

UCN, INC.

Posted Tariff Domestic Interstate Telecommunications Services

Prior to August 1, 2001, service was furnished under Company tariffs filed with the Federal Communications Commission. Those tariffs were canceled on July 31, 2001. Beginning August 1, 2001, service is being furnished pursuant to this Posted Tariff and any underlying written contract between the Company and the Customer.

Please note the following regarding this important change.

If there is an inconsistency between a General Definition or a General Term and Condition, a service-specific definition or term and condition, or a definition and term and condition contained in a written contract between the Company and the Customer, the relationship with the Customer will consist of the following, in order of precedence from (1) through (3): (1) the definition or term and condition in the written contract; (2) the service-specific definition or term and condition; and (3) the General Definition or Term and Condition. An "inconsistency" will be deemed to include any instance in which a service-specific definition or a service-specific term and condition has no counterpart in the General Definitions or the General Terms and Conditions of Service.

The Company may modify this Posted Tariff from time to time and bind the Customer to the changes made unless: (1) the Customer and Company mutually agree to amend the term contract to achieve a different result; (2) the term contract expressly eliminates or otherwise restricts the Company's right to modify contract pricing or other terms that affect the Customer; or (3) the Customer ceases to use service in accordance with a right to do so.

Except for new services, service features, service options or service promotions, which will become effective immediately upon their posting in the Posted Tariff on the Company's website, any modification made to the Posted Tariff will become effective beginning on the first day of the next calendar month following its posting on the Company's website or, thereafter, on the first day of the next service billing cycle whenever adjustments are made to rates or charges.

The text of any modification made to the Posted Tariff during any calendar month will be shown in italics, boldface or some other method of identifying text changes. If a modification involves a deletion of text from the Posted Tariff, the deletion will be shown by the use of "brackets" ("[. . .]") to indicate text removal. These modifications will be shown in the Posted Tariff until the next calendar month succeeding their introduction. At that time the italics, boldface or other method employed to show changes, including bracketing used to show deleted materials, will be removed and the modified text will be returned to regular text in the Posted Tariff.

MODULE 1 - INTRODUCTION AND GENERAL TERMS

INTRODUCTION AND GENERAL TERMS

In compliance with the rulings of the Federal Communications Commission (FCC), this tariff, having the force and effect of law, sets forth the rates, terms and conditions governing our interstate long distance services provided to our customers in the United States.

By law and regulation, this Posted Tariff is effective July 31, 2001 and all Posted Tariff revisions are effective pursuant to the notice provisions contained herein.

Pursuant to section 203 of the Telecommunications Act of 1934, the rates, terms and conditions in this tariff cannot be changed nor modified in any manner unless such change or modification is posted on this site. We have the right to make changes or modifications in our discretion and without prior notice. No change will be effective sooner than 24 hours prior to such change being posted at this site.

Once a change is made, including rate changes, each customer affected by that change is subject to the changed rates, terms or conditions. In addition, your order of new service, any order for a change or addition of service, or the payment of any invoice for services rendered signifies your constructive, if not actual, notice and your acceptance of the rates, terms and conditions affecting your new, changed or additional service. Constructive notice means that you are charged with being aware of the rates, terms and conditions even if you have not actually seen the rate, term or condition governing your service. Our reliance on constructive notice is based on established legal rulings and public policy considerations, primarily, the law and policy that no customer may be treated differently than any other customer in regard to the rates, terms or conditions governing the same service.

1.1 Validity of Terms

In the event that one or more provisions of the Terms shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such validity, illegality, or unenforceability shall not affect any other provision contained in the Terms, which shall remain valid and enforceable.

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No advice or information, whether oral or written, obtained by you from us shall create any warranty not expressly made herein.

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Some of the Materials may contain projections or other forward-looking statements regarding future events or our future financial or technical performance. We wish to caution you that these statements are only predictions and actual events or results may differ materially. Although such projections and other forward-looking statements are accurate at the time they are made available, such information is

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We may provide access to international information, which information may contain references or cross references to products, programs, and services that are not currently available in your country. Our provision of references to such products, programs, and services does not necessarily mean or otherwise imply that the products, programs, and services announced or discussed are available in countries other than the United States. Also, we are a service provider operating in some, but not all, markets within the U.S. Therefore, we may provide access to information that may contain references or cross references to products, programs, and services that are not announced or available in all U.S. markets. Our provision of references to such products, programs, and services does not necessarily mean or otherwise imply that the products, programs, and services announced or discussed are available in all United States markets or all markets where we conduct business.

1.10 Governing Law and Jurisdiction: Compliance With Laws

These Terms and access to this Site are governed by U.S. Federal Law and/or the laws of Utah. Any legal action or proceeding relating to your access to, or use of, this Site shall be instituted only in a state or federal court located in or near Salt Lake City, UT, U.S.A. You and we agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

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1.11 Waiver

No delay or omission by us to exercise any right occurring upon any noncompliance on your part with respect to any of the Terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. Any waiver by us of any of the covenants, conditions, or agreements to be performed by you shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained.

1.12 Trademark Information

Any product, service or name that are trademarks, service marks or constitute other of our proprietary rights may be used publicly only with our prior permission.

MODULE 2 - TARIFF MENU

Introduction and General Terms - Module 1

Tariff Menu - Module 2

Definitions/Abbreviations - Module 3

Administrative Terms and Conditions - Module 4

Description of Services - Module 5

Rate Basis and Structure - Module 6

Rate Plans - Module 7

Promotional Offerings - Module 8

Miscellaneous Charges - Module 9

Taxes, Fees and Surcharges - Module 10

MODULE 3 - DEFINITIONS AND ABBREVIATIONS

Calling Card - Cards issued by the Company at a Customer's request for the purpose of making long distance calls the charges for which are accrued and billed on the Customer's next invoice.

Commission - Federal Communications Commission (FCC).

Company - Whenever used in this tariff, "Company" refers to UCN, Inc.

Customer - Any person, firm, partnership, corporation, or other entity responsible for payment for telecommunications services and for complying with the terms and conditions of this tariff.

Equal Access - Local access connections permitting 1+ dialing.

Our - Whenever used in this tariff, refers to UCN, Inc.

Switched Access - The method for accessing the Carrier's network by using the local exchange telephone switched network.

Toll Free Access Service (TFAS) - Service accessed by dialing the prefixes "800," "888," "877" or any similar prefix for toll free access long distance services.

You/Your - Whenever used in this tariff, refers to Customer.

We - Whenever used in this tariff, refers to UCN, Inc.

Abbreviations:

LOA - Letter of Agency

PC - Preferred Carrier

PIC - Primary Interexchange Carrier

PICC - Primary Interexchange Carrier Charge

MODULE 4 - ADMINISTRATIVE TERMS AND CONDITIONS

1.1 Undertaking of Company

Our services are furnished twenty-four hours a day, seven days a week to make long distance calls that originate in the Continental United States. Upon reasonable request, Company will arrange for installation, operation, and maintenance of the communications services it provides. Additional charges may apply.

1.2 Limitations

Our services are offered subject to the availability of the necessary facilities and equipment and we reserve the right to discontinue or limit service when necessitated by conditions beyond our control, or if you use our services in violation of this tariff or the law.

We do not undertake to transmit messages, that is, we are not and will not be liable for errors in transmission or for failure to establish connections.

We will refuse to process Calling Card calls when authorization for use of the card cannot be validated.

We reserve the right to discontinue service, limit service, or to impose requirements on you as our customer when required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service. We will determine the exercise of these rights in our reasonable judgment.

1.3 Assignment or Transfer

All services provided under this tariff are directly or indirectly controlled by us and you may not transfer or assign your service or facilities without our express written consent. If we do give our consent, any transfer or assignment is approved only if the transfer or assignment can be completed without an interruption in the use or a change in location of our service or facilities. All terms and conditions contained in this tariff apply to each approved transferee or assignee.

1.4 Use

Our services provided under this tariff may be used for any lawful purpose for which our service is technically suited.

1.5 General Customer Eligibility Requirements.

We offer service if you meet the following general eligibility requirements. Additional eligibility requirements may apply for specific services and will be described and prescribed in the sections of this tariff applicable to each service offering based on specific eligibility requirements in addition to those following.

1.6 No Non-Payment of Charges.

At any time within one year prior to ordering service from us, you may not have had your account with another telecommunications service provider canceled for non-payment of charges.

1.7 Timely Payment of Charges.

At any time within the six (6) months prior to ordering service from us, you may not have had any history of late payment charges for services provided by another telecommunications service provider.

1.8 No History of Delinquencies.

Presently, or at any time during a previous service period with us or any commonly-owned telecommunication service provider, you may not have had or have any delinquencies in payment of applicable charges.

1.9 Creditworthiness.

Prior to and at all times during service terms, you must have and maintain credit worthiness determined to be satisfactory to us in our sole and absolute discretion.

1.10 Limitations on Our Liabilities in Rendering Service

Our liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission that occur in the course of furnishing service or facilities, shall in no event exceed the amount equal to the applicable charges for the period during which the problem with the transmission(s) occur.

Also, we are not liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than ourselves, nor are we liable for any malfunction of any service or facility provided by any other telecommunications service provider, or by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond our control.

Under the law, as a "common carrier" we are not liable for, but you are fully responsible for indemnifying and holding us harmless against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by us in providing services under this tariff; or for any act or omission; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by us, unless directly caused by our own negligence. Further, we are not liable for any defacement of or damages to your premises that result from our furnishing you service unless it is the direct result of our own negligence.

In connection with furnishing toll free access services (the 1+800 type of service), we act as an administrator of those numbers and service (called a "Resp. Org.") or where your toll free access service (TFAS) is not available on the date we committed to, or we cannot otherwise make such service available after we have accepted your order, or we must provide you a number or numbers other than the one(s) you requested and we committed to provide you, or your number or numbers are not included in the TFAS Directory Assistance or are included in an incorrect form, or the Vertical Features available with such services are not obtained or obtained in error, if any of such failure or failures listed above are due solely to our own negligence our liability, if any, is limited to the lesser of (a) the actual monetary damages incurred and proved by you to be the direct result of such failure or failures, or (b) the sum of \$1,000.00. We are not liable at all for (a) circumstances surrounding any FCC actions limiting the availability of 800/888/877 or similar numbers, or (b) the use, misuse, or abuse of your TFAS by third parties, including, without limitation, your employees or members of the public who dial your TFAS number by mistake. Recovery for any injury you may suffer due to the fault of others must be sought from those other parties. In the event we do mis-route a call, our sole liability shall be to provide you a credit equal to the charges for the affected call.

1.11 Use of Recording Devices

You or your Authorized Users may use recording devices when using our service, but you do so at your own risk.

You or your Authorized User may use a recording device only if such use complies with the following requirements.

You must be able to connect or disconnect the recording device, or turn the recording device on or off, at will.

You or your Authorized User may record a conversation if you or your Authorized User obtain a written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

You or your Authorized User must provide a distinctive recorder tone that must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

These requirements will not apply if you are a radio or television broadcast licensee that uses a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

1.12 Taxes, Surcharges and Utility Fees

State and local taxes, including but not limited to gross receipts taxes, sales taxes, and municipal utilities taxes are listed separately and are not included in the rates listed in this tariff.

1.13 Payment for Service

Service is provided and billing is on a monthly basis. Service continues to be provided until thirty days after our receipt of a written request from you for the disconnection of service, unless other restrictions apply. In addition to charges for our service, you must pay any applicable federal, state or local use, excise, sales, or privileges taxes, and/or assessments or fees resulting from the services furnished by us. Such taxes, assessments or fees shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted.

You are responsible for payment of all charges for services furnished by us. This includes payment for all or services (a) originated at your telephone number(s) whether authorized or not; (b) accepted at your number(s) (e.g., 800 service calls, collect calls); (c) billed to the your number(s) via Third Number Billing, the use of a Calling Card, or the use of an Authorization Code, Calling Card Number, or other special billing number we assigned at your request; and/or (d) incurred at your or your representative's specific request.

As a customer of our TFAS, you are responsible for payment for all calls placed to or via your TFAS number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of your service or customer-provided systems, equipment, facilities or services interconnected to your TFAS, which use, misuse or abuse may be occasioned by third parties, including without limitation, your employees and members of the public who dial your TFAS number(s) by mistake.

If notice of a dispute as to your charges is not received, in writing, within thirty (30) days after an invoice is rendered, that invoice shall be deemed correct and is binding upon you. If you have a legitimate dispute, you are nonetheless required to pay the undisputed portion of your bill in its entirety. If your account is not paid within thirty-three (33) days from the date we post your charges to our invoice, all applicable charges for the immediately preceding billing period (the "current invoice") re delinquent. Current invoices are mailed, e-mailed or otherwise sent to you on or by the same date all charges are finally posted for the immediately preceding billing period. Delinquent payments may result in the imposition of a late fee at the rate of one and one-half percent (1.5%) of the unpaid balance per month or the maximum allowable under applicable state law (with the exception of Florida and Georgia, where the rate is at 1.2%). For disputed bills, the terms of payment shall be according to the principles of federal telecommunications law as stated in the Communications Act of 1934, as amended, the decisions of federal and state courts thereunder, the decisions, orders, rules and regulations of the Federal Communications Commission (FCC) and our applicable tariffs or contract as posted on this site or as filed and maintained with the FCC.

If you accumulate more than \$100.00 of undisputed delinquent TFAS Service charges, we will not honor your request to change your service to the administration to another Resp. Org. until such undisputed charges are paid in full.

1.14 Collection Procedures and Obligations

In the event we must incur fees or expenses, including attorney's fees, to collect, or attempt to collect, any charges owed by you, including charges alleged to have resulted from fraud or abuse of your services, you are fully liable for all such fees and expenses, including our reasonable attorney's fees, incurred to collect or to attempt to collect our charges and are further subject to the following legal requirements.

You must pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against us to which you may claim to be entitled. Your duty to pay such charges shall arise upon our demand for payment and you may not delay or defer payment because of the commencement of any legal or equitable action by you or by us in connection with such charges incurred under this tariff.

You further agree that all actions, suits or proceedings to recover charges due under this tariff shall, at our discretion, be prosecuted in the state or federal courts in the state in which we maintain our principal offices. You consent to and submit to the exercise of jurisdiction over the subject matter, waive personal service of any and all process upon you, and consent that all such service of process be made by registered mail directed to your address as known by us. Service so made shall be deemed to be completed five (5) business days after such process shall have been deposited in the mail, postage prepaid. You also waive trial by jury, any objection based on forum non conveniens, any objection to venue or jurisdiction of any action instituted hereunder, and consent to the granting of such legal or equitable relief as deemed appropriate by the Court.

In the event we do incur fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed by you, we will charge you all such fees and expenses reasonably incurred, including the late payment fee on the unpaid charges accruing at a rate of one-and-one half percent (1.5%) per month. Late payment fees on unpaid charges shall begin to accrue thirty-three (33) days from the date we post to your invoice all your applicable charges for the immediately preceding billing period (the "current invoice"). Current invoices are mailed, e-mailed, or otherwise sent to you on or by the same date all charges are finally posted for the immediately preceding billing period. Late payment fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to us.

We shall assess a charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

1.15 Service Term Commitments

Termination Charges - Discontinuance Before Expiration. Should you discontinue service before the expiration of any term commitment specified in this tariff, you shall be liable for termination charges equal to the number of remaining months of the service term commitment.

Discontinuance Without Liability - You may discontinue service before expiration of any term commitment specified in this tariff without incurring the applicable termination charges if you restructure your service by agreeing to a new service term of equal or greater length as that of the service term you discontinue or to a new service with a greater volume commitment for a term, the combination of which (that is, the new term and greater volume commitment) has a value equal to or greater than the value of the service being discontinued.

Renewals - You must provide written notice to us at least thirty (30) days prior to expiration of the term that you will not renew your service to which a term commitment applies or your service shall automatically renew on the same terms and conditions, subject to such changes as may be duly effected by us.

1.16 Deposits

You are required to establish credit. If you have not or do not establish credit to our satisfaction, we will require a deposit as a guarantee of your payment of our charges. If you are an existing customer you may still be required to make a deposit or increase a deposit we presently hold. Your deposit will be held for as long as your financial condition or credit worthiness so warrants as determined by us. The fact that a deposit has been made in no way relieves you from the prompt payment of our bills upon presentation.

1.17 Advance Payments

We may in addition to a deposit or in substitution of a deposit require you to make an advance payment in an amount equal to or less than two months of your estimated billing.

1.18 Interconnection with Other Carriers

Service furnished by us to you may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. You are responsible for all charges billed by other carriers for use in connection with our service. Any special interface equipment or facilities necessary to achieve compatibility between us and other carriers is your responsibility.

1.19 Refusal or Discontinuance by Company

We may refuse or discontinue service for your non-compliance with and/or violation of any Federal, State or municipal law, ordinance or regulation pertaining to telephone service. Service may also be discontinued or refused under the following conditions:

For your neglect or refusal to provide reasonable access to us for the purpose of inspection and maintenance of equipment owned by us; for non-compliance with and/or violation of the Commission's regulations or our rules and regulations; and for non-payment of bills for telephone service thirty-three (33) days from the date we post to your invoice all applicable charges for the immediately preceding billing period (the "current invoice"). Current invoices are mailed, e-mailed, or otherwise sent to you on or by the same date all charges are finally posted for the immediately preceding billing period.

1.20 Disconnection Procedures

We will give you written notice at least one week before we disconnect your service for nonpayment of charges.

We will disconnect you without notice in the event your use of equipment or services adversely affects our equipment, financial status, or our service to others or in the event you tamper with equipment we furnish that is owned by us.

We will disconnect you without notice in the event of unauthorized or fraudulent use of our service. Whenever service is discontinued for fraudulent use of service, before restoring service, we will require you to make, at your own expense, all changes in facilities or equipment necessary to eliminate illegal use and pay us an amount reasonably estimated as the loss in revenues we sustain as a result of the fraudulent or unauthorized use.

We will disconnect you when necessary for us to comply with any order or request of any governmental authority having jurisdiction.

We will disconnect you without notice for any unauthorized or unlawful use of calling card numbers and/or Authorization Codes issued by us or in the event you sell, attempt to sell or otherwise distribute calling cards and/or Authorization Codes or attempt to do so without our prior written consent.

1.21 Inspection, Testing and Adjustment

Upon reasonable notice, the services provided by us must be made available to us for tests and adjustments as may be deemed necessary by us for maintenance. No interruption allowance will be

granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

1.22 Interruption of Service

Credit allowances for interruptions of service which are not due to testing or adjusting, to your negligence, or to the failure of channels, equipment or communications systems provided by you, are subject to the *general liability provisions* set forth herein. It shall be your obligation to notify us immediately of any interruption in service for which you want a credit allowance. Before giving us such notice, you must ascertain that the trouble is not within your control, or is not in your wiring or equipment, if any, connected to our terminal. Interruptions caused by automatic dialing equipment are not deemed an interruption of service as defined in this tariff since you have the option of using the long distance network via local exchange company access.

1.23 Cancellation of Application for Service

No charge applies if you cancel an application for service prior to our start of installation or special construction.

When you cancel an application for service after the start of installation or special construction, you must pay a cancellation fee that is the lesser of 1) the costs incurred by us or 2) the charge for the minimum period of the service ordered, plus applicable installation charges.

You may cancel service by providing thirty (30) days written notice to us. You are responsible for payment of all charges incurred up to the cancellation date and any past due amounts remaining on your bill.

1.24 Marketing of Telecommunications Services

We may use telemarketing, direct mail campaigns, independent agents, or any combination thereof, in the marketing of our services. Each of our agents, telemarketers and all marketing personnel are instructed as to the application of our tariff and that its express terms, conditions and rates are the exclusive authority governing your rights to receive our services.

We expressly disclaim any liability for any of our agent's, telemarketer's or marketing personnel's actions, inactions, representations, promises, and/or statements which in any material way conflict with, or are in contravention of, the provisions of this tariff. You are charged with *constructive notice* of the terms, conditions and rates governing our services made available pursuant to this tariff. You are cautioned to contact us immediately to confirm and/or clarify the exact terms, conditions or rates for service should any question arise with respect to said terms, conditions or rates for service, whether or not such question arises from the actions, inactions, representations, promises, and/or statements of any of our agents, telemarketers, marketing personnel or otherwise.

No agent, telemarketer or marketing personnel may change, alter, revise, move or terminate your rate or service without the express written consent of both of us.

We adhere to the rules of the FCC regarding the procedures to verify your service orders to change your Preferred Interexchange Carrier (PIC). In the event of a dispute about your having selected us as your PIC, the following rules apply:

You must pay us all charges incurred for usage of our services up to the time your service is changed to another PIC of your choosing.

Credits for PIC change charges shall apply in accordance with Rule 64.1100 of the FCC's Rules.

No credit shall be given for any differences in our charges and your previous PIC unless it is reasonably demonstrated that we knew or should have known, prior to the change having been ordered, that your authorization had not been verified by one or more of the procedures set forth in Rule 64.1100 of the FCC Rules.

1.25 Arbitration of Disputes

All disputes concerning or affecting your service, rating of services, transfer of service, payments on account, credits, promotions, special offers or services or any action or service by us or our agents and/or any billing, bills, invoices or statements of account, must be resolved through binding arbitration. A dispute means you fail to pay an invoice or contest it for any reason associated with the ordering, pricing, installation, provisioning, maintenance, repair, interruption, restoration or termination of any service or facility offered under this tariff. Once you raise a dispute, arbitration is mandatory, but you may assert any reasonable claim you think is involved as long as it is directly related to the services we have provided under this tariff. The arbitration shall be administered by a neutral third party administrator (Administrator) jointly chosen by you and us and shall be conducted under rules and procedures normally followed for arbitrations conducted in this country. The obligation to arbitrate is a condition of service under this tariff, and is disclosed in the authorization for service you submitted to us, your "LOA." You retain the right however to file complaints pursuant to applicable statutory provisions if at the conclusion of an arbitration you are not satisfied with the result.

MODULE 5 - DESCRIPTION OF SERVICES

General

Company offers you switched and dedicated outbound long distance service, switched and dedicated inbound toll-free access service and calling card service. Rates for these services vary by specific service offering; and/or time of day, day of week, type of access, mileage, volume and/or term of commitment. In addition, we offer interstate directory assistance and other miscellaneous services.

Our services are provided for the origination and/or termination of long distance telecommunications within the mainland United States with termination only to Alaska, Hawaii, Guam, Puerto Rico, the U.S. Virgin Islands and the Commonwealth of the Northern Mariana Islands. Originating availability varies by service type and we reserve the right to limit our service origination to specific geographic areas.

All of our services are available 24 hours a day, seven days a week.

All of our rates are expressed in U.S. Dollars.

1.1 Service Availability

All of our outbound services are available to you in any area of the U.S. mainland served by an equal access central office. Calls can be placed to any location in the U.S. mainland, Alaska, Hawaii, Guam, Puerto Rico, the U.S. Virgin Islands and the Commonwealth of the Northern Mariana Islands.

All of our TFAS or inbound 800/888/877 etc. services are available to you in any area of the U.S. mainland served by an equal access central office. Calls may originate from the mainland U.S., Alaska, Hawaii, Guam, Puerto Rico, the U.S. Virgin Islands and the Commonwealth of the Northern Mariana Islands.

Our Calling Card Services are available from originating stations throughout the mainland United States.

All other services are available from any location where domestic interexchange service is provided by us on a presubscription basis.

1.2 Usage Charges - Applicable Rate Periods

No rate periods apply to Company's services. Calls are not time of day sensitive.

1.3 Toll Free Access Service - 800/888/877 etc. Numbers

Numbers Must Be Put to Use. If you are assigned one or more Toll Free Access Service (TFAS) telephone numbers, you must make substantial use of each number. "Substantial use" means you or your business must receive at least 30 minutes of calls on average per month or more. Any TFAS telephone number that has not been placed in actual and substantial use during the first sixty (60) day period after service activation may be recovered by us upon written notice to you.

Specifically Requested Numbers. If you request a specific TFAS telephone number, we will require you to give us a *Number Reservation Agreement Form*.

Quantity Limited. At no time may you have more than ten (10) TFAS numbers reserved. Any reservation you get is good for no more than fifteen (15) days. A *TFAS Reservation Fee* must be paid by you. This fee is credited to the unpaid balance on your account after your service has been in actual and substantial use for a consecutive sixty (60) day period.

No Ownership Rights. Nothing in this Section, in any other provision of this tariff, nor in any marketing materials issued by us or on behalf of us, shall give you or any person, including any transferee or assignee of your business or activities, any ownership interest or proprietary right in any particular TFAS number. However, upon placing a number substantially in use as defined above, you do have a controlling interest in the use of the TFAS number(s) assigned to you or your business that you may retain, even if you change your service provider and/or your Resp. Org.

Existing TFAS Numbers at Service Commencement. If you already have been assigned a TFAS number when you begin service with us and request that we take over your TFAS numbers and service when you make your request to us, you must provide us the contact names, telephone number and address of your existing Resp. Org., and you must execute a Letter of Authorization (LOA) to transfer your existing Resp. Org. responsibility for your TFAS number(s) to us to act as your new Resp. Org. If you elect to retain your existing Resp. Org. after transferring your service to us, you must notify us of any changes in your Resp. Org. in the future, in writing, within 48 hours of the change. You remain solely responsible for all outstanding indebtedness for services provided by your previous Resp. Org.(s) or TFAS service provider and you indemnify and save us harmless from any claim or liability you have or incur to any other TFAS service provider before, at or after you transfer your other services to us.

Scope of Our Undertaking. Subject to your entering into a *Resp. Org. Service Agreement* with us, we will perform the function of your Resp. Org. for all the TFAS numbers ordered by you unless you request in writing another Resp. Org. to do so. When we act as your Resp. Org., we will: (1) search for and reserve TFAS number(s) available in the Service Management System (SMS) TFAS database; (2) create and maintain your TFAS number(s) record in the SMS TFAS database; (3) provide you with a single point of contact to report to about your TFAS service and number(s); (4) when we act as your Resp. Org., at your request we will subscribe to the TFAS Directory Listing for your TFAS number(s) (for which a *charge for this Directory Listing* applies); and (5) we will subscribe to *Vertical Features* obtained from local exchange telephone company access tariffs (for which the *charges in the access tariffs* will be passed on to you, plus 15%). The *Vertical Feature* charge will not be counted toward the attainment of any of your volume or revenue commitments should you have any with us and will not be discounted.

Transferring Service. If you transfer your TFAS service to another Resp. Org., we will cease to subscribe to the TFAS Directory Listing Service on your behalf and you are responsible for assuring that your TFAS Directory Listing Service is maintained through your new Resp. Org. You are responsible for payment of any and all of our outstanding TFAS Directory Listing charges, including any unexpired portion of any minimum period applicable to such services. We have no liability for any interruption or other delay, error, mistake, omission or other defect occurring in connection with your transfer of your TFAS Directory Listing.

Cancellation. If you cancel your TFAS, you may elect to retain us as your Resp. Org. at *charges set forth in this tariff*. Further, if you do cancel you are responsible for all outstanding indebtedness owed us and any outstanding charges applicable to your services that we have obtained on your behalf, such as the *Vertical Features charges* of local exchange telephone companies.

Number Administration. In accordance with *FCC regulations*, your TFAS number(s) or "*ANIs*" may only be used for billing and collection, routing, screening, and completion of your calls, that is, calls made by members of the public, your employees or other Authorized Users of your TFAS number(s). Your ANI may not be reused or resold without first notifying us and obtaining our written consent.

1.4 Calling Card Services.

Service Offered. Calling card services permit you to originate calls from locations served with equal access on the U.S. Mainland, or the off-shore points of Alaska, Hawaii, Guam, Puerto Rico, the U.S. Virgin Islands and the Commonwealth of the Northern Mariana Islands and to terminate those calls via our calling card platform to locations on the U.S. Mainland or at such off-shore locations, and to access and use our value added services by and through our calling card platform.

Availability. Calling Card Services are available to you during the life of your service with us.

Service Access. Calling card services are accessed by dialing toll free access numbers. For standard service, you will be given a toll free number that is shared with other customers. Our standard calling card services include all value added services except 3rd Party Call Forwarding.

Calling Card Service Off-Shore Locations. Calling Card calls may be placed from the following off-shore locations - Alaska, Hawaii, Guam, Puerto Rico, the U.S. Virgin Islands and the Commonwealth of the Northern Mariana Islands.

Applicable Billing Increments. Unless otherwise provided herein, rates are distance insensitive, but for calls in which there are more than two parties, (conference calls), route segments are calculated on a per participant basis. Our *standard rate structure* applies and all call increments are *rounded* appropriately.

MODULE 6 - RATE BASIS AND STRUCTURE

Rate Basis. Our charges are based on providing you access to and usage of our network and our related costs of operation. We charge for transporting your calls to their intended destination and for maintaining your connection until you or your called party effectively disconnects from our network. We do not control when effective disconnection occurs as this depends on factors over which we have no or only limited control, such as the availability or absence of automatic time equipment deployed in the network, failure of one party to hang up, attachment of your or your called party's equipment or for other reasons beyond our control. We cannot and do not assume any liability for holding time durations or other call completion problems over which we have no control.

Rating and Billing Methodology. To accurately bill calls, calls are billed using minimum billing increments and additional billing increments. Depending on the duration of your call, we add together the price per minute for your minimum and additional billing increments to obtain your total Transportation Charge. The minimum and additional billing increments are each based on standard industry timing intervals of minutes and seconds.

Rounding. Like most other providers, we use the industry practice of "rounding," that is, in its most basic form, when call duration does not end on the nearest billing increment, the call's duration is rounded to the next whole applicable billing increment. Our rounding will vary based on the call intervals used in billing for a particular service.

MODULE 7 - INTEREXCHANGE SERVICE RATE PLANS

Service Offered. Company offers customers services pursuant to a wide variety of rate plans. Customers may receive service from differing underlying carriers and may choose Outbound 1+ and/or Inbound toll free options. Service is only for calls that originate and terminate in Company's service area and includes 1+ Outbound, 800/888/877 Switched Service and Calling Card Service. Calls are billed in 60 second increments, unless otherwise noted.

Plan Characteristics. Charges are not time-of-day sensitive. In addition, some Plans may include *monthly fees*.

PLAN 1

PLAN 1 is a small business service. It provides Outbound 1+ switched and Inbound toll free calling. Calls are billed in 6 second increments.

Rates:

Outbound 1+ Switched:

Monthly Minutes of Use	Rate
0 - 999	\$0.0808
1,000 - 1,999	0.0768
2,000 - 2,999	0.0687
3,000 - 3,999	0.0663
4,000 - 4,999	0.0654
5,000 - 5,999	0.0614
6,000 - 6,999	0.0606
7,000 - 7,999	0.0566
8,000 - 8,999	0.0525
9,000 - 9,999	0.0485
10,000 - 10,999	0.0445
11,000 +	0.0331

Inbound Toll Free: \$0.095

Directory Assistance: PLAN 1 customers will be charged \$0.95 per minute for interstate Directory Assistance calls.

PLAN 2

PLAN 2 is a residential service. It provides Outbound 1+ switched calling. Calls are billed in 60 second increments.

Rates:

Outbound 1+ Switched

Monthly Minutes of Use	Rates
0 - 999	\$0.090
1,000 - 1,999	0.085
2,000 - 2,999	0.077
3,000 - 3,999	0.072
4,000 - 4,999	0.069
5,000 - 5,999	0.068
6,000 - 6,999	0.063
7,000 - 7,999	0.054
8,000 - 8,999	0.050
9,000 +	0.037

Directory Assistance: PLAN 2 customers will be charged \$0.95 per minute for interstate Directory Assistance calls.

PLAN 3

PLAN 3 is a residential service. It provides Outbound 1+ switched calling and Inbound toll free calling. Calls are billed in 60 second increments.

Rates:

Outbound 1+ Switched:

Monthly Minutes of Use	Rates
0 - 999	\$0.0800
1,000 - 1,999	0.0744
2,000 - 2,999	0.0680
3,000 - 3,999	0.0600
4,000 - 4,999	0.0560
5,000 - 5,999	0.0520
6,000 - 6,999	0.0504
7,000 - 7,999	0.0480
8,000 +	0.0440

Inbound Toll Free: \$0.18

Monthly fee: \$2.50

Directory Assistance: PLAN 3 customers will be charged \$0.95 per minute for interstate Directory Assistance calls.

PLAN 4

PLAN 4 is a switched plan of long distance services available to residential customers. PLAN 4 Option plans include the following services: Outbound 1+ switched and Inbound toll-free services. Calls are billed in 60 second increments.

Rates:

Outbound 1+ Switched

Monthly Minutes of Use	Rates
0 - 2,999	\$0.07
3,000 - 5,999	0.068
6,000 - 8,999	0.063
9,000 - 11,999	0.054
12,000 +	0.050

Inbound Toll Free: \$0.10

Directory Assistance: PLAN 4 customers will be charged \$0.95 per minute for interstate Directory Assistance calls.

PLAN 5

PLAN 5 is a small business switched long distance service offering consisting of 1+ outbound and toll free inbound service. Calls are billed in 6 second increments.

Rates:

Outbound 1+ Switched

Monthly Minutes of Use	Rate
0 - 999	\$0.1150
1,000 - 1,999	0.1093
2,000 - 2,999	0.1081
3,000 - 3,999	0.1070
4,000 - 4,999	0.1035
5,000 - 5,999	0.0978
6,000 - 6,999	0.0943
7,000 - 7,999	0.0932
8,000 - 8,999	0.0920
9,000 - 9,999	0.0874
10,000 - 10,999	0.0863
11,000 - 11,999	0.0751
12,000 - 12,999	0.0727
13,000 - 13,999	0.0646
14,000 +	0.0472

Inbound Toll Free: \$0.1299

Directory Assistance: PLAN 5 customers will be charged \$0.95 per minute for interstate Directory Assistance calls.

PLAN 6

PLAN 6 is a switched long distance offering of services available to business/commercial customers. PLAN 6 includes the following services: 1+ outbound and calling card services. Outbound 1+ switched calls are billed in 6 second increments. Calling card calls are billed for a 60 second minimum increment and 6 second additional increments.

Rates

Outbound 1+ Switched

Monthly Minutes of Use	Rate
0 - 999	\$0.0850
1,000 - 1,999	0.0808
2,000 - 2,999	0.0805
3,000 - 3,999	0.0765
4,000 - 4,999	0.0723
5,000 - 5,999	0.0683
6,000 - 6,999	0.0680
7,000 - 7,999	0.0638
8,000 - 8,999	0.0595
9,000 - 9,999	0.0566
10,000 - 10,999	0.0536
11,000 +	0.0509

Calling Card: \$0.10

Directory Assistance: PLAN 6 customers will be charged \$0.95 per minute for interstate Directory Assistance calls.

PLAN 7

PLAN 7 is a residential service. It provides Outbound 1+ switched calling. Calls are billed in 60 second increments.

Outbound 1+ Switched:

Monthly minutes of Use	Rates
0 - 999	\$0.090
1,000 - 1,999	0.080
2,000 - 2,999	0.077
3,000 - 3,999	0.072
4,000 - 4,999	0.069
5,000 - 5,999	0.054
6,000 - 6,999	0.050
7,000 +	0.037

Directory Assistance: PLAN 7 customers will be charged \$0.95 per minute for interstate Directory Assistance calls.

PLAN 8

PLAN 8 is a small business service that provides Inbound toll free calling. Calls are billed in 6 second increments.

Monthly Minutes of Use	Rate
0 - 999	\$0.1400
1,000 - 1,999	0.1150
2,000 - 2,999	0.1080
3,000 - 3,999	0.1039
4,000 - 4,999	0.0979
5,000 - 5,999	0.0874
6,000 - 6,999	0.0863
7,000 - 7,999	0.0850
8,000 - 8,999	0.0809
9,000 - 9,999	0.0759
10,000 - 10,999	0.0723
11,000 - 11,999	0.0649
12,000 - 12,999	0.0638
13,000 - 13,999	0.0614
14,000 - 14,999	0.0606
15,000 - 15,999	0.0599
16,000 - 16,999	0.0566
17,000 - 17,999	0.0525
18,000 - 18,999	0.0509
19,000 - 19,999	0.0485
20,000 - 20,999	0.0445
21,000 +	0.0331

Monthly access fee: \$2.50

PLAN 9

PLAN 9 is a residential service that provides Inbound toll free calling. Calls are billed in 60 second increments.

Monthly Minutes of Use	Rate
0 - 999	\$0.077
1,000 - 1,999	0.070
2,000 +	0.068

Monthly access fee: \$2.50

PLAN 10

PLAN 10 is a residential/small business service that provides Outbound 1+, Inbound toll free and calling card service at flat rates. Calls are billed in 60 second increments.

Outbound 1+ Switched: \$0.069

A monthly access fee of \$2.99 applies if monthly usage is less than \$20.00

Inbound Toll-Free: \$0.069

A monthly fee of \$1.00 applies

Calling Card: \$0.149

Directory Assistance: PLAN 10 customers will be charged \$0.95 per call for intrastate Directory Assistance.

PLAN 11

PLAN 11 is a residential service that provides Outbound 1+, Inbound toll free and calling card service at flat rates. Calls are billed in 60 second increments.

Outbound 1+ Switched: \$0.069

Monthly Access Fee: \$4.95

Inbound Toll-Free: \$0.089

A monthly fee of \$1.00 applies

Calling Card: \$0.149

Directory Assistance: PLAN 11 customers will be charged \$0.95 per call for interstate Directory Assistance.

PLAN 12

PLAN 12 is a residential service that provides Outbound 1+, Inbound toll free and calling card service at flat rates. Calls are billed in 60 second increments.

Outbound 1+ Switched: \$0.049

A monthly access fee of \$2.99 applies if monthly usage is less than \$20.00

Inbound Toll-Free: \$0.049

A monthly fee of \$1.00 applies

Calling Card: \$0.099

Directory Assistance: PLAN 12 customers will be charged \$0.95 per call for interstate Directory Assistance.

PLAN 13

PLAN 13 is a small business service that provides Outbound 1+ and Inbound toll free service. Outbound 1+ and Inbound toll free usage are billed for an 18 second minimum increment and 6 second additional increments.

Outbound 1+ Switched

Monthly Minutes of Use	Rates
0 - 999	\$0.0708
1,000 - 1,999	0.0604
2,000 - 2,999	0.0526
3,000 - 3,999	0.0489
4,000 - 4,999	0.0467
5,000 - 5,999	0.0446
6,000 +	0.0428

A monthly access fee of \$2.50 applies if monthly usage is less than \$50.00

Inbound Toll Free

Monthly Minutes of Use	Rates
0 - 999	\$0.1160
1,000 - 1,999	0.0989
2,000 - 2,999	0.0863
3,000 - 3,999	0.0801
4,000 - 4,999	0.0764
5,000 - 5,999	0.0731
6,000 +	0.0701

A monthly fee of \$1.00 applies.

Directory Assistance: PLAN 13 customers will be charged \$0.95 for interstate Directory Assistance calls.

PLAN 14

PLAN 14 is a small business service that provides Outbound 1+ and Inbound toll free service. Outbound 1+ and Inbound toll free usage are billed for an 18 second minimum increment and 6 second additional increments.

Outbound 1+ Switched

Monthly Minutes of Use	Rates
0 - 999	\$0.0821
1,000 - 1,999	0.0713
2,000 - 2,999	0.0630
3,000 - 3,999	0.0589
4,000 - 4,999	0.0565
5,000 - 5,999	0.0542
6,000 +	0.0521

A monthly access fee of \$2.50 applies if monthly usage is less than \$50.00

Inbound Toll Free

Monthly Minutes of Use	Rates
0 - 999	\$0.1417
1,000 - 1,999	0.1231
2,000 - 2,999	0.1088
3,000 - 3,999	0.1017
4,000 - 4,999	0.0974
5,000 - 5,999	0.0935
6,000 +	0.0899

A monthly fee of \$1.00 applies.

Directory Assistance: PLAN 14 customers will be charged \$0.95 for interstate Directory Assistance calls.

PLAN 15

PLAN 15 is a small business service that provides Outbound 1+ and Inbound toll free service. Outbound 1+ and Inbound toll free usage are billed for an 18 second minimum increment and 6 second additional increments.

Outbound 1+ Switched

Monthly Minutes of Use	Rates
0 - 999	\$0.0730
1,000 - 1,999	0.0631
2,000 - 2,999	0.0556
3,000 - 3,999	0.0519
4,000 - 4,999	0.0497
5,000 - 5,999	0.0477
6,000 +	0.0458

A monthly access fee of \$2.50 applies if monthly usage is less than \$50.00

Inbound Toll Free

Monthly Minutes of Use	Rates
0 - 999	0.1078
1,000 - 1,999	0.0932
2,000 - 2,999	0.0821
3,000 - 3,999	0.0766
4,000 - 4,999	0.0734
5,000 - 5,999	0.0704
6,000 +	0.0676

A monthly fee of \$1.00 applies.

Directory Assistance: PLAN 15 customers will be charged \$0.95 for interstate Directory Assistance calls.

PLAN 16

PLAN 16 is a commercial service that provides Outbound 1+, Inbound toll free and calling card service at flat rates. Calls are billed in 60 second increments.

Outbound 1+ Switched: \$0.039

A monthly access fee of \$2.99 applies if monthly usage is less than \$20.00

Inbound Toll-Free: \$0.039

A monthly fee of \$1.00 applies

Calling Card: \$0.099

Directory Assistance: PLAN 16 customers will be charged \$0.95 per call for interstate Directory Assistance.

PLAN 17

PLAN 17 is a small business service that provides Outbound 1+, Inbound toll free and calling card service, based on monthly usage and mileage. Customers must meet the minimum volume usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free calls are billed in 6 second increments. Calling card calls are billed in 60 second increments.

Outbound 1+ Dedicated:

Outbound Interstate	Monthly Usage	Terminating Tier		
		A	B	C
Bracket Name	Volume Required	A	B	C
T-Bracket 1	\$ 1,000.00	0.0165	0.0339	0.0815
T-Bracket 2	\$ 1,000.00	0.0145	0.0299	0.0718
T-Bracket 3	\$ 1,000.00	0.0130	0.0267	0.0642
T-Bracket 4	\$ 1,000.00	0.0122	0.0251	0.0603
T-Bracket 5	\$ 1,500.00	0.0117	0.0241	0.0580
T-Bracket 6	\$ 2,000.00	0.0113	0.0232	0.0559
T-Bracket 7	\$ 2,500.00	0.0109	0.0224	0.0539
T-Bracket 8	\$ 3,000.00	0.0105	0.0216	0.0520
T-Bracket 9	\$ 5,000.00	0.0102	0.0209	0.0503
T-Bracket 10	\$ 10,000.00	0.0098	0.0202	0.0487

Inbound Toll Free:

Inbound Interstate	Monthly Usage	Originating Tier		
		A	B	C
Bracket Name	Volume Required	A	B	C
(800)T-Bracket 1	\$ 1,000.00	0.0224	0.0497	0.0838
(800)T-Bracket 2	\$ 1,000.00	0.0198	0.0438	0.0738
(800)T-Bracket 3	\$ 1,000.00	0.0177	0.0391	0.0660
(800)T-Bracket 4	\$ 1,000.00	0.0166	0.0368	0.0620
(800)T-Bracket 5	\$ 1,500.00	0.0160	0.0354	0.0596
(800)T-Bracket 6	\$ 2,000.00	0.0154	0.0341	0.0574
(800)T-Bracket 7	\$ 2,500.00	0.0148	0.0329	0.0554
(800)T-Bracket 8	\$ 3,000.00	0.0143	0.0317	0.0534
(800)T-Bracket 9	\$ 5,000.00	0.0138	0.0307	0.0517
(800)T-Bracket 10	\$ 10,000.00	0.0134	0.0297	0.0500

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: PLAN 17 customers will be charged \$0.95 for interstate Directory Assistance calls.

PLAN 18

PLAN 18 is a small business service that provides Outbound 1+, Inbound toll free and calling card service. Customers must meet their minimum usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free usage are billed in 6 second increments. Calling Card usage is billed in 60 second increments.

Outbound 1+ Dedicated

Monthly Minutes of Use	Rates
0 - 1,999	\$0.0556
2,000 - 3,999	0.0488
4,000 - 5,999	0.0435
6,000 - 7,999	0.0408
8,000 - 9,999	0.0392
10,000 - 11,999	0.0377
12,000 -13,999	0.0364
14,000 - 15,999	0.0351
16,000 - 17,999	0.0341
18,000 +	0.0321

Inbound Toll Free

Monthly Minutes of Use	Rates
0 - 1,999	\$0.0659
2,000 - 3,999	0.0578
4,000 - 5,999	0.0515
6,000 - 7,999	0.0484
8,000 - 9,999	0.0465
10,000 - 11,999	0.0447
12,000 -13,999	0.0431
14,000 - 15,999	0.0416
16,000 - 17,999	0.0404
18,000 +	0.0381

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: PLAN 18 customers will be charged \$0.95 for interstate Directory Assistance calls.

PLAN 19

PLAN 19 is a small business service that provides Outbound 1+, Inbound toll free and calling card service. Customers must meet their minimum usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free usage are billed in 6 second increments. Calling Card usage is billed in 60 second increments.

Outbound 1+ Dedicated

Monthly Minutes of Use	Rates
0 - 1,999	\$0.0671
2,000 - 3,999	0.0590
4,000 - 5,999	0.0525
6,000 - 7,999	0.0493
8,000 - 9,999	0.0474
10,000 - 11,999	0.0456
12,000 -13,999	0.0440
14,000 - 15,999	0.0424
16,000 - 17,999	0.0405
18,000 +	0.0382

Inbound Toll Free

Monthly Minutes of Use	Rates
0 - 1,999	\$0.0824
2,000 - 3,999	0.0724
4,000 - 5,999	0.0645
6,000 - 7,999	0.0605
8,000 - 9,999	0.0582
10,000 - 11,999	0.0560
12,000 -13,999	0.0539
14,000 - 15,999	0.0520
16,000 - 17,999	0.0497
18,000 +	0.0469

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: PLAN 19 customers will be charged \$0.95 for interstate Directory Assistance calls.

PLAN 20

PLAN 20 is a small business service that provides Outbound 1+, Inbound toll free and calling card service. Customers must meet their minimum usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free usage are billed in 6 second increments. Calling Card usage is billed in 60 second increments.

Outbound 1+ Dedicated

Monthly Minutes of Use	Rates
0 - 999	\$0.0392
1,000 - 1,999	0.0344
2,000 - 2,999	0.0307
3,000 - 3,999	0.0288
4,000 - 4,999	0.0276
5,000 - 5,999	0.0266
6,000 - 6,999	0.0256
7,000 - 7,999	0.0247
8,000 - 8,999	0.0236
9,000 - 9,999	0.0225
10,000 +	0.0199

Inbound Toll Free

Monthly Minutes of Use	Rates
0 - 999	\$0.0411
1,000 - 1,999	0.0361
2,000 - 2,999	0.0322
3,000 - 3,999	0.0302
4,000 - 4,999	0.0290
5,000 - 5,999	0.0279
6,000 - 6,999	0.0269
7,000 - 7,999	0.0260
8,000 - 8,999	0.0248
9,000 - 9,999	0.0236
10,000 +	0.0208

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: PLAN 20 customers will be charged \$0.95 for interstate Directory Assistance calls.

PLAN 21

PLAN 21 is a small business service that provides Outbound 1+, Inbound toll free and calling card service. Outbound 1+ and Inbound toll free usage are billed for an 18 second minimum increment and 6 second additional increments. Calling Card usage is billed in 60 second increments.

Outbound 1+ Switched

Monthly Minutes of Use	Rates
0 - 999	\$0.0708
1,000 - 1,999	0.0604
2,000 - 2,999	0.0526
3,000 - 3,999	0.0489
4,000 - 4,999	0.0467
5,000 - 5,999	0.0446
6,000 +	0.0428

A monthly access fee of \$2.50 applies if monthly usage is less than \$50.00

Inbound Toll Free

Monthly Minutes of Use	Rates
0 - 999	\$0.1160
1,000 - 1,999	0.0989
2,000 - 2,999	0.0863
3,000 - 3,999	0.0801
4,000 - 4,999	0.0764
5,000 - 5,999	0.0731
6,000 +	0.0701

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: PLAN 21 customers will be charged \$0.95 for interstate Directory Assistance calls.

PLAN 22

PLAN 22 is a small business service that provides Outbound 1+, Inbound toll free and calling card service. Outbound 1+ and Inbound toll free usage are billed for an 18 second minimum increment and 6 second additional increments. Calling Card usage is billed in 60 second increments.

Outbound 1+ Switched

Monthly Minutes of Use	Rates
0 - 999	\$0.0730
1,000 - 1,999	0.0631
2,000 - 2,999	0.0556
3,000 - 3,999	0.0519
4,000 - 4,999	0.0497
5,000 - 5,999	0.0477
6,000 +	0.0458

A monthly access fee of \$2.50 applies if monthly usage is less than \$50.00

Inbound Toll Free

Monthly Minutes of Use	Rates
0 - 999	\$0.1078
1,000 - 1,999	0.0932
2,000 - 2,999	0.0821
3,000 - 3,999	0.0766
4,000 - 4,999	0.0734
5,000 - 5,999	0.0704
6,000 +	0.0676

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: PLAN 22 customers will be charged \$0.95 for interstate Directory Assistance calls.

PLAN 23

PLAN 23 is a small business service that provides Outbound 1+, Inbound toll free and calling card service. Outbound 1+ and Inbound toll free usage are billed for an 18 second minimum increment and 6 second additional increments. Calling Card usage is billed in 60 second increments.

Outbound 1+ Switched

Monthly Minutes of Use	Rates
0 - 999	\$0.0821
1,000 - 1,999	0.0713
2,000 - 2,999	0.0630
3,000 - 3,999	0.0589
4,000 - 4,999	0.0565
5,000 - 5,999	0.0542
6,000 +	0.0521

A monthly access fee of \$2.50 applies if monthly usage is less than \$50.00

Inbound Toll Free

Monthly Minutes of Use	Rates
0 - 999	\$0.1417
1,000 - 1,999	0.1231
2,000 - 2,999	0.1088
3,000 - 3,999	0.1017
4,000 - 4,999	0.0974
5,000 - 5,999	0.0935
6,000 +	0.0899

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: PLAN 23 customers will be charged \$0.95 for interstate Directory Assistance calls.

Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation regulations, an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge will not apply to: calls using Telecommunications Relay Service; calls originated by Customers who are certified as having qualified hearing or speech impairments; and calls placed from payphones at which the Customer pays for service by inserting coins during the progress of the call.

Public Pay Telephone Surcharge

Rate per Call	\$0.55
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MODULE 8 - PROMOTIONS

Promotions. From time to time, Company may offer promotions waiving some or all of the non-recurring charges for eligible Customers of targeted products for a limited period of time, not to exceed 90 days. Such promotions will be made available to all similarly situated Customers in the target market area.

MODULE 9 - MISCELLANEOUS SERVICES AND CHARGES

Contract Services

We do not ordinarily offer service to Alaska, Hawaii, Guam, Puerto Rico, the U.S. Virgin Islands and the Commonwealth of the Northern Mariana Islands, but you may choose to select service to those locations under an individual contract. Service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

MODULE 10 - TAXES, FEES AND SURCHARGES

**Module 10 revised November 1, 2013.

In addition to the monthly service charges billed for the Company services, surcharges, taxes, fees and other charges may be applied to your monthly invoice based on the type of service you have and your geographical location, among other factors. Examples include, but are not limited to:

Federal Regulatory Fees and Taxes

10.1 Federal Universal Service Fund (FUSF). The Telecommunications Act of 1996 requires that the Company contribute to the Federal Universal Service Fund ("FUSF"). The FUSF helps to make phone service affordable and available to all Americans, including consumers with low incomes; those living in areas where the cost of providing telephone service is high; public schools and libraries; and rural health care providers. The FCC delegates the administration of the FUSF to the Universal Service Administrative Company ("USAC"). Each quarter, USAC announces, and the FCC approves, a "contribution factor." The contribution factor is a percentage of the total interstate/international end-user revenue that the carrier is responsible for contributing to the FUSF in order to sustain the FUSF System. As permitted by FCC regulations, the Company has opted to bill FUSF as a separate line item to end-user customers. Consistent with such regulations, the Company only bills FUSF line item charges in an amount equal to the quarterly contribution factor currently in effect. This is a permissible pass-through fee but is not a tax or charge mandated by the government.

Please visit [USAC's Website](#) for more information on the FCC's Universal Service Fund.

10.2 Cost Recovery Fee (CRF). A charge equal to 3.49 percent appearing on a Customer's invoice (excluding taxes) will apply to services subject to direct regulation by the FCC. This charge is being imposed to recover costs incurred by the Company for fees, contributions and/or charges associated with telecommunications services for the sight and hearing impaired, local number portability, North American Numbering Plan administration, and administrative costs, fees and expenditures related to compliance with Federal regulatory programs and annual FCC regulatory fee obligations. This is a permissible pass-through fee but is not a tax or charge mandated by the government. For more information on the various programs supported by the CRF, please see below.

Federal Telecommunications Relay Services (TRS) Fund. The Telecommunications Relay Services ("TRS") Fund was established by the FCC in 1993 to reimburse TRS providers for the cost of providing interstate TRS services. TRS services are telephone transmission services that provide hearing or speech challenged individuals with the ability to use a traditional telephone.

Under the FCC's rules, the Company must contribute a percentage of its interstate and international end-user telecommunications revenues to the TRS Fund. The Company collects applicable fees from customers and remits them to the relevant authorities.

Local Number Portability Administration (LNPA). Local Number Portability ("LNP") is a customer's ability to keep existing phone numbers when switching to another service provider. The Company must provide LNP, as well as contribute to the FCC's LNPA program, designed to diffuse the costs of administering LNP. The Company pays a proportionate share of the LNP costs in each region in which it operates and has customers. This fee varies frequently by region.

North American Numbering Program Administration (NANPA). The North American Numbering Plan ("NANP") is an integrated telephone numbering plan for the Public Switched Telephone Network ("PSTN") serving multiple countries including the United States and its territories. It is administered by the North American Numbering Plan Administration ("NANPA").

Under the FCC's rules, the Company must contribute to the costs of numbering administration. Contributions are based on a percentage of the Company's revenues

from customers using international, intrastate and interstate services. The percentage varies annually.

Annual Regulatory Fee. The Company, as an interstate service provider, must pay an annual regulatory fee to the FCC. This fee varies annually.

State and Local Taxes

States, counties, cities, and special taxing districts may assess various taxes on the Company's Services and/or phone sales. These may include specific taxes on communications services, sales, use and excise taxes, gross receipts taxes, property taxes and others. The Company collects applicable taxes from customers and remits them to the taxing authorities.

State and Local E911/911 Fees

10.3 Enhanced 911 Fee (E911). Some states and localities require the Company to collect a fee to help support state and local Enhanced 911 ("E911") Funds. These funds support state and local 911 services. These fees vary by state and locality. The Company collects these fees from customers and remits them to the various fund administrators.

State and Local Regulatory Fees

10.4 State Universal Service Fund (USF). The Company may also be required to contribute to State Universal Service Funds ("USF"). The funds may be used to assist in providing universal service and to support a variety of other programs at the state level. The Company collects applicable charges from customers. This is a permissible pass-through fee but is not a tax or charge mandated by the government.

10.5 Telecommunications Relay Services (TRS) Fund. Some states also require contributions to State Telecommunications Relay Services ("TRS") Funds to offset the cost of providing local transmission services that provide hearing or speech challenged individuals with the ability to use a traditional telephone. Many states require the Company to collect this fee and remit it to the governing authority. The Company collects applicable fees from customers and remits them to the relevant authorities.

Administrative and Monthly Fees

10.6 Admin Fee. A charge equal to 3.21 percent of charges appearing on a Customer's invoice (excluding taxes) will apply to all products and services purchased by Customer. This charge is being imposed to recover non-regulatory costs imposed on the Company by its carriers and suppliers.