

TITLE SHEET

**WHOLESALE INTEREXCHANGE
TELECOMMUNICATIONS SERVICES
TARIFF OF
MASKINA COMMUNICATIONS, INC.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of wholesale interexchange telecommunications services and related facilities provided by Maskina Communications, Inc. within the State of Utah. This tariff is on file with the Utah Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business: 8445 Freeport Parkway, Suite 650, Irving, Texas 75063.

PROPOSED

ISSUE DATE:

EFFECTIVE DATE:

Issued by:

Chris Yeoh
President/Treasurer
Maskina Communications, Inc.
8445 Freeport Parkway, Suite 650
Irving, Texas 75063

**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS**

Concurring Carriers - None

Connecting Carriers – None

Other Participating Carriers – None

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CHECK SHEET

The Sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Revised sheets as named below comprise all changes from the original tariff and are in effect as of the date on the bottom of this sheet.

<u>Sheet #</u>	<u>Revision</u>	<u>Sheet #</u>	<u>Revision</u>	<u>Sheet #</u>	<u>Revision</u>
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TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Because of various suspension periods, deferrals, etc. which the Utah Public Service 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 sheets 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).(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 out if a particular sheet is the most current on Commission file.

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SYMBOLS

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

(C) to signify change in regulation

(D) to signify a deletion

(I) to signify a rate increase

(L) to signify material relocated in the tariff

(N) to signify a new rate or regulation

(R) to signify a rate reduction

(T) to signify a change in text, but no change in a rate or regulation

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APPLICATION OF TARIFF

- A. This Tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of wholesale interexchange telecommunications Services offered by Maskina Communications Inc. (“Company”) to Customers located within the State of Utah.

- B. The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company. Company will offer any information or other unregulated service in accordance with Company’s current price list or contract, whichever applies to the particular customer.

- C. Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

- D. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Utah Public Service Commission.

- E. This Tariff will be maintained and made available for inspection by any Customer at Company’s principal business office at 8445 Freeport Parkway, Suite 650, Irving, Texas 75063

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or, switched access, which connects a Customer's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service.

Automatic Number Identification ("ANI"): Automatic Number Identification is the transmission of the originating party's billing number. This service requires the Customer to have a trunk side connection.

Carrier: A company authorized under the rules of the Utah Public Service Commission to provide telecommunications services in Utah. This includes interexchange resellers whether they hold explicit authorization(s) or not.

Commission - Used throughout this tariff to mean the Utah Public Service Commission.

Company or Maskina - Used throughout this tariff to mean Maskina Communications, Inc., a Texas Corporation.

Customer or Carrier-Customer - The person, firm, corporation or other legal entity which orders the wholesale services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations

Customer Premises: A location(s) designated by the Customer for the purposes of connecting to Company's Services.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

End User: Any individual, association, corporation, government agency, or entity other than another carrier that subscribes to receive telecommunications services and does not resell these services to others. For the wholesale services provided by Company under this tariff, end users are not the Company's customers but may be customers of Maskina's carrier-customers.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd.)

Force Majeure: Causes beyond Company's control, including but not limited to: acts of God, fire, flood explosion, acts of terrorism, or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection, riots, wars, unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, cable or fiber cut, acts of a third party, or other labor difficulties.

Interexchange Service: The portion of Service between a Company designated Point-of-Presence in one exchange and a Company designated Point-of-Presence in another exchange.

LATA: Local Access and Transport Area . A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange Carrier: A company which furnishes local exchange telecommunications service.

Premises: A building or buildings or contiguous property, not separated by a public highway or right-of-way.

Resp. Org - Responsible Organization or-entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Service(s): The interexchange telecommunications Services that Company offers pursuant to this Tariff.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of, the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - A telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Utah.
- 2.1.2 Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules.
- 2.1.3 The Company's services are provided on a statewide basis and are not intended to be limited geographically.
- 2.1.4 The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff.
- 2.1.5 Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.
- 2.1.6 Company does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.
- 2.1.7 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.
- 2.1.8 Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this Tariff.
- 2.1.9 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.10 The rates and regulations contained in this, tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.

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SECTION 2 - RULES AND REGULATIONS (cont'd.)**2.1** **Undertaking of the Company** (cont.)

2.1.11 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 **Application for & Provision of Service**

2.2.1 Customers interested in the Company's services shall file a service application with the Company, which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service.

2.2.2 A Customer desiring to obtain Service must complete the appropriate service order form and submit the service order in compliance with Company subscription requirements as may be established from time to time.

2.2.3 The name(s) of the Customer(s) desiring to use the Service must be set forth in the application for Service.

2.2.4 Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to Company for Service previously rendered pursuant to this Tariff until the indebtedness is satisfied. Company may also refuse an application when, in Company's sole discretion, provision of Service is precluded under Section 2.2.7 below.

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SECTION 2 - RULES AND REGULATIONS (cont'd.)**2.2 Application for & Provision of Service** (cont.)

2.2.5 Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. 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.

2.2.6 Where the Customer cancels an application for Service, a cancellation charge will apply as specified in the Cancellation or Modification of Service by Customer Section of this Tariff

2.2.7 Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished.

2.2.8 Company may require any applicant or Customer to establish and maintain credit in one of the following ways:

- A. Demonstrating credit satisfactory to Company by providing information pertinent to the applicant's or Customer's credit standing; or
- B. Providing a suitable guarantee in writing, in a form prescribed by Company.

Company may determine, in its sole discretion, whether or not a particular reference or guarantee in writing would be acceptable as a substitute for demonstrating satisfactory credit.

2.2.9 Company will use reasonable efforts to make Service available to Customers on or before a particular date, subject to the provisions and compliance by the Customer within the provisions of this Tariff. The lack of facilities or other operational impediments, including regulatory approvals, may preclude or delay provision of Service (a) in a particular location or to a particular Customer and/or (b) at any promised performance level. Actual transmission speeds and service characteristics of a Service may vary from those expected by the Customer due to such factors as the length and gauge of the line and other operational characteristics of the equipment and facilities used.

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SECTION 2 - RULES AND REGULATIONS (cont'd.)**2.2 Application for & Provision of Service** (cont.)

2.2.10 Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network elements owned or otherwise obtained to ensure the required level of Service. Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but will not thereby alter the technical parameters of the Service provided to the Customer.

2.2.11 Company will use reasonable efforts to maintain the Service that it furnishes to the Customer. Company may make such tests, adjustments and inspections as may be necessary to maintain Company's Services and equipment in satisfactory operating condition. When possible, Company may, in its sole discretion, provide the Customer with reasonable notice of Service-affecting activities that may occur in the normal operation of Company business.

2.3 Minimum Service Period

2.3.1 The minimum Service period is one month (30 days). The Customer must pay the regular tariffed rate for Service for the minimum period of Service. If a Customer disconnects Service before the end of the minimum Service period, that Customer must pay the regular rates for the remainder of the minimum Service period. When the Service is moved within the same building, to another building on the same Premises, or to a different Premises entirely, the period of Service at each location is accumulated to calculate if the Customer has met the minimum Service period obligation.

2.3.2 If Service is terminated before the end of the minimum period of Service as a result of condemnation of property, damage to property requiring the Premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for Service for the remainder of the minimum period.

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SECTION 2 - RULES AND REGULATIONS (cont'd.)**2.4** **Use of Services**

- 2.4.1 The Company's Services may be used for any lawful purpose consistent with this tariff and with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.4.2 The use of the Company's services to make calls, which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.4.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.4.4 The Company's services are available 24 hours per day, seven days per week.
- 2.4.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.4.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.4.7 Customers shall not use service provided under this tariff for any unlawful purpose.
- 2.4.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.
- 2.4.9 Equipment that Company provides or installs at the Customer's premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.
- 2.4.10 The Services Company offers may not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by Customer with respect thereto.
- 2.4.11 Resellers and rebillers of Company's service must be qualified as Interexchange Carriers pursuant to Commission rules and procedures.

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SECTION 2 - RULES AND REGULATIONS (cont'd.)**2.4** **Use of Services** (cont.)

2.4.12 Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to shut down its transmission of signals if said transmission is causing interference to others.

2.4.13 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 Company.

2.5 **Customer-Provided Equipment and Interconnection**

2.5.1 Customer-provided equipment on the Premises of Customer or Authorized User, the operating personnel there, and the electric power consumed by such equipment must be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with Part 68 of the FCC Rules is the responsibility of Customer.

2.5.2 Customer or Authorized User must ensure that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring must be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury may be provided by Company at Customer's expense.

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SECTION 2 - RULES AND REGULATIONS (cont'd.)**2.5 Customer-Provided Equipment and Interconnection** (cont.)

- 2.5.3 Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provided equipment is connected to the facilities and equipment furnished under this Tariff, the responsibility of Company will be limited to the furnishing of Service, facilities and equipment offered pursuant to this Tariff. Beyond this responsibility, Company will not be responsible for:
- A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer-provided equipment; or
 - C. network control signaling when performed by Customer-provided network control signaling equipment.
- 2.5.4 The Customer must secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with Company. In addition, the Customer must ensure that its equipment and/or system or that of its Authorized User or agent(s) is properly interfaced with Company's Service and the signals emitted into Company's network are of the proper mode, bandwidth, power, data speed and signal level for the intended use of the Customer. If the Customer or its Authorized User or agent(s) fails to properly maintain and operate its equipment and/or system, Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.5.5 Interconnection between the facilities or services of other carriers is governed by the applicable terms and conditions of the other carriers' tariffs.
- 2.5.6 Service furnished by Company may be interconnected with services or facilities of other authorized 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 must be provided at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS (cont'd.)**2.6** **Liability of the Company**

- 2.6.1 Company will not be liable to the Customer or any user of the Company's Services for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:
- A. Libel, slander, defamation, or invasion of privacy from material, data, information or other content transmitted over Company's facilities; or
 - B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
 - C. A breach in the privacy or security of communications transmitted over Company's facilities; or
 - D. Any injury to any person, property or entity arising out of the material, data or information transmitted;
 - E. Acts, mistakes, omission, interruptions delays, errors or defects in transmission over Company's facilities or equipment; or
 - F. Injuries to persons or property from voltages or currents transmitted over Company-provided facilities caused by Customer-provided equipment or Premises wire; or

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SECTION 2 - RULES AND REGULATIONS (cont'd.)**2.6** **Liability of the Company** (cont.)

- G. The disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such disconnection of Service complied with the applicable rules and regulations; or
- H. Violations of the obligations of the Customer under this Tariff; or
- I. Defacement of or damage to Customer Premises, facilities or equipment resulting from the furnishing of Service or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of Company's agents or employees; or
- J. Any loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents, representatives or invitees; or
- K. Any delay or failure of performance or equipment due to a Force Majeure condition or any unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.
- L. Any unauthorized provision of or charges to End Users by the Customer (e.g. slamming and/or cramming violations of the Customer against End Users or third parties).

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SECTION 2 - RULES AND REGULATIONS (cont'd.)**2.6** **Liability of the Company** (cont.)

M. Any act, mistake, omission, fraudulent act of a third party, interruption, delay, error, or defect caused by or contributed to by:

1. Another company or Carrier, or its agents or employees, when the facilities or equipment of the other company of Carrier are used for or with the Service that Company offers.
2. The Customer, or any third party acting as its agent, in connection with Company-provided or Customer-provided facilities or equipment, including, but not limited to, the Customer's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer to Company's network; or
3. A third party.

N. Any unauthorized use of the Service provided to Customer.

2.6.2 No agent or employee of any other carrier or entity shall be deemed to be an agent of the Company unless expressly stated in writing to be the Company's agent and then only insofar as that person is acting within the scope of explicitly delineated authority from the Company.

2.6.3 The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 - RULES AND REGULATIONS (cont'd.)**2.6** **Liability of the Company** (cont.)

- 2.6.4 The liability of Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omission, disconnections, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions is limited to the extension of allowances for interruption as set forth in this Tariff. Under no circumstances shall the Company's liability exceed an amount equal to the charges provided for under this Tariff for the affected Service(s). Allowances for interruptions are the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer, including but not limited to loss of revenue or profit, as a result of any Company Service, equipment or facilities, or the acts or omissions, acts of a third party, or the acts or omissions or negligence of Company, its employees or agents.
- 2.6.5 The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever will in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim.
- 2.6.6 The liability of Company's suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their services, including but not limited to mistakes, omissions, interruptions, delays, errors, defects, or representations, whether caused by acts or omissions of such suppliers and vendors shall be limited to the extension of allowances for interruptions as set forth in this Tariff. The extension of such allowances for interruptions will be the sole remedy of the Customer and the sole liability of Company's supplier and vendors. Company's suppliers and vendors will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer, as a result of any service, equipment or facilities, or the act of omissions, or negligence of Company's suppliers and vendors, its employees or agents.

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SECTION 2 - RULES AND REGULATIONS (cont'd.)**2.6** **Liability of the Company** (cont.)

2.6.7 THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, EXCEPT AS REQUIRED BY LAW, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

2.6.8 Company makes no warranty or representation of any kind whatsoever with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any entity or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or 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 any installation so provided. Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

2.7 **Responsibilities of the Customer**

2.7.1 The Customer is responsible for placing any, necessary orders and complying with all applicable tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.

2.7.2 The Customer is responsible for charges incurred for special construction and or special facilities, which the Customer requests and which are ordered by the Company on the Customer's behalf.

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SECTION 2 - RULES AND REGULATIONS (cont'd.)**2.7 Responsibilities of the Customer** (cont.)

- 2.7.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.7.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.7.5 Customer will, at Customer's expense, provide reasonable space, power, and level of heating and air conditioning, and otherwise maintain the proper environment to operate Company's Service at Customer's or Authorized User's premises.
- 2.7.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company facilities or services, the signals emitted into the Company network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or, some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.7.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.7.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.

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SECTION 2 - RULES AND REGULATIONS (cont'd.)**2.7 Responsibilities of the Customer** (cont.)

- 2.7.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.7.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.
- 2.7.11 The Customer may not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, or disposition without consent will be null and void.
- 2.7.12. A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.
- 2.7.13 The Customer is responsible 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 Company's network without the authorization of the Customer.

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SECTION 2 - RULES AND REGULATIONS (cont'd.)**2.8 Cancellations or Interruption of Services**

2.8.1. Company may immediately discontinue furnishing the Service to a Customer without incurring liability:

- A. If there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company; or
- B. If Company deems refusal or disconnection necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services; or
- C. For non-compliance with and/or violation of any Federal, State or municipal law, ordinance or regulation pertaining to Service; or
- D. For use of Company's Services for any purpose other than that described in the application; or
- E. In the event of Customer use of equipment in such a manner as to adversely affect Company's equipment or the Service to others; or
- F. In the event of tampering with the equipment furnished and owned by Company; or
- G. By reason of any order or decision of a court, state or federal regulatory body or other governing authority prohibiting the Company from furnishing its services; or
- H. In the event of unauthorized or fraudulent use of Service.

2.8.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation, and operation of Customer and the Company equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

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SECTION 2 - RULES AND REGULATIONS (cont'd.)**2.8 Cancellations or Interruption of Services** (cont.)

- 2.8.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX-exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.8.4 Company may discontinue furnishing the Service to a Customer or may withhold the provision of ordered or contracted services, without incurring liability, upon five (5) working days' (defined as any day on which, the company's business office is open and the U.S. Mail is delivered) written notice to the Customer:
- 2.8.4.A For failure of the Customer to make proper application for Service including, without limitation, the provision of false information;
- 2.8.4.B. For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,
- 2.8.4.C For violation of any of the provisions of this tariff.
- 2.8.5 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month-to-month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.
- 2.8.6 The discontinuance of Service(s) by Company pursuant to this section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein are not exclusive, and Company is at all times be entitled to all the rights available to it under law or equity.

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SECTION 2 - RULES AND REGULATIONS (cont'd.)**2.9 Allowances for Interruption of Service**

- 2.9.1 For the purpose of applying this provision, the word "interruption" means the inability to access Service due to equipment malfunction or human errors. "Interruption" does not include, and no allowance will be given for, Service difficulties such as slow access, circuits busy or other network and/or switching capacity shortages.
- 2.9.2 Credit allowances may be given in accordance to this Section 2.9 for interruptions of Service which are not due to an event of Force Majeure, 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 or another Carrier, and are subject to the general limitation of liability provisions set forth in Section 2.6. herein. Customer must notify Company of any interruptions of Service. Before giving such notice, the Customer must ascertain that the trouble is not caused by any action or omission of the Customer, and not otherwise within the Customer's control.
- 2.9.3 For purposes of computing a credit under this Section 2.9 every month is considered to have 720 hours. No credit will be allowed for an interruption of a continuous duration of less than two hours. Company will credit the Customer for an interruption of two (2) 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 beyond two hours after the Company's receipt of notice of the interruption from the Customer.

Credit formula: $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected Service

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SECTION 2 - RULES AND REGULATIONS (cont'd.)**2.10 Restoration of Service**

- 2.10.1 The use and restoration of Service in emergencies shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.
- 2.10.2 When a Customer's Service has been disconnected in accordance with this Tariff and the Service has been terminated through the completion of a Company service order, Service will be restored only upon the basis of application for new Service.
- 2.10.3 A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before Service is restored.
- 2.10.4 Whenever Service has been discontinued for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.10.5 Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

2.11 Deposit

- 2.11.1 The Company does not require deposits.

2.12 Advance Payments

- 2.12.1 The Company does not require advance payments.

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SECTION 2 - RULES AND REGULATIONS (cont'd.)**2.13. Notices**

- 2.13.1 Any notice Company may give to a Customer will be deemed properly given when delivered, if delivered in person, or three (3) days after deposit with the U.S. Postal Service, registered or certified, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give Company will be deemed properly given when delivered, if delivered in person, or three (3) days after deposit with the U.S. Postal Service, postage prepaid, addressed to Company at the address provided in the most recently revised tariff pages.
- 2.13.2 Notice may be delivered electronically by the Company or the Customer provided the intended recipient has agreed in advance in writing to receive delivery of correspondence in this manner.

2.14 Payment and Billing

- 2.14.1 Service is provided and recurring charges are billed on a standard billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt.
- 2.14.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.14.3 All bills are presumed accurate, and shall be binding on the customer, unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30-day period.

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SECTION 2 - RULES AND REGULATIONS (cont'd.)**2.15 Customer Complaints and/or Billing Disputes**

2.15.1 Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

8445 Freeport Parkway, Suite 650
Irving, Texas 75063
(866) 711-5877

2.15.2 Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where over billing of a subscriber occurs, due either to Company or Customer error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount over billed.

2.15.3 If notice of a dispute as to charges is not received in writing by the Company, within thirty (30) days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer.

2.15.4 In case of a billing dispute between Customer and Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, Customer may contact the Utah Public Service Commission for review of its complaint. The Commission may be contacted as follows:

Utah Division of Public Utilities
P.O. Box 146751
Salt Lake City, UT 84114-6751
(801) 530-6652
(800) 874-0904

or consumers may file a complaint online at:

<http://www.psc.state.ut.us/complaints/index.html#psc>

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SECTION 2 - RULES AND REGULATIONS (cont'd.)**2.15 Customer Complaints and/or Billing Disputes** (cont.)

- 2.15.5 Once the Commission completes its review, the Customer must pay any amounts for which the Commission has found it liable within seven (7) days of the Commission's decision (or by the original Due Date, if later) in order to avoid disconnection.
- 2.15.6 Customers must pay any undisputed portion of the Company's billing on time pending resolution of any complaints or the Company may terminate Services pursuant to applicable disconnection procedures.
- 2.15.7 In no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service, and service will not be disconnected for non-payment of any disputed amount during the Commission's review of the dispute.
- 2.15.8 If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

2.16 Collection Costs

- 2.16.1 In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including, reasonable attorneys fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

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SECTION 2 - RULES AND REGULATIONS (cont'd.)**2.17 Taxes**

2.17.1 In addition to any recurring, nonrecurring, minimum, usage, or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local taxes or surcharges, including sales, use, gross earnings and gross revenue taxes, excise, access, bypass charges and other local, state and federal taxes, charges, fees, and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on Company's net income). All such taxes shall be separately shown and charged on bills rendered by Company.

2.18 Late Charge

A late fee of 1.5% per month or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances. Balances owed by the Customer are deemed past due thirty days after issuance of billing.

2.19 Returned Check Charge

A fee of \$25 will be charged whenever the institution on which it is written does not accept a check or draft presented for payment for service.

2.20 Reconnection Charge

A reconnection fee of \$25 per occurrence will be charged when service is reestablished for Customers, which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1 Service Territory**

Unless otherwise specified in this Tariff, Company's interexchange Service area in Utah is statewide. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.

3.2 Computation of Charges

- 3.2.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each Completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute, which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.
- 3.2.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V&H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.
- 3.2.3 Timing begins when the called station is answered and two-way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd.)**3.2 Computation of Charges (cont.)**

3.2.4 Services are offered by the Company via its own facilities and/or the facilities of other carriers. Special construction charges may apply for Customer provisioning.

3.3 Level of Service

A Customer can expect end-to-end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment-of-charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

3.5 Wholesale Interexchange Services**3.5.1 *1+ Dialing***

This service enables Carrier-Customers to offer basic 1+ Dialing to their end-user customers. This service includes origination of calls via switched or dedicated access lines and termination of intrastate calls. The end user customer dials "11+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

3.5.2 *Travel Cards*

This service enables Carrier-Customers to offer Travel Card services to their end-user customers who utilize an 11-digit "toll-free" access number to access a terminal. Upon receiving a voice prompt, the end-user uses push button dialing to enter an identification code followed by the ten digit number of the called party.

3.5.3 *Toll-Free Service*

This service enables Carrier-Customers to offer their end-user customers inbound calling where an 800, 888 or other toll-free prefix number rings into an end-user's premise routed to a specific telephone number or terminated over a dedicated facility.

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd.)**3.5 Wholesale Interexchange Services** (cont.)**3.5.4 Directory Assistance**

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

3.5.5 Individual Case Basis (ICB) Arrangements

Customers may be furnished with customized service packages and competitive pricing packages at negotiated rates on a case-by-case basis in response to bona fide requests to the Company for proposals or for competitive bids. Service offered via these arrangements will be provided to Customers pursuant to contract. Unless otherwise specified, the terms, conditions, obligations and regulations set forth in this Tariff shall be incorporated into, and become part of, said contract. Specialized rates, charges and services shall be made available to similarly situated Customers on a non-discriminatory basis. Discounts may apply based upon volume, affinity group plans, or term plan commitments. ICB arrangements will be filed with the Commission or, in the alternative, made available to the Commission upon request, pursuant to Commission rules.

3.5.6 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.7 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may include reducing or waiving applicable charges for a promoted Service and may be limited to certain dates, times and locations. Any promotional offering will be extended on a nondiscriminatory basis to any customer similarly classified who requests the specific offer. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

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SECTION 4 - RATES

4.1 *1+ Dialing - \$0.15 per minute*

4.2 *Travel Cards - \$0.299 per minute*

4.3 *Toll-Free Service - \$0.10 per minute*

4.4 **Directory Assistance**

\$00.95 per request

4.5 **Returned Check Charge**

\$25.00 per check

4.6 **Payphone Dial Around Surcharge**

A dial around surcharge of \$1.00 per call will be added to any completed INTRA-state toll access code and subscriber toll-free 800/866/877/888 type calls placed from a public or semi-public payphone.

4.7 **Universal Service Fund Assessments & Presubscribed Interexchange Carrier Charge**

The Customer will be assessed a monthly Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor) or any state agency or its administrator. A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills at the prevailing rate.

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