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January 25, 2001

VIA OVERNIGHT DELIVERY

Utilities Division
Docket Control
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

Re: **OLS, Inc. - Final Tariff Submission**
Docket No. T-03651A-98-0633
Decision No. 63304

Ladies and Gentlemen:

On behalf of OLS, Inc., a Provisional Holder of a Certificate of Convenience and Necessity to Provide Resold Telecommunications Services in the State of Arizona, we hereby transmit an original and ten (10) copies of their final tariff submission.

An extra copy of this letter, cover sheet and filing is enclosed to be date-stamped and returned to the undersigned in the pre-addressed, postage-paid envelope provided. Should any questions arise, kindly contact the undersigned.

Respectfully submitted,

Paul A. Dean
Regulatory Counsel

Enclosures

TELECOMMUNICATIONS SERVICES TARIFF

TITLE SHEET

ARIZONA TELECOMMUNICATIONS TARIFF

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by OLS, Inc., with principal offices at 1030 Cambridge Square, Suite E, Alpharetta, Georgia, 30004. This tariff applies to services furnished within Arizona. This tariff is on file with the Arizona Corporation Commission, where copies may be inspected during normal business hours. The address of the Arizona Corporation Commission is as follows:

Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

The name, address and telephone numbers for the officer of OLS, Inc. who is responsible for providing information with respect to the operating procedures of the Company is listed below.

TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

Pages 1 through 20 inclusive of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date at the bottom of this page.

PAGE	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original

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SYMBOLS

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

(D) - Discontinued rate or regulation
(I) - Increase in rate
(M) - Moved to/from another tariff location
(N) - New rate or regulation
(R) - Reduction in rate
(T) - Change in text only

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TELECOMMUNICATIONS SERVICES TARIFF

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 tariff. 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 A.C.C. For example, 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the A.C.C. follows in its tariff approval process, the most current page number on file with the A.C.C. is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

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

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).(l).

D. Check Sheets - When a tariff filing is made with the A.C.C., an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, 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., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the A.C.C.

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - A telephone line provided by local exchange carriers which connect a telephone or other communications device at a customer's location to OLS, Inc.'s underlying carrier's telecommunications network switching center(s).

Authorization or Account Code - A numerical code of four to eleven digits, one or more of which codes are available to a customer to enable the customer to lawfully connect its communication devices for the purpose of accessing the telecommunications networks of OLS, Inc.'s underlying Carrier, and which thereby are used to prevent unauthorized network access and to identify the customer and its calling volumes for billing purposes.

Carrier or Company - OLS, Inc.

Customer - The person, firm, corporation, end user, or other entity which orders or uses services and is responsible for the payment of charges.

A.C.C. - Arizona Corporation Commission.

Holidays - New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

Off-Peak - Off-Peak hours are from 5:01 p.m. to 7:49 a.m. seven days per week.

OLS - OLS, Inc.

Peak - Peak hours are from 8:00 a.m. to 5:00 p.m. seven days per week.

Service Agreement - Company's standard form for the ordering and acceptance of a customer's request for and commitment to take Company's service offerings pursuant to this tariff.

Rate Center - The Points of Presence (POPs) or first point of interconnection of local exchange facilities providing access to the long distance network of the Company's Underlying Carrier and the point from which a customer's traffic is rated and billed.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic within Arizona.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company

Company undertakes to provide only those designated Services as are furnished under the terms and subject to the conditions and customer payment of the applicable rates of this tariff for communications originating and terminating within Arizona.

The Company's Services are available to its customers twenty four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the facilities of Company's Underlying Carrier and the provisions of this tariff.

2.2.2 Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control, including without limitation, for customer non-payment of charges; or when the customer's use of a service becomes or is in violation of the law or the provisions of this tariff.

2.2.3 The Services provided under this tariff are subject to the direct and exclusive control of the Company. No one may alter or affect the Services nor transfer or assign its use of the Services without the express written consent of the Company, which consent may be withheld, without limitation, by Company in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the Services or a change in the customer's location to which the Services are to be provided.

2.2.4 In the event prior written permission from the Company is given for 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 for service.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Company

2.3.1 Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by the Underlying Carrier. The Company's liability for such damages occurring in the course of furnishing the Company's Services but not caused by its gross negligence or willful misconduct or that of its employees or agents in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its Services occur.

2.3.2 Acceptance of the provisions of Section 2.3.1 by the Commission does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law; but the recognition that as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of Section 2.3.1.

2.3.3 Company shall be indemnified and held harmless by the customer against:

(A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content of a customer's communications traffic;

(B) Claims for patent infringement arising from a customer's use of its equipment, facilities, or systems with the Company's Services; and

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

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Company

2.3.4 Year 2000 Compliance

Company shall not be liable to any Customer, Authorized User or third party under any law or regulation or any theory of liability, including indemnity, based on claims or because of Company's or its underlying carrier's failure or neglect to have and maintain a system, systems, a network, networks, equipment, facilities or services that are Year 2000 compliant. As the Year 2000 approaches, date information associated with any interfaces between the Company and Customer and/or its Authorized User shall be considered to remain as it is. Any changes in the interfaces, interface format or formats associated with date information shall be processed and worked by Company's Y2K Compliance Division and no change of any nature may be made, used or implemented unless and until approved by Company's Y2K Compliance Division and tested successfully for Y2K compliance. Customer's service may be delayed, canceled, temporarily or permanently discontinued or terminated without liability in the event Company determines that harm to its network, equipment, facilities or services may be caused by a Customer's not having provided proof of its compliance with the Y2K phenomenon.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Interruption of Service

2.4.1 Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 2.3.1 herein. Customer shall receive no credit allowance for interruption of service due to Carrier's testing or adjusting, to negligence of the customer, or to the failure of channels or equipment provided by the customer. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is claimed. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission within customer's control, or is not in wiring or equipment, if any, furnished by the customer in connection with the Company's Services.

2.4.2 No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

2.4.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of Company or in the event Company is entitled to a credit for the failure of the facilities of Company's Underlying Carrier used to furnish customer's service.

2.4.4 No credit shall be allowed:

(A) For failure of services or facilities of customer; or

(B) For failure of services or equipment caused by the negligence or willful acts of customer.

2.4.5 Credit for an interruption shall commence after customer notifies Company of the interruption or when Company becomes aware thereof, and ceases when service has been restored.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Interruption of Service (Cont'd)

2.4.6 Before customer notifies Company of an interruption, customer shall make reasonable attempts to ascertain that customer, a third party, or its or their actions and/or equipment is/are not the cause thereof.

2.4.7 Credits are applicable only to that portion of service interrupted.

2.4.8 For purposes of credit computation, every month shall be considered to have 720 hours.

2.4.9 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.4.10 The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours
"B" = total monthly charge for affected facility

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Restoration of Service

The use and restoration of service shall be administered by the Underlying Carrier in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission and in the Rules and Regulations of the Arizona Commerce Commission.

2.6 Deposits

The Company does not require a deposit from its customers.

2.7 Advance Payments

The Company does not collect advance payments.

2.8 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax and so forth) are listed as separate line items and are not included in the Company's scheduled rates.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 Collections

2.9.1 In the event Company incurs fees or expenses, including attorney's fees, to collect, or to attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's services, the Company shall charge customer all such fees and expenses, including Company's reasonable attorneys' fees, incurred to collect or to attempt to collect its charges-

2.9.2 In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled. The duty to pay such charges shall arise upon the demand for payment by Company. Customer's duty to pay can only be delayed or deferred by the initiation of a billing dispute by the customer.

2.9.3 Customer agrees that all actions, suits, or proceedings, to recover charges due under this tariff shall be prosecuted in the court of competent jurisdiction of the Company's principal place of business. Customer consents to and submits to the exercise of jurisdiction over the subject matter, waives personal service of any and all process upon it, and consents that all such service of process be made by registered mail directed to customer at its address registered with Company. Service so made shall be deemed to be completed five business days after such process shall have been deposited in the mail, postage prepaid. Customer waives trial by jury, any objection based on forum non conveniens, any objection to venue or jurisdiction of any action instituted hereunder, and consents to the granting of such legal or equitable relief as deemed appropriate by the Court.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10 Employee Concessions

There are no employee concessions.

2.11 Specific Services

The Company does not currently offer any specific services for which conditions of eligibility apply.

2.12 Billing

Company uses a billing agent which submits Company's bills to Company's customers through certified local exchange carriers' operative in Arizona.

2.13 Arbitration of Disputes

All disputes concerning or affecting any service, rating of services, transfer of service, payments on account, credits, promotions, special offers or services, or any action or service of Company and/or its agents and/or any billing, bills, invoices, or stations of accounts issued on or after October 16, 1999, shall be resolved through binding arbitration. A dispute occurs when the customer fails to pay an invoice or contests it for any reason associated with the ordering, installation, provisioning, maintenance, repair, interruption, restoration or termination of any service or facility offered under this Tariff. Once a dispute is raised, arbitration is mandatory, and counterclaims may be asserted. The arbitration shall be administered by the neutral third party administrator (Administrator) jointly chosen by the customer and Company and shall be conducted under rules and procedures normally followed for arbitrations conducted in this country. As a condition of service under this Tariff, and as disclosed in the customer authorization for service (LOA), any dispute or any counterclaims in response to such a dispute shall be governed by such arbitration rules and procedures. Nothing herein shall be construed to deny a customer its rights to file complaints with the Illinois Commerce Commission pursuant to applicable statutory or regulatory provisions at the conclusion of any arbitration conducted in accordance herewith.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.14 Limitation of Actions

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Usage Based Services

3.1.1 Long distance usage charges are based on the actual usage of the Company's network. Timing for all calls begin 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.

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

3.1.3 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.

3.1.4 Unless otherwise specified in this tariff, calls are billed in one (1) minute increments.

3.1.5 Usage is measured and rounded up to the next higher increment for billing purposes.

3.1.6 There are no billing charges applied for incomplete calls.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.2 1+ Outbound Service

Carrier's 1+ Outbound Service offers switched outbound services using standard equal access dialing to place intraLATA and interLATA calls from Customer's premises within Arizona to points located within Arizona. Rates, charges, and restrictions are set forth in Section 4 following.

3.3 800/888/877 Inbound Service

800/888/877 Inbound service provides for the termination of inbound toll-free calls to one-party exchange access lines from points within Arizona to Customer premises within Arizona.

3.4 Calling Card Service

Carrier offers a calling card, which allows Customer to gain access to its long distance service from anywhere nationally with service billed back to the Customer's account.

3.5 Directory Assistance

The Company provides standard Directory Assistance.

3.6 Services Not Available

Carrier does not offer 900, 911, collect, or third-party billed calling.

SECTION 4 - RATES

4.1 1+ Outbound Service

4.1.1 Rate Plan A

Company offers 1+ outbound service to business and residential customers who commit to a minimum monthly usage (outbound and/or inbound) of $10.00 per month at the following rates.

	Usage Charge
Peak	$0.25/minute
Off Peak	$0.23/minute

4.1.2. Rate Plan B

Company offers 1+ outbound service to business and residential customers with no minimum monthly usage requirements at the following rates.

	Usage Charge
Peak	$0.27/minute
Off Peak	$0.24/minute

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SECTION 4 - RATES (Cont'd)

4.1 1+ Outbound Service (Cont'd)

4.1.3 Rate Plan C

Company offers outbound services to business and residential customers who commit to a minimum monthly usage (outbound and/or inbound) of $20.00 per month at the following flat rate.

Usage Charge

$0.19/minute

4.2 800/888/877 Switched Service

The following rates apply to interLATA and intraLATA inbound 800/888/877 switched calls originating and terminating in Arizona.

Usage Charge

$0.24 per minute

4.3 Calling Card Service

Standard Calling card service is offered at the following flat rate.

4.3.1 Standard Calling Card Service

Usage Charge

$0.25 per minute

SECTION 4 - RATES (Cont'd)

4.3 Calling Card Service (Cont'd)

4.3.2 Frequent User Calling Card Service

Calling card services are provided to customers with a minimum monthly usage of $20.00 at the following rate.

Usage Charge

$0.24/minute

4.4 Remote Access Surcharge

A surcharge applies to all calls originated at payphones using a service access code.

Per Call: $0.30

4.5 Directory Assistance Charge

$0.95 per call

4.6 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

4.7 Returned Check Charge

Carrier charges a fee of $20.00 or 5% of the amount of any check returned for insufficient funds, whichever is greater.

4.8 Method of Computing Charges

Charges for each call are totaled by rate period. If the computed charges include a fraction of a cent, the fraction is rounded up to the next whole cent (e.g., $1.4266 would be rounded up to $1.43).