ORIGINAL

TELECOMMUNICATIONS TARIFF

OF

LEGENT COMMUNICATIONS CORPORATION

8001 Irvine Center Drive, Suite 1140
Irvine, California 92618

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Legent Communications Corporation within the State of Arizona. This Tariff is on file with the Arizona Corporation Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 8001 Irvine Center Drive, Suite 1140, Irvine, California 92618.

Issued: February 8, 2002
Effective Date: June 26, 2002
Issued By:

Scott A. White
Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
Irvine, California 92618
949.789.7468

APPROVED FOR FILING
DECISION #: 64979

CHECK SHEET

The title sheet and sheets 1 through 27 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

SHEET	REVISION	SHEET	REVISION
Title	Original	21	Original
1	Original	22	Original
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Scott A. White
Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
Irvine, California 92618
949.789.7468

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Scott A. White
Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
Irvine, California 92618
949.789.7468

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

(C) To signify **changed** condition or regulation

(D) To signify **deleted or discontinued** rate, regulation or condition

(I) To signify a change resulting in an **increase** to a Customer's bill

(M) To signify that material has been **moved from** another Tariff location

(N) To signify a **new** rate, regulation condition or sheet

(R) To signify a change resulting in a **reduction** to a Customer's bill

(T) To signify a change in **text** but no change to rate or charge

Scott A. White
Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
Irvine, California 92618
949.789.7468

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TARIFF FORMAT

A. **Sheet Numbering** - Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

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

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

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

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

Scott A. White
Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
Irvine, California 92618
949.789.7468

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APPLICATION OF TARIFF

This Tariff contains the rates, terms and conditions applicable to the provision of switched access resold intrastate interexchange telecommunications services by Legent Communications Corporation between various locations within the State of Arizona.

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.

Scott A. White
Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
Irvine, California 92618
949.789.7468

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Commission:

Arizona Corporation Commission

Company:

Legent Communications Corporation ("Legent").

Credit Card:

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Scott A. White
Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
Irvine, California 92618
949.789.7468

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Subscriber:

See "Customer" definition.

Travel Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

"800" Number:

An interexchange service offered pursuant to this tariff for which the called party is assigned a unique 800-NXX-XXXX or 888-NXX-XXXX or 877-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

Scott A. White
Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
Irvine, California 92618
949.789.7468

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Arizona.

2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.

2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.

2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

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

2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

2.2. LIMITATIONS OF SERVICE

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

Scott A. White
Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
Irvine, California 92618
949.789.7468

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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. LIMITATIONS OF SERVICE, Continued

2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.

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. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

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

2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.3. USE

2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.

2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

Scott A. White
Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
Irvine, California 92618
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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. USE, Continued

2.3.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified Travel Card numbers or invalid Travel Card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

2.4. LIABILITIES OF THE COMPANY

2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.

Scott A. White
Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

2.4.3 Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.

2.4.4. Company shall be indemnified and held harmless by the Customer against:

A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and

B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and

C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

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Legent Communications Corporation
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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

2.4.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

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Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
Irvine, California 92618
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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Arizona law. The Company shall not be responsible for claims made outside the 30 day period. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

2.4.10. 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 its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

Scott A. White
Legent Communications Corporation
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949.789.7468

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. INDEMNITY

Subject to the limitations of liability set forth in Section 2.4 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all claims to the extent that such claims were proximately caused by any negligent or willful act or omission by the party from whom indemnity is sought, or by the agents, employees, subcontractors or assignees of the party from whom indemnity is sought, in connection with use of the Services. The indemnifying party under this Section shall defend the other at the other's request against any such claim. The party seeking indemnification under this Section must notify the other promptly of written claims or demands for which the indemnifying party may be responsible. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal, provided it pays the cost of any required appeal bond, compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

2.6. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

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Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. INTERRUPTION OF SERVICE

2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

2.7.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.

2.7.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: Credit - (A/720) X B

A - outage time in hours

B - total monthly charge for affected utility

Scott A. White
Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
Irvine, California 92618
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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. RESTORATION OF SERVICE

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

2.9. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

2.10. PAYMENTS AND BILLING

2.10.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.

2.10.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.

2.10.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, and may be subject to additional collection agency fees.

Scott A. White
Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
Irvine, California 92618
949.789.7468

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. PAYMENTS AND BILLING, Continued

2.10.4. A charge of $20.00 or five (5) percent of the amount of the check, whichever is greater, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

2.10.5. Billing disputes should be addressed to Company's customer service organization via telephone to 866.469.0829. Customer service representatives are available from 7:00 AM to 10:00 PM Central Time. Messages may be left for Customer Service from 10:01 PM to 6:59 AM Central Time, which will be responded to on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.

2.10.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

Scott A. White
Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
Irvine, California 92618
949.789.7468

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. PAYMENTS AND BILLING, Continued

2.10.6. Continued

B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Arizona Corporation Commission for its investigation and decision.

The address and telephone number of the Commission are:

Arizona Corporation Commission
Consumer Services Section
1200 West Washington Street
Phoenix, Arizona 85007

Telephone number: (602) 542-4251
Toll Free: (800) 222-7000

2.11. CANCELLATION BY CUSTOMER

2.11.1. Customer may cancel service by subscribing to another presubscribed interexchange carrier.

2.11.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customers request for cancellation has been made notice and the payment of associated local exchange company charges, if any, for service charges.

Scott A. White
Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
Irvine, California 92618
949.789.7468

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SECTION 2 - RULES AND REGULATIONS, Continued

2.11. CANCELLATION BY CUSTOMER, Continued

2.11.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or

B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and

C. If based on an order for service and construction has either begun or has been completed, but no service provided.

2.12. CANCELLATION BY COMPANY

2.12.1. Company reserves the right to immediately discontinue furnishing the service to Customers without advance written notice and without incurring liability, in accordance with Arizona Administrative Code ("A.C.C.") Rule R14-2-509(B), Termination of Service Without Notice:

A. For the existence of an obvious hazard to the safety or health of the consumer or the general population of the Company's personnel or facilities; or

B. For the Company has evidence of tampering or evidence of fraud.

Scott A. White
Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION BY COMPANY, Continued

2.12.2. Company may discontinue service with five (5) day's written notice in accordance with A.C.C. Rule R14-2-509(C), Termination of Service with Notice:

A. For Customer violation of any of the Company's tariffs filed with the Commission and/or violation of the Commission's rules and regulations; or

B. For failure of the customer to provide the Company reasonable access to its equipment and property; or

C. For failure to meet or maintain the Company's credit and deposit requirements; or

D. For failure of the Customer to provide the Company reasonable access to its equipment and property; or

E. For Customer breach of contract for service between the Company and Customer; or

F. When necessary for the Company to comply with an order of any governmental agency having jurisdiction; or

G. For the unauthorized resale of equipment or service.

2.12.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

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Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION BY COMPANY, Continued

2.12.4. The Company may refuse to permit collect calling, Travel Card and third-number billing, when offered, which it determines to be fraudulent and/or may limit the use of these billing options or services.

2.13. INTERCONNECTION

2.13.1. Service furnished by 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 Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.13.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

Scott A. White
Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
Irvine, California 92618
949.789.7468

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SECTION 2 - RULES AND REGULATIONS, Continued

2.14. DEPOSITS AND ADVANCE PAYMENTS

The Company does not collect deposits or advance payments for its services.

2.15. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.16. TAXES

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and handicapped services.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1. TIMING OF CALLS

3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the called party answers the call. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. For call rating purposes, the call begins when the called party answers and ends when either party hangs up. The timing of the call occurs when the called party answers and terminated when either party hangs up.

3.1.2. The minimum call duration for billing purposes for all services, unless otherwise stated in this tariff, is one (1) minute with one (1) minute billing increments thereafter.

3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.

3.1.4. There is no billing for incomplete calls.

Scott A. White
Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
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949.789.7468

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2. LEGENT TELECOMMUNICATIONS SERVICES

3.2.1. Company provides switched access "1 Plus" interexchange interLATA and intraLATA toll telecommunications services which allow Customer to establish a communications path between two stations by using a uniform dialing plan.

3.2.2. **One Plus Service** is a switched access service offering users outbound "1 plus" long distance telecommunications services.

Scott A. White
Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
Irvine, California 92618
949.789.7468

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.3. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

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SECTION 4 - RATES

4.1. SERVICE CHARGES

Service charges per account are based on the following schedules:

4.1.1. Legent One Plus Service

Minimum	Maximum	
Initial One (1) Minute	$0.10	$0.20
Additional One (1) Minute	$0.10	$0.20

4.2. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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Legent Communications Corporation
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EFFECTIVE RATE SCHEDULE

1.1. SERVICE CHARGES

Service charges per account are based on the following schedules:

1.1.2. Legent One Plus Service

Initial One (1) Minute	Additional One (1) Minute
$0.15	$0.15

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Legent Communications Corporation
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