

VERMONT
INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF
WiMacTel, Inc.

This pricing guide contains the descriptions, regulations and rates applicable to the provision of interexchange telecommunications, including operator assisted services, by WiMacTel, Inc. within the State of Vermont. This pricing guide is on file with the Vermont Public Service Board ("VPSB") and copies may be inspected, during normal business hours, at the VPSB and at the Company's principal place of business.

CHECK SHEET

Pages of this pricing guide, 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 pricing guide and are currently in effect as of the date on the bottom of this page.

| PAGE | REVISION | | PAGE | REVISION | | PAGE | REVISION | |
|-------------|----------------------|---|-------------|-----------------|--|-------------|----------------------|---|
| 1 | Original | | 15 | Original | | 28 | Original | |
| 2 | 1 st Rev. | * | 16 | Original | | 29 | Original | |
| 3 | Original | | 17 | Original | | 30 | Original | |
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| 5 | Original | | 19 | Original | | 31.1 | Original | * |
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* - indicates those pages included with this filing

SYMBOLS

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

- (C) - To signify a changed listing, rule or condition which may affect rates or charges.
- (D) - To signify discontinued or deleted material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (M) - To signify material relocated from or to another part of this Pricing Guide with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the pricing guide. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the VPSB. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
- D. Check Sheet** - When a pricing guide filing is made with the VPSB, an updated Check Sheet accompanies the pricing guide filing. The Check Sheet lists the pages contained in the pricing guide, with a cross reference to the current revision number. When new pages 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 page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.)

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

Access - Access to Legacy's services are provided by one or more or a combination of the following methods: 800, 950 and 10XXXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this pricing guide.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Billed Party - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Travel Card call or other credit card call (herein collectively the "Card"), the person or entity responsible for payment is the Customer of record of the Travel Card or other valid and acceptable Card used. In the case of a collect or third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the intrastate call. In all Operator Assisted calls not involving Cards, third party calls, collect calls or Room Charge calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone services at the telephone used to originate the intrastate call.

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

Calling Card Call - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Common Carrier - A company or entity providing telecommunications services to the public.

Company or Carrier - WiMacTel, Inc. unless otherwise clearly indicated by the context.

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this pricing guide.

Customer - Provided Facilities - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator. Intrastate direct dial calls must be dialed with an access code preceding the direct dialed number, i.e. access code + the destination telephone number.

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed and operator assisted intrastate switched service to the Customer for the completion of intrastate voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Vermont.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

Measured Charge - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

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

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

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

Point(s) of Presence - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Special Access Service - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, make telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

VPSB - refers to the Vermont Public Service Board

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The regulations, rules and conditions set forth in this Pricing Guide apply to the provision of intrastate telecommunications services furnished within the State of Vermont by WiMacTel, Inc. subject to the jurisdiction of the Vermont Public Service Board.

Service is offered to residential and business Customers of the Company to provide direct dialed (via an access code) and operator assisted calls originating and terminating partially or wholly within the State of Vermont, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this pricing guide. In the event of a conflict between a contract entered into by the Company and this pricing guide, the terms of this pricing guide shall prevail.

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

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.2 Limitations**

- 2.2.1** Service is offered subject to the availability of the necessary facilities and subject to the provisions of this pricing guide.
- 2.2.2** WiMacTel may discontinue or limit service in accordance with VPSB Rule 3.300 for residential customers or 3.400 for business customers when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this pricing guide, or in violation of the law.
- 2.2.3** 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 connections.
- 2.2.4** All services and facilities provided under this pricing guide are directly or indirectly controlled by WiMacTel and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this pricing guide shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

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

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of Company

2.4.1 The Company's liability for damages arising out of any failure of service shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

2.4.2 The Company is not liable for any act or omission of any entity, other than employees or agents of the Company, furnishing facilities or services connected with or provided in conjunction with the Company's services.

2.5 Deposits

The Company does not collect deposits from customers.

2.6 Advance Payments

The Company does not require advance payments from customers.

2.7 Taxes

All federal state and local taxes sales including the Vermont Universal Service Fund Surcharge are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.8 Payment and Credit Regulations****2.8.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

2.8.2 Payment for Service

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by WiMacTel or its intermediary with the applicable telephone company.
- (B) Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.
- (D) Charges for direct dialed calls (via an access code) will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (E) Any applicable federal, state and local use, excise, sales or privileges taxes or other governmentally imposed surcharges on telecommunications service.
- (F) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (G) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.8 Payment and Credit Regulations, (Cont'd.)****2.8.2 Payment for Service, (cont'd.)**

- (H) A delinquent account may subject the Customer's service to disconnection. The Company is responsible for notifying the Customer in accordance with VPSB Rule 3.300 for residence customers or 3.400 for business customers.
- (I) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (J) In the event the Company must employ the services of attorneys for collection of charges due under this pricing guide or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs as awarded by the court.
- (K) WiMacTel will not bill for unanswered calls. In the event that an unanswered call is inadvertently billed, WiMacTel will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (L) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.9 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this pricing guide or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

2.10 Billing Entity Conditions & Bill Disputes

When billing functions on behalf of WiMacTel are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges.

In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact WiMacTel directly. If there is still a disagreement about the disputed amount after investigation and review by WiMacTel or other service provider, the Billed Party may contact the Consumer Affairs and Public Information Division of the Department of Public Service at 112 State Street, Drawer 20, Montpelier, VT 05620-2601 or by calling 1-800-622-4496 from within Vermont or by calling 1-802-828-2332. TTY/TDD users may call 1-800-734-8390.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.11 Compliance with Regulatory Requirements**

The Company may discontinue service in accordance with VPSB Rule 3.300 for residential customers or 3.400 for business customers. The Company may limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the VPSB as filed and approved by the VPSB.

2.12 Interconnection

The Company may interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

2.13 Denial of Access to Service by the Company

The Company may deny access to service or terminate service in accordance with VPSB Rules.

2.14 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected for non-payment, the Customer shall be continue to remain responsible and liable for all unpaid charges due and owed to the Company.

2.15 Reinstitution of Service

The Company will reconnect service upon Customer request in accordance with VPSB Rules.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.16 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

2.17 Inspection, Testing and Adjustment

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

2.18 Reservation of Toll Free Numbers

WiMacTel will make every effort to reserve "vanity" toll free numbers on the Customer's behalf, but makes no warranty or guarantee that the "vanity" number(s) will be available for use by the Customer.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.19 Responsibilities of the Subscriber**

- 2.19.1** The Subscriber is responsible for placing any necessary orders, for complying with pricing guide regulations, and for ensuring that Authorized Users comply with pricing guide regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.19.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by WiMacTel on the Subscriber's behalf.
- 2.19.3** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and WiMacTel when required for Legacy.
- 2.19.4** The Subscriber shall ensure that it complies with Part 68 of the Code of Federal Regulations, and that the signals from its premises do not injure personnel, or degrade service to other Subscribers.
- 2.19.5** If the Subscriber fails to maintain connections to Legacy's system properly, with resulting imminent harm to Legacy's, personnel, or the quality of Service to other Subscribers or Customers, WiMacTel may, upon written notice, require the use of protective network components at the Subscriber's expense. If this fails to produce satisfactory quality and safety, WiMacTel may, upon written notification, terminate the Subscriber's service.
- 2.19.6** The Subscriber must pay WiMacTel for replacement or repair of damage of Legacy's network caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of services provided by the Subscriber, Authorized Users, or others.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.20 Responsibilities of Authorized Users**

- 2.20.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this pricing guide as well as all rules and regulations of the VPSB and the FCC.
- 2.20.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.20.3** The Authorized User is responsible for providing WiMacTel with a valid method of billing for each call. WiMacTel may validate the method of billing through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or WiMacTel may refuse to place the call.

SECTION 3.0 - DESCRIPTION OF SERVICE

3.1 General

WiMacTel offers direct dialed, inbound toll free service, operator services, travel card and directory assistance services for communications originating and terminating within the State of Vermont under terms of this pricing guide.

SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.2 Calculation of Distance**

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

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's premise and that of the destination point is calculated by using the industry standard "V" and "H" coordinates.

- Step 1:** Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2:** Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.
- Step 3:** Square the differences obtained in Step 2.
- Step 4:** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5:** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6:** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

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

SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Timing of Calls**

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

3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.3.2 Chargeable time for all calls ends when one of the parties disconnects from the call.

3.3.3 Minimum call duration and call timing increments for billing purposes is specified on a per-product basis in this pricing guide.

3.3.4 Usage charges are computed and rounded up to the nearest penny on a per call basis.

3.3.5 There is no billing applied for incomplete calls.

3.4 Rate Periods

The Company's services are not time of day or day of week sensitive. The same rates apply 24 hours per day, seven (7) days per week.

SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.5 Operator Services

3.5.1 Determination of Charges

The charges for Operator Services are determined by the:

- distance between applicable rate centers
- time of day and day of week
- duration of call
- class of call

All calls are billed based upon the actual billing increments as defined in each specific rate table.

3.5.2 Classes of Services

Service is offered on a Customer Dialed Calling Card Station, Operator Station, and Person-to-Person basis.

SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.5 Operator Services, (Cont'd.)****3.5.3 Application of Operator Services Rates**

The total charge for each completed operator assisted call consists of the following charge elements: (a) a measured usage charge dependent on the duration, distance and time of day of the call; (b) a fixed Operator Service charge and/or surcharge for operator assisted calls, which will be dependent on the type of billing selected (i.e., calling card, third party or other) and/or the completion restriction selected (i.e. station-to-station or person-to-person). The usage charge element is specified as a rate per minute that applies to each minute of call duration, with a minimum charge for each call of one minute, and fractional minutes of use thereafter counted as one full minute or a portion thereof (incremental billing).

3.5.4 Location Fee

A fee may be imposed in addition to the rates and charges selected by the Aggregator. The combination of service charges, usage charges and Location Fee may be limited by the Company to comply with FCC rules and orders or to insure that the resulting rates and charges are just and reasonable as determined by the Company.

SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.5 Operator Services, (Cont'd.)****3.5.5 WiMacTel Operator Services**

A service provided to host locations for use by transient End users. This service anticipates the provision of Operator Services and/or billing options. Service is offered under this Tariff to Aggregators throughout the United States for interstate calling. Calls are routed over transmission and switching facilities of the underlying carrier to any valid NPA-NXX in the United States.

Calls are measured as described in Sections in this tariff and rated based on time of day, call duration and mileage. Per-minute usage sensitive charges, as well as per-call operator service charges apply.

1 Operator Service Call Types

Credit Card - A service whereby the End User placing the call bills the call to a commercial credit card, such as MasterCard, VISA, American Express or Diners Club

Telco Card - A service whereby the End User placing the calls bills the call to a Telephone Company issued Calling Card, with or without Operator Assistance.

Operator Station - A service whereby the End User places a station to station call which is billed via credit card, calling card, collect or third party with the assistance of an operator (live or automated)

Person-to-Person - A service whereby the End User originating the call specifies a particular person to be reached, or a particular station, room number, department, of office to be reached through a PBX attendant. A Person-to-Person call may be billed to the called party, a third number, a credit card or a calling card.

Time and Charges - A service whereby the End User requests the Company to monitor the start and stop time of a call for the purpose of on-site payment and/or other call accounting purposes.

SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.6 Directory Assistance Service**

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

3.6.1 Call Completion Service

The Company Directory Assistance operator, or automated attendant, will complete the call to the number requested by the Customer without requiring the Customer to redial the number. A Directory Assistance Call Completion charge applies for this service. This charge is in addition to the charge for determining the telephone number requested by the Customer and in addition to any usage and per call charges associated with placing the call.

3.7 Star 89

Customers may access the Company's network to place a collect call or other call type requiring operator assistance by dialing a designated access code ("*89") at pay telephone locations presubscribed to WiMacTel's services. Calls are billed in three (3) minute increments with minimum call duration, for billing purposes, of three (3) minutes. Calls are not mileage or time-of-day sensitive.

3.8 800 Call Plan 1

The 800 Call Plan 1 permits Customers to access the WiMacTel network by dialing the Company's Toll Free access number to make operator assisted and calling card calls from any location within the state. Customers are not required to be presubscribed to the Company to access or received calls placed through this service. All calls are billed in three (3) minute increments.

SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.9 Public Telephone 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 the Company's services. This surcharge, which is in addition to standard pricing guided usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's 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 Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone 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 Public Pay Telephone 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 Public Pay Telephone 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.

SECTION 4.0 - RATES

4.1 WiMacTel Operator Services

4.1.1 WiMacTel Operator Service Base Plan

Calls are billed in one (1) minute increments after an initial minimum call duration of one (1) minute. Partial minutes are rounded up to the next minute.

1. Usage Rates – IntraLATA/InterLATA

| Miles | Day | | Evening | | Night | |
|--------|----------------|---------------------|----------------|---------------------|----------------|---------------------|
| | Initial Period | Each Addt'l. Period | Initial Period | Each Addt'l. Period | Initial Period | Each Addt'l. Period |
| 0-9999 | \$1.725 | \$1.725 | \$1.725 | \$1.725 | \$1.725 | \$1.725 |

2. Per Call Services Charges:

| | Automated | Operator Assisted |
|-------------------------------|------------------|--------------------------|
| Automated Calling Card: | \$10.98 | \$12.49 |
| Collect (Station to Station): | \$11.49 | \$12.49 |
| 3 rd Party | \$11.98 | \$14.98 |
| Person to Person: | \$17.49 | \$17.49 |
| Credit Card | \$10.98 | \$12.49 |
| Surcharges | | |
| Premise Imposed Fee | \$5.00 | |

Billing: 1 Minute Increments

SECTION 4.0 – RATES, (CONT'D.)

4.1 WiMacTel Operator Services

4.1.2 WiMacTel Operator Service Plan 3M

Calls are billed in three (3) minute increments after an initial minimum call duration of three (3) minutes. Partial minutes are rounded up to the next three minute increment.

A. Usage Rates – IntraLATA/InterLATA

| Miles | Day | | Evening | | Night | |
|--------|----------------|---------------------|----------------|---------------------|----------------|---------------------|
| | Initial Period | Each Addt'l. Period | Initial Period | Each Addt'l. Period | Initial Period | Each Addt'l. Period |
| 0-9999 | \$5.175 | \$5.175 | \$5.175 | \$5.175 | \$5.175 | \$5.175 |

B. Per Call Services Charges:

| | Automated | Operator Assisted |
|-------------------------------|------------------|--------------------------|
| Automated Calling Card: | \$10.98 | \$12.49 |
| Collect (Station to Station): | \$11.49 | \$12.49 |
| 3 rd Party | \$11.98 | \$14.98 |
| Person to Person: | \$17.49 | \$17.49 |
| Credit Card | \$10.98 | \$12.49 |
| Surcharges | | |
| Premise Imposed Fee | \$5.00 | |

Billing: 3 Minute Increments

SECTION 4.0 – RATES, (CONT'D.)

4.2 Directory Assistance

4.2.1 Directory Assistance Service

Directory Assistance, Per Call

Intrastate Directory Assistance \$2.49

4.2.2 Call Completion Service

A. Directory Assistance Call Completion, Per Call

Per Call Charge: \$1.00

Rate per Minute \$0.18

SECTION 4.0 – RATES, (CONT'D.)

4.3 Star 89

4.3.1 Usage Rates

| | Initial 3 Minutes | Each Additional 3 Minutes |
|---------------|--------------------------|----------------------------------|
| Per Call Rate | \$5.175 | \$5.175 |

4.3.2 Operator Connect Charges

| | <u>Automated</u> | <u>Operator Assisted</u> |
|------------------|-------------------------|---------------------------------|
| Calling Card | \$10.98 | \$12.49 |
| Collect | \$11.49 | \$12.49 |
| 3rd Party | \$11.98 | \$14.98 |
| Person to Person | \$17.49 | \$17.49 |
| Credit Card | \$10.98 | \$12.49 |
| PIF | \$ 5.00 | |

SECTION 4.0 – RATES, (CONT'D.)

4.4 800 Call Plan 1

4.4.1 Rate Plan

| | Initial 3 Minutes | Each Additional 3 Minutes |
|---------------|--------------------------|----------------------------------|
| Per Call Rate | \$5.175 | \$5.175 |

4.4.2 Operator Connect Charges

| | <u>Automated</u> | <u>Operator Assisted</u> |
|-------------------------------|-------------------------|---------------------------------|
| Calling Card: | \$10.98 | \$12.49 |
| Credit Card: | \$11.49 | \$12.49 |
| Collect (Station to Station): | \$11.98 | \$14.98 |
| 3 rd Party: | \$17.49 | \$17.49 |
| Person to Person: | \$10.98 | \$12.49 |
| | | |
| Premise Imposed Fee: | \$5.00 | |

SECTION 4.0 – RATES, (CONT'D.)

4.5 Public Telephone Surcharge

| | |
|--------------------|--------|
| Per Call Surcharge | \$0.30 |
|--------------------|--------|

SECTION 4.0 – RATES, (CONT'D.)

4.6 OSP Option A

(N)

4.6.1 Intralata Rates

A. Usage Rates

| | Day | Evening | Night/Weekend |
|------------------------|------------|----------------|----------------------|
| All Mileage/Per Minute | \$0.16 | \$0.12 | \$0.07 |

B. Operator Connect Charges

| | <u>Automated</u> | <u>Operator Assisted</u> |
|------------------|-------------------------|---------------------------------|
| Calling Card | \$1.65 | \$1.65 |
| Collect | \$1.65 | \$1.65 |
| 3rd Party | \$1.65 | \$1.65 |
| Person to Person | \$2.70 | \$2.70 |
| Credit Card | \$1.65 | \$1.65 |

4.6.2 Interlata Rates

A. Usage Rates

| | Initial 3 Minutes | Each Additional 1 Minute |
|---------------|--------------------------|---------------------------------|
| Per Call Rate | \$4.47 | \$1.49 |

B. Operator Connect Charges

| | <u>Automated</u> | <u>Operator Assisted</u> |
|------------------|-------------------------|---------------------------------|
| Calling Card | \$10.98 | \$12.49 |
| Collect | \$11.49 | \$12.49 |
| 3rd Party | \$11.98 | \$14.98 |
| Person to Person | \$17.49 | \$17.49 |
| Credit Card | \$10.98 | \$12.49 |
| PIF | \$7.00 | |

(N)

SECTION 4.0 – RATES, (CONT'D.)

4.7 RATE PLAN ILDA5

(N)

4.7.1 Intralata Rates

A. Usage Rates

| | Day | Evening | Night/Weekend |
|------------------------|------------|----------------|----------------------|
| All Mileage/Per Minute | \$0.16 | \$0.12 | \$0.07 |

B. Operator Connect Charges

| | <u>Automated</u> | <u>Operator Assisted</u> |
|------------------|-------------------------|---------------------------------|
| Calling Card | \$1.65 | \$1.65 |
| Collect | \$1.65 | \$1.65 |
| 3rd Party | \$1.65 | \$1.65 |
| Person to Person | \$2.70 | \$2.70 |
| Credit Card | \$1.65 | \$1.65 |

4.7.2 Interlata Rates

A. Usage Rates

| | Initial 3 Minutes | Each Additional 1 Minute |
|---------------|--------------------------|---------------------------------|
| Per Call Rate | \$6.705 | \$2.235 |

B. Operator Connect Charges

| | <u>Automated</u> | <u>Operator Assisted</u> |
|------------------|-------------------------|---------------------------------|
| Calling Card | \$10.98 | \$12.49 |
| Collect | \$11.49 | \$12.49 |
| 3rd Party | \$11.98 | \$14.98 |
| Person to Person | \$17.49 | \$17.49 |
| Credit Card | \$10.98 | \$12.49 |
| PIF | \$7.00 | |

(N)

SECTION 4.0 – RATES, (CONT'D.)

4.8 RATE PLAN 12A

(N)

4.8.1 Intralata Rates

A. Usage Rates

| | Day | Evening | Night/Weekend |
|------------------------|------------|----------------|----------------------|
| All Mileage/Per Minute | \$0.16 | \$0.12 | \$0.07 |

B. Operator Connect Charges

| | <u>Automated</u> | <u>Operator Assisted</u> |
|------------------|-------------------------|---------------------------------|
| Calling Card | \$1.65 | \$1.65 |
| Collect | \$1.65 | \$1.65 |
| 3rd Party | \$1.65 | \$1.65 |
| Person to Person | \$2.70 | \$2.70 |
| Credit Card | \$1.65 | \$1.65 |

4.8.2 Interlata Rates

A. Usage Rates

| | Initial Minute | Each Additional 1 Minute |
|---------------|-----------------------|---------------------------------|
| Per Call Rate | \$1.49 | \$1.49 |

B. Operator Connect Charges

| | <u>Automated</u> | <u>Operator Assisted</u> |
|------------------|-------------------------|---------------------------------|
| Calling Card | \$10.98 | \$12.49 |
| Collect | \$11.49 | \$12.49 |
| 3rd Party | \$11.98 | \$14.98 |
| Person to Person | \$17.49 | \$17.49 |
| Credit Card | \$10.98 | \$12.49 |
| PIF | \$7.00 | |

(N)

SECTION 5.0 - PROMOTIONS

5.1 Promotions - General

The Company may from time to time upon VPSB approval promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

SECTION 6.0 - 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 pricing guide. Contract Services are subject to the Vermont Public Service Board's review. 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 six months after the initial offering to the first contract Customer for any given set of terms.

SECTION 7 – MISCELLANEOUS SERVICES**7.1 Non – Subscriber Fee**

A Nonsubscriber Fee is applicable to operator assisted calls billed to end user lines which are presubscribed to an interexchange carrier other than WiMacTel, or not presubscribed to any interexchange carrier. This charge is in addition to the applicable initial period charges and in addition to any applicable service charges for operator handled calls.

Rate Per Call: \$3.50

7.2 Bill Statement Fee

The Company may impose a Bill Statement Fee to calls billed as part of the Customer's local telephone bill.

Per Month Charge: \$2.99 (I)

7.3 Regulatory Compliance Fee

This fee allows the Company to recover expenses that the Company incurs with regard to the Universal Service Fund, National Number Portability and other regulatory fees. The fee is not a tax or charge imposed or required by any government entity.

Rate Per Call: \$1.50

SECTION 7 – MISCELLANEOUS SERVICES**7.4 Carrier Cost Recovery**

In addition to charges for service a Carrier Cost Recovery fee is assessed to recover certain costs associated with providing intrastate local exchange service including expenses for national regulatory fees and programs, and connection and account servicing charges. This fee is not a tax or charge required by the government. This fee will be applied on a per customer billing account basis

| | |
|---------------------------|--------|
| Carrier Cost Recovery Fee | \$2.50 |
|---------------------------|--------|

7.5 Network Infrastructure Fee

In addition to charges for service a Network Infrastructure Fee is assessed to recover various costs of network development and maintenance, regulatory oversight proceedings and compliance, fraud monitoring, account provisioning and maintenance and other costs incurred by the company in the provision of interstate telecommunications services. This fee is not a government mandated tax or surcharge. This fee will be applied on a per customer billing account basis

| | |
|----------------------------|--------|
| Network Infrastructure Fee | \$1.00 |
|----------------------------|--------|