

RATES, TERMS AND CONDITIONS DOCUMENT  
CONTAINING  
RATES, TERMS AND CONDITIONS  
APPLICABLE TO  
LONG DISTANCE SERVICES  
FURNISHED BY

**NORTH PENN LONG DISTANCE CORPORATION**

FOR INTERSTATE AND INTERNATIONAL LONG DISTANCE SERVICES  
AS PROVIDED FOR HEREIN.

DATE

## LONG DISTANCE SERVICES

**TABLE OF CONTENTS**

	<b><u>Page No.</u></b>
<b>Section 1:     <u>General</u> .....</b>	<b>1-1</b>
1.1     Application of Rates, Terms and Conditions .....	1-1
1.2     Definitions.....	1-2
<b>Section 2:     <u>Terms and Conditions – Interstate and International Long Distance Services</u> .....</b>	<b>2-1</b>
2.1     Undertaking of the Company .....	2-1
2.1(a)    Scope .....	2-1
2.1(b)    Limitations.....	2-1
2.2     Obligations of the Customer.....	2-1
2.3     Liabilities of the Company .....	2-3
2.4     Service Orders.....	2-3
2.5     Charges and Payments for Service or Facilities.....	2-4
2.5(a)    Deposits .....	2-4
2.5(b)    Description of Payment and Billing Periods .....	2-4
2.5(c)    Taxes and Other Charges .....	2-5
2.5(d)    Payment and Late Payment Charge.....	2-5
2.5(e)    Returned Check Charge .....	2-5
2.5(f)    Credit Allowance/Service Interruptions .....	2-6
2.5(g)    Service Interruption Measurement .....	2-6
2.6     Termination or Denial of Service by the Company .....	2-7
2.7     Billing Disputes .....	2-7
<b>Section 3:     <u>General Classification and Description of the Company's Service - Interstate and International Long Distance Services</u> .....</b>	<b>3-1</b>
3.1     Service Points.....	3-1
3.2     Measurements/Availability of Service.....	3-1
3.3     Timing of Calls .....	3-1
3.4     Method of Applying Rates .....	3-2
3.4(a)    Interstate Long Distance Services.....	3-2
3.4(b)    International Long Distance Service .....	3-2
3.5     Promotional Discounts .....	3-2
3.6     Dialed Long Distance Services .....	3-3
3.7     Directory Assistance .....	3-3
3.8     Payphone Origination Charge .....	3-4

DATE

LONG DISTANCE SERVICES

**TABLE OF CONTENTS** (Cont'd)

**Page No.**

**Section 4: Rates for Interstate Long Distance Service ..... 4-1**

4.1 Returned Check Charge ..... 4-1

4.2 Residential Direct Dial Services..... 4-1

4.3 Business Direct Dial Service ..... 4-1

4.4 Directory Assistance..... 4-2

4.5 Payphone Origination Charge ..... 4-2

4.6 Universal Service Fund (USF) Fee ..... 4-2

**Section 5: Rates for International Long Distance Service ..... 5-1**

5.1 Returned Check Charge..... 5-1

5.2 Rate Schedules..... 5-1

5.2(a) Standard International Service..... 5-1

## LONG DISTANCE SERVICES

**1. General****1.1 Application of Rates, Terms and Conditions**

- (a) The rates, terms and conditions contained within this document, hereinafter referred to as "Rates, Terms and Conditions," are applicable to the provision of Interstate Long Distance Service and International Long Distance Service, hereinafter collectively or individually referred to as "Service", by North Penn Long Distance Corporation, hereinafter referred to as the "Company", as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions. By accepting Service from the Company, the Customer accepts these Rates, Terms and Conditions as a binding agreement between the Customer and the Company.
- (b) These Rates, Terms and Conditions are incorporated by reference in the North Penn Long Distance Corporation Long Distance Services Agreement (Long Distance Services Agreement). The Long Distance Services Agreement and the Rates, Terms and Conditions together comprise the rates, terms and conditions applicable to provision of Interstate Long Distance Service and International Long Distance Services by the Company. A copy of the Long Distance Service Agreement is attached at the beginning of this Rates, Terms and Conditions Document. In the event there is a conflict between terms and conditions in the Long Distance Services Agreement and terms and conditions in the Rates, Terms and Conditions, the terms and conditions in the Long Distance Services Agreement shall apply.
- (c) The Company may change the Long Distance Services Agreement, including the incorporated Rates, Terms and Conditions, from time to time. Changes in rates, terms and conditions are effective no sooner than fifteen (15) days after the Company posts the modifications to the Long Distance Services Agreement or Rates, Terms and Conditions on its web site. The Company will also notify Customers of increases by bill message, bill insert or other reasonable commercial method at least fifteen (15) days prior to the effective date for the increases. Advance notice does not apply to increases in taxes and other charges described in Section 2.5.(c) of the Rates, Terms and Conditions. The Company may decrease rates and charges without providing advance notice. Use of the company's services after the fifteen (15) day notice period shall be construed as Customer's consent to the changed rates, terms and conditions of this agreement.
- (d) The provision of such Service by the Company as set forth in these Rates, Terms and Conditions does not constitute a joint undertaking with the Customer for the furnishing of any Service.
- (e) The Rates, Terms and Conditions contained herein are not applicable to Intrastate Long Distance Service. The Company provides Intrastate Long Distance Service under PA P.U.C. Toll Tariff No. 1 filed with the Pennsylvania Public Utility Commission. Notwithstanding the inapplicability of the Rates, Terms and Conditions to Intrastate Long Distance Service, the rates for certain Intrastate Long Distance Services tariffed in the PA P.U.C. Toll Tariff No. 1 may or may not be the same as rates for the corresponding Interstate Long Distance Service under the Rates, Terms and Conditions. The PA P.U.C. Toll Tariff No. 1 may be viewed at the Company's offices.

## LONG DISTANCE SERVICES

**1. General (Cont'd)**1.2 Definitions

Certain terms used throughout these Rates, Terms and Conditions are defined as follows:

Access Code

A sequence of numbers that, when dialed, connect the caller to the Provider associated with that sequence.

Application for Service

A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the Service as required.

Calling Card Service

Calling Card Service is a Long Distance Service provided by the Company through use of a Company-issued calling card to make Interstate Long Distance and International Long Distance calling card calls through the use of a specific "1-800" toll free telephone number provided by the Company for access to the calling card service.

Company

North Penn Long Distance Corporation, unless the context indicates otherwise.

Customer

Any individual, partnership, association, trust, corporation, cooperative or governmental agency or other entity which utilizes the Services provided by the Company. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Rates, Terms and Conditions.

Customer Dialed Calling Card Call

A Calling Card Call which is dialed by the Customer and may or may not require intervention by an attended operator position to complete.

Customer Provided Equipment

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

Domestic

Domestic points include all fifty (50) states and all U.S. territories and possessions as defined in the Communications Act of 1934, and as amended by the Telecommunications Act of 1996, and as further defined by the Federal Communications Commission in their orders.

DATE

## LONG DISTANCE SERVICES

**1. General (Cont'd)**1.2 Definitions (Cont'd)Equal Access

Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

ECC

The Federal Communications Commission.

International Long Distance Service

International Long Distance Service is a Long Distance Service involving a telephone call originating in one country and terminating in another country.

Interstate Long Distance Service

Interstate Long Distance Service is a Long Distance Service involving a telephone call originating in one state and terminating in another state (also referred to as a "state-to-state" call). The term "state" for purposes of Interstate Long Distance Service includes all Domestic points including all fifty (50) states and U.S. territories and possessions.

Intrastate Long Distance Service

Intrastate Long Distance Service is a Long Distance Service involving a telephone call originating and terminating in the same state (also referred to as a "in-state" call).

Local Exchange Carrier (LEC)

A telephone company which furnishes local exchange services.

Long Distance Service (LDS)

The term "Long Distance Service" denotes the furnishing of station-to-station direct dial interstate and international switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's Points of Presence to domestic points and international points and Calling Card Services made with the use of a Company issued Calling Card.

DATE

LONG DISTANCE SERVICES

1. **General (Cont'd)**

1.2 **Definitions (Cont'd)**

Rates, Terms and Conditions

Rates, Terms and Conditions refers to this document as a whole comprising the rates, terms and conditions applicable to the provision of Services to Customers by the Company.

Service

The offerings of the Company comprising Interstate Long Distance Service and International Long Distance Service.

Telecommunications

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

DATE

## LONG DISTANCE SERVICES

**2. Terms and Conditions – Interstate and International Long Distance Services****2.1 Undertaking of the Company****(a) Scope**

The Company is a carrier providing Interstate Long Distance Service and International Long Distance Service to Customers for their direct transmission of voice, data and other types of telecommunications within the United States, between points in the United States and international points, as described in these Rates, Terms and Conditions.

**(b) Limitations**

(i) The services provided pursuant to these Rates, Terms and Conditions are offered subject to the availability of facilities and the other provisions of these Rates, Terms and Conditions.

(ii) The Company does not undertake to transmit communications or messages, but rather furnishes facilities, Service and equipment for such transmissions by the Customer.

(iii) The Company retains the right to deny Service to any Customer which fails to comply with the rules and regulations of these Rates, Terms and Conditions, or other applicable rules, regulations or laws.

**2.2 Obligations of the Customer**

(a) All Customers assume general responsibilities in connection with the provision and use of the Company's Service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.

(b) The Customer is responsible for the payment of all charges for any and all Services or facilities provided by the Company to the Customer.

(c) Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.

(d) The Company reserves the right to discontinue the use of any code provided to the Customer and to substitute another code for such Customer's use.

(e) The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.

DATE

## LONG DISTANCE SERVICES

**2. Terms and Conditions – Interstate and International Long Distance Services (Cont'd)****2.2 Obligations of the Customer (Cont'd)**

- (f) Nothing contained herein, or in any other provision of these Rates, Terms and Conditions, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.
- (g) The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.
- (h) The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for long distance services and/or facilities connecting the Customer and the Company.
- (i) In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of these Rates, Terms and Conditions against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.
- (j) The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:
  - (i) Using the Service for any purpose which is in violation of any law.
  - (ii) Obtaining or attempting to obtain Services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.
  - (iii) Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.
  - (iv) Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.
  - (v) Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

DATE

## LONG DISTANCE SERVICES

**2. Terms and Conditions – Interstate and International Long Distance Services (Cont'd)****2.2 Obligations of the Customer (Cont'd)**

- (k) The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68, and for all maintenance of such equipment and/or facilities.

**2.3 Liabilities of the Company**

Except as stated in this Section 2.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in the Rates, Terms and Conditions.

- (a) The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of Service under the Rates, Terms and Conditions including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under the Rates, Terms and Conditions applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.
- (b) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.
- (c) The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any customer or due to the failure of customer provided equipment, facilities or services.

**2.4 Service Orders**

The Customer must place an Application for Service with the Company to initiate, cancel or change the Services provided pursuant to these Rates, Terms and Conditions. Applications for Services may be either in writing or orally and provide, at a minimum, the following information:

- (a) Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.
- (b) Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from (a) above.

DATE

## LONG DISTANCE SERVICES

**2. Terms and Conditions – Interstate and International Long Distance Services (Cont'd)****2.5 Charges and Payments for Service or Facilities****(a) Deposits**

- (i) The Company may, in order to safeguard its interests, require a Customer to make a suitable deposit or provide a surety bond or letter of credit in the amount of the required deposit as a guarantee of the payment of charges. The Company shall have the right to require the Customer to make a deposit prior to or at any time after provision of any Service, not to exceed three (3) months estimated charges. The Company may increase the amount of the deposit to reflect increases to the Customer's annual bill. The Customer will receive a receipt for the deposit.
- (ii) Any deposit as referred to in this Section shall be held by the Company to secure the payment of the Customer's bill. At the Company's option, the deposit may be refunded or credited to the Customer at any time prior to the termination of Service.
- (iii) Interest will be paid by the Company on all sums held on deposit at the rate established statutorily for customer deposits. The interest will be accrued for the period during which the deposit is held by the Company.

**(b) Description of Payment and Billing Periods**

- (i) Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.
- (ii) When billing functions are performed by a Local Exchange Carrier (LEC), commercial credit card company or others, the payment conditions and requirements of such LEC, commercial credit card company or other entity performing billing functions apply, including any applicable interest.
- (iii) In the event a Local Exchange Carrier, commercial credit card company or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own billing and collection procedures which shall be consistent with all applicable statutes, rules and regulations.

DATE

## LONG DISTANCE SERVICES

**2. Terms and Conditions – Interstate and International Long Distance Services (Cont'd)****2.5 Charges and Payments for Service or Facilities (Cont'd)****(c) Taxes and Other Charges**

In addition to payment for Services, Customer must pay all taxes, fees, surcharges and other charges that the Company bills Customer related to Services. Taxes and surcharges will be in the amounts that federal, state and local authorities require the Company to bill Customer. The company will not provide advance notice of changes to taxes and surcharges, except as required by applicable law. All such taxes and charges shall be separately shown and charged on bills rendered by Company or its billing agent.

**(d) Payment and Late Payment Charge**

- (i) Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due.
- (ii) Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.
- (iii) Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5(d)(i). Restoration of Service will be subject to all applicable installation charges.

**(e) Returned Check Charge**

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth herein. Such charge will be applicable on each occasion when a check is returned or not processed.

DATE

## LONG DISTANCE SERVICES

**2. Terms and Conditions – Interstate and International Long Distance Services (Cont'd)****2.5 Charges and Payments for Service or Facilities (Cont'd)****(f) Credit Allowance/Service Interruptions**

- (i) Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- (ii) Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
- (iii) The Customer shall notify the Company of failures of Service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
- (iv) Only those portions of the Service or equipment operation disabled will be credited.
- (v) Any credit provided to the Customer under these Rates, Terms and Conditions shall be determined in accordance with the provisions of Section 2.5(g).

**(g) Service Interruption Measurement**

- (i) In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all Service charges billed by the Company for Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.
- (ii) A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

DATE

## LONG DISTANCE SERVICES

**2. Terms and Conditions – Interstate and International Long Distance Services (Cont'd)****2.6 Termination or Denial of Service by the Company**

In the event of nonpayment of any bill rendered or any required deposit, the Company may, after written notice, suspend Customer's Service. The Company may, immediately and without notice to Customer, and without liability of any nature, temporarily deny, terminate, or suspend Customer's Service:

- (a) in the event Customer or Customer's agent: (i) willfully damages the Company's equipment, interferes with use of the Company's Service by other customers of the Company; (ii) unreasonably places capacity demands upon the Company's facilities or Service; or (iii) violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (iv) otherwise fails to comply with the provisions of the Rates, Terms and Conditions or applicable law; or
- (b) in the event Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or
- (c) in the event that the Company determines that any Service is being used fraudulently or illegally, whether by Customer or Customer's agent.

**2.7 Billing Disputes**

If Customer believes Customer has been billed by the Company in error, Customer must contact the Company within sixty (60) days of the date of the bill which contains the disputed charge. Refunds or adjustments will not be issued for any charge that is more than sixty (60) days old at the time Customer notifies the Company. Customer may withhold from payment to the Company the disputed portion of any bill pending resolution of the dispute. Customer must pay all non-disputed charges on the bill by the due date indicated on the bill. The Company will notify Customer of the results of its inquiry, and either adjust the billing, issue a credit, or notify Customer that all or a portion of the disputed amount is still owed. Customer will be required to pay such amount within fifteen, (15) days thereafter, and if Customer fails to pay this amount within the time required, Customer's account will be deemed past due and unpaid and Customer's Service subject to termination under Section 2.6 above. Any payments Customer withholds pending resolution of the dispute may be subject to a late payment charge at the highest interest rate allowable by law applied to past due amounts.

DATE

## LONG DISTANCE SERVICES

**3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services****3.1 Service Points**

- (a) The Company provides originating Service from domestic points in the United States to domestic points identified in these Rates, Terms and Conditions.
- (b) The Company provides terminating Service from domestic points in the United States to international points identified in these Rates, Terms and Conditions.

**3.2 Measurements/Availability of Service**

The Service is available at the rates listed in Sections 4 and 5, through subscription to any of the long distance service offerings available from the Company. Each of these offerings utilizes the same rate schedules but have different rates and billing increments for each of the rate schedules.

**3.3 Timing of Calls**

- (a) Unless otherwise indicated in these Rates, Terms and Conditions, calls are timed by the Company in sixty (60) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed domestic call is sixty (60) seconds, unless otherwise specified. The minimum call duration for a completed international call is sixty (60) seconds, unless otherwise specified.
- (b) The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," i.e., upon the seizure of an inbound trunk.
- (c) The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.
- (d) There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls which are in progress longer than one minute will be presumed to have been answered.

DATE

## LONG DISTANCE SERVICES

**3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)****3.4 Method of Applying Rates****(a) Interstate Long Distance Services**

- (i) Calls that begin in one rate period and terminate in another will be billed at the rate applicable for each respective minute of the call.
- (ii) Unless specified otherwise in these Rates, Terms and Conditions, the duration of each call for billing purposes will be rounded off to the nearest higher sixty (60) second increment.

**(b) International Long Distance Services**

- (i) Calls that begin in one rate period and terminate in another will be billed for the entire call duration at the rate applicable at the commencement of the call.
- (ii) Unless specified otherwise in these Rates, Terms and Conditions, the duration of each call for billing purposes will be rounded off to the nearest higher sixty (60) second increment.

**3.5 Promotional Discounts**

The Company may from time to time offer promotional discounts. Such discounts will be for a specified period of time, will not exceed published rates, and will be offered to all qualifying Customers.

DATE

## LONG DISTANCE SERVICES

**3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)****3.6 Dialed Long Distance Services**

- (a) Dialed Long Distance Services are measured use, full time services utilizing interstate and international communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, where available, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer security code.
- (b) Depending upon the service option chosen by the Customer, the charges for the use of such interstate or international communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.
- (c) All Customers shall be charged the rates identified in Sections 4 and 5.
- (d) Domestic points include all fifty (50) states and all U.S. territories and possessions as defined in the Communications Act of 1934, and as amended by the Telecommunications Act of 1996, and as further defined by the Federal Communications Commission in their orders.

**3.7 Directory Assistance**

The Company will provide Directory Assistance Service for the convenience of its customers in obtaining telephone numbers in the domestic United States. All Customers shall be charged the rates identified in Section 4.

DATE

LONG DISTANCE SERVICES

**3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)**

**3.8 Payphone Origination Charge**

- (a) A Payphone Origination Charge applies to all completed consumer interstate long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. The Charge applies to:

- Calling card service
- Collect calls
- Third party billed
- Directory Assistance calls
- Pre-paid card service
- Toll Free "1-8YY" Calls

- (b) The Charge does not apply to:

- Calls paid for by inserting coins
- Calls placed from stations other than public/semi-public payphones
- Calls placed to Telecommunications Relay Service for the hearing impaired
- Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier.

- (c) The Payphone Origination Charge rate is as specified in Section 4 herein.

DATE

LONG DISTANCE SERVICES

**4. Rates for Interstate Long Distance Service**

4.1 Returned Check Charge

A Customer whose payment by check is returned for insufficient funds, or is otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed. If the returned check was for a combined interstate and international balance, only a single returned check charge will apply.

Per Occasion                      \$25.00

4.2 Residential Direct Dial Services

Per Minute (Monday-Sunday, All Day)                      \$0.08  
Per Month, Per Line    \$1.99

4.3 Business Direct Dial Service

Per Minute (Monday-Sunday, All Day)                      \$0.11  
Per Month, Per Line    \$2.49

## LONG DISTANCE SERVICES

**4. Rates for Interstate Long Distance Service (Cont'd)**4.4 Directory Assistance

Rates for directory assistance service for residential and business customers for all domestic points. The rates are as follows:

	Rate
Per Request	\$1.25

4.5 Payphone Origination Charge

Per Call	\$0.75
----------	--------

4.6 Universal Service Fund (USF) Fee

Each customer will be charged a monthly Universal Service Fund Fee. This service charge will apply to all interstate long distance services that are provided for within these Rates, Terms and Conditions. The Universal Service Fund Fee will be calculated by multiplying the total monthly Interstate Long Distance Service charges by the percentage rate established by the Federal Communications Commission.

DATE

## LONG DISTANCE SERVICES

**5. Rates for International Long Distance Service**5.1 Returned Check Charge

A Customer whose payment by check is returned for insufficient funds, or is otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed. If the returned check was for a combined interstate and international balance, only a single returned check charge will apply.

Per Occasion \$25.00

5.2 Rate Schedules(a) Standard International Service

Rates for Direct Dialed International Message Telecommunications Service

1+ International Rates For Calls Made From The Domestic U.S.

Rates are Monday – Sunday, All Day

In addition to regular Direct Dialed International Message Telecommunication Service rates (DDD Per Minute Rate) for calls terminating to a wireline telephone number, separate rates may exist for calls terminating to a cellular telephone number (Cellular Per Minute Rate).

DATE

## LONG DISTANCE SERVICES

**5. Rates for International Long Distance Service (Cont'd)**5.2 Rate Schedules (Cont'd)(a) Standard International Service (Cont'd)

COUNTRY	RATE
Afghanistan	\$3.65955
Albania	\$0.35955
Albania-Cellular	\$0.35955
Algeria	\$0.32955
Algeria-Cellular	\$0.35955
American Samoa	\$0.30705
American Samoa-Cellular	\$0.30705
Andorra	\$0.25290
Andorra-Cellular	\$0.73655
Angola	\$0.38235
Angola-Cellular	\$0.38235
Anguilla	\$0.31620
Antarctica	\$1.02389
Antarctica-Casey	\$0.72135
Antarctica-Christmas Island	\$0.72135
Antarctica-Cocos Island	\$0.72135
Antarctica-Norfolk Island	\$4.51455
Antarctica-Norfolk Island-Cellular	\$4.51455
Antarctica-Scott	\$1.42395
Antigua and Barbuda	\$0.29985
Antigua and Barbuda-Cellular	\$0.58788
Argentina	\$0.14325
Argentina-Cellular	\$0.37521
Armenia	\$0.40155
Armenia-Cellular	\$0.42689
Aruba	\$0.25275
Aruba-Cellular	\$0.35838
Ascension Island	\$0.75605
Atlantic Ocean Region Sat - E	\$7.16622
Atlantic Ocean Region Sat - W	\$7.53389
Australia	\$0.13965
Australia-Cellular	\$0.34305
Australia-Special Services	\$0.28322

DATE

## LONG DISTANCE SERVICES

## 5. Rates for International Long Distance Service (Cont'd)

## 5.2 Rate Schedules (Cont'd)

## (a) Standard International Service (Cont'd)

COUNTRY	RATE
Austria	\$0.13920
Austria-Cellular	\$0.45888
Azerbaijan	\$0.28455
Azerbaijan-Cellular	\$0.33471
Bahamas	\$0.13455
Bahrain	\$0.32265
Bahrain-Cellular	\$0.32265
Bangladesh	\$0.40455
Bangladesh-Cellular	\$0.40455
Barbados	\$0.26160
Belarus	\$0.47955
Belarus-Cellular	\$0.47955
Belgium	\$0.12660
Belgium-Cellular	\$0.47922
Belize	\$0.30105
Belize-Cellular	\$0.30105
Benin	\$0.23955
Bermuda	\$0.14522
Bhutan	\$0.30705
Bolivia	\$0.34305
Bolivia-Cellular	\$0.34305
Bosnia and Herzegovina	\$0.40455
Bosnia and Herzegovina-Cellular	\$0.40455
Botswana	\$0.25455
Botswana-Cellular	\$0.25455
Brazil	\$0.14190
Brazil-Cellular	\$0.29922
British Virgin Islands	\$0.21135
Brunei	\$0.16590
Brunei-Cellular	\$0.18090
Bulgaria	\$0.23670
Bulgaria-Cellular	\$0.34788
Burkina Faso	\$0.38955
Burundi	\$0.57720
Burundi-Cellular	\$0.57720
Cambodia	\$0.67695
Cambodia-Cellular	\$1.11822

DATE

## LONG DISTANCE SERVICES

## 5. Rates for International Long Distance Service (Cont'd)

## 5.2 Rate Schedules (Cont'd)

## (a) Standard International Service (Cont'd)

COUNTRY	RATE
Cameroon	\$0.41385
Cameroon-Cellular	\$0.41385
Canada	\$0.12900
Cape Verde Islands	\$0.38072
Cayman Islands	\$0.19605
Cayman Islands-Cellular	\$0.19605
Central African Republic	\$2.34270
Chad	\$2.73900
Chad-Cellular	\$2.73900
Chile	\$0.12555
Chile-Cellular	\$0.32439
China	\$0.30705
China-Cellular	\$0.30705
Colombia	\$0.14850
Colombia-Cellular	\$0.16106
Comoros	\$0.43706
Comoros-Mayotte Island	\$1.55955
Congo	\$0.31455
Cook Islands	\$4.51455
Costa Rica	\$0.18735
Costa Rica-Cellular	\$0.18735
Croatia	\$0.20895
Croatia-Cellular	\$0.34575
Cuba	\$1.44039
Cuba-Guantanamo Bay	\$1.53905
Cyprus	\$0.19320
Cyprus-Cellular	\$0.39810
Czech Republic	\$0.11625
Czech Republic-Cellular	\$0.28740
Denmark	\$0.12075
Denmark-Cellular	\$0.35580
Diego Garcia	\$7.51455
Djibouti	\$0.49439
Djibouti-Cellular	\$0.48905
Dominica	\$0.33435

DATE

## LONG DISTANCE SERVICES

## 5. Rates for International Long Distance Service (Cont'd)

## 5.2 Rate Schedules (Cont'd)

## (a) Standard International Service (Cont'd)

COUNTRY	RATE
Dominican Republic	\$0.12630
Dominican Republic-Cellular	\$0.20955
East Timor	\$2.01122
Ecuador	\$0.34305
Ecuador-Cellular	\$0.34305
Egypt	\$0.28755
Egypt-Cellular	\$0.38238
El Salvador	\$0.18705
El Salvador-Special Services	\$0.17672
El Salvador-Cellular	\$0.22590
Ellipso Satellite System	\$3.81422
EMSAT	\$2.51889
Equatorial Guinea	\$0.99150
Eritrea	\$0.52860
Estonia	\$0.15645
Estonia-Cellular	\$0.47205
Ethiopia	\$0.60945
Ethiopia-Cellular	\$0.60945
Faeroe Islands	\$0.34305
Falkland Islands	\$1.55955
Fiji	\$0.38205
Finland	\$0.14400
Finland-Cellular	\$0.37845
France	\$0.12720
France-Cellular	\$0.40140
French Antilles/Martinique	\$0.23295
French Antilles/Martinique-Cellular	\$0.60420
French Guiana	\$0.25380
French Guiana-Cellular	\$0.60420
French Polynesia	\$0.32339
Gabon	\$0.28170
Gabon-Cellular	\$0.28170
Gambia	\$0.31455
Georgia	\$0.19275
Georgia-Cellular	\$0.30705

DATE

## LONG DISTANCE SERVICES

## 5. Rates for International Long Distance Service (Cont'd)

## 5.2 Rate Schedules (Cont'd)

## (a) Standard International Service (Cont'd)

COUNTRY	RATE
Germany	\$0.12660
Germany-Cellular	\$0.42888
Germany-Special Services	\$0.11355
Ghana	\$0.17238
Ghana-Cellular	\$0.30705
Gibraltar	\$0.17640
Gibraltar-Cellular	\$0.37338
Global MobilSatServ	\$2.72855
Greece	\$0.10560
Greece-Cellular	\$0.28488
Greenland	\$0.82935
Greenland-Cellular	\$0.82935
Grenada	\$0.32340
Guadeloupe	\$0.20955
Guadeloupe-Cellular	\$0.62220
Guatemala	\$0.22455
Guatemala-Cellular	\$0.29340
Guatemala-Special Services	\$0.21056
Guinea	\$0.25695
Guinea-Bissau	\$2.16255
Guinea-Bissau-Cellular	\$2.16255
Guyana	\$0.41889
Guyana-Cellular	\$0.42389
Haiti	\$0.40788
Haiti-Cellular	\$0.66735
Haiti-Special Services	\$0.41022
Honduras	\$0.44955
Honduras-Cellular	\$0.44955
Hong Kong	\$0.14190
Hong Kong-Cellular	\$0.14955
Hungary	\$0.10455
Hungary-Cellular	\$0.44039
Iceland	\$0.15555
Iceland-Cellular	\$0.41688
India	\$0.47955
India-Cellular	\$0.47955
Indian Ocean Region Satellite	\$5.09772

DATE

## LONG DISTANCE SERVICES

## 5. Rates for International Long Distance Service (Cont'd)

## 5.2 Rate Schedules (Cont'd)

## (a) Standard International Service (Cont'd)

COUNTRY	RATE
Indonesia	\$0.17655
Indonesia-Cellular	\$0.29790
Inmarsat A	\$8.65289
Inmarsat B	\$2.64900
Inmarsat M	\$3.00930
Inmarsat Mini-M	\$2.28870
Inmarsat Skyphone	\$10.84575
Iran	\$0.37665
Iran-Cellular	\$0.37665
Iraq	\$1.82025
Iraq-Cellular	\$1.82025
Ireland	\$0.13425
Ireland-Cellular	\$0.37845
Iridium	\$1.82025
Israel	\$0.13320
Israel-Cellular	\$0.18090
Italy	\$0.13755
Italy-Cellular	\$0.44988
Ivory Coast	\$0.35955
Ivory Coast-Cellular	\$0.36455
Jamaica	\$0.29955
Jamaica-Cellular	\$0.35205
Japan	\$0.15300
Japan-Cellular	\$0.30525
Japan-Special Services	\$0.23522
Jordan	\$0.25305
Jordan-Cellular	\$0.50456
Kazakhstan	\$0.25955
Kazakhstan-Cellular	\$0.34889
Kenya	\$0.30822
Kenya-Cellular	\$0.48339
Kiribati-Gilbert Island	\$4.51455
Kuwait	\$0.25455
Kuwait-Cellular	\$0.25455
Kyrgyzstan	\$0.45105
Kyrgyzstan-Cellular	\$0.45105

DATE

## LONG DISTANCE SERVICES

## 5. Rates for International Long Distance Service (Cont'd)

## 5.2 Rate Schedules (Cont'd)

## (a) Standard International Service (Cont'd)

COUNTRY	RATE
Laos	\$1.11765
Latvia	\$0.21855
Latvia-Cellular	\$0.40140
Lebanon	\$0.31455
Lebanon-Cellular	\$0.52320
Lesotho	\$0.34455
Liberia	\$0.31455
Liberia-Cellular	\$0.31455
Libya	\$0.29955
Liechtenstein	\$0.27090
Liechtenstein-Cellular	\$0.33855
Lithuania	\$0.20955
Lithuania-Cellular	\$0.30288
Lithuania-Special Services	\$0.19188
Luxembourg	\$0.13800
Luxembourg-Cellular	\$0.36455
Macau	\$0.20955
Macau-Cellular	\$0.52889
Macedonia-Federal Republic of	\$0.32460
Macedonia-Federal Republic-Cellular	\$0.45288
Madagascar	\$1.26975
Madagascar-Cellular	\$1.26975
Malawi	\$0.16455
Malaysia	\$0.15315
Malaysia-Cellular	\$0.14490
Maldives	\$1.76895
Mali	\$0.40455
Mali-Cellular	\$0.48206
Malta	\$0.25020
Malta-Cellular	\$0.37589
Marshall Islands	\$0.47955
Mauritania	\$0.36789
Mauritius	\$0.38955

DATE

## LONG DISTANCE SERVICES

## 5. Rates for International Long Distance Service (Cont'd)

## 5.2 Rate Schedules (Cont'd)

## (a) Standard International Service (Cont'd)

COUNTRY	RATE
Mexico-Tier 1	\$0.12122
Mexico-Tier 2	\$0.14730
Mexico-Tier 3 (8 in ANC)	\$0.18855
Micronesia, Federated States of	\$0.84615
Miquelon	\$0.24122
Moldova	\$0.61905
Moldova-Cellular	\$0.61905
Monaco	\$0.14205
Monaco-Cellular	\$0.33285
Mongolia	\$0.47955
Montserrat	\$0.31785
Montserrat-Cellular	\$0.31785
Morocco	\$0.35955
Morocco-Cellular	\$0.45989
Mozambique	\$0.40455
Myanmar (Burma)	\$3.47760
Namibia	\$0.31455
Namibia-Cellular	\$0.31455
Nauru	\$4.51455
Nauru-Cellular	\$4.51455
Nepal	\$0.56955
Nepal-Katmandu	\$0.20222
Netherlands	\$0.13785
Netherlands-Cellular	\$0.44565
Netherlands-Special Services	\$0.06572
Netherlands Antilles	\$0.21555
Netherlands Antilles-Cellular	\$0.30705
New Caledonia	\$0.47955
New Zealand	\$0.13065
New Zealand-Cellular	\$0.48621
New Zealand-Special Services	\$0.07389
Nicaragua	\$0.29100
Nicaragua-Cellular	\$0.31055
Niger	\$0.61320

DATE

## LONG DISTANCE SERVICES

## 5. Rates for International Long Distance Service (Cont'd)

## 5.2 Rate Schedules (Cont'd)

## (a) Standard International Service (Cont'd)

COUNTRY	RATE
Nigeria	\$0.45195
Nigeria-Cellular	\$0.45195
Niue	\$4.51455
North Korea	\$2.60955
Norway	\$0.11910
Norway-Cellular	\$0.31020
Oman	\$0.47955
Pacific Ocean Region Satellite	\$5.35539
Pakistan	\$0.47955
Pakistan-Cellular	\$0.47955
Palau	\$0.50871
Palestinian Authority	\$0.16722
Palestinian Authority-Cellular	\$0.25539
Panama	\$0.26100
Panama-Cellular	\$0.62238
Papua New Guinea	\$0.68988
Papua New Guinea-Audiotext	\$0.69455
Paraguay	\$0.23955
Paraguay-Cellular	\$0.33405
Peru	\$0.18900
Peru-Cellular	\$0.48720
Philippines	\$0.24225
Philippines-Cellular	\$0.29580
Poland	\$0.11985
Poland-Cellular	\$0.45105
Portugal	\$0.15945
Portugal-Cellular	\$0.45989
Portugal-Special Services	\$0.40521
Principe and Sao Tome	\$1.75455
Qatar	\$0.47955
Qatar-Cellular	\$0.81672
Reunion Island	\$0.41505
Reunion Island-Cellular	\$0.60645
Romania	\$0.36300
Romania-Cellular	\$0.41789

DATE

## LONG DISTANCE SERVICES

## 5. Rates for International Long Distance Service (Cont'd)

## 5.2 Rate Schedules (Cont'd)

## (a) Standard International Service (Cont'd)

COUNTRY	RATE
Russia	\$0.13950
Russia-Cellular	\$0.15288
Rwanda	\$1.45995
Rwanda-Cellular	\$1.45995
San Marino	\$1.73955
Saudi Arabia	\$0.57720
Saudi Arabia-Cellular	\$0.57720
Saudi Arabia-Special Services	\$0.33138
Senegal Republic	\$0.36360
Senegal Republic-Cellular	\$0.36360
Serbia	\$0.32175
Serbia-Cellular	\$0.43355
Seychelles Islands	\$0.32505
Sierra Leone	\$0.48135
Sierra Leone-Cellular	\$0.48135
Singapore	\$0.13830
Singapore-Cellular	\$0.13830
Slovakia	\$0.12270
Slovakia-Cellular	\$0.34289
Slovenia	\$0.11955
Slovenia-Cellular	\$0.44456
Solomon Islands	\$4.51455
Somalia	\$1.12125
South Africa	\$0.12621
South Africa-Cellular	\$0.34305
South Korea	\$0.13020
South Korea-Cellular	\$0.13770
Spain	\$0.13590
Spain-Cellular	\$0.40455
Sri Lanka	\$0.40455
Sri Lanka-Cellular	\$0.40455
St. Helena	\$1.74825
St. Kitts & Nevis	\$0.31065
St. Lucia	\$0.31455
St. Lucia-Cellular	\$0.31455

DATE

## LONG DISTANCE SERVICES

**5. Rates for International Long Distance Service (Cont'd)**5.2 Rate Schedules (Cont'd)(a) Standard International Service (Cont'd)

COUNTRY	RATE
St. Pierre & Miquelon	\$0.37905
St. Vincent & Grenadines	\$0.31560
St. Vincent-Cellular	\$0.37188
Sudan	\$0.62955
Suriname	\$0.44355
Suriname-Cellular	\$0.44355
Swaziland	\$0.28245
Sweden	\$0.14400
Sweden-Cellular	\$0.36672
Switzerland	\$0.12405
Switzerland-Cellular	\$0.49455
Syria	\$0.91875
Taiwan	\$0.13155
Taiwan-Cellular	\$0.19089
Tajikistan	\$1.94955
Tanzania	\$0.37455
Tanzania-Cellular	\$0.37455
Thailand	\$0.29565
Thailand-Cellular	\$0.29565
Thuraya Satellite	\$1.46456
Togo	\$0.50520
Tokelau	\$1.17422
Tonga	\$0.55455
Trinidad and Tobago	\$0.21480
Trinidad and Tobago-Cellular	\$0.21480
Tunisia	\$0.32372
Tunisia-Cellular	\$0.32922
Turkey	\$0.24825
Turkey-Cellular	\$0.39705
Turkmenistan	\$0.72135
Turks and Caicos Islands	\$0.26655
Tuvalu	\$4.51455
Tuvalu-Cellular	\$4.51455
Uganda	\$0.24705
Uganda-Cellular	\$0.24705

DATE

## LONG DISTANCE SERVICES

**5. Rates for International Long Distance Service (Cont'd)**5.2 Rate Schedules (Cont'd)(a) Standard International Service (Cont'd)

COUNTRY	RATE
Ukraine	\$0.23955
Ukraine-Cellular	\$0.26121
United Arab Emirates	\$0.57720
United Arab Emirates-Cellular	\$0.57720
United Kingdom	\$0.12690
United Kingdom-Cellular	\$0.41121
United Kingdom-Special Services	\$0.31622
UPT	\$14.54456
Uruguay	\$0.28080
Uruguay-Cellular	\$0.33939
Uzbekistan	\$0.25455
Vanuatu	\$4.51455
Vatican City	\$0.12956
Venezuela	\$0.17385
Venezuela-Cellular	\$0.46905
Vietnam	\$0.85455
Vietnam-Cellular	\$0.85455
Wallis & Futuna Islands	\$4.51455
Western Samoa	\$0.50339
Yemen	\$0.47955
Yemen-Cellular	\$0.57720
Zaire	\$0.44355
Zaire-Cellular	\$0.55020
Zambia	\$0.20955
Zambia-Cellular	\$0.20955
Zanzibar	\$0.88905
Zimbabwe	\$0.15210
Zimbabwe-Cellular	\$0.30989

DATE