIONS (Cont.)5 Operator Services

Mileage

Band

01 Operator Services - Per Minute Usage Charges

Mileage Band	Day		Evening		Night/Weekend	
	First	Add'l	First	Add'l	First	Add'l
All	\$0.3500	\$0.3500	\$0.3500	\$0.3500	\$0.3500	\$0.3500

02 Operator Services - Per Call Surcharge

02.1	<u>Directory Assistance</u>	Rate
	0+ Phone Card/Paid	\$1.40
	0+ Third Party Verbal	\$1.40
	0+ LEC Card	\$1.40
	0- LEC Card	\$1.40
02.2	<u>Station to Station</u>	
	0+ Phone Card/Paid	\$2.45
	0- Phone Card/Paid	\$3.60
	0+ Collect	\$2.45
	0- Collect	\$3.60
	0+ Third Party	\$2.45
	0- Third Party	\$3.60
	0+ LEC Card	\$2.45
	0- LEC Card	\$3.60
02.3	<u>Person to Person</u>	
	0+ Phone Card/Paid	\$4.90
	0- Phone Card/Paid	\$4.90
	0+ Collect	\$4.90
	0- Collect	\$4.90
	0+ Third Party	\$4.90
	0- Third Party	\$4.90
	0+ LEC Card	\$4.90
	0- LEC Card	\$4.90

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SECTION E - RATES - ADDITIONAL OPTIONS (Cont.)5 Operator Services (Cont.).02 Operator Services - Per Call Surcharge (Cont.).02.4 Additional Services

LEC Mechanized Domestic	\$1.45
LEC Mechanized Int'l	\$2.45
Busy Line Verify Phone Card/Paid	\$6.50
Busy Line Verify LEC/PTT	\$6.50
*Emergency Interrupt Phone Card/Paid	\$13.00
*Emergency Interrupt LEC/PTT	\$13.00
Casual Caller InterLATA	\$1.50
Casual Caller IntraLATA	\$1.50

*Emergency Interrupt services include Busy Line Verify surcharges

Time Periods

Day	M-F	8 am - 5 pm
Evening	Su-F	5 pm - 11 pm
Night	Su-F	11 pm - 8 am
	Sa	All Day
	Su	8 am - 5 pm

6 Bad Check Charge:

Charge each time that the check or another form of payment is returned by a bank or another financial institution unpaid: \$25.00

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SECTION E - RATES - ADDITIONAL OPTIONS (Cont.)

7. Special Promotional Offerings

From time to time, C&W USA may provide certain special promotional offerings to its customers. These promotions will be approved by the FPSC with specific starting and ending dates and will run for no longer than 90 days in any 12 month period.

(T)

8. Price Plans

(D)

(D)

8.1 S.U.N. Plan

Customers currently on S.U.N. promotion for interstate service, receive 15% off of BFB intrastate switched inbound and outbound rates, conference calling and travel card rates. In addition, S.U.N. customers who are currently enrolled in any of the following S.U.N. term plans for interstate service, will have term plan discounts applied to intrastate BFB charges as follows:

One Year Term			
Monthly Total Usage	Outbound/800	Conference Call	Travel Rate
<u>Commitment Levels</u>	<u>Discount (%)</u>	<u>Discount (%)</u>	<u>Discount (%)</u>
\$100	5.0	5.0	5.0
\$1,000	7.5	7.5	7.5
\$2,500	10.0	10.0	10.0
\$5,000	12.5	12.5	12.5
\$7,500	15.0	15.0	15.0
\$10,000	17.5	17.5	17.5
Two Year Term			
Monthly Total Usage	Outbound/800	Conference Call	Travel Rate
<u>Commitment Levels</u>	<u>Discount (%)</u>	<u>Discount (%)</u>	<u>Discount (%)</u>
\$100	7.5	7.5	7.5
\$1,000	10.0	10.0	10.0
\$2,500	12.5	12.5	12.5
\$5,000	15.0	15.0	15.0
\$7,500	17.5	17.5	17.5
\$10,000	20.0	20.0	20.0

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SECTION E - RATES - ADDITIONAL OPTIONS (Cont.)8 Price Plans (Cont.)8.2 S.U.N. (Cont.)

Three Year Term Monthly Total Usage <u>Commitment Levels</u>	<u>Outbound/800 Discount (%)</u>	<u>Conference Call Discount (%)</u>	<u>Travel Rate Discount (%)</u>
\$100	10.0	10.0	10.0
\$1,000	15.0	15.0	15.0
\$2,500	17.5	17.5	17.5
\$5,000	20.0	20.0	20.0
\$7,500	22.5	22.5	22.5
\$10,000	25.0	25.0	25.0

Conditions

Customers are required to sign an authorization form to accept or decline a term plan. All Intrastate, Interstate, International, Outbound 800, International 800, Calling Card, Passport and Conference Call usage contributes towards monthly commitment levels and receives discounts. The Customer has the first 90 days of the term period to meet commitment. If the Customer terminates the Service within the first 60 days of the term, C&W USA will charge the Customer for all term plan discounts provided through service disconnect date. If total monthly billing is not equal to term plan commitment level, then for that month, the Customer will be charged the difference between actual usage and the term plan minimum. Term plans automatically renew for periods equal to the initial period unless C&W USA notifies the Customer in writing at least 60 days prior to expiration of the then current term, or unless the Customer notifies C&W USA in writing at least 30 days prior to expiration. Dedicated BFB traffic is not eligible for S.U.N. promotion. S.U.N. is not available with any other offers, promotions or discounts. This promotion expires July 31, 1999.

8.3 Eclipse Promotion

Customers currently enrolled in the Eclipse promotion for interstate service are eligible to receive the following discounts off the BFB intrastate calls. This promotion expires July 31, 1999.

Intrastate switched outbound and 800/888	18.40%
Intrastate dedicated outbound and 800/888	23.8%
Intrastate and international travel card calling	15.00%

8.4 Horizon Promotion

Horizon is available to new customers, who enroll in C&W USA's Horizon promotion for interstate calling. Horizon is not available to customers currently presubscribed to C&W USA, except for Eclipse customers, who may request to migrate from the Eclipse promotion to Horizon. This promotion expires July 31, 1999.

Under Horizon promotion, the following discounts are available:

- 22.33% off BFB switched intrastate outbound and 800/888 calls
- 18.34% off intrastate BFB Travel calls
- 15% off intrastate Personal Office charges

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SECTION E - RATES - ADDITIONAL OPTIONS (Cont.)9. Complete Residential Promotion

New residential customers who sign up for Cable & Wireless Complete switched access outbound service, under this promotion, are eligible to receive the flat per minute intrastate usage rates set forth below. In addition, the Complete Residential Promotion includes optional Personal Office travel service. There are no set up fees, minimum usage requirements or monthly recurring fees, associated with this promotion. Complete Residential Promotion is effective with this Tariff through June 1999.

InterLATA \$ 0865

IntraLATA \$ 0765

Personal Office \$ 3000

10. BFB Residential Promotion

Effective with this Tariff, new residential customers who sign up for Cable & Wireless BFB switched access outbound service under this promotion are eligible to receive the flat per minute intrastate usage rates set forth below. Optional Personal Office travel service is also available under this promotion. BFB Residential Promotion is in effect through June 1999.

All \$ 1331

Personal Office \$ 3000

Pages 32 through 73 have been deleted. Material on these pages now appears on previous pages. CLASS and Instate 800 are obsolete services and have been deleted. No customers are affected.

<u>Sheet</u>	<u>Revision No.</u>
32	7th
33	3rd
34	5th
35	3rd
35 1	1st
36	4th
37	6th
38	5th
39	3rd
40	7th
40 1	1st
40 2	Original
41	3rd
42	2nd
43	2nd
44	6th
45	7th
45 1	1st
45 2	Original
45 3	1st
46	6th
47	3rd
48	1st
49	2nd
50	2nd
51	5th
52	1st
53	2nd
54	Original
55	1st
55 1	1st
56	1st
56 1	1st
57	Original
58	1st
59	Original
60	Original
61	Original
62	Original
63	Original
64	1st
65	Original
66	Original
67	Original
68	Original
69	Original
70	Original
71	Original
72	Original
73	Original

When utilizing the above pages in future, the next revision level will be applied.

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