Replaces Broadwing Telecommunications Inc. Tariff No. 2 in its entirety.

Cincinnati Bell Any Distance Inc.

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

ISSUED: July 20, 2004 EFFECTIVE: February 5, 2004

BY: Christopher J. Wilson.
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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.

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* - indicates those pages included with this filing

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SYMBOLS

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

C - Change in regulation or rate structure.

D - Delete or discontinue

I - Increase in rate.

M - Moved from another tariff location.

N - New rate or regulation.

R - Reduction in rate.

T - Change in text or regulation but no change in rate or charge.

TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.

B. Page Revisions - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page 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 of coding.

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D. Check Sheet - When a tariff is filed with the commission, an updated check sheet accompanies the filing. The check sheet lists the tariff pages, 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. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions

Application for Service - a standard order form which includes all pertinent billing, technical and other descriptive information which will enable the carrier to provide the communication service.

ASR (Access Service Request) - Service order processed to the underlying local exchange or interexchange carrier.

Authorization Code - a numerical code, one or more of which are assigned to a customer to enable a reseller to identify use of service on its account and to bill the customer accordingly for such service. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users on its account.

Authorized User - a person, firm, corporation or other entity authorized by the customer to receive or send communications.

Automatic Dialing Device - an apparatus provided by the carrier which, when attached to customer ' s telephone equipment, dials the carrier ' s facilities, emits an authorization code, and forwards the called number to the carrier ' s facilities.

Bandwidth - the total frequency band allocated for a channel.

Busy Hour - the two consecutive half hours during which the greatest volume of traffic is handled.

Cancellation of Order - a customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - Cincinnati Bell Any Distance Inc., unless specifically stated otherwise.

Casual Caller – A caller that has not affirmatively selected the Company as its choice of (N)
a long distance service provider in advance of placing a long distance call. (N)

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (continued)

1.1 Definitions: (continued)

Company - Cincinnati Bell Any Distance Inc., sometimes referred to as Acarrier.@

Completed Calls - calls answered at the distance end. If a customer is charged for an incomplete call, the Company will issue a one minute credit upon the customer's request.

Custom Account Coding - key, legend or table created by the customer for a unique project or account numbers for its private use.

Customer - the person, firm, corporation or other entity that orders or uses service and is responsible for payment of the rates and charges under a contract or this tariff.

Customer Premises Equipment - communications equipment located at the customer's premises. Such equipment may be provided by the customer or by The Company.

Day Rate Period - unless otherwise specified in this tariff, the Day Rate Period applies during the hours of 8:00 a.m. to, but not including 5:00 p.m., Monday through Friday.

Dedicated Port - a port on reseller's switch which is dedicated, at extra charge, to customer's exclusive use, and which is connected to the customer's premises by a private line furnished by the customer or the customer's serving local exchange company.

Delinquent or Delinquency - an account for which a bill or payment agreement for services or equipment has not been paid in full on or before the due date. Amounts due and unpaid after the due date may be subject to a late payment charge.

Disconnect - to render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Dialed Number Information Service (DNIS) - A toll free service option, under which Carrier electronically transmits to Customer, identifying digits (up to 10 digits) that indicate which number was dialed when multiple numbers terminate on the same trunk group.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (continued)

1.1 Definitions: (continued)

Evening Rate Period - unless otherwise specified in this tariff, the Evening Rate Period applies during the hours of 5:00 p.m. to, but not including 11:00 p.m., Sunday through Friday.

Excessive Call Attempt - a customer attempt to call over the carrier's network using an invalid authorization code during a measured 15 minute period, within which 10 or more incomplete call attempts are made by the customer from the same customer line, and where those attempts do not complete because the customer has not used a valid authorization code.

Expedite - The best effort acceleration of the installation date in advance of commitment date provided by the Company.

Holidays - for the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas day.

Holiday Rate Period - the evening rate will apply to calls made on the Company recognized holidays, provided, however, that calls made on holidays during the Night/Weekend Rate Period shall be billed at the lower of the Evening Rate and the Night/Weekend Rate.

Interexchange Utility - a utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

Local Distribution Area - metropolitan locations served by the Company which have been defined by the local exchange telephone company as a local calling area under its local exchange tariff.

Measured Use Service - the provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (continued)

1.1 Definitions: (continued)

Message - a completed telephone call by a customer or end user.

Network Terminal - any location where the Company provides services described herein.

Night/Weekend Rate Period - unless otherwise specified in this tariff, the Night/Weekend Rate Period applies during the hours of 11:00 p.m. to, but not including 8:00 a.m., Monday through Friday; all day Saturday; and from 8:00 a.m. to, but not including 5:00 p.m. Sunday.

Normal Business Hours - the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Physical Change - the modification of a circuit, dedicated access line, or port at the request of the customer requiring an actual material change.

Post-engineering - After provisioning of service elements.

Pre-engineering - Prior to provisioning of service elements.

Premises - the space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Rate - money, charge, fee or other recurring assessment billed to customers for services or equipment.

Routing Function - terminating number for toll free service may be designated by time of day, day of the week, region of originating ANI or percentage of calls.

Suspension - temporary disconnection or impairment of service which disables either outgoing or incoming toll communications services provided by the Company.

Speed Number - a signaling arrangement by which a customer may elect to dial a pre-programmed four-digit number in place of a designated ten-digit number.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (continued)

1.1 Definitions: (continued)

Terminal Equipment - telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system.

Toll Free Service - a service that provides long distance calling to a predesignated destination where charges are the responsibility of the call terminated party.

United States - the forty-eight contiguous United States and the District of Columbia.

Validated Account Codes - account codes that have restricted access.

1.2 Abbreviations:

CPE - Customer Premises Equipment

LATA - Local Access and Transport Area

LDA - Local Distribution Area

LEC - Local Exchange Carrier

MTS - Message Telecommunications Service

NSF - Non-sufficient funds

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal Coordinates

WATS- Wide Area Telephone Service

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

The Company provides long distance message telecommunications service to customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the customer accesses the Company directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis. The Company 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 Company's network. The customer shall be responsible for all charges due for such service arrangements.

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

2.2 Limitations on Service

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

2.2.2 The Company reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.3 To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this tariff, the tariff shall prevail.

2.2.4 Title to all equipment provided by the Company under this tariff remains with the Company.

SECTION 2 - REGULATIONS, (continued)

2.2 Limitations on Service, (continued)

2.2.5 The customer may not transfer or assign the use of service provided under this tariff except with the prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption in the use or location of the service, and all regulations and conditions contained in this tariff, as well as all conditions for service, shall apply to all such permitted assignees or transferees.

2.2.6 Customer may request Carrier to assign one or more sub-accounts for billing purposes, and to direct sub-account invoices to customer's affiliates or other designated entities for payment. Such requests shall not affect the liability of the customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by customer, whether invoiced by the Company to the customer, the customer's affiliates, or other designated entities.

2.3 Use of Service

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the customer, except where the customer is a duly authorized and regulated common carrier.

2.4 Limitation of Liability

2.4.1 In view of the fact that the customer has exclusive control of its communications over the facilities furnished by the Company, and other uses for which facilities may be furnished by the Company, and because of the unavoidableness of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the regulations and limitations specified herein.

SECTION 2 - REGULATIONS, (continued)

2.4 Limitation of Liability, (continued)

2.4.2 The Company's failure to provide or maintain facilities under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control, subject to the interruption allowance provisions under this tariff.

2.4.3 Defacement of premises - No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.

2.4.4 Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer or by any others, the customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the customer's premises and further the customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the customer; and against all other claims arising out of any act or omission of the customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company

SECTION 2 - REGULATIONS, (continued)

2.4 Limitation of Liability, (continued)

2.4.5 The Company ' s liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the Company ' s liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under this tariff as an allowance for interruptions. However, any such mistakes, omission, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer, or authorized user, or joint user, or which arise from the use of customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

2.4.6 The Company shall not be liable for any damages, including usage charges, that the customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the customer's premises, and the placement of calls through equipment controlled and/or provided by the customer, that are transmitted over the Company's network without the authorization of the customer. The customer shall be fully liable for all such usage charges.

SECTION 2 - REGULATIONS, (continued)

2.5 Interruption of Service

2.5.1 If a customer's service is interrupted other than by the negligence or willful act of the customer, and it remains out of order for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the customer shall be a pro rata part of the monthly recurring charges (but not for per minute or per call charges) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.

2.5.2 A credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify the carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the carrier terminal.

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Part 64, Sub-part D of the Federal Communications Commission's rules and Regulations which specifies the priority system for such activities.

SECTION 2 - REGULATIONS, (continued)

2.7 Customer Responsibility

2.7.1 All customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:

A. The customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of the Company's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.

B. When placing an order for service, the customer must provide:

1. The names and addresses of the persons responsible for the payment of service charges, and

2. The names, telephone numbers, and addresses of the customer contact persons.

C. The customer must pay the Company for the replacement or repair of the Company's equipment when the damage results from:

1. The negligence or willful act of the customer or user;

2. Improper use of service; and

3. Any use of equipment or service provided by others.

D. After receipt of payment for the damages, the Company will cooperate with the customer in prosecuting a claim against any third party causing damage.

SECTION 2 - REGULATIONS, (continued)

2.7 Customer Responsibility, (continued)

2.7.2 Upon reasonable notice, the equipment provided by the Company shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7.3 Deposits

Applicants or customers whose financial condition is not acceptable to the Company or is not a matter of general knowledge, may be required to make, at any time, a cash deposit up to an amount equaling two and one-half times (2.5x) one (1) month's actual or estimated charges for the purpose of guaranteeing final payment for service, in accordance with the rules of the Commission. Interest on cash deposits will be payable per the deposit rules and regulations prescribed by the Commission for the period during which the deposit is held. Such deposit will be refunded or credited to the customer upon termination or after one year of prompt payment for service.

2.7.4 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by the Company.

A. Credit allowances for failure of service or equipment starts when the customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.

B. The customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by the customer or in wiring or equipment connected to the terminal.

SECTION 2 - REGULATIONS, (continued)

2.7 Customer Responsibility, (continued)

2.7.4 Credit Allowance, (continued)

C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:

1. Interruptions of service resulting from the Company performing routine maintenance;

2. Interruptions of service for implementation of a customer order for a change in the service;

3. Interruption caused by the negligence of the customer or an authorized user;

4. Interruptions of service because of the failure of service or equipment due to the customer or authorized user provided facilities.

2.7.5 Cancellation by Customer

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

SECTION 2 - REGULATIONS, (continued)

2.7 Customer Responsibility, (continued)

2.7.6 Payment and Charges for Services

Charges for service are applied on a recurring and nonrecurring basis. Service is provided and billed on a monthly basis. Service continues to be provided until disconnection is requested by the customer in writing, or until canceled by the Company pursuant to this tariff.

A. Payment of Charges

Payment will be due upon receipt of the statement. A payment is considered delinquent thirty (30) days after rendition of the bill. A bill is considered rendered when deposited in the U.S. Mail for delivery to customer's last known address.

1. The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2. Service may be denied or discontinued by the Company for non-payment of past due or delinquent amounts due the Company. Restoration of service will be subject to all applicable installation charges. Disconnection may not occur before thirty (30) days from invoice and the Company must give five (5) days written notice before any disconnection can occur.

2.7.7 Application of Rates

The rates for service are those in effect for the period that service is furnished.

SECTION 2 - REGULATIONS, (continued)

2.8 Responsibility of the Company

2.8.1 Calculation of Credit Allowance Under the limitations of section 2.7.4, when service is interrupted the credit allowance will be computed on the following basis.

A. No credit shall be allowed for an interruption of less than two hours.

B. The customer shall be credited for an interruption of two hours or major fraction thereof that the interruption continues.

C. Where there has been an outage, and a minimum usage charge applies, and the customer fails to meet the minimum usage, a credit shall be applied against that minimum. The credit shall equal 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues.

2.8.2 Cancellation of Credit

Where the Company cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

SECTION 2 - REGULATIONS, (continued)

2.8 Responsibility of the Company, (continued)

2.8.3 Disconnection of Service by the Company

Upon five (5) days written notice, the Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

A. Non-payment of any sum due to the Company for service for more than thirty days beyond the date of rendition of the bill for such service;

B. Violation of any regulation governing the service under this tariff;

C. Violation of any law, rule, or regulation of an government authority having jurisdiction over the service; or

D. The Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

E. Customer uses equipment is such a manner as to adversely affect the Company ' s equipment or service to others.

2.8.4 Fractional Charges

Charges for a fractional part of a month (which follows a full month) are calculated by counting the number of days remaining in the billing period after service is furnished or has been discontinued. The number of days remaining in the billing period are counted starting with the day after the service was furnished or discontinued. Divide that figure by thirty days. The resultant fraction is then multiplied by the monthly charge to arrive at the fractional monthly charge.

2.8.5 Insufficient Fund Checks

Customers will be charged $20.00 on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g. a bank error).

SECTION 2 - REGULATIONS, (continued)

2.9 Taxes and Fees

2.9.1 All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the customer's bill.

2.9.2 To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.9.4 The Company may adjust its rates or impose additional rates on its customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's services.

2.9.5 South Carolina Universal Service Fund (SCUSF) Charge

Services provided pursuant to this Tariff are subject to an undiscountable monthly South Carolina Universal Service Charge. Based on billing availability, the SCUSF charge is applied to the Customer's total net intrastate charges for calls that both originate and terminate and are billed within the State of South Carolina, after application of all applicable discounts and credits after October 1, 2001. Intrastate charges are assessed the SCUSF Charge at the rate ordered by the South Carolina Public Service Commission.

SECTION 3 - LONG DISTANCE SERVICES

3.1 Timing of Calls

3.1.1 The customer's monthly usage charges for the Company service are based upon the total number of minutes the customer uses and the service options to which the customer subscribes. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when the either party 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 within the telecommunications network.

3.1.2 No charges apply if a call is not completed.

3.2 Start of Billing

For billing purposes, the start of service is the day following acceptance by the customer of the Company's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this tariff.

3.3 Interconnection

Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the Company. Service technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other carriers. Any special interface equipment of the Company and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The customer is responsible for taking all necessary legal steps for inter connecting its customer-provided terminal equipment or communications systems with the Company's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.4 Terminal Equipment

The Company's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinter, handsets, or data sets. 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 its premises, including customer personnel, wiring, electrical power, and the like incurred in its use of the Company's service.

The customer shall ensure that its terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other customers.

If the customer fails to maintain and operate its terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment or personnel, or impairment to the quality of service to other customers, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, the Company may, upon written notice, terminate the customer's service.

SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are currently being used within the industry.

Formula:

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D (1+) services. The Company will engineer its switching systems on the basis that ninety-nine percent (99%) of the customers accessing their system will be served during the busy hour.

3.7 Special Service Arrangements

Special Service Arrangement charges will be based on the estimated cost of furnishing such services including the cost of operating and maintaining such a service, the cost of equipment and materials used in providing such a service, the cost of installation including engineering, labor supervision, transportation, and the cost of any other specific item associated with the particular Special Service Arrangement request.

SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.8 General

The Company offers Message Telecommunications Service or MTS, Inbound 800 (C)
Service, Calling Card Service and Operator Assisted calling programs. The customer's (C)
total monthly use of Carrier's service is charged at the applicable rates per minute set forth herein.

3.8.1 Message Telecommunications Service (MTS)

MTS or 1+ dialing is achieved by when the LEC programs the customer's telephone lines to automatically route 1+ calls to the Company's network. Service is billed in six (6) second increments with a minimum of 30 seconds for business services and (60) second increments with a minimum of 60 seconds for (T)
residential service. (T)

3.8.2 Toll Free (i.e., 800/888) Service

Toll Free Service is inbound telecommunications service which permits calls to be completed to the customer's location without charge to the calling party. Access to the service is gained by dialing a ten-digit telephone number which terminates at the customer's location. Toll Free Services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

The Company will accept a prospective Toll Free Service at customer's request for up to ten (10) toll free telephone numbers and will reserve such numbers on a first-come first-served basis. All request for Toll Free Service number reservations must be written, dated and signed by the customer. The Company does not guarantee the availability of numbers until assigned. The requested Toll Free Service telephone numbers, if available, will be reserved for and furnished to the customer.

If a customer who has received a Toll Free Service number does not subscribe to Toll Free Service within thirty (30) days, the Company reserves the right to re-assign the number to another customer.

SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.8 General, (continued)

3.8.3 Calling Card Service (T)

Calling Card Service allows subscribers who are away from home or office to place (T)
calls by gaining access to the Company's network via an 800 number. Calling Card (T)
Service is provided upon request to presubscribed customer and is not a stand-alone product.

3.8.4 Directory Assistance

Listed telephone numbers will be provided to requesting customers at a per call charge.

** Certain material previously located on this page is now found on Page 27.1*

SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.8 General, (continued)

3.8.5 [Reserved] (T)(D)

(D)

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SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.8 General, (continued)

3.8.5 [Reserved] (T)(D)

(D)

3.8.6 [Reserved] (T)(D)

(D)

BY: D. Scott Ringo Jr.
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Cincinnati, Ohio 45201-2301

SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.9 Usage Charges and Billing Increments

3.91 Usage Charges

Usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer ' s location.

3.9.2 Billing Increments

Unless specifically stated in the product description, usage is billed in six (6) second increments.

3.10 Casual Calling Plan (N)

Allows an end user who does not have a current account with the Company, to have access to the Company's network and the subsequent use of service. Access is obtained by dialing the Company's access code.

Maximum Per Minute Rate: $040 (N)

SECTION 3 - LONG DISTANCE SERVICES, (continued)

(T)

3.11 Pay Telephone (Payphone) Surcharge

A surcharge shall be assessed for each call made from a pay telephone to a Company-provided toll-free number or placed by using a Company-provided calling card. This charge is to compensate the Company for the Federal Communications Commission assessment which is paid by the Company to pay telephone service providers for the use of their pay telephone instruments.

	MAXIMUM RATES
Per Call Charge:	$0.50

SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.13 Calling Card Services (T)

Per Minute Rates (unless stated otherwise in toll plan rates)

	MAXIMUM RATES
Residence	0.50/minute
Business	0.50/minute
Surcharge	
Domestic	1.40 per call (T)

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SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.13 Toll Free (i.e., 800/888) Service Rates (N)(D)

	MAXIMUM RATES
Monthly Service Charge	15.00
Time of Day Routing Service:	200.00 per setup, change or removal
Area Code blocking:	200.00 per setup, change or removal
800 Directory Service:	Monthly Service Charge – 20.00 Initial Charge – 30.00 (N)(D)

3.14 [Reserved for future use]

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SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.15 Operator Services

With respect to the provision of operator services, Cincinnati Bell Any Distance Inc. shall (T)
not charge rates any greater than AT&T's intrastate rates, plus any Commission approved property imposed fees, at the time the call is completed.

SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.16 Residential Toll Plans (N)(D)

3.16.1 Service Descriptions

3.16.1.1 AnyTime 500 (Product 64)
For a monthly service fee, customers subscribing to this plan will receive 500 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 500 minutes. Plan includes one inbound 8XX number and a calling card. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

3.16.1.2 AnyTime 750 (Product 189)
For a monthly service fee, customers subscribing to this plan will receive 750 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 750 minutes. Plan includes one inbound 8XX number and a calling card. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

3.16.1.3 AnyTime 1000 (Product 198)
For a monthly service fee, customers subscribing to this plan will receive 1000 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 1000 minutes. Plan includes one inbound 8XX number and a calling card. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

3.16.1.4 Basic II (Product 368)
Customers subscribing to this plan will be charged per minute rate on Intrastate 1+ outbound service. There is a monthly, minimum usage charge associated with this plan. Calls that will be applied to the minimum usage include inbound and outbound toll calls, calling card calls; collect calls, and operator-assisted calls. Plan includes a calling card.

(N)(D)

SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.16 Residential Toll Plans (Continued) (N)(D)

3.16.1 Service Descriptions (Continued)

3.16.1.5 AnyTime 100 (Product 591)
For a monthly service fee, customers subscribing to this plan will receive 100 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 100 minutes. Plan includes one inbound 8XX number and a calling card. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

3.16.1.6 AnyTime 5000 (Product 597)
For a monthly service fee, customers subscribing to this plan will receive 5000 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 5000 minutes. Plan includes one inbound 8XX number and a calling card. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

3.16.1.7 AnyTime 375 (Product 951)
For a monthly service fee, customers subscribing to this plan will receive 375 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 375 minutes. Plan includes one inbound 8XX number and a calling card. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

(N)(D)

SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.16 Residential Toll Plans (Continued) (N)(D)

3.16.2 Maximum Rates and Charges

3.16.2.1 AnyTime 500 (Product 64)

	Rates Per Minute
1+ Outbound	$0.12
8XX Inbound	0.12

Monthly Service Fee: $40.00
Outbound rate applies after the first 500 domestic direct dialed minutes

3.16.2.2 AnyTime 750 (Product 189)

	Rates Per Minute
1+ Outbound/8XX Inbound	$0.12
8XX Inbound	0.12

Monthly Service Fee: $60.00
Outbound rate applies after the first 750 domestic direct dialed minutes

3.16.2.3 AnyTime 1000 (Product 198)

	Rates Per Minute
1+ Outbound	$0.12
8XX Inbound	0.12

Monthly Service Fee: $80.00
Outbound rate applies after the first 1000 domestic direct dialed minutes

3.16.2.4 Basic II (Product 368)

	Rates Per minute
1+ Outbound	$0.20
8XX Inbound	0.30

Monthly minimum usage charge: $12.00 (N)(D)

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SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.16 Residential Toll Plans (Continued) (N)(D)

3.16.2 Maximum Rates and Charges (Continued)

3.16.2.5 AnyTime 100 (Product 591)

	Rates Per minute
1+ Outbound	$0.14
8XX Inbound	0.14

Monthly Service Fee: $20.00
Outbound rate applies after the first 100 domestic direct dialed minutes

3.16.2.6 AnyTime 5000 (Product 597)

	Rates Per minute
1+ Outbound	$0.12
8XX Inbound	0.12

Monthly Service Fee: $400.00
Outbound rate applies after the first 5000 domestic direct dialed minutes

3.16.2.7 AnyTime 375 (Product 951)

	Rates Per minute
1+ Outbound	$0.14
8XX Inbound	0.14

Monthly Service Fee: $30.00
Outbound rate applies after the first 375 domestic direct dialed minutes (N)(D)

SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.17 Business Toll Plans (N)(D)

3.17.1 Service Descriptions

3.17.1.1 AnyTime 500 (Product 391)
For a monthly service fee, customers subscribing to this plan will receive 500 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 500 minutes. Plan includes one inbound 8XX number and a calling card. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

3.17.1.2 AnyTime 750 (Product 393)
For a monthly service fee, customers subscribing to this plan will receive 750 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 750 minutes. Plan includes one inbound 8XX number and a calling card. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

3.17.1.3 AnyTime 1000 (Product 395)
For a monthly service fee, customers subscribing to this plan will receive 1000 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 1000 minutes. Plan includes one inbound 8XX number and a calling card. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

3.17.1.4 Business Basic II (Product 358) – Business
Customers subscribing to this plan will be charged a per minute rate on Intrastate 1+ outbound service. There is a monthly, minimum usage charge associated with this plan. Calls that will be applied to the minimum usage include inbound and outbound toll calls, calling card calls; collect calls, and operator-assisted calls. Plan includes a calling card. (N)(D)

SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.17 Business Toll Plans (Continued) (N)(D)

3.17.1 Service Descriptions (Continued)

3.17.1.5 AnyTime 100 (Product 593)
For a monthly service fee, customers subscribing to this plan will receive 100 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 100 minutes. Plan includes one inbound 8XX number and a calling card. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

3.17.1.6 AnyTime 375 (Product 948)
For a monthly service fee, customers subscribing to this plan will receive 375 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 375 minutes. Plan includes one inbound 8XX number and a calling card. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

3.17.1.7 AnyTime 4000 (Product 475)
For a monthly service fee, customers subscribing to this plan will receive 4000 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 4000 minutes. Plan includes one inbound 8XX number and a calling card. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request. (N)(D)

SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.17 Business Toll Plans (Continued) (D)(N)

3.17.2 Maximum Rates and Charges

3.17.2.1 AnyTime 500 (Product 391)

	Rates Per Minute
1+ Outbound	$0.12
8XX Inbound	0.12

Monthly Service Fee: $40.00
Outbound rate applies after the first 500 domestic direct dialed minutes

3.17.2.2 AnyTime 750 (Product 393)

	Rates Per Minute
1+ Outbound	$0.12
8XX Inbound	0.12

Monthly Service Fee: $60.00
Outbound rate applies after the first 750 domestic direct dialed minutes

3.17.2.3 AnyTime 1000 (Product 395)

	Rates Per Minute
1+ Outbound	$0.12
8XX Inbound	0.12

Monthly Service Fee: $80.00
Outbound rate applies after the first 1000 domestic direct dialed minutes

3.17.2.4 Business Basic II (Product 358)

	Rates Per minute
1+ Outbound	$0.18
8XX Inbound	0.30

Monthly minimum usage charge: $12.00 (D)(N)

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SECTION 3 - LONG DISTANCE SERVICES, (continued)

3.17 Business Toll Plans (Continued) (D)(N)

3.17.2 Maximum Rates and Charges (Continued)

AnyTime 100 (Product 593)

	Rates Per minute
1+ Outbound	$0.14
8XX Inbound	0.14

Monthly Service Fee: $20.00
Outbound rate applies after the first 5000 domestic direct dialed minutes

AnyTime 375 (Product 948)

	Rates Per minute
1+ Outbound	$0.14
8XX Inbound	0.14

Monthly Service Fee: $30.00
Outbound rate applies to calls after the first 375 domestic direct dialed minutes

AnyTime 4000 (Product 475)

	Rates Per minute
1+ Outbound	$0.08
8XX Inbound	0.08

Monthly Service Fee: $300.00
Outbound rate applies after the first 4000 domestic direct dialed minutes

(D)(N)

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SECTION 4 – [Reserved] (C)

SECTION 4 – [Reserved] (C)

SECTION 4 – [Reserved] (C)

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SECTION 4 – [Reserved] (C)

SECTION 4 – [Reserved] (C)

SECTION 4 – [Reserved] (C)

SECTION 4 – [Reserved] (C)

SECTION 4 – [Reserved] (C)

SECTION 4 – [Reserved] (C)

SECTION 5 – [Reserved] (C)

SECTION 5 – [Reserved] (C)

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SECTION 5 – [Reserved] (C)

SECTION 5 – [Reserved] (C)

SECTION 5 – [Reserved] (C)

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SECTION 5 – [Reserved] (C)

SECTION 6 - OBSOLETE SERVICE OFFERINGS

The services in this Section are available only to existing customers. Upon expiration of the contract term, existing customers my either elect to continue these services at these rates or may subscribe to the then current service offerings under preceding paragraphs of this tariff.

6.1 [Reserved] (C)

SECTION 6 – [Reserved] (C)

SECTION 6 – [Reserved] (C)

SECTION 6 – [Reserved] (C)

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SECTION 6 – [Reserved] (C)

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SECTION 6 – [Reserved] (C)

SECTION 6 – [Reserved] (C)

SECTION 6 – [Reserved] (C)

SECTION 6 – [Reserved] (C)

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SECTION 6 – [Reserved] (C)

SECTION 6 – [Reserved] (C)

SECTION 6 – [Reserved] (C)

SECTION 6 – [Reserved] (C)

SECTION 6 – [Reserved] (C)

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SECTION 6 – [Reserved] (C)

SECTION 6 – [Reserved] (C)

SECTION 6 – [Reserved] (C)

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SECTION 6 – [Reserved] (C)

SECTION 6 – [Reserved] (C)

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SECTION 6 – [Reserved] (C)

SECTION 6 – [Reserved] (C)

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SECTION 6 – [Reserved] (C)

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SECTION 6 – [Reserved] (C)

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SECTION 6 – [Reserved] (C)

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SECTION 6 – [Reserved] (C)

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SECTION 6 – [Reserved] (C)

SECTION 7 - PROMOTIONS

(D)

(D)

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CURRENT RATES

1. Casual Calling Plan (N)

Per Minute Rate: $020 (N)

2. Pay Telephone (Payphone) Surcharge

Per Call Charge: $0.50

CURRENT RATES

3. Calling Card Services (T)

Per Minute Rates (unless stated otherwise in toll plan rates)

Residence	0.25/minute
Business	0.23/minute
Surcharge	
Domestic	.69 per call (T)

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CURRENT RATES

4. Toll Free (i.e., 800/888) Service Rates (N)(D)

Monthly Service Charge	7.50	
Time of Day Routing Service:	100.00 per setup, change or removal	
Area Code blocking:	100.00 per setup, change or removal	
800 Directory Service:	Monthly Service Charge – 13.69 Initial Charge – 15.00	(N)(D)

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CURRENT RATES

5. Directory Assistance Charge (M)

Per Call Charge $0.99 (M)

Material previously located on sheet 7.

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CURRENT RATES

6. Residential Toll Plan Rates and Charges (N)(D)

6.1 AnyTime 500 (Product 64)

	Rates Per Minute
1+ Outbound	$0.06
8XX Inbound	0.06

Monthly Service Fee: $20.00
Outbound rate applies after the first 500 domestic direct dialed minutes

6.2 AnyTime 750 (Product 189)

	Rates Per Minute
1+ Outbound/8XX Inbound	$0.06
8XX Inbound	0.06

Monthly Service Fee: $30.00
Outbound rate applies after the first 750 domestic direct dialed minutes

6.3 AnyTime 1000 (Product 198)

	Rates Per Minute
1+ Outbound	$0.06
8XX Inbound	0.06

Monthly Service Fee: $40.00
Outbound rate applies after the first 1000 domestic direct dialed minutes

6.4 Basic II (Product 368)

	Rates Per minute
1+ Outbound	$0.10
8XX Inbound	0.15

Monthly minimum usage charge: $5.95 (N)(D)

CURRENT RATES

6. Residential Toll Plan Rates and Charges (continued)

6.5 AnyTime 100 (Product 591) (N)(D)

	Rates Per minute
1+ Outbound	$0.07
8XX Inbound	0.07

Monthly Service Fee: $10.00
Outbound rate applies after the first 100 domestic direct dialed minutes

6.6 AnyTime 5000 (Product 597)

	Rates Per minute
1+ Outbound	$0.06
8XX Inbound	0.06

Monthly Service Fee: $200.00
Outbound rate applies after the first 5000 domestic direct dialed minutes

6.7 AnyTime 375 (Product 951)

	Rates Per minute
1+ Outbound	$0.07
8XX Inbound	0.07

Monthly Service Fee: $15.00
Outbound rate applies after the first 375 domestic direct dialed minutes (N)(D)

CURRENT RATES

7. Business Toll Plan Rates and Charges

7.1 AnyTime 500 (Product 391)

	Rates Per Minute	
1+ Outbound	$0.06	(N)(D)
8XX Inbound	0.06	

Monthly Service Fee: $20.00
Outbound rate applies after the first 500 domestic direct dialed minutes

7.2 AnyTime 750 (Product 393)

	Rates Per Minute
1+ Outbound	$0.06
8XX Inbound	0.06

Monthly Service Fee: $30.00
Outbound rate applies after the first 750 domestic direct dialed minutes

7.3 AnyTime 1000 (Product 395)

	Rates Per Minute
1+ Outbound	$0.06
8XX Inbound	0.06

Monthly Service Fee: $40.00
Outbound rate applies after the first 1000 domestic direct dialed minutes

7.4 Business Basic II (Product 358)

	Rates Per minute
1+ Outbound	$0.09
8XX Inbound	0.15

Monthly minimum usage charge: $5.95 (N)(D)

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CURRENT RATES

7. Business Toll Plan Rates and Charges (Continued) (M)(N)

7.5 AnyTime 100 (Product 593)

	Rates Per minute
1+ Outbound	$0.07
8XX Inbound	0.07

Monthly Service Fee: $10.00
Outbound rate applies after the first 5000 domestic direct dialed minutes

7.6 AnyTime 375 (Product 948)

	Rates Per minute
1+ Outbound	$0.07
8XX Inbound	0.07

Monthly Service Fee: $15.00
Outbound rate applies to calls after the first 375 domestic direct dialed minutes

7.7 AnyTime 4000 (Product 475)

	Rates Per minute
1+ Outbound	$0.0375
8XX Inbound	0.0375

Monthly Service Fee: $150.00
Outbound rate applies after the first 4000 domestic direct dialed minutes (M)(N)

Material located on this page has been moved to page sheet 9.

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CURRENT RATES

8. Operator Services (T)(M)

Per Minute Rates:

$0.67(I)

Operator Assisted Surcharges:

Customer Dialed Calling Card Station	$1.75(I)	
Operator Dialed Calling Card	$5.50(I)	
Operator Station	$11.00(I)	
Billed to Third Party	$9.99(I)	
Person-to-Person	$11.00(I)	(M)

Material on this page was previously located on sheet 8.

CURRENT RATES

(D)

(D)

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CURRENT RATES

(D)

(D)

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