

REGULATIONS AND SCHEDULE OF  
CHARGES GOVERNING THE PROVISION OF  
INTERSTATE TELECOMMUNICATIONS SERVICES

by

ALPHA ENTERPRISES LIMITED, INC.  
d/b/a ALPHA LONG DISTANCE

BETWEEN LOCATIONS WITHIN THE UNITED STATES AS SPECIFIED HEREIN

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**CHECK SHEET**

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

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

### SYBOLS

When Alpha LD changes any tariff sheet, it will issue a revised sheet replacing the affected tariff sheet. Alpha LD will use the following symbols to identify changes on the revised sheet.

- (C) Changed Regulation
- (D) Discontinued Rate or Regulation
- (I) Rate Increase
- (M) Move in Location of Text
- (N) New Rate or Regulation
- (R) Rate Reduction
- (T) Change of Text Only

## SECTION 1 – DEFINITIONS AND ABBREVIATIONS

Alpha LD – Alpha Enterprises Limited, Inc. d/b/a Alpha Long Distance.

Access Code – A sequence of numbers that when dialed connect the caller to the Provider or Operator Services associated with that sequence.

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Access Line – An arrangement that connects Customer's telephone to an Alpha LD designated switching center or point of presence.

Authorization Code – A pre-defined series of numbers that Customer or Authorized User dials on access to Alpha LD's network to identify the caller and validate the caller's authorization to use the services provided.

Authorized User – Any person, firm, corporation, or other entity that Customer authorizes to utilize Company's service under the terms and conditions of this Tariff.

Calling Card – A billing convenience whereby Customer may bill the charges for a call to an Alpha LD-issued calling card. Alpha LD's terms and conditions will apply to payment arrangements.

Commission – Federal Communications Commission.

Company – Alpha Enterprises Limited, Inc. d/b/a Alpha Long Distance.

Customer – The person, firm, corporation or other entity that orders, cancels, amends or uses service and is responsible for payment of charges and compliance with this Tariff.

Equal Access – A form of dialed access provided by LECs in which Customer-dialed interexchange calls are automatically routed to Company's network.

IXC – Interexchange carrier.

LATA – Local Access and Transport Area. A geographic area established by the United States District Court for the District of Columbia in Civil Action No. 17-49, within which a LEC provides communications services.

LEC – Local Exchange Carrier.

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**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (CONT'D.)**

Personal Identification Number (PIN) – See Authorization Code.

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

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

Subscriber – See Customer.

Switched Access Origination/Termination – Where access between Customer and the IXC is provided on LEC Feature Group circuits and the connection to Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the IXC.

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

Toll Free – Access to telephone numbers dialed on a 7, 10, or 1+ basis in which the calling party receives no Company-assessed toll or usage charges for the setup and completion of the call to the called number on a "toll-free" basis.

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

Universal Service Fund ("USF") – A Commission-mandated fund intended to provide financial support to schools and libraries, rural health care, high cost service areas, and low income customers. All providers of telecommunications services contribute to the fund based on a percentage of end user revenues billed.

V & H Coordinates – Geographic points that define the originating and terminating points of a call in mathematical terms for the determination of the airline mileage of a call. Call mileage may be used for the purpose of rating calls.

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## SECTION 2 – REGULATIONS

### 2.1 Undertaking of Company

Alpha LD posts this Tariff pursuant to 47 CFR 42.10 and 61.19.

Alpha LD furnishes its services and facilities for communications originating within the United States under terms of this Tariff. Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Alpha LD arranges for installation, operation, and maintenance of the communications services provided for Customers in accordance with the terms and conditions of this Tariff. Alpha LD may act as Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by Customer, to allow connection of a Customer's location to Alpha LD's network. Customer shall be responsible for all charges due for such service arrangement. (T)

### 2.2 Use of Company's Services

Customer may use the Company's services provided under this Tariff for any lawful telecommunications purpose for which the service is technically suited.

## SECTION 2 – REGULATIONS (CONT'D.)

### 2.3 Limitations

- 2.3.1 Alpha LD does not undertake to transmit messages, but offers the use of its facilities when available.
- 2.3.2 Alpha LD is not liable for errors in transmission or for failure to establish a connection.
- 2.3.3 Alpha LD's service offering is subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff, and it may decline applications for service to or from a location where the necessary facilities or equipment are not available.
- 2.3.4 Customer is responsible for payment of services utilized by an Authorized User.

### 2.4 Assignment or Transfer

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

**SECTION 2 – REGULATIONS (CONT'D.)**

**2.5 Liability**

- 2.5.1 Alpha LD shall in no event be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof. Alpha LD's liability for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.5.2 When the services or facilities of other common carriers are used separately or in conjunction with Company's facilities or equipment in establishing connection to points not reached by Company's facilities or equipment, Alpha LD shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.5.3 Alpha LD shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond Alpha LD's reasonable control. Such causes shall include, without limitation, acts of God, vandalism, terrorism, cable cut, fire, explosion, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Regulations.
- 2.5.4 Alpha LD shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by Customer, Customer's agents, or Authorized Users, or by facilities or equipment provided by Customer.
- 2.5.5 Alpha LD shall not be liable for any claim, loss, or refund as a result of loss, theft or fraudulent use of Authorization Codes or Personal Identification Numbers issued for use with Alpha LD's services.

**SECTION 2 – REGULATIONS (CONT'D.)**

**2.5 Liability (Cont'd.)**

- 2.5.6 Customer shall indemnify, defend and hold harmless Alpha LD (including the costs of reasonable attorney's fees) against:
- (a) Claims for patent infringement arising from combining or connecting Company's facilities or equipment with facilities, equipment, apparatus or systems of Customer;
  - (b) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over Company's facilities or equipment; and
  - (c) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of Customer, Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by Company.
- 2.5.7 Alpha LD shall not be liable for any act or omission of any entity furnishing to Company or Company's customers' facilities or equipment used for or with the services that Company offers.
- 2.5.8 Alpha LD shall not be liable for any damages or losses due to the fault or negligence of Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.5.9 Company shall neither be liable for the claims of vendors supplying equipment to Customers of Company which may be installed at the premises of Company, nor the performance of said vendor or vendor's equipment.

**2.6 Minimum Period**

The minimum period for which Alpha LD will provide services under this Tariff and for which rates and charges are applicable is one (1) month unless otherwise specified in this Tariff or mutually agreed in writing. When a service is discontinued prior to the expiration of the minimum period, charges are applicable whether the service is used or not.

## SECTION 2 – REGULATIONS (CONT'D.)

### 2.7 Billing and Payment for Service

#### 2.7.1 Responsibility for Charges

Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable on demand to Company or its authorized agent. Alpha LD will thereafter bill Customer for recurring charges and actual usage as defined in this Tariff.

Customer is responsible for payment of all charges for services and equipment furnished to Customer for transmission of calls via Alpha LD. The services for which Customer is responsible include, without limitation, any and all cost incurred as the result of:

- (a) calls placed through Customer's equipment via any remote access feature(s);
- (b) any and all use of the service arrangement provided by Company, including calls that Customer did not individually authorize, and calls placed as a result of Customer's intentional or negligent disclosure of Authorization Codes or PIN numbers assigned to Customer;
- (c) any delegation of authority resulting in the use of Customer's communications equipment and/or network services that result in the placement of calls via Alpha LD;
- (d) calls placed to an 800/888 service number provided to Customer by Company.

**SECTION 2 – REGULATIONS (CONT'D.)**

**2.7 Billing and Payment for Service (Cont'd.)**

2.7.2 Payment for Service

All charges due by Customer are payable to Alpha LD or any agent that Alpha LD authorizes to receive such payments. The billing agent may be Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.

Any objections to billed charges must be promptly reported to Company or its billing agent. Company shall adjust Customer's bill if Company determines that circumstances exist that reasonably indicate that such an adjustment is appropriate.

2.7.3 Late Payment Fees

Alpha LD may assess a late payment fee of 1.5%, applied on a monthly basis, for any past due charges. Charges are past due if unpaid thirty (30) days following the date of the bill listing the amounts owed by Customer. Alpha LD will assess applicable late payment fees according to the terms and conditions of Company or its billing agent.

2.7.4 Return Check Charge

Alpha LD may assess a return check charge whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. Company will assess any applicable return check charges according to the terms and conditions of Company or its billing agent.

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## SECTION 2 – REGULATIONS (CONT'D.)

### 2.8 Deposits

Alpha LD has the right to examine Customer's credit record. If Customer's financial condition is unknown or unacceptable to Alpha LD, then Alpha LD may require Customer to provide Alpha LD a security deposit that Company may apply against overdue charges. The amount of the security deposit shall not exceed two months' estimated usage, may vary with Customer's credit history and projected usage, and be collected and maintained in accordance with Commission rules. The making of a security deposit does not relieve Customer from the prompt payment of bills on presentation.

### 2.9 Advance Payments

None at this time.

### 2.10 Terminal Equipment

Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of Customer. Customer is responsible for all costs at his or her premises, including personnel, wiring electrical power, and the like, incurred in the use of Alpha LD's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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**SECTION 2 – REGULATIONS (CONT'D.)**

**2.11 Taxes and Fees**

Alpha LD may bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to Customer. Taxes and fees include, but are not limited to: State Sales Tax, Municipal Tax, and Gross Receipts Tax. (T)

Unless otherwise specified in this Tariff, such taxes and fees are in addition to rates as quoted in this Tariff, and Alpha LD will itemize such taxes and fees separately on Customer invoices.

**2.12 Interconnection**

2.12.1 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this Tariff and the other common carrier's Tariff or equivalent.

2.12.2 Alpha LD's service may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by Company. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. Customer is responsible for all charges billed by other carriers for use in connection with Company's long distance service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is Customer's responsibility.

2.12.3 Service furnished by Company is not part of a joint undertaking with such other common carriers or systems.

2.12.4 Customer shall ensure that the facilities or equipment provided by Customer are properly interconnected with the facilities or equipment of the Company. If Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to Company's facilities, equipment, personnel, or the quality of service, Company may, on written notice, require the use of protective equipment at Customer's expense. If this written notice fails to eliminate the actual or potential harm, Company may, on written notice, terminate the existing service of Customer.

## SECTION 2 – REGULATIONS (CONT'D.)

### 2.13 Interruption of Service

On suitable notice, Alpha LD may make such tests, adjustments, and inspections as may be necessary to maintain Company facilities in satisfactory condition. No interruption allowance will be credited to Customer for the periods during which Alpha LD makes such test, adjustments, or inspections.

Customer shall have the obligation to notify Company immediately of any interruption in service for which Customer desires a credit allowance. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein because Customer has the option of using the long distance network via LEC access.

Credit allowance for service interruptions is limited to the charge for the initial minimum period (i.e., six seconds) for re-establishing the interrupted connection. A credit allowance will be given for any fixed monthly charges, upon written request of the Customer to the business office, for interruptions of 30 minutes or more.

## SECTION 2 – REGULATIONS (CONT’)

### 2.14 Cancellation by Customer

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

### 2.15 Discontinuance by Company

Alpha LD will provide service until canceled by Customer, in writing, or until discontinued by Company for the reasons set forth below. Alpha LD may render bills subsequent to the termination of service for charges incurred before termination.

- 2.15.1 For the use of service for any other property for any unauthorized purpose.
- 2.15.2 For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.15.3 For non-compliance with and/or violation of the Commission’s Regulations or the Company’s rules and regulations on file with the Commission, provide five (5) working days’ written notice is given before termination.
- 2.15.4 Company, by written notice to Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.
- 2.15.5 Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company’s equipment or the Company’s service to others.
- 2.15.6 Without notice in the event of tampering with the equipment furnished and owned by the Company.
- 2.15.7 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use.
- 2.15.8 For Customer’s breach of the contract for service between the Company and the Customer.

**SECTION 2 – REGULATIONS (CONT'D.)**

**2.15 Discontinuance of Service (Cont'd.)**

- 2.15.9 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.15.10 Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- 2.15.11 Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such service.
- 2.15.12 Alpha LD issues Authorization Codes only to Customer, and such Authorization Codes may not be sold or otherwise distributed without Alpha LD's written consent. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice.

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**SECTION 2 – REGULATIONS (CONT'D.)**

**2.16 Restoration of Service**

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

**2.17 800 Number Service (Toll-Free)**

800 Number Service is a one-way inbound service originating on feature group facilities provided by the Company and terminating on a regular telephone line. The Customer is responsible for payment of all charges associated with such terminating calls terminated rather than the calling party. References to "800" or "1-800" shall include any future toll-free designation provided for such services by the North American Numbering Plan Administrator. The rates for this service are provided for on Page 27.

Release of a Customer toll-free number to another provider is contingent on payment of any current outstanding charges owed to the Company and accurate completion by the receiving carrier of Responsible Organization transfer forms.

In the event of a dispute between Customers regarding the ownership of a toll-free number, the Company reserves the right to determine ownership based on previously provided application material. However, in the event that the Company determines that ownership is unclear, it will in no way be held liable for such ownership determination.

The Customer is responsible for payment of misdialed calls to the Customer's toll-free number.

The ability of callers to complete calls is contingent upon proper routing by the originating end user location and serving telephone company. The Company cannot guarantee completion of such calls from all locations.

Toll-free numbers cannot terminate in international locations, other toll-free numbers, or numbers prefixed with 700, 900, or 500 NPA. The Company reserves the right to refuse termination of toll-free services outside its designated operating territory.

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## SECTION 2 – REGULATIONS (CONT'D.)

### 2.18 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device as authorized by applicable federal, state and local law.

### 2.19 Miscellaneous Rates and Charges

Alpha LD may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Presubscribed IXC Charge, and compensation to payphone service providers for the use of their payphones to access Alpha LD services.

### 2.20 Prohibited Uses

Customer shall not use Alpha LD's services for any unlawful purpose or for any use to which Customer has not obtained any and all required governmental approvals, authorizations, licenses, consents and permits.

Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

The relationship between Alpha LD and Customer shall not be that of partners or agents for one of the other, and shall not be deemed to constitute a partnership or agency agreement.

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**SECTION 3 – SERVICE DESCRIPTION AND RATES**

**3.1 General**

Alpha LD offers direct-dialed (1+) and services for communications originating and terminating within the United States under the terms of this Tariff.

Direct dial service is offered from originating locations with the state of Michigan where technically feasible. Calls may be placed to locations within the forty-eight states contained within the mainland United States, Alaska, Hawaii, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, and the Commonwealth of the Northern Mariana Islands.

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**SECTION 3 – SERVICE DESCRIPTION AND RATES (CONT'D.)**

**3.2 Call Timing**

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

- 3.2.1 Timing for calls begins when a completed connection is established between the calling station and the called station.
- 3.2.2 Chargeable time for all calls ends when the calling station hangs up. If the called station hangs up but the calling station does not, chargeable time ends when the connection is released by automatic timing equipment in the telecommunications network.

**SECTION 3 – SERVICE DESCRIPTION AND RATES (CONT'D.)**

**3.3 Calculation of Distance**

To the extent that any usage charges are mileage sensitive, such usage charges are based on the airline distance between the rate centers associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the “V” and “H” coordinates of the rate centers, as defined in industry publications, in the following manner:

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

Step 2: Obtain the difference between the “V” coordinates. Obtain the difference between the “H” coordinates.

Step 3: Square the differences obtained in Step 2.

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

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

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

**SECTION 3 – SERVICE DESCRIPTION AND RATES (CONT'D.)**

**3.4 Minimum Monthly Charge**

Alpha LD has no Minimum Monthly Charge at this time.

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**SECTION 3 – SERVICE DESCRIPTION AND RATES (CONT'D.)**

**3.5 Long Distance Service Plans**

3.5.1 Long Distance Service Plan 1

Alpha LD's Long Distance Service Plan 1 is a distance and time-of-day insensitive outbound toll service available to residential and business customers. Customers are presubscribed to Company's network or that of its underlying carrier.

Calls placed to (outbound) locations in the mainland United States, Alaska, Hawaii, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, and the Commonwealth of the Northern Mariana Islands are billed in six (6) second increments, with a minimum call duration of sixty (60) seconds.

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Usage Charges:

Outbound

	<u>Residential</u>	<u>Business</u>
Interstate Calls to Locations Listed Above		
Setup Charge:	None	None
Rate for First Minute:	\$0.12	\$0.12
Rate for Additional Minutes:	\$0.12	\$0.12

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**SECTION 3 – SERVICE DESCRIPTION AND RATES (CONT'D.)**

**3.5 Long Distance Service Plans (Cont'd.)**

**3.52 Long Distance Service Plan 2**

800 Number Service

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Alpha LD's Long Distance Service Plan 2 is a distance and time-of-day insensitive inbound toll service available to residential and business customers. Customers are presubscribed to Company's network or that of its underlying carrier.

Calls placed from (inbound) locations in the mainland United States, Alaska, Hawaii, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, and the Commonwealth of the Northern Mariana Islands are billed in six (6) second increments, with a minimum call duration of sixty (60) seconds.

The initial period for the billing of 800 calls is sixty (60) seconds. Additional billing periods are measured in sixty (60) second increments.

Usage Charges:

a. Non-Recurring Charges

<u>Inbound</u>	<u>Residential</u>	<u>Business</u>
1. Toll-free numbers may be assigned randomly or from a list of available numbers provided by the Company. The Company makes no warranties about the availability or use of a number by prior or future owners of a toll-free number.	None	None
2. The Company will attempt to honor requests for specific number(s) (vanity numbers), but assignment and availability of such numbers is not guaranteed. The Company reserves the right to limit the number of number-assignment requests. Non-recurring charges apply to all vanity numbers assigned.	\$25.00	\$25.00

b. Monthly Recurring Charges

In addition to any inbound Usage Charges, there shall be assessed a monthly charge for each 800 Service terminating number.	\$5.00	\$5.00
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c. Usage Charges

<u>Inbound</u>		
Per-Minute Rate	\$0.19	\$0.19

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**SECTION 3 – SERVICE DESCRIPTION AND RATES (CONT'D.)**

**3.5 Long Distance Service Plans (Cont'd.)**

**3.5.3 Long Distance Call Plans**

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3.5.3.1 Alpha LD offers to Customers presubscribed to Company's network or that of its underlying carrier the following Long Distance Call Plans.

	<u>Per-Minute Rate</u>	<u>Monthly Charge</u>
(a) Alpha Connections 200 Minute Plan	\$0.095	\$19.00
(b) Alpha Connections 400 Minute Plan	\$0.085	\$34.00
(c) Alpha Connections 600 Minute Plan	\$0.075	\$45.00

3.5.3.2 Per-minute Overage Charge

Alpha LD will charge \$0.11 per minute for each minute Customer exceeds his or her call plan limit.

3.5.3.3 Universal Service Fee (USF)

The Universal Service Fee factor is subject to change by the FCC. The USF rate is applicable to forty-five percent (45%) of any call plan monthly charge.

**SECTION 3 – SERVICE DESCRIPTION AND RATES (CONT'D.)**

**3.5 Long Distance Service Plans (Cont'd.)**

[RESERVED FOR FUTURE USE]

**SECTION 3 – SERVICE DESCRIPTION AND RATES (CONT'D.)**

**3.5 Long Distance Service Plans (Cont'd.)**

[RESERVED FOR FUTURE USE]

**SECTION 3 – SERVICE DESCRIPTION AND RATES (CONT'D.)**

**3.5 Long Distance Service Plans (Cont'd.)**

[RESERVED FOR FUTURE USE]

**SECTION 3 – SERVICE DESCRIPTION AND RATES (CONT'D.)**

**3.5 Long Distance Service Plans (Cont'd.)**

[RESERVED FOR FUTURE USE]

**SECTION 3 – SERVICE DESCRIPTION AND RATES (CONT'D.)**

**3.5 Long Distance Service Plans (Cont'd.)**

[RESERVED FOR FUTURE USE]

**SECTION 3 – SERVICE DESCRIPTION AND RATES (CONT'D.)**

**3.5 Long Distance Service Plans (Cont'd.)**

[RESERVED FOR FUTURE USE]

**SECTION 3 – SERVICE DESCRIPTION AND RATES (CONT'D.)**

**3.6 Calling Card Services**

Alpha LD does not currently provide Calling Card Services.

#### SECTION 4 – MISCELLANEOUS SERVICES AND RATES

##### 4.1 Payphone Surcharge

In order to recover Company's expenses to comply with the Commission's pay telephone compensation plan, an undiscountable per call charge is applicable to all interstate, intrastate, and international calls that originate from any domestic pay telephone used to access Alpha LD services. This surcharge, which is in addition to standard usage charges and any applicable service charges and surcharges associated with Alpha LD service, applies for the use of the instrument used to access Alpha LD service and is unrelated to the Alpha LD service accessed from the pay phone. (T)

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

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

Surcharge, per call \$0.70

**SECTION 4 – MISCELLANEOUS SERVICES AND RATES (CONT'D.)**

**4.2 Universal Service Fund Contribution**

In connection with the Commission's Universal Service Orders, Alpha LD will pay a percentage of its retail revenues to support the Universal Service Fund (USF). Alpha LD will pass-through the USF assessment to its customers by assessing a charge applicable against all retail interstate and international charges, including usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with Company's service. Company's Universal Service Fee factor will match the relevant quarterly Universal Service Contribution Factor approved by the Commission rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at [www.fcc.gov/ccb/universal\\_service/quarter.html](http://www.fcc.gov/ccb/universal_service/quarter.html). (T)

**SECTION 4 – MISCELLANEOUS SERVICES AND RATES (CONT'D.)**

**4.3 Directory Assistance**

Alpha LD does not provide Directory Assistance at this time.

## **SECTION 5 – PROMOTIONS**

### **5.1 General**

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

### **5.2 Demonstration of Service**

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

### **5.3 Comparable Pricing Promotion**

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

## **SECTION 6 – CONTRACT SERVICES**

### **6.1 General**

Alpha LD may, at its option, offer service on a contract basis to meet Customer's specialized requirements not contemplated in this Tariff. Customer and Company shall mutually agree on the terms of each contract, 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 Company's general service offerings, or other customized features. Such contracts may be entered on a case-by-case basis in response to requests by Customers. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Tariff. Specialized rates or charges will be made available to similarly-situated Customers on a nondiscriminatory basis.