

Specialized Common Carrier Service  
Rates, Terms and Conditions

of

AMI Communications

This RTC includes the rates, charges, terms and conditions of service for the provision of switched interstate telecommunications services by AMI Communications ("AMI") between locations within the United States.

This RTC is posted pursuant to 47 CFR Section 42.10.

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**CHECK SHEET**

The Title Page and pages listed below of this RTC are effective as of the date shown. Revised sheets contain all changes from the original RTC that are in effect as of the date indicated.

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EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
  - (D) To signify discontinued material, including listing, rate, rule, or condition.
  - (I) To signify an increase.
  - (M) To signify material relocated from or to another part of RTC schedule with no change in text, rate, rule or condition.
  - (N) To signify new material including listing, rate, rule or condition.
  - (R) To signify reduction.
  - (S) To signify reissued material.
  - (T) To signify change in wording of text but not change in rate, rule, or condition.
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EXPLANATION OF ABBREVIATIONS

- LATA            Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
- LEC             Local Exchange Company.
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**SECTION 1 - DEFINITIONS**

**Access Line** - An arrangement which connects the Customer's telephone to an AMI designated switching center or point of presence.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this RTC. The Customer remains responsible for payment of services.

**Calling Card** - A billing convenience whereby the End User may bill the charges for a call to an approved telephone company-issued calling card. The terms and conditions of the local telephone company will apply to payment arrangements.

**CNMI** - The Commonwealth of the Northern Mariana Islands (formerly known as Saipan).

**Commission** - Federal Communications Commission.

**Company or Carrier** - AMI Communications, unless otherwise clearly indicated by the context.

**Customer** - 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 RTC.

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

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SECTION 1 - DEFINITIONS, (CONT'D.)

Personal Identification Number (PIN) - See Authorization Code.

Premises - The physical space designated by the Customer for the termination of the Company's service.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Subscriber - See Customer.

Switched Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

United States - The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam, and the Commonwealth of the Northern Mariana Islands (CNMI)

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 may be used for the purposed of rating calls.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of AMI

AMI's services and facilities are furnished for communications originating within the United States under terms of this RTC. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

AMI arranges for installation, operation, and maintenance of the communications services provided in this RTC for Customers in accordance with the terms and conditions set forth under this RTC. AMI 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 AMI network. The Customer shall be responsible for all charges due for such service arrangement.

### 2.2 Use

Services provided under this RTC may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

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

2.3 Limitations

- 2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this RTC. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this RTC.
- 2.3.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this RTC, or in violation of the law.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 2.3.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by AMI in its reasonable judgment.
- 2.3.5 Service may be limited or discontinued by AMI, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Authorization Codes, when AMI deems it necessary to take such action to prevent unlawful use of its service. AMI will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated.
- 2.3.6 Service may be discontinued without notice if the Customer uses the equipment or network provided by the Company in such a manner as to adversely affect the Company or the Company's service to others.
- 2.3.7 The Company may refuse, suspend or cancel service immediately and without prior notice in the event of excessive network usage which is determined to be fraudulent or beyond the Customer's demonstrated ability to pay.
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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.4 Assignment or Transfer

All service provided under this RTC is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this RTC shall apply to all such permitted transferees or assignees, as well as all conditions of service.

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

2.5 Liability

- 2.5.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this RTC (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.5.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability, (Cont'd.)

- 2.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.
- 2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.
- 2.5.6 The Company shall not be liable for any claim, loss, or refund as a result of loss, theft or fraudulent use of Authorization Codes or Personal Identification Numbers issued for use with the Company's services.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability, (Cont'd.)

2.5.7 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

- (a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;
- (b) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- (c) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this RTC or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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

2.7 Billing and Payment for Service

2.7.1 Responsibility for Charges

Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this RTC.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- (a) any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
  - (b) any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
  - (c) any calls placed by or through the Customer's equipment via any remote access feature(s);
  - (d) any calls placed via the Company's Travel Service as a result of the Customer's intentional or negligent disclosure of Authorization Codes or PIN numbers assigned to the Customer; and
  - (e) any and all calls placed to a Toll Free 8XX service number provided to the Customer by the Company.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Billing and Payment for Service, (Cont'd)

2.7.2 Payment for Service

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction. Any objections to billed charges must be reported to the Company or its billing agent within 90 days of the bill due date. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Payments for service provided in association with Company-issued Debit Services must be received by the Company or its authorized agent prior to activation of the Customer's Debit Account. The Company reserves the right to place the Available Balance for the Customer's Debit Account on hold until the check or draft presented for payment clears or is paid.

2.7.3 Late Payment Fees

The Company reserves the right to assess a late payment fee of 1.5% for any past due charges. Charges are considered past due if unpaid thirty (30) days following the date of the bill listing the amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent.

2.7.4 Return Check Charge

The Company reserves the right to assess a return check charge of \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. Any applicable return check charges will be assessed according to the terms and conditions of the Company or its billing agent.

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

## 2.8 Deposits

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall not exceed two months' estimated usage, may vary with the Customer's credit history and projected usage, and be collected and maintained in accordance with Commission rules. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

If payment or usage patterns change, the Company may request an increase in or resubmission of the deposit as appropriate. The Company may suspend service of the Customer until the Customer provides a deposit to the Company equal to two times the new expected monthly usage.

## 2.9 Advance Payments

For Customers whom the Company determines an advance payment is necessary, AMI reserves the right to collect an amount not to exceed two (2) months' 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, if necessary.

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

2.10 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes and fees or surcharges in addition to normal rates and charges for services provided to the customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this RTC, such taxes and fees are or surcharges are in addition to rates as quoted in this RTC and will be itemized separately on Customer invoices.

2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. 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 AMI's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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

## 2.12 Interconnection

- 2.12.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- 2.12.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this RTC and the other common carrier's tariffs or tariff equivalents.
- 2.12.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.
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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.13 Inspection, Testing and Adjustment

- 2.13.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this RTC are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.13.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this RTC.

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

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the 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.

Interruptions caused by Customer-provided or Company-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 LEC access.

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

2.15 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company, subject to any applicable term agreements. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

2.16 Refusal or Discontinuance by the Company

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.16.1 For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.

2.16.2 For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

2.16.3 For Lack of Use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after sixty (60) days the service has not been used.

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

## 2.16 Refusal or Discontinuance by the Company, (Cont'd.)

- 2.16.4 For any violation of law or of any of the provisions governing the furnishing of service under this RTC: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- 2.16.5 For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.16.6 For unauthorized or unlawful use of Travel Service numbers and Authorization Codes: Travel Service numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.17 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

2.18 8XX Numbers

2.18.1 The Company will make every effort to reserve "8XX" vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "8XX" number(s) will be available or assigned to the customer requesting the number.

2.18.2 If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 8XX service to another carrier (e.g., "porting" of the 8XX number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

2.18.3 8XX numbers shared by more than one Customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in Section 2.18.2, the Company will only honor Customer requests for change in Resp Org or 8XX service provider for 8XX numbers dedicated to the sole use of that single Customer.

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

2.19 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

2.19.1 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

2.19.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

2.19.3 The requirements of 2.19.1 and 2.19.2 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

2.20 Miscellaneous Rates and Charges

AMI may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental, quasi-governmental authorities, or the local exchange carriers to collect from or pay to others for changing access costs or certain regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, Property Tax surcharges, and compensation to payphone service providers for the use of their payphones to access AMI services.

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### SECTION 3 - SERVICE DESCRIPTIONS AND RATES

#### 3.1 General

AMI offers direct dialed (1+), inbound toll-free (8XX), and travel card services for communications originating and terminating within the United States under the terms of this RTC.

Direct dial service is offered from originating locations within the mainland United States. Calls may be placed to locations within the mainland United States, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam, and the Commonwealth of the Northern Mariana Islands (CNMI).

Inbound 8XX service is available to Customers served from locations within the mainland United States. Originating locations for calls placed to the Company's 8XX number services must be within the mainland United States, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

When a Customer elects to use the Company's travel card services, calls may be initiated from any location within the United States from which the caller can dial the appropriate access code(s). Calls may be placed to or from locations within the mainland United States, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands, and to locations in Guam and CNMI from locations within the mainland United States, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

Customers are billed based on their use of AMI's network and services. Charges may vary by service offering, mileage band, class of call, time of day, day of week, and/or call duration.

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## SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

## 3.2 Call Timing

Billing for calls placed over the Company's network is based in part on the duration of the call.

- 3.2.1 Timing for calls begins when a completed connection is established between the calling station and the called station.
  - 3.2.2 Chargeable time for all calls ends when the calling station hangs up. If the called station hangs up but the calling station does not, chargeable time ends when the connection is released by automatic timing equipment in the telecommunications network.
  - 3.2.3 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this RTC.
  - 3.2.4 For billing purposes, usage after the initial period varies by service and is specified by product or option in subsequent sections of this RTC. Partial increments are rounded up to the next whole increment.
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**SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)****3.3 Calculation of Distance**

Usage charges for any mileage sensitive products are based on the airline distance between the rate centers 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 rate centers, as defined in industry publications, in the following manner:

Step 1: Obtain the "V" and "H" coordinates for the rate centers serving the Customer's location and the called/calling station.

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

Step 3: Square the differences obtained in Step 2.

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

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

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

Formula:

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

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SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.4 Rate Periods

Unless otherwise specified, applicable rate periods (Day, Evening, Night/Weekend) are indicated in the chart below:

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

\* to, but not including

3.5 Recognized Holidays

Company recognizes the following holidays for the purposes of discounting usage rates in certain cases: Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day, Labor Day. Evening Rate Period rates for Holidays unless a lower rate would normally apply.

## SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

## 3.6 Service Offerings

## 3.6.1 AMI Switched Outbound Service

AMI Switched Outbound Service allows Customers to place direct dialed calls to terminating locations. Customers are presubscribed to AMI's designated network and access the service via switched access. Calls are placed by dialing "1+" and the destination telephone number, including the area code if applicable.

## 3.6.2 AMI Dedicated Outbound Service

AMI Dedicated Outbound Service allows Customers to place direct dialed calls to terminating locations. Customers access AMI through dedicated access facilities. Calls are placed by dialing "1+" and the destination telephone number, including the area code if applicable. All charges associated with the dedicated access facilities are the responsibility of the customer.

## 3.6.3 AMI Switched Inbound 800 Service

AMI Switched 800 Service is an inward WATS service. It permits termination of interstate and intrastate calls from diverse geographic locations to the customer's local exchange lines. With AMI's Switched 800 Service, the Customer is billed for the call rather than the call originator.

## 3.6.4 AMI Dedicated Inbound 800 Service

AMI Dedicated 800 Service is an inward WATS service. It permits termination of interstate and intrastate calls from diverse geographic locations to the customer's dedicated access facilities. With AMI's Dedicated 800 Service, the Customer is billed for the call rather than the call originator. All charges associated with the dedicated access facilities are the responsibility of the customer.

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## SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

## 3.6 Service Offerings, (Cont'd.)

## 3.6.5 AMI Travel Card Service

AMI Travel Card Service allows Customers to place direct dialed calls to terminating locations from locations other than their normal place of business. An 800 access number must be dialed to reach the Carrier. A customer-specific authorization code must also be dialed in addition to the destination telephone number. Two Travel Card Service pricing plans are available, Plan A and Plan B.

## 3.6.6 Directory Assistance

Directory Assistance is available to AMI Customers. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two request 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.

## 3.6.7 AMI Bonus Plan

No longer available.

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SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.7 Rates

3.7.1 AMI Switched Outbound Service

Calls are billed in six (6) second increments after the initial minimum period of thirty (30) seconds.

	Per Minute Rate	
Rate Period	Minimum	Maximum
DAY	\$0.0400	\$0.1200
EVENING	\$0.0400	\$0.1200
NIGHT/WEEKEND	\$0.0400	\$0.1200

3.7.2 AMI Dedicated Outbound Service

Calls are billed in six (6) second increments after the initial minimum period of thirty (30) seconds. The Customer is responsible for all charges associated with the dedicated access lines.

	Per Minute Rate	
Rate Period	Minimum	Maximum
DAY	\$0.0300	\$0.0800
EVENING	\$0.0300	\$0.0800
NIGHT/WEEKEND	\$0.0300	\$0.0800

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.7 Rates, (Cont'd.)

3.7.3 AMI Switched Inbound Service

Calls are billed in six (6) second increments after the initial minimum period of thirty (30) seconds.

Rate Period	Per Minute Rate	
	Minimum	Maximum
DAY	\$0.0400	\$0.1200
EVENING	\$0.0400	\$0.1200
NIGHT/WEEKEND	\$0.0400	\$0.1200

Monthly Fee, per 800 number: \$10.38

This includes the RESPORG administrative fees and SMS storage fees. These fees cover the costs to maintain the 8XX database and order process.

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.7 Rates, (Cont'd.)

3.7.4 AMI Dedicated Inbound Service

Calls are billed in six (6) second increments after the initial minimum period of thirty (30) seconds. The Customer is responsible for all charges associated with the dedicated access lines.

	Per Minute Rate	
Rate Period	Minimum	Maximum
DAY	\$0.0300	\$0.0800
EVENING	\$0.0300	\$0.0800
NIGHT/WEEKEND	\$0.0300	\$0.0800

Monthly Fee, per 800 number: \$25.38

This includes RESPORG administrative fees and SMS storage fees. These fees cover the costs to maintain the 8XX database and order process.

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.7 Rates, (Cont'd.)

3.7.5 AMI Travel Card Service - Plan A

Calls are billed in six (6) second increments after the initial minimum period of thirty (30) seconds.

	Per Minute Rate	
Rate Period	Minimum	Maximum
DAY	\$0.1500	\$0.2500
EVENING	\$0.1500	\$0.2500
NIGHT/WEEKEND	\$0.1500	\$0.2500

3.7.6 AMI Calling Card Travel Service - Plan B

Calls are billed in six (6) second increments after the initial minimum period of thirty (30) seconds. Plan B rates are not time of day sensitive:

	Per Minute Rate	
Rate Period	Minimum	Maximum
ALL	\$0.1300	\$0.2000

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES

4.1 Directory Assistance

Directory Assistance is available to Customers of AMI. 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.

Per Call Charge:

Per Request	\$0.69
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SECTION 4 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

4.2 Payphone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate, and international calls that originate from any domestic pay telephone used to access AMI services. This surcharge, which is in addition to standard usage charges and any applicable service charges and surcharges associated with AMI service, applies for the use of the instrument used to access AMI service and is unrelated to the AMI service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Payphone Compensation Charge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Payphone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Payphone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Payphone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Surcharge, per call	\$0.45
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## SECTION 4 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

## 4.3 Carrier Access Charge

The Carrier Access Charge is a per line monthly charge applicable to all lines that are presubscribed to the Company or the Company's underlying carrier(s), regardless of the particular service option selected by the Customer. The charge varies by type of line. It is the customer's responsibility to identify to the Company the relevant line type. In the absence of such identification, the Company will default to the Multi-line Business line rate per active channel. If the customer reports to the Company that it is being billed for the wrong line type, the Company, upon verification of the customer's claim, will credit the difference between the two rates for the previous three months of Carrier Access Charge billing. For centrex groups with fewer than 9 lines, the multi-line business charge will apply to the centrex group. The Company will pass through this charge to its Customers consistent with the following schedule.

It is the customer's responsibility to notify the Company if it is billed for an incorrect line type.

	<u>Monthly/Line or Trunk</u>
Multi-line Business	\$ 3.2500
Centrex	\$ 0.3600
ISDN PRI	\$16.2500

## 4.4 Universal Service Fund Pass-Through

In connection with the FCC's Universal Service Orders, AMI will pay a percentage of its retail revenues to support the Universal Service Fund (USF). AMI will pass-through the USF assessment to its customers by assessing a charge applicable against all retail interstate and international charges, including usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Company's service. The Company's Universal Service Fee factor will match the relevant quarterly Universal Service Contribution Factor approved by the FCC rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at [www.fcc.gov/ccb/universal\\_service/quarter.html](http://www.fcc.gov/ccb/universal_service/quarter.html). AMI will charge a fee to administer this program of .29 per account.

## 4.5 Federal Regulatory Cost Recovery Fee

The purpose of this fee is to recover costs incurred with regard to the national fund for TRS, national number portability, and federal regulatory fees.

Per Month: \$4.77 (I)

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## SECTION 5 - PROMOTIONS

### 5.1 General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

### 5.2 Demonstration of Service

From time to time the Company may demonstrate service for potential customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type and duration of service provided will be at the Company's discretion.

### 5.3 Comparable Pricing Promotion

AMI may, at its discretion, match certain standard or promotional offerings of other interexchange carriers or resellers in order to acquire new Customers or retain existing Customer accounts. The Customer must demonstrate to the Company's satisfaction that 1) an alternative service offering is valid and currently available from a competing interexchange carrier or reseller and 2) the Customer intends to either subscribe to or remain subscribed with the competing interexchange carrier or reseller.

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**SECTION 6 - CONTRACT SERVICES****6.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this RTC. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

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