

REQUEST TO ESTABLISH DOCKET  
(PLEASE TYPE)

Date: February 7, 2000

Docket No. 000153 - Tt

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 Certificate  
No. 2497 from AMERIVISION COMMUNICATIONS, INC. to AMERIVISION COMMUNICATIONS, INC. d/b/a LIFELINE  
COMMUNICATIONS

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.

I:\PSC\RAR\WP\ESTDKT.  
PSC/RAR 10 (Revised 01/96)

DOCUMENT NUMBER-DATE  
~~01684~~ FEB-78  
PSC-RECORDS/REPORTING

COMPANY INFORMATION

AS OF 02/07/2000

AmeriVision Communications, Inc. (TI962)

Location address

AmeriVision Communications, Inc.  
5900 Mosteller Drive, Suite 1850  
Oklahoma City, OK 73112

Regulation date

02/15/1991

Certificate(s)

2497

Corporate type

Not Available

Services provided

RES



February 3, 2000  
Overnight Delivery

210 N. Park Ave.  
Winter Park, FL  
32789

P.O. Drawer 200  
Winter Park, FL  
32790-0200

Tel: 407-740-8575  
Fax: 407-740-0613  
tmi@tminc.com

Mr. Walter D'Haeseleer  
Florida Public Service Commission  
Division of Communication  
2540 Shumard Oaks Boulevard  
Gerald L. Gunter Bldg. Room 270  
Tallahassee, FL 32399-0850

RE: **Tariff Revision on Behalf of AmeriVision Communications, Inc. d/b/a  
LifeLine Communications ("AmeriVision")**

Dear Mr. D'Haeseleer:

Enclosed are the original and one (1) copy of a tariff revision for AmeriVision Communications, Inc. The purpose of this filing is to add the d/b/a name of LifeLine Communications. To that end, also enclosed is a copy of the Florida Secretary of State Registration of Fictitious Name. The Company respectfully requests this tariff revision to become effective on February 7, 2000.

The revised tariff pages which are attached are reflected on 7<sup>th</sup> Revised Sheet 2 - Check Sheet.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose. Any questions regarding this filing may be directed to my attention at (407) 740-8575.

Sincerely,

Thomas M. Forte  
Consultant to AmeriVision Communications, Inc.  
d/b/a LifeLine Communications

Enclosure

TF/ks

cc: Kelly Franks, AmeriVision  
file: AmeriVision - FL  
AmeriVision binders  
tms: FL0001



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

December 7, 1999

LIFELINE COMMUNICATIONS  
5900 MOSTELLER DRIVE., SUITE 1850  
OKLAHOMA CITY, OK 73112

Subject: **LIFELINE COMMUNICATIONS**

REGISTRATION NUMBER: **G99341900183**

This will acknowledge the filing of the above fictitious name registration which was registered on December 7, 1999. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between July 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

**IT IS THE RESPONSIBILITY OF THE BUSINESS TO NOTIFY THIS OFFICE IN WRITING IF THEIR MAILING ADDRESS CHANGES.** Whenever corresponding please provide assigned Registration Number.

Should you have any questions regarding this matter you may contact our office at (850) 488-9000.

Reinstatement Section  
Division of Corporations

Letter No. 899A00057560

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

# REGISTRATION OF FICTITIOUS NAME

Section 1

1. LifeLine Communications  
Fictitious Name to be Registered

2. 5900 Mosteller Drive, Suite 1850  
Mailing Address of Business  
Oklahoma City OK 73112  
City State Zip Code

3. Florida County of principal place of business: Broward

4. FEI Number: 73-1378798

FILED  
99 DEC -7 PM 12:36  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

This space for office use only

Section 2

A. Owner(s) of Fictitious Name If Individual(s): (Use an attachment if necessary):

1. Last First M.I. Address City State Zip Code SS#

2. Last First M.I. Address City State Zip Code SS#

B. Owner(s) of Fictitious Name If other than an individual: (Use an attachment if necessary):

1. Amerivision Communications, Inc.  
Entity Name  
5900 Mosteller Drive, Suite 1850  
Address  
Oklahoma City OK 73112  
City State Zip Code  
Florida Registration Number F98000003385  
FEI Number: 73-1378798  
 Applied for  Not Applicable

2. Entity Name Address City State Zip Code Florida Registration Number FEI Number  Applied for  Not Applicable

Section 3

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. I (we) further certify that the fictitious name shown in Section 1 of this form has been advertised at least once in a newspaper as defined in chapter 50, Florida Statutes, in the county where the applicant's principal place of business is located. I (we) understand that the signature(s) below shall have the same legal effect as if made under oath. (At Least One Signature Required)

[Signature] 11/30/99  
Signature of Owner Stephen Holladay - Pres Date  
Phone Number: (405) 600-3822

[Signature] 11/30/99  
Signature of Owner David Grote - VP Date  
Phone Number: (405) 600-3822

Section 4

FOR CANCELLATION COMPLETE SECTION 4 ONLY:  
FOR FICTITIOUS NAME OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:

I (we) the undersigned, hereby cancel the fictitious name \_\_\_\_\_, which was registered on \_\_\_\_\_ and was assigned registration number \_\_\_\_\_

Signature of Owner Date Signature of Owner Date

Mark the applicable boxes  Certificate of Status - \$10  Certified Copy - \$30  
FILING FEE: \$50

Note: Acknowledgments/certificates will be sent to the address in Section 1 only. CR4E-001 (5/96)

SUN - SENTINEL  
PUBLISHED DAILY  
FORT LAUDERDALE, BROWARD COUNTY, FLORIDA  
BOCA RATON, PALM BEACH COUNTY, FLORIDA  
MIAMI, DADE COUNTY, FLORIDA

**NOTICE**  
Under Fictitious Name Act. Notice is hereby given that the undersigned pursuant to the 'Fictitious Name Act,' Chapter 665.09 Florida Statutes will register with the Florida Department of State upon receipt of proof of the Publication of this notice, the fictitious name, to wit: **LIFELINE COMMUNICATIONS** under which I am/we are engaged in business in Broward County. Dated in Oklahoma, OK, this 30th day of November, 1999.  
Amerivision Communications, Inc.  
c/o David Grose, VP and Secretary  
6900 Mosteller Dr., Ste. 1850  
Oklahoma City, OK 73112  
December 19, 1999

STATE OF FLORIDA  
COUNTY OF BROWARD/PALM BEACH/DADE  
BEFORE THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED

..... WHO ON OATH SAYS THAT  
HE/SHE IS A DULY AUTHORIZED REPRESENTATIVE OF THE  
CLASSIFIED DEPARTMENT OF THE SUN-SENTINEL, DAILY  
NEWSPAPER PUBLISHED IN BROWARD/PALM BEACH/DADE COUNTY,  
FLORIDA THAT THE ATTACHED COPY OF ADVERTISEMENT, BEING A

FICTITIOUS NAME NOTICE

IN THE MATTER OF

LIFELINE COMMUNICATIONS

IN THE CIRCUIT COURT, WAS PUBLISHED IN SAID NEWSPAPER IN  
THE ISSUES OF

C. 12/19, 1 X

CE790100

AFFIANT FURTHER SAYS THAT THE SAID SUN-SENTINEL IS A  
NEWSPAPER PUBLISHED IN SAID BROWARD/PALM BEACH/DADE  
COUNTY, FLORIDA, AND THAT THE SAID NEWSPAPER HAS HERETOFORE  
BEEN CONTINUOUSLY PUBLISHED IN SAID BROWARD/PALM BEACH/DADE  
COUNTY, FLORIDA, EACH DAY, AND HAS BEEN ENTERED AS SECOND  
CLASS MATTER AT THE POST OFFICE IN FORT LAUDERDALE, IN SAID  
BROWARD COUNTY, FLORIDA, FOR A PERIOD OF ONE YEAR NEXT  
PRECEDING THE FIRST PUBLICATION OF THE ATTACHED COPY OF  
ADVERTISEMENT; AND AFFIANT FURTHER SAYS THAT HE/SHE HAS  
NEITHER PAID NOR PROMISED ANY PERSON, FIRM OR CORPORATION  
ANY DISCOUNT, REBATE, COMMISSION OR REFUND FOR THE PURPOSE  
OF SECURING THIS ADVERTISEMENT FOR PUBLICATION IN SAID  
NEWSPAPER.

.....  
(SIGNATURE OF AFFIANT)

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 19 DAY OF DECEMBER  
A.D. 1999

.....  
(SIGNATURE OF NOTARY PUBLIC)



Tara L. Bezak  
MY COMMISSION # CC638935 EXPIRES  
July 20, 2001  
BONDED THRU TROY FAIN INSURANCE, INC.

.....  
(NAME OF NOTARY TYPED, PRINTED OR STAMPED)

PERSONALLY KNOWN ..... OR

PRODUCED IDENTIFICATION .....

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**TITLE SHEET**

**FLORIDA INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

**OF**

**AmeriVision Communications, Inc.**  
d/b/a LifeLine Communications

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by AmeriVision Communications, Inc. d/b/a LifeLine Communications ("AmeriVision") within the State of Florida. AmeriVision's principal offices are located at 5900 Mosteller Drive, Suite 1850, Oklahoma City, OK 73112. This tariff is on file with the Florida Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

(T)  
(T)

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Issued: February 4, 2000

Effective: February 7, 2000

Issued by:

Stephen D. Halliday, President  
5900 Mosteller Drive, Suite 1850  
Oklahoma City, OK 73112

FL0001

**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b>PAGE</b>	<b>REVISION</b>	<b>PAGE</b>	<b>REVISION</b>
1	2 <sup>nd</sup> Rev. *	21	4 <sup>th</sup> Rev. *
2	7 <sup>th</sup> Rev. *	22	3 <sup>rd</sup> Rev. *
3	2 <sup>nd</sup> Rev. *	23	3 <sup>rd</sup> Rev. *
4	2 <sup>nd</sup> Rev. *	24	2 <sup>nd</sup> Rev. *
5	2 <sup>nd</sup> Rev. *	25	2 <sup>nd</sup> Rev. *
6	3 <sup>rd</sup> Rev. *	26	2 <sup>nd</sup> Rev. *
7	3 <sup>rd</sup> Rev. *	27	2 <sup>nd</sup> Rev. *
8	2 <sup>nd</sup> Rev. *	28	2 <sup>nd</sup> Rev. *
9	2 <sup>nd</sup> Rev. *	29	1 <sup>st</sup> Rev. *
10	2 <sup>nd</sup> Rev. *	30	1 <sup>st</sup> Rev. *
11	2 <sup>nd</sup> Rev. *	31	2 <sup>nd</sup> Rev. *
12	2 <sup>nd</sup> Rev. *	32	1 <sup>st</sup> Rev. *
13	2 <sup>nd</sup> Rev. *	33	1 <sup>st</sup> Rev. *
14	2 <sup>nd</sup> Rev. *	34	1 <sup>st</sup> Rev. *
15	3 <sup>rd</sup> Rev. *	35	1 <sup>st</sup> Rev. *
16	2 <sup>nd</sup> Rev. *	36	1 <sup>st</sup> Rev. *
17	2 <sup>nd</sup> Rev. *	37	1 <sup>st</sup> Rev. *
18	2 <sup>nd</sup> Rev. *		
18.1	2 <sup>nd</sup> Rev. *		
18.2	2 <sup>nd</sup> Rev. *		
18.3	2 <sup>nd</sup> Rev. *		
18.4	1 <sup>st</sup> Rev. *		
18.5	1 <sup>st</sup> Rev. *		
18.6	1 <sup>st</sup> Rev. *		
19	2 <sup>nd</sup> Rev. *		
20	2 <sup>nd</sup> Rev. *		

\* - indicates those pages includes with this filing

Issued: February 4, 2000

Effective: February 7, 2000

Issued by:

Stephen D. Halliday, President  
5900 Mosteller Drive, Suite 1850  
Oklahoma City, OK 73112

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### SYMBOLS

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

- D** - Delete or discontinue.
- I** - Change Resulting in an increase to a Customer's bill.
- M** - Moved from another tariff location.
- N** - New
- R** - Change resulting in a reduction to a Customer's bill.
- T** - Change in text or regulation, but no change in rate or charge.

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### TARIFF FORMAT

**A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

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

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).

**D. Check Sheets** - When a tariff filing is made with the FPSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

## SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

**Access Line** - An arrangement which connects the Customer's location to an AmeriVision switching center or designated point of presence. (T)

**AmeriVision** - Used throughout this tariff to mean AmeriVision Communications, Inc. d/b/a LifeLine Communications. (T)  
(T)

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

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

**Commercial Credit Card Call** - A billing arrangement by which a call may be charged to an authorized major commercial credit card.

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

**Customer or End User** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Company or Carrier** - AmeriVision Communications, Inc. unless otherwise clearly indicated by the context. (T)

**Commission** - The Florida Public Service Commission.

**Day** - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers presubscribe their telephone line(s) to their preferred interLATA carrier.

**Evening** - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

**FPSC** - Florida Public Service Commission.

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, CONT'D.**

**Holidays** - The Company observes the following holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**LEC** - Local Exchange Company.

**Night/Weekend** - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

**Operator Dialed Surcharge** - This charge applies to calls when the user dials "00" only and any valid company operator access code and requests that the operator dial the destination number.

**Operator Station Call** - A service whereby the originating Customer requests the assistance of a Company Operator to place or bill the call. Calls billed collect or to a telephone company issued Calling Card, to an authorized Commercial Credit Card, or to a Third Party are Operator Station Calls unless the call is placed on a Person-to-Person basis.

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

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

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

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Stephen D. Halliday, President  
5900 Mosteller Drive, Suite 1850  
Oklahoma City, OK 73112

FL00001

## SECTION 2.0 - RULES AND REGULATIONS

### 2.1 Undertaking of AmeriVision Communications, Inc.

(T)

AmeriVision's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff.

(T)

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

(T)

(T)

(T)

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

### 2.2 Limitations

2.2.1 Service is offered in Equal Access areas only.

2.2.2 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.3 Ameri-Tel reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

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

**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

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

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

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

**2.3 Use**

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

**2.4 Liabilities of the Company**

**2.4.1** AmeriVision's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur. (T)

**2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

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

**2.4.2 (cont'd.)**

than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

**2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

**2.4.4** No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

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



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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.5 Deposits**

The Company does not require a deposit from the Customer.

**2.6 Advance Payments**

For Customers whom the Company feels an advance payment is necessary, Ameri-Tel reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

**2.7 Taxes**

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

**2.8 Terminal Equipment**

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

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.9 Installation and Termination**

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

**2.10 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by AmeriVision. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone company). Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, such as the FPSC. Any objections to billed charges must be reported to the Company or its billing agent within sixty days after receipt of bill. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

(T)

**2.11 Cancellation by Customer**

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

**2.12 Interconnection**

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

(T)

(T)

**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.13 Refusal or Discontinuance by Company**

AmeriVision may refuse or discontinue service under the following conditions. Unless otherwise stated, the Customer will be given notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

(T)

- (a) For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- (b) For the use of telephone service for any other property or purpose other than that described in the application.
- (c) For failure or refusal to provide the Company with a deposit or advance payment to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements. (See Sections 2.5 and 2.6 of this Tariff for the Company's current Deposit and Advance Payment practices.)
- (d) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- (e) For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- (f) For non-payment of bills for telephone service. Suspension or termination of service shall not be made without five (5) working days' written notice to the Customer, except in extreme cases.
- (g) Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

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Effective: February 7, 2000

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Stephen D. Halliday, President  
5900 Mosteller Drive, Suite 1850  
Oklahoma City, OK 73112

FL00001

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.13 Refusal or Discontinuance by Company, (Cont'd.)**

- (h) Without notice in the event of tampering with the equipment furnished and owned by the Company.
- (i) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his 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.
- (j) For failure of the Customer to make proper application for service.
- (k) For Customer's breach of the contract for service between the Company and the Customer.
- (l) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- (m) For periods of inactivity over sixty (60) days.

**2.14 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

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Issued: February 4, 2000

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

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

The Carrier may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. Tests, promotions, waivers, etc. will have specific starting and ending dates. Promotions will be filed as part of this tariff and no single promotion will run longer than ninety (90) days over a twelve month period.

**2.16 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in SECTION 2.0.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

**2.17 Special Provisions for Debit Card Service**

The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards issued by the Company.

The Company shall not be liable for any claim, loss, or refund associated with any unused balance on a Company-issued Debit Card provided to the Customer.

For debit account service, payment for rights to use the service must be received by the Company or its authorized agent prior to usage by the Customer.

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### SECTION 3.0 - DESCRIPTION OF SERVICE

#### 3.1 General

Service is offered to residential or business customers and is available from equal access originating end offices only.

#### 3.2 Timing of Calls

3.2.1 Long distance usage charges are based on the actual usage of AmeriVision's network. The Company will determine that a call has been established through industry standard answer detection methods, including software detection and hardware answer detection, where available. (T)

3.2.2 Chargeable time for a call ends upon disconnection by either party.

3.2.3 The minimum call duration and initial period for billing purposes is one minute.

3.2.4 Unless otherwise specified in this tariff, for billing purposes usage is measured and rounded to the next higher full minute.

3.2.5 No charges apply for incomplete calls.

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## SECTION 3.0 - DESCRIPTION OF SERVICE, CONT'D.

### 3.3 Calculation of Distance

Usage charges for all mileage sensitive products 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:

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

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**SECTION 3.0 - DESCRIPTION OF SERVICE, CONT'D.**

**3.3 Calculation of Distance, (Cont'd.)**

Example: Distance between Miami and Tampa

	<b>V</b>	<b>H</b>
Miami	8351	529
Tampa	<u>8172</u>	<u>1147</u>
Difference	179	618
Square and add:	32014 + 381924 = 413938	
Divide by 10 and round:	413938/10	= 41393.8 = 41394
Take square root and round:		= 203.455
Airline mileage from Miami to Tampa		= 204 miles

**3.4 Call Completion Rate**

A customer can expect a call completion rate of not less than 90% during peak use periods for all Feature Group D services (1+ dialing.)

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**SECTION 3.0 - DESCRIPTION OF SERVICE, CONT'D.**

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**SECTION 3.0 - DESCRIPTION OF SERVICE, CONT'D.**

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**SECTION 3.0 - DESCRIPTION OF SERVICE, CONT'D.**

**3.14 Operator Services**

The Company provides operator assisted services to Customers who desire specialized billing or call placement. The Company's operator services are accessible on a twenty-four (24) hour a day, seven (7) days a week basis.

The use of the Company's Operator Service allows the Customer to select from special call handling or billing arrangements. Rates vary based on call type (i.e., calling card, collect, third party billed, station-to-station or person-to-person). A per call service charge applies in addition to usage charges.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, CONT'D.**

**3.16 AmeriVision Debit Card Service**

The AmeriVision Debit Card allows customers to pay a fixed dollar amount in advance for long distance calling over AmeriVision's network. Customers use an "800" number for access from touch tone phones. Customers can place domestic and international direct dial calls using the service. Cards are decremented for each minute or fractional minute of use as set forth below. As calls are placed, charges for the call are deducted on a real-time basis until the full amount of the card is exhausted. Customers will be notified in advance of the exhaustion of the card. An expiration date, if applicable, is printed on the card. The rates paid by the customer until the card is exhausted are the rates in effect at the time the card is purchased. Debit Card accounts may be replenished at the rates specified for replenished cards.

The following types of calls may not be completed using the AmeriVision Debit Card:

- \* calls to 700, 800, and 900 numbers
- \* calls to directory assistance
- \* operator assisted calls
- \* conference calls
- \* calls requiring time and/or charges

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**SECTION 3.0 - DESCRIPTION OF SERVICE, CONT'D.**

**3.17 AmeriVision Outbound Long Distance**

AmeriVision Outbound Long Distance calling is offered to Customers throughout the State. Calls are measured and billed in one minute increments with a one minute minimum call duration. Calls may be originated by dialing 1+ the interLATA toll number, by dialing an access code + interLATA toll number. Calls are billed based on time of day, day of week, duration, call type and billing method.

**3.18 AmeriVision Toll Free Inbound Service**

AmeriVision Toll Free Inbound Service is an inward calling service. It permits termination of intrastate calls from diverse geographic locations to the Customer's local exchange lines. With AmeriVision Toll Free Inbound Service, the Customer is billed for the call rather than the call originator.

**3.19 AmeriVision Travel Card**

Travel Service provides facilities to complete Intrastate calls between two points when the Customer is away from his or her premises. The Customer will be assigned unique travel authorization code(s) that authorize the use of Travel service by that Customer.

**3.20 Directory Assistance**

Directory Assistance is available to Customers of AmeriVision service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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**SECTION 4.0 - RATES**

**4.1 General**

Each Customer is charged individually for each call placed through the Carrier. Charges are computed on an airline mileage basis as described in SECTION 3.0.3 of this tariff.

Rates vary by mileage band, time of day, day of week, call duration and product type.

Customers are billed based on their use of AmeriVision's long distance service. No installation charges or fixed monthly recurring charges apply. Volume discounts based on the customer's total monthly usage may apply.

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**SECTION 4.0 - RATES, CONT'D.**

**4.2 Time of Day Rate Periods**

The appropriate rates apply for day, evening and night/weekend calls based on the following chart.

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

\* to, but not including

Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call.

**4.3 Holiday Rates**

The evening rate applies to the following holidays unless a lower rate would normally apply.

New Year's Day	January 1
Independence Day	July 4
Labor Day	As nationally observed
Thanksgiving Day	As nationally observed
Christmas Day	December 25



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**SECTION 4.0 - RATES, CONT'D.**

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**SECTION 4.0 - RATES, CONT'D.**

**4.14 Operator Services**

Customer Dialed Calling Card  
Operator Dialed Calling Card  
Operator Station:  
    Billed to 3<sup>rd</sup> Party; Collect; Sent Paid Non-Coin  
Person-to-Person

	DAY		EVENING		NIGHT/WKND	
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Mileage Bands	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000

**Operator Service Charges**

Customer Dialed Calling Card:	\$1.75
Operator Dialed Calling Card:	\$1.75
Operator Station	
Billed to 3 <sup>rd</sup> Party	\$1.75
Collect	\$1.75
Sent Paid Non-Coin	\$1.75
Person-to-Person	\$3.25
Public PayPhone Surcharge:	\$0.30

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**SECTION 4.0 - RATES, CONT'D.**

**4.15 AmeriVision Debit Card Service**

The AmeriVision Debit Card is available twenty-four hours a day, seven days a week. The cards will be offered to customers on a first serve basis and may be offered in conjunction with other AmeriVision products.

An AmeriVision Debit Card account is established upon receipt of payment by the Company. When an account is established, the Company will assign an Account Code/Authorization Code to the account. The Company reserves the right to determine the acceptable types of payment.

Service is provided and each account is debited at the following rate. Fractional minute calls are rounded up to the nearest full minute:

Card Type 1: \$0.30 per minute

Card Type 2: \$0.35 per minute

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**SECTION 4.0 - RATES, CONT'D.**

**4.16 AmeriVision Outbound Long Distance**

	DAY		EVENING		NIGHT/WKND	
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1700	\$0.1700	\$0.1700	\$0.1700	\$0.1700	\$0.1700

**4.17 AmeriVision Toll Free Inbound Service**

	DAY		EVENING		NIGHT/WKND	
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1700	\$0.1700	\$0.1700	\$0.1700	\$0.1700	\$0.1700

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**SECTION 4.0 - RATES, CONT'D.**

**4.18 Directory Assistance**

Directory Assistance is available to Customers of AmeriVision service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call \$0.60

**4.19 AmeriVision Travel Card**

Travel Service provides facilities to complete Intrastate calls between two points when the Customer is away from his or her premises. The Customer will be assigned unique travel authorization code(s) that authorize the use of Travel service by that Customer.

	DAY		EVENING		NIGHT/WKND	
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Mileage Bands	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500

Per Call Surcharge \$0.25

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**SECTION 5.0 - GRANDFATHERED SERVICES**

**5.1 LifeLine Service**

Lifeline Service is an outbound "1+" calling product. Rates for the service are mileage and time of day sensitive. Calls are measured and billed in full minute increments. Volume discounts are offered.

Mileage Band	Day		Evening		Night/Weekend	
	1st Minute	Each Add'l Minute	1st Minute	Each Add'l Minute	1st Minute	Each Add'l Minute
0-10	\$0.3000	\$0.2200	\$0.2200	\$0.1800	\$0.1500	\$0.1200
11-22	\$0.3000	\$0.2200	\$0.2200	\$0.1800	\$0.1500	\$0.1200
23-55	\$0.3000	\$0.2200	\$0.2200	\$0.1800	\$0.1500	\$0.1200
56-124	\$0.3200	\$0.2400	\$0.2400	\$0.1800	\$0.1600	\$0.1250
125-292	\$0.3200	\$0.2500	\$0.2500	\$0.1900	\$0.1600	\$0.1300
293-430	\$0.3400	\$0.2550	\$0.2500	\$0.1900	\$0.1650	\$0.1300
431-624	\$0.3400	\$0.2600	\$0.2600	\$0.1950	\$0.1700	\$0.1300

**Life Line Service Volume Discounts:** Volume discounts are applied to total monthly billing for each originating Lifeline customer location as follows:

<u>Monthly Usage Level</u>	<u>Discount</u>
Over \$40.00	5%

**4.4 Exemptions and Special Rates**

Intrastate toll message usage rates for users of Telecommunications Devices for the Deaf (TDD) will be the evening rate for daytime calls and the night rate for evening calls. TDD users must inform the Company of their use of the Company's service.

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**SECTION 5.0 - GRANDFATHERED SERVICES, (CONT'D.)**

**5.2 Travel Service Option #1**

Travel Service Option #1 permits customers to place calls using the company's service when away from their primary place of business or residence. Callers must dial an access code and identification code in addition to the destination telephone number.

	Day	Evening	Night/Weekend
Mileage Band	1st Minute	1st Minute	1st Minute
0-70	\$0.1812	\$0.1631	\$0.1540
71-150	\$0.2018	\$0.1816	\$0.1716
151-292	\$0.2175	\$0.1867	\$0.1763
293-430	\$0.2158	\$0.1942	\$0.1834
431-925	\$0.2208	\$0.1987	\$0.1877
926+	\$0.2370	\$0.2042	\$0.2015

Service charge per call

\$0.65

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**SECTION 5.0 - GRANDFATHERED SERVICES, (CONT'D.)**

**5.3 Rate Plan A**

Rate Plan A is available to commercial and business accounts and is a mileage sensitive "1+" outbound service. Rates vary by time of day and are billed in six (6) second increments after an initial eighteen (18) second minimum.

Calls are billed in six (6) second increments after the initial minimum call duration of eighteen (18) seconds.

<b>Mileage</b>	<b>Day</b>	<b>Evening</b>	<b>Night/ Weekend</b>
0 -292	\$0.2125	\$0.1625	\$0.1625
292-430	\$0.2125	\$0.1625	\$0.1625
431 & over	\$0.2125	\$0.1625	\$0.1625

**5.4 Rate Plan B**

Rate Plan B is available to commercial and business accounts and is a flat-rated "1+" outbound service. Rates vary by time of day and are billed in six (6) second increments after an initial eighteen (18) second minimum. A discount is provided to customers who pay their account within thirty days of the date of invoice.

Calls are billed in six (6) second increments after the initial minimum call duration of eighteen (18) seconds.

	<b>Initial 18 Seconds</b>	<b>Each Add'l 6 Second</b>
Standard Rate	\$0.0686	\$0.0228
Prompt Pay Rate	\$0.0549	\$0.0183

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**SECTION 5.0 - GRANDFATHERED SERVICES, (CONT'D.)**

**5.5 Rate Plan D - 800 Service**

Rate Plan D is an in-bound 800 service whereby the Company's customers is billed for each 800 call, rather than the call originator. Calls are billed in six (6) second increments after an initial eighteen (18) second minimum. A discount is provided to customers who pay their account within thirty days of the date of invoice. **Monthly Service Fee: \$15.00**

Calls are billed in six (6) second increments after the initial minimum call duration of eighteen (18) seconds.

	<b>Initial 18 Seconds</b>	<b>Each Add'l 6 Second</b>
Standard Rate	\$0.0660	\$0.0220
Prompt Pay Rate	\$0.0528	\$0.0176

**5.6 Rate Plan E - 800 Service**

Rate Plan E is an in-bound 800 service whereby the Company's customers is billed for each 800 call, rather than the call originator. Calls are billed in six (6) second increments after an initial eighteen (18) second minimum. A discount is provided to customers who pay their account within thirty days of the date of invoice. **Monthly Service Fee: \$5.00**

Calls are billed in six (6) second increments after the initial minimum call duration of eighteen (18) seconds.

	<b>Initial 18 Seconds</b>	<b>Each Add'l 6 Second</b>
Standard Rate	\$0.0660	\$0.0190
Prompt Pay Rate	\$0.0528	\$0.0152

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**SECTION 5.0 - GRANDFATHERED SERVICES, (CONT'D.)**

**5.7 Rate Plan F - 800 Service**

Rate Plan F is an in-bound 800 service whereby the Company's customers is billed for each 800 call, rather than the call originator. Calls are billed in six (6) second increments after an initial eighteen (18) second minimum. A discount is provided to customers who pay their account within thirty days of the date of invoice. **Monthly Service Fee: \$2.00**

Calls are billed in six (6) second increments after the initial minimum call duration of eighteen (18) seconds.

	<b>Initial 18 Seconds</b>	<b>Each Add'l 6 Second</b>
Standard Rate	\$0.0690	\$0.0240
Prompt Pay Rate	\$0.0552	\$0.0192

**5.8 Rate Plan G - Travel Service (Residential)**

Rate Plan G is a travel card service which permits residential customers to use the Company's service while away from their home. Service is available to residential customers only. Calls are billed in full minute increments. A per-call charge applies in addition to usage sensitive rates.

Calls are billed in full minute increments with a minimum call duration of one minute.

	<b>RATE</b>
Per Minute Rate	\$0.30
Per Call Charge	\$0.30

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**SECTION 5.0 - GRANDFATHERED SERVICES, (CONT'D.)**

**5.9 Rate Plan H - Travel Service (Business)**

(T)

Rate Plan H is a travel card service which permits commercial or business customers to use the Company's service while away from their place of business. Service is available to commercial and business customers only. Calls are billed in full minute increments. A per-call charge applies in addition to usage sensitive rates.

Calls are billed in full minute increments with a minimum call duration of one minute.

	<b>RATE</b>
Per Minute Rate	\$0.25
Per Call Charge	\$0.25

**5.10 Rate Plan I - Travel Service (Business Advantage)**

(T)

Rate Plan I is a travel card service which permits business customers to use the Company's service while away from their place of business. Service is available to business customers who bill more than \$10.00 per month. Calls are billed in full minute increments.

Calls are billed in full minute increments with a minimum call duration of one minute.

	<b>RATE</b>
Per Minute Rate	\$0.25
Per Call Charge	\$0.00

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