

Evertek, Inc.

Rates, Terms and Conditions of Service

For

Interstate Long Distance Services
and
International Long Distance Services

July 31, 2001

TERMS AND CONDITIONS OF SERVICE

1.0 APPLICATION OF TERMS AND CONDITIONS OF SERVICE

- 1.1 These Terms and Conditions of Service (“Terms and Conditions”) apply to specialized switching services furnished by EVERTEK, INC., hereinafter referred to as the “Company”, with its principal address at 216 North Main Street, Everly, Iowa, 51338 for the provision of Interstate Telecommunications Service for communications initiated from locations between and among domestic points in the United States, and for the provision of International Telecommunications Service from its points of presence in the United States to international points, as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions by wire, cable, radio and/or a combination thereof. By accepting Company’s Service, you (the “Customer”) agree to the terms and conditions set forth herein.
- 1.2 From time to time, the Company shall offer special promotional offerings allowing special discounts or modifications of its regular service offerings to its Customers. Such offerings may be limited to certain dates, times, and locations.
- 1.3 Company may modify these Terms and Conditions upon advance written notice to Customer. The most current version of these Terms and Conditions can be found on Company web site at www.evertek.net or at Company’s business office at, 216 North Main Street, Everly, Iowa, 51338, between the hours of 8:00 AM and 5:00 PM Any changes to Terms and Conditions become effective on the Effective Date set forth in the written notice. By continuing to accept Company’s Service after the Effective Date, Customer agrees to the Terms and Conditions as modified.
- 1.4 When services and facilities are provided in part by the Company and in part by other companies, these Terms and Conditions apply to that portion of the service or facilities that t supplies.
- 1.5 Service/trademarks of the Company are indicated by “™”, registered service/trademark are indicated by “®”, and copyrights are indicated by “©”. In addition, the Company logo is a registered servicemark of the Company.

2.0 EXPLANATION OF TERMS AND ABBREVIATIONS

2.1 DEFINITION OF TERMS

Authorization Code: A numeric or alphanumeric code which identifies an individual or company to be billed for calls charged by the authorized users.

Building: A structure occupied by a customer. In structures with multiple occupants, when the customer does not occupy adjoining spaces, each non-adjoining space will be considered a separate building.

Calls: Telephone messages completed by the customer or end users.

Central Office: A unit of the local telephone utility's system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only. More than one (1) central office may occupy a building.

Charges: Monthly recurring and nonrecurring, amounts billed to customers for services.

Company: Evertex, Inc.

Contract: An agreement between the customer and the Company containing or referring to the rates and regulations applicable to the service being furnished.

Customer: Any person, firm association, corporation, agency of the federal, state, or local government, or legal entity, responsible by law for payment of rates and charges and compliance with the regulations of the Company.

Customer Premise Equipment: All terminal equipment normally used on the customer's premises. This equipment may be customer owned, or owned by the local telephone utility or other supplier and leased to the customer.

Deactivate: The removal of effectiveness for an authorization code or the blocking, at the switch, of service originating from a specific customer.

Dedicated Access Line: A line between the customer's premises and the Company that does not make use of the local utility's switched network.

2.0 EXPLANATION OF TERMS AND ABBREVIATIONS (Cont'd)

2.1 DEFINITION OF TERMS (Cont'd)

Delinquent: An account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. This term may also apply to a contested bill for which the FCC finds the Customer's complaint to be without merit.

Demarcation Point: The point of connection provided and maintained by the local utility to which existing or new inside station wiring becomes dedicated to an individual customer's use.

Depositor: The customer from whom a deposit is received.

Dialing Procedures: The procedures that are available when a customer is in an equal access area and has pre-subscribed lines with the Company.

Disconnect: The disabling of circuitry to prevent outgoing and/or incoming calls.

Due Date: The last day for payment of a bill without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated by "due by", "pay by", "if paid by" or other such language on the Customer's bill.

Equal Access: See definition of Feature Group D below.

Exchange: The general area in which the local telephone provider holds itself out to furnish exchange service.

Exchange Service: A local telecommunications service furnished by means of local exchange plant and facilities.

Extended Area Service/EAS: Telephone service, offered at a flat local rate, between customer located within and exchange area and all customers in an additional exchange area or areas.

Feature Group D: The method of access which allows customers to access their interexchange carrier of choice by dialing 1+ the number or 1 OXXX plus the number over the network of the local exchange utility. Feature Group D is also known as equal access.

2.0 EXPLANATION OF TERMS AND ABBREVIATIONS (Cont'd)

2.1 DEFINITION OF TERMS (Cont'd)

Individual Case Basis: The application of a rate, charge or condition of these Terms and Conditions as determined by individual circumstances.

Initial Service Period: The minimum period for which service will be installed and charged.

Installation Charge: A nonrecurring charge associated with the installation of certain services or facilities either in lieu of or in addition to monthly recurring charges or service charges and rates.

IntraLATA Service: The completion of calls between points within the boundaries of a Local Access Transportation Area.

Interexchange Company: A company, a resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within Iowa without regard to the volume of traffic carried. A local exchange utility that provides service between exchanges may also be considered an interexchange company for that portion of its business.

Interexchange Service: The provision of intrastate telecommunications services and facilities between local exchanges, excluding EAS.

InterLATA Service: The completion of calls between Local Access Transportation Areas.

Local Access Transportation Areas: Geographic areas within which Bell Operating Companies are permitted to offer interexchange service. These areas were established as a result of the break up of the former Bell System.

Local Exchange Utility: A telephone utility that provides local service under a tariff filed with a regulatory body. The utility may also provide other services and facilities, such as access service, under benefit of tariff.

Local Service: Telephone service furnished between points located within an exchange area.

Message: A telephone call made by a customer.

Month: For billing purposes a month is considered to have thirty (30) days.

2.0 EXPLANATION OF TERMS AND ABBREVIATIONS (Cont'd)

2.1 DEFINITION OF TERMS (Cont'd)

Premises: The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer, and not separated by a public thoroughfare, railroad right-of-way, or other natural or legal barrier.

Prorate: The basis used for determining the charge for service furnished for a period less than that used for rates. For example, the pro rata charge for a service which the rate is specified as monthly is 1/30th of the monthly rates times the number of days the service was furnished.

Rates: The usage amounts billed to customers for regulated services and/or equipment.

Serving Exchange: A unit established for the administration of communication services in which the Company holds itself out to provide service. The boundary of the serving exchange for the Company is identical to that filed by the local utility.

Surcharge: A type of charge billed to a customer that is in addition to the regular per minute rate(s), usually billed on a per call basis.

Suspend: To temporarily disconnect or impair a service in order to disable either outgoing or incoming calls or both.

Switching Service: Switching performed for the service lines.

Telecommunications Provider: Any person, partnership, business association or corporation, domestic or foreign, determined to be such by the FCC.

Time of Day: The time, based on the origination party's location, associated with each minute or fractional minute of use. When time of day is expressed as a range, the beginning time is included in the range and the ending time is not. Each minute is rated in the period in which it starts.

Timely Payment: A payment of the Customer's account made on or before the due date shown on a current bill for rates and charges or by an agreement between the Customer and Evertek, Inc. for a series of partial payments to settle a delinquent account.

2.0 EXPLANATION OF TERMS AND ABBREVIATIONS (Cont'd)

2.1 DEFINITION OF TERMS (Cont'd)

Toll Message: A message made between different exchange areas for which a rate is charged under these Terms and Conditions.

Toll Rate: The charge prescribed in these Terms and Conditions for the Company's services for toll messages, usually based on the duration of the message, the distance between exchanges, and/or the time of day.

Traffic: Telephone call volume, based on the number and duration of calls.

10XXX Access: A dialing method that enables a Customer to reach the long distance carrier of the Customer's choice even if the Customer is not a regular customer of that long distance carrier. For example, to reach AT&T Communications of the Midwest, Inc.,

2.2 EXPLANATION OF ACRONYMS AND TRADE NAMES

AOS	Alternative Operator Service
BOC	Bell Operating Company
CO	Central Office
DA	Directory Assistance
DAL	Dedicated Access Line
LAS	Extended Area Service
FCC	Federal Communication Commission
FGD	Feature Group D
LATA	Local Access Transport Area
MIS	Message Telecommunication Service
NPA	Numbering Plan Area, more commonly known as Area Code
OCC	Other Common Carriers

2.0 EXPLANATION OF TERMS AND ABBREVIATIONS (Cont'd)

2.2 EXPLANATION OF ACRONYMS AND TRADE NAMES (Cont'd)

SNI Standard Network Interface

WAL WATS Access Line

WATS Wide Area Telecommunications Service

3.0 GENERAL RULES AND REGULATIONS

3.1 UNDERTAKING OF EVERTEK, INC.

3.1.1 General

Pursuant to these Terms and Conditions, the Company undertakes to provide interstate and international interexchange services as described in Section 4.0, herein.

3.1.2 Limitations

- a. Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of these Terms and Conditions in compliance with limitations set forth in the FCC rules.
- b. The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of these Terms and Conditions, signed contract or the law, with notice as required by the rules of the FCC.
- c. The Company does not undertake to transmit messages, but offers the use of its facilities, when available, for that purpose.

3.2 USE

3.2.1 Lawful Purpose

Services provided under these Terms and Conditions may be used for any lawful purpose for which the service is technically suited consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the service.

3.0 GENERAL RULES AND REGULATIONS (Cont'd)

3.2 USE (Cont'd)

3.2.2 Use of Service For Unlawful and /or Fraudulent Purposes

The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of these Terms and Conditions, or in violation of the law.

3.2.3 Unauthorized Use

The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

3.2.4 Use of Service Mark

No Customer shall use any mark or trademark of the Company or refer to the Company in connection with any product, equipment promotion or publication of the Customer without the prior written consent of the Company.

3.0 GENERAL RULES AND REGULATIONS (Cont'd)

3.3 LIABILITY

3.3.1 General

Except for granting credit allowances for interruptions of service as provided in the last paragraph of this section, the Company shall not be liable for any claim or loss, expense or damage for the failure of performance due to failure or malfunction of Customer supplied equipment, acts of God, storms, fires, floods or other catastrophes, power failure, natural emergencies, insurrections, riots or wars, or any law, order, regulation or other action of any governmental authority or agency thereof. The Company shall not be liable for, and shall be fully indemnified and held harmless by Customers against any claim or loss, expense or damage, for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, service mark, or proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, or information transmitted. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company. The Company's liability due to any failure of the transmission shall not exceed an amount equal to the charges provided for by the applicable Terms and Conditions, or applicable price list, catalogue, and/or contract for the call and/or service.

The Company shall not be liable for damages arising out of the use of the Company's services for the transmission of anything other than voice grade service. Notwithstanding anything to the contrary in this section, if the Company is interrupted and remains out of service for more than twenty four (24) hours after the earlier of being reported to the Company or being found by the Company to be out of order, and if the interruption is not the result of a negligent or willful act by the Customer, a malfunction of Customer owned equipment, the Company's inability to gain access to the Customer's premises, or causes beyond the Company's control as described in the first paragraph of this section, the Company will make appropriate adjustments. Such adjustments, in the form of direct payments or bill credits, will be the proportionate part of the monthly charge for all services and facilities rendered inoperative during the interruption, beginning with the hour of the report to the Company, or the discovery by the Company of the interruption.

3.0 GENERAL RULES AND REGULATIONS (Cont'd)

3.3 LIABILITY (Cont'd)

3.3.2 Limitations

- a. Customer Equipment. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, which is caused by customer provided equipment or of non-Company services being used in conjunction with the Company service. It shall be the customer's responsibility to ensure that the customer premise equipment is compatible with the service furnished by the Company.
- b. Voice Grade Service. Unless an application is specifically engineered by the Company, the Company shall not be liable for damages arising out of the use of the Company network for the transmission of any services other than voice grade service.
- c. Unauthorized Use. Any individual who uses or receives the Company service, other than under the provisions of an accepted application for service and a current customer relationship, shall be liable for the cost of the service received and for the Company's costs of investigation and collection.
- d. Recording Devices. The Company's services are not designed for the use of recording devices and customers who use such devices to record two-way telephone conversations do so at their own risk. As used in this section, a "two-way telephone conversation" is a telephone conversation between two or more parties.

3.4 EQUIPMENT

3.4.1 Inspection Testing and Adjustment

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of these Terms and Conditions are being complied with in the installation, operation, or maintenance of the Customer's equipment. The Company may interrupt the service at any time, without penalty to itself, unless interruption exceeds twenty-four (24) hours.

3.0 GENERAL RULES AND REGULATIONS (Cont'd)

3.4 EQUIPMENT (Cont'd)

3.4.2 Interference and Hazard

The operating characteristics of Customer premises equipment of communications systems connected to the Company services must not interfere with, or impair any of the services offered by the Company. Additionally, connected Customer premises equipment must not endanger the safety of the Company's employees or the public, damage or interfere with the proper functioning of the Company's equipment, or otherwise injure the public in its use of the Company services.

3.4.3 Maintenance and Repair

- a. Customer Liability. The Customer shall be responsible for damages to Evertek, Inc. facilities used in the provision of regulated services cause by the negligence or willful act of the Customer or those using the Company's service through the Customer. The Customer may not physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair any of the Company's facilities except upon written consent of the Company.
- b. Leased or Owned Facilities. The Customer's obligation to the Company is the same whether the facilities involved are the Company's facilities or are facilities leased by the Company from another party. If the Company incurs expenses due to the Customer's actions that result in damage or impairment of the Company's owned or leased facilities, the Company will pass on to the Customer any and all expenses to repair the Company facilities or that the owner imposes on the Company for leased facilities.

3.5 CONTRACT FOR SERVICE

Service is installed upon contractual agreement between a Customer and the Company. The contractual agreement specifies the terms and conditions of service not covered by these Terms and Conditions. The contract does not alter the obligations of the Company to Customers as described in these Terms and Conditions.

3.0 GENERAL RULES AND REGULATIONS (Cont'd)

3.6 APPLICATION FOR SERVICE

3.6.1 Information Required

When applying for service, each prospective Customer will be required to furnish the Company with the following information:

- a. The name of the party who will be responsible for payment for the service provided.
- b. The address or addresses or exact location of the premises where service is to be provided and billed.
- c. Any information required to make a proper determination of appropriate credit worthiness.

3.6.2 Initiation of Service

- a. Selection of Service Type. The Company offers several different types of service. All regulated services are set forth in these Terms and Conditions. The Customer is responsible for the selection of the service.
- b. Change of Service. A Customer may change the service received and transfer to another service otherwise available to the Customer. In such a case, the Customer will receive a credit against any one-time fees paid upon the origination of the service being discontinued. If the one-time fees for the new service are less than the one-time fees for the service being discontinued, the Customer shall pay no onetime fee for the new service but shall not otherwise be entitled to any credits or remission from charges.
- c. Additional Lines Required. When the Company's interexchange service to the public is impaired by a Customer's use of telephone service, the Company shall have the right to require the customer to contract for and properly enable as many additional telephone lines as needed to adequately serve the Customer's requirements, or to discontinue the service of the Customer in question.

3.0 GENERAL RULES AND REGULATIONS (Cont'd)

3.6 APPLICATION FOR SERVICE (Cont'd)

3.6.2 Initiation of Service (Cont'd)

- d. Beginning of Service. Service shall be deemed initiated thereunder upon the earlier of the following: First use, by the customer, of the Company service, or, the receipt, by the Company, of a Customer's initial payment for the Company service.

3.7 DEPOSITS

3.7.1 Deposit Requirements

The Company may require from any Customer or prospective Customer a deposit to be held as a guarantee for the payment of charges. Any applicant who is either not a previous Customer having an established prompt payment record or whose credit record is not satisfactory may be required to pay a deposit. In its calculation of a Customer's creditworthiness, the Company will use trading banking references, credit reports and any other information pertinent to a Customer's credit. Any deposit required shall be confirmed in writing to the Customer not later than the time of the next billing. Such confirmation shall, in separate columns, itemize deposits for abnormal toll usage and regulated services and identify deposits for other services and shall state that no deposit other than for toll and regulated services is required to obtain basic local service.

3.7.2 Amount of Deposit

The amount of the deposit shall not be more than two (2) months of estimated usage of the Company's services for any specific Customer. The amount of such usage may be determined from past usage, the Customer's estimated usage or the Company's average usage considering type and nature of service. The amount of deposit may exceed this total when services are provided for shorter periods of time or special occasions.

3.0 GENERAL RULES AND REGULATIONS (Cont'd)

3.7 DEPOSITS (Cont'd)

3.7.3 New or Additional Deposit

A new or additional deposit may be required to cover the amount provided in Section 3.7.2 above when a deposit has been refunded or is found to be inadequate by virtue of abnormal toll usage, delinquent payment, or nonpayment. Written notice shall be mailed advising the Customer of any new or additional deposit requirement and the Customer shall have twelve (12) calendar days from the date of mailing to comply. The new or additional deposit is payable at the address specified in Section 3.7.5.

3.7.4 Abnormal Toll Usage

For Customers with at least six (6) consecutive months of service, “abnormal toll usage” is defined as at least a twenty-five percent (25%) increase in monthly usage charges amounting to at least twenty dollars (\$20.00). The Customer’s average monthly bills for not less than the three (3) prior consecutive months shall be used in determining the increase. For Customers with less than six (6) consecutive months of service, “abnormal toll usage” is defined to exist when one (1) month’s service exceeds the deposit attributable to the service by twenty-five (25%) amounting to a least twenty dollars (\$20.00).

3.7.5 Handling of Deposits

Deposits shall be sent or delivered to: Evertek, Inc., 216 North Main Street, Everly, IA 51338. The Company will maintain records that show the name and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Unclaimed deposits, together with accrued interest, shall be credited to an appropriate account and shall be disposed of in accordance with law.

3.7.6 Interest

Interest at the rate set by statute or by rule of the FCC compounded annually shall be paid for the period during which the deposit is held. If no rate is set by statute, the Company will pay interest of two (2) percent per annum.

3.0 GENERAL RULES AND REGULATIONS (Cont'd)

3.7 DEPOSITS (Cont'd)

3.7.7 Deposit Receipts

A receipt of deposit will be furnished to each Customer from whom a deposit is received. Upon request, duplicate receipts will be provided to Customers who have lost their receipts, if the deposits are substantiated by the Company's records.

3.7.8 Customer Obligations

The existence of a deposit in no way relieves the Customer of the obligation to comply with the Company's records.

3.7.9 Refund

The deposit shall be refunded or credited to the Customer after not more than twelve (12) consecutive months of prompt payment (which may be eleven (11) timely payments and one (1) automatic forgiveness of late payment). The account shall be reviewed after twelve (12) months of service and if the deposit is retained, it shall again be reviewed at the end of the Company's accounting year or on the anniversary date of the account.

3.8 BILLING

3.8.1 Monthly Billing

Bills to Customers will be issued monthly unless the Company is authorized by the FCC to bill at other than monthly intervals because of unusual circumstances. Monthly service charges are billed in advance. Toll and other per call charges are billed in arrears.

3.0 GENERAL RULES AND REGULATIONS (Cont'd)

3.8 BILLING (Cont'd)

3.8.2 Bill Contents

The bill form or a bill insert will provide the following information: the dates at the beginning and end of the billing period; the last date for timely payment, which shall not be fewer than twenty (20) days after the bill is rendered; the amount of the net charge, stated by category, for local service, ancillary services and equipment, toll service, information service, sales tax and excise tax and of any late payment charge, together with the gross amount of the bill, with separate entries for total amounts current or in arrears. The Company will also comply with reasonable request for bill detail.

3.8.3 Initial Service Period

The initial service period is one (1) month except where specified for the service elsewhere in these Terms and Conditions. The initial service period for any service may be greater than the specified above or elsewhere in these Terms and Conditions when the facilities are not available and the Customer's location or quantity of service requested is such, that upon termination of the Customer's use thereof, the facilities are not likely to be useful as a part of a properly designed telephone distribution system serving Customers in or beyond the Customer's location. Under these circumstances, the Company will use either individual case basis pricing for installation charges or contracts that will state the initial period and liabilities for early termination of the contract that will be included as part of these Terms and Conditions. When other utilities who provide the Company with facilities impose individual case basis installation charges or contracts requiring early termination liabilities, the Company will pass these obligations on to the Customer who requires those facilities as part of the individual case basis filed. The Company will use the same type of instruments of obligation with customers as the utility providing the facilities imposes on the Company. Service may be terminated prior to the expiration of the initial service period upon payment of all rates and charges due for the service that has been furnished plus the termination charges specified in these Terms and Conditions. In the case of service for which the initial period is one (1) month, the charges due are for the balance of the month.

3.0 GENERAL RULES AND REGULATIONS (Cont'd)

3.8 BILLING (Cont'd)

3.8.3 Initial Service Period (Cont'd)

Service that has continued beyond the initial period may be terminated at the end of a billing period without penalty. Payment of all charges due for service rendered is required.

3.9 PAYMENT FOR SERVICE

3.9.1 General

The rates specified in these Terms and Conditions are generally rates based on usage, billed monthly and generally payable in arrears except when specifically stated otherwise. Customer payments are considered prompt when received by the Company or its agent on or before the due date on the bill. The due date is twenty (20) days after the bill is rendered. Any Customer not paying the amount shown on the bill, and not in dispute, within twenty (20) days is considered delinquent. The Company may request payment upon issuance of a final bill when service is terminated at the Customer's request. For all other bills, payment will not be requested until the due date. The maximum payment required for the restoration of service that existed prior to disconnection shall be the total past-due amount, applicable nonrecurring charges, and if appropriate, Advance Payment and Deposit charges, as specified above. The Customer is responsible for all charges for services furnished at the Customer's request and for all interexchange toll services furnished. Failure to receive a bill does not exempt the customer from prompt payment of the account. It is the customer's responsibility to contact the Company when a bill is not received. Except as provided elsewhere in these Terms and Conditions, the rate for a fractional part of a billing period is a pro rata share for the rates for the full billing period, as specified in these Terms and Conditions. If prorating indicates a refund is due, the refund is applied as a credit to the bill.

3.0 GENERAL RULES AND REGULATIONS (Cont'd)

3.9 PAYMENT FOR SERVICE (Cont'd)

3.9.2 Advance Payments

Applicants for interexchange service may be required to pay, in advance of installation, any service connection or installation charges as stated in these Terms and Conditions. Existing Customers who apply for additional interexchange service or for changes in their existing service may be required to make advance payments, as described above, when the Customer does not meet the Company's credit standards or insufficient credit history is available.

3.9.3 Late Penalty Charge

Payments made after the due date, and not in dispute, are subject to a late payment charge. This late payment charge shall be equal to one and one-half percent (1-1/2%) of the total charge on that bill. Each account will be granted one (1) complete forgiveness of a late payment charge each calendar year. On one (1) monthly bill in each period of eligibility, the net amount of such bill will be accepted as full payment for the month after expiration of the net payment period. The Customer will be notified by mailed written notice that the eligibility has been used. Such forgiveness of late payment charges will have no effect on the credit rating of the Customer. Late penalty charge is 1 1/2% per month.

3.9.4 Partial Payment

If a Customer makes a partial payment in a timely manner and does not designate the service for which payment is made, the payment shall first be applied to the undisputed balance for local service, with the remainder applied on a pro-rata bases to regulated utility services and toll service. Any remainder will then be applied to deregulated arid unregulated services other than toll. Any late payment penalty charge will be applied only to the outstanding balance for utility services, except interstate toll and related taxes.

3.9.5 Collection

No collection efforts other than the rendering of the bill shall be undertaken until the delinquency date.

3.0 GENERAL RULES AND REGULATIONS (Cont'd)

3.9 PAYMENT FOR SERVICE (Cont'd)

3.9.6 Taxes and Fees

Any federal, state, county, municipality or other government body acquires the legal right to impose assessments, fees, licenses or taxes upon the Company on a service as provided basis shall be charged to Customers receiving the company's service within the territorial limits of the governmental authority imposing such taxes and fees. Such taxes and fees will be allocated among such Customers uniformly on the basis of Customer's monthly charges for the types of service made subject to the taxes and fees. Such taxes and fees will be separately stated on bills.

3.9.7 Check Service Charge

A check service charge of \$15.00 will be assessed for any reason a check tendered to the Company by a Customer as payment service is returned to the Company or is not in an acceptable form. Examples of the application of the check charge include, but are not limited to, the following:

- a. Insufficient funds
- b. Improper or lack of endorsement
- c. A check that cannot be processed or one that places unreasonable burdens on the Company
- d. Conflict in the amount shown numerically and the amount written alphabetically on the check
- e. Qualified endorsement not acceptable to the Company
- f. The Customer places a stop payment on the check

3.0 GENERAL RULES AND REGULATIONS (Cont'd)

3.10 DISPUTES AND COMPLAINTS

3.10.1 Disputed Bills

In the event of a dispute concerning the bill, the Company will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.10.2 shall continue and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount. If a Customer does not give the Company written notice of a dispute with respect to the Company's charges within ninety (90) days from the date of the bill, the bill shall be deemed correct and binding upon the Customer.

3.10.2 Complaint Procedures

Inquiries, general questions or complaints may be directed informally to Evertek, Inc. by telephone, in person or in writing at the Company's office located at 216 North Main Street, Everly, Iowa 51338. The Company's customer service department can be reached by dialing the following number (712) 834-2211. The Company's customer service department accepts calls Monday through Friday from 8:00 am to 12 noon and from 1:00 pm to 5:00 pm, excluding holidays. Complaints concerning the charges, practices, facilities of services of the Company will be investigated promptly and thoroughly. The Company will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition and all other pertinent facts dealing with the complaint that will enable the Company to review and analyze its procedures and actions. The customer may file a copy of the complaint with the Federal Communications Commission. Within thirty (30) days of receipt of a written complaint, Evertek, Inc. will provide written notice to the Customer of the status of the complaint.

3.0 GENERAL RULES AND REGULATIONS (Cont'd)

3.11 SERVICE REFUSAL DISCONNECTION AND SUSPENSION

3.11.1 Notice of Pending Disconnection

Prior to the disconnection of service, Evertek, Inc. shall provide a written notice to the Customer setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. Final dates shall be no fewer than five (5) calendar days with respect to an unpaid bill and no fewer than twelve (12) days with respect to an unpaid deposit, after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service. The notice will specify (712) 834-2211 as the number at which a Company representative can be reached to provide additional information about the disconnection.

3.11.2 Reason for Service Refusal, Disconnection and Suspension

- a. Service may be refused, disconnected or suspended without notice for the following:
 1. If a condition on the Customer's premises is determined by Evertek, Inc. to be hazardous
 2. If the Customer uses the service in such a manner as to adversely affect the Company's equipment or Evertek, Inc.'s service to others
 3. If equipment furnished, leased or owned by the Company is subject to tampering
 4. If there is unauthorized use. Unauthorized use includes, without limitation, use or attempted use for an unlawful purpose and/or attempted use in any fraudulent manner.
- b. Service may be refused, disconnected or suspended with notice for the following:
 1. In the event that the Customer is indebted to the Company for the same service previously furnished

3.0 GENERAL RULES AND REGULATIONS (Cont'd)

3.11 SERVICE REFUSAL DISCONNECTION AND SUSPENSION (Cont'd)

3.11.2 Reason for Service Refusal, Disconnection and Suspension (Cont'd)

b. (Cont'd)

2. In the event that the Customer has supplied false or inaccurate information of a material nature in order to obtain interexchange service
3. For failure of the Customer or prospective Customer to furnish service equipment, permits, certificates, rights of way necessary to obtain service; or withdrawal of that same equipment or termination of those permissions or rights; or for failure of the Customer or prospective Customer to fulfill the contractual obligations of obtaining service by a contract filed and subject to the regulatory authority of the FCC.
4. For failure of the Customer to allow the Company reasonable access to its facilities on the Customer's premises
5. For nonpayment of bill, where the Company has made a reasonable attempt at collection
6. For nonpayment of the deposit as specified in Section 3.7 of these Terms and Conditions
7. Any other violation of the conditions governing the furnishing of service as stated in these Terms and Conditions
8. For violation or noncompliance with the Company's rules on file with the FCC, the requirements of any municipal ordinance, or law pertaining to the service.

3.0 GENERAL RULES AND REGULATIONS (Cont'd)

3.12 CANCELLATIONS AND DEFERMENTS OF SERVICE

When a Customer cancels or defers an order for service before the service is activated, a charge applies that will allow the Company to recover its unrecovered costs, including but not limited to, outside vendor charges, engineering, labor, materials and equipment. Charges apply as follows:

3.12.1 Cancellation

In a cancellation situation, the charge is equal to the unrecoverable costs incurred prior to the request for cancellation and the costs of removal, restoration and disposal, if any, to comply with the cancellation. The costs include, but are not limited to, costs of outside vendors, engineering, labor, nonrecoverable materials and equipment expense.

3.12.2 Deferment of Start of Service

If a request for deferment of service is received by the Company prior to the date an order for equipment or service is placed with the Company's supplier, no charge shall apply. For deferments received by the Company subsequent to the date the order for equipment or service is placed with the Company's supplier, a monthly recurring charge based upon the costs incurred prior to the request for the deferment applies. This monthly rate shall be equal to the deferred investment multiplied by the monthly prime interest rate as announced by Firststar Bank of Cedar Rapids, Iowa, plus recurring costs resulting directly from the deferral such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering, labor and transportation, shall be billed in total. Billing shall start at the beginning of the month of deferment and extend to the start of service. Charges shall not exceed the monthly rate that would have applied had the service been established. The Company will also charge the Customer who defers service any and all rates and charges incurred by the Company for any leased facilities for which the Company is held responsible. The Company will make a good faith effort to minimize those rates and charge whenever possible.

3.0 GENERAL RULES AND REGULATIONS (Cont'd)

3.13 SPECIAL PROMOTIONS

From time to time, the Company may engage in special service offerings of limited duration. These promotions may be in the form of waived or reduced recurring and nonrecurring fees, lowered usage charges or other actions designed to attract new customers or to increase existing Customer awareness of a particular service.

3.14 INFORMATION SERVICE ACCESS BLOCKING

Where facilities are available, Customers have the option to block access to all "900" and "976" prefix numbers, without charge for the first block. The Company will comply with all applicable rules of the FCC concerning such blocking.

4.0 MTS SERVICE

4.0.1 General

MTS Service is an interexchange telephone service which allows Customers to originate calls from any point of origination within the State of Iowa and terminate calls to any location within the United States and international points as listed herein. Usage charges are based on the duration and time of day of each call.

4.0.2 Dialing Procedures

This service may be accessed by dialing 1+ the desired number from the Customer's telephone when the Customer subscribes to the Company's MTS Service. International call will require the dialing of the destination country's country code.

4.1 RATES AND CHARGES - USAGE

4.1.1 Determination of Duration

- a. Chargeable Time begins when the connection is established between the calling station and the called party.
- b. Chargeable Time ends when either side of the connection is terminated.

4.0 MTS SERVICE (Cont'd)

4.1 RATES AND CHARGES – USAGE (Cont'd)

4.1.1 Determination of Duration (Cont'd)

- c. Chargeable time does not include time lost because of faults or defects in the service.

4.1.2 Calculation of Charges

- a. General. A customer may subscribe to the MTS Service plan offered in these Terms and Conditions. To determine the appropriate charge, each call is rated using the following method:
 - 1. Initial Charges. The initial increment or fraction thereof is subject to the initial increment rate for the appropriate plan to which the customer has subscribed.
 - 2. Subsequent Charges. For Interstate calls the subsequent seconds are rated in six (6) second increments with remaining seconds, if any, rounded up to the next whole increment. For International calls the subsequent seconds are rated in sixty (60) second increments with remaining seconds, if any, rounded up to the next whole increment. These subsequent increments are subject to the additional increment billing factor for the plan to which the customer has subscribed.
 - 3. Total Charges. The charge calculated for the call is the sum of the initial increment charge plus the sum of all additional increments multiplied by the rate for additional increments.
 - 4. Rounding. The total amount of the call is rounded up to the nearest whole cent.

4.2 TIME OF DAY

4.2.1 Peak Rates

Peak Rates are applicable from 8:00 A.M. to 5:00 P.M., Monday through Friday with the exception of the holidays listed in Section 3.4.3 of these Terms and Conditions.

4.0 MTS SERVICE (Cont'd)

4.2 TIME OF DAY (Cont'd)

4.2.2 Non-peak Rates

Non-peak Rates are applicable at all times that are not classified to be Peak.

4.3 SPECIFIC PLANS INCLUDED IN MTS SERVICE - INTERSTATE

MTS Services are comprised of the following plan types:

4.3.1 Plan 1. Plan 1 is a switched access product with rates that are time-of-day sensitive. Plan 1 is accessed by dialing 1+ the desired number. Plan 1 is designed for general use by all types of customers. Plan 1 - Domestic Service is billed with an initial period of thirty (30) seconds and rounded up to the next higher six (6) second increment. Plan 1- Extended Area Service is billed with an initial period of thirty (30) seconds and rounded to the next higher (6) second increment.

4.4 RATE TABLES - INTERSTATE

4.4.1 Plan 1 - Domestic Service – less than 1,500 miles

	<u>Initial 30 Seconds</u>	<u>Each Additional 6 Seconds</u>
Peak	\$0.0900	\$0.0180
Non-peak	\$0.0750	\$0.0150

4.4.2 Plan 1 - Extended Area Service – greater than 1,500 miles

<u>Initial Period</u>		<u>Additional Period</u>	
<u>Peak</u>	<u>Off-peak</u>	<u>Peak</u>	<u>Off-peak</u>
\$0.1284	\$0.1165	\$0.0257	\$0.0233

4.4.3 Holidays

The Company observes the following Holidays: New Year's Day, Valentines Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

4.0 MTS SERVICE (Cont'd)

4.5 SERVICE DESCRIPTION – INTERNATIONAL

International Message Telecommunications Service is offered to Customers of the Company, which also subscribe to the Company's Interstate Telecommunications Services to provide direct dialed termination of international station-to-station calls placed from origination points, using the Company's network to the countries or areas designated which are not part of the United States or its territories. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services offered on a usage sensitive basis. All services are provided subject to the terms and conditions set out in this offering. This service is a usage sensitive switched service allowing voice grade or low speed dial-up data transmission.

4.6 RATE TABLES - INTERNATIONAL

a) Per Minute Rates

<u>Switched Rates (\$\$)</u>		
<u>Country</u>	<u>1st Minute</u>	<u>Subsequent Minutes</u>
Afganistan	1.363	1.363
Albania	0.663	0.663
Algeria	0.513	0.513
American Samoa	0.450	0.450
Andorra	0.250	0.250
Angola	0.789	0.789
Anguilla	0.513	0.513
Antarctica	0.688	0.688
Argentina	0.391	0.391
Armenia	0.675	0.675
Aruba	0.352	0.352
Ascension Island	0.703	0.703
Australia	0.150	0.150
Austria	0.388	0.388
Azerbaijan	0.838	0.838
Bahrain	0.602	0.602

4.0 MTS SERVICE (Cont'd)

4.6 RATE TABLES – INTERNATIONAL (Cont'd)

a) Per Minute Rates (Cont'd)

<u>Switched Rates (\$\$)</u>		
<u>Country</u>	<u>1st Minute</u>	<u>Subsequent Minutes</u>
Bangladesh	0.867	0.867
Belarus	0.500	0.500
Belgium	0.200	0.200
Belize	0.525	0.525
Benin	0.550	0.550
Bhutan	1.203	1.203
Bolivia	0.513	0.513
Bosnia-Herzegovina	0.525	0.525
Botswana	0.463	0.463
Brazil	0.203	0.203
Brunei	0.675	0.675
Bulgaria	0.363	0.363
Burkina Faso	0.600	0.600
Burundi	1.538	1.538
Cambodia	1.352	1.352
Cameroon	0.680	0.680
Canada	see below	
Cape Verde	0.713	0.713
Central African Republic	1.363	1.363
Chad	1.850	1.850
Chile	0.300	0.300
China	0.475	0.475
Colombia	0.475	0.475
Comoros	1.266	1.266
Congo	0.663	0.663
Cook Island	1.313	1.313
Costa Rica	0.430	0.430

4.0 MTS SERVICE (Cont'd)

4.6 RATE TABLES – INTERNATIONAL (Cont'd)

a) Per Minute Rates (Cont'd)

<u>Switched Rates (\$\$)</u>		
<u>Country</u>	<u>1st Minute</u>	<u>Subsequent Minutes</u>
Croatia	0.525	0.525
Cuba	0.641	0.641
Cyprus	0.500	0.500
Czechoslovakia	0.430	0.430
Denmark	0.266	0.266
Diego Garcia	0.850	0.850
Djibouti	0.828	0.828
Ecuador	0.550	0.550
Egypt	0.613	0.613
El Salvador	0.430	0.430
Equatorial Guinea	1.525	1.525
Eritrea	1.039	1.039
Estonia	0.525	0.525
Ethiopia	0.925	0.925
Faeroe Islands	0.363	0.363
Falkland Island	0.963	0.963
Fiji Islands	0.725	0.725
Finland	0.289	0.289
France	0.113	0.113
French Antilles	0.363	0.363
French Guiana	0.602	0.602
French Polynesia	1.238	1.238
Gabon Republic	0.613	0.613
Gambia	0.550	0.550
Georgia	0.725	0.725
Germany	0.113	0.113
Ghana	0.539	0.539
Gibraltar	0.588	0.588
Greece	0.352	0.352
Greenland	0.388	0.388

4.0 MTS SERVICE (Cont'd)

4.6 RATE TABLES – INTERNATIONAL (Cont'd)

a) Per Minute Rates (Cont'd)

<u>Switched Rates (\$\$)</u>		
<u>Country</u>	<u>1st Minute</u>	<u>Subsequent Minutes</u>
Guadeloupe	0.391	0.391
Guam	0.632	0.632
Guantanamo Bay	0.588	0.588
Guatemala	0.413	0.413
Guinea	1.163	1.163
Guinea Bissau	0.914	0.914
Guyana	0.703	0.703
Haiti	0.563	0.563
Honduras	0.550	0.550
Hong Kong	0.266	0.266
Hungary	0.338	0.338
Iceland	0.488	0.488
India	0.575	0.575
Indonesia	0.500	0.500
Iran	0.813	0.813
Iraq	1.113	1.113
Ireland	0.266	0.266
Israel	0.475	0.475
Italy	0.288	0.288
Ivory Coast	0.852	0.852
Japan	0.180	0.180
Jordan	0.688	0.688
Kenya	0.602	0.602
Kiribati	1.477	1.477
Korea, South	0.350	0.350
Korea, Republic of	1.900	1.900
Kuwait	0.725	0.725
Laos	1.413	1.413

4.0 MTS SERVICE (Cont'd)

4.6 RATE TABLES – INTERNATIONAL (Cont'd)

a) Per Minute Rates (Cont'd)

<u>Switched Rates (\$\$)</u>		
<u>Country</u>	<u>1st Minute</u>	<u>Subsequent Minutes</u>
Latvia	0.525	0.525
Lebanon	0.650	0.650
Lesotho	0.641	0.641
Liberia	0.475	0.475
Libya	0.930	0.930
Lithuania	0.680	0.680
Luxembourg	0.275	0.275
Macao	0.713	0.713
Macedonia	0.525	0.525
Madagascar	2.138	2.138
Malawi	0.513	0.513
Malaysia	0.328	0.328
Maldives	0.953	0.953
Mali	0.891	0.891
Malta	0.578	0.578
Marisat	see below	
Marshall Islands	0.788	0.788
Mauritania	0.763	0.763
Mauritius	0.867	0.867
Mexico	see below	
Micronesia	0.727	0.727
Moldova	0.763	0.763
Monaco	0.175	0.175
Mongolia	1.289	1.289
Morocco	0.600	0.600
Mozambique	0.925	0.925
Myanmar	1.800	1.800
Namibia	0.539	0.539

4.0 MTS SERVICE (Cont'd)

4.6 RATE TABLES – INTERNATIONAL (Cont'd)

a) Per Minute Rates (Cont'd)

<u>Switched Rates (\$\$)</u>		
<u>Country</u>	<u>1st Minute</u>	<u>Subsequent Minutes</u>
Nauru	1.675	1.675
Nepal	0.763	0.763
Netherlands	0.138	0.138
Netherland Antilles	0.400	0.400
Nevis	0.363	0.363
New Caledonia	0.828	0.828
New Zealand	0.675	0.675
Nicaragua	0.450	0.450
Niger	0.703	0.703
Nigeria	0.750	0.750
Niue Island	1.238	1.238
Norway	0.175	0.175
Oman	0.703	0.703
Pakistan	0.750	0.750
Palau	0.838	0.838
Panama	0.463	0.463
Papua New Guinea	0.550	0.550
Paraguay	0.563	0.563
Peru	0.477	0.477
Philippines	0.425	0.425
Poland	0.325	0.325
Portugal	0.363	0.363
Qatar	0.725	0.725
Reunion Island	0.930	0.930
Romania	0.488	0.488
Russia	1.363	1.363
Rwanda	0.930	0.930
San Marino	0.788	0.788
Sao Tome	1.113	1.113
Saudi Arabia	0.763	0.763

4.0 MTS SERVICE (Cont'd)

4.6 RATE TABLES – INTERNATIONAL (Cont'd)

a) Per Minute Rates (Cont'd)

<u>Switched Rates (\$\$)</u>		
<u>Country</u>	<u>1st Minute</u>	<u>Subsequent Minutes</u>
Senegal	0.900	0.900
Seychelles Islands	1.025	1.025
Sierra Leone	0.680	0.680
Singapore	0.242	0.242
Slovakia	0.425	0.425
Slovenia	0.525	0.525
Solomon Islands	0.863	0.863
Somalia	1.913	1.913
South Africa	0.425	0.425
Spain	0.238	0.238
Sri Lanka	0.727	0.727
St. Helena	1.000	1.000
St. Pierre	0.352	0.352
St. Vincent	0.96	0.96 *
Sudan	0.930	0.930
Suriname	0.900	0.900
Swaziland	0.600	0.600
Sweden	0.164	0.164
Switzerland	0.188	0.188
Syria	0.750	0.750
Taiwan	0.388	0.388
Tanzania	0.600	0.600
Thailand	0.525	0.525
Togo	0.742	0.742
Tonga	0.763	0.763
Tunisia	0.438	0.438
Turkey	0.391	0.391

4.0 MTS SERVICE (Cont'd)

4.6 RATE TABLES – INTERNATIONAL (Cont'd)

a) Per Minute Rates (Cont'd)

<u>Switched Rates (\$\$)</u>		
<u>Country</u>	<u>1st Minute</u>	<u>Subsequent Minutes</u>
Tuvalu	1.477	1.477
Uganda	0.563	0.563
Ukraine	0.500	0.500
United Arab Emirates	0.488	0.488
United Kingdom	0.113	0.113
Uruguay	0.555	0.555
Vanuatu	1.477	1.477
Venezuela	0.367	0.367
Vietnam	0.888	0.888
Wallis and Futuna	1.352	1.352
Western Samoa	0.680	0.680
Yemen	0.700	0.700
Yugoslavia	0.539	0.539
Zaire	0.602	0.602
Zambia	0.617	0.617
Zimbabwe	0.500	0.500
 Mexico		
Rate Band 1	0.188	0.188
Rate Band 2	0.188	0.188
Rate Band 3	0.188	0.188
Rate Band 4	0.188	0.188
Rate Band 5	0.188	0.188
Rate Band 6	0.188	0.188
Rate Band 7	0.188	0.188
Rate Band 8	0.188	0.188

4. **SERVICE CHARGES** (Cont'd)

4.6 **RATES FOR IMTS, 800 AND CALLING CARD SERVICE – INTERNATIONAL**
(Cont'd)

a) Per Minute Rates (Cont'd)

Switched Rates (\$\$)			
<u>Country</u>	<u>1st Minute</u>	<u>Subsequent Minutes</u>	
Canada			
Region 1	0.20	0.20	*
Region 2	0.20	0.20	*
Region 3	0.20	0.20	*
 Marisat			
Atlantic Ocean	15.625	15.625	
Indian Ocean	15.625	15.625	
Pacific Ocean	15.625	15.625	
West Atlantic	15.625	15.625	

b) Per Call Charges

International Calling Card Station Customer Dialed Surcharge	\$0.75 per call
Payphone Surcharge	\$0.35 per call
(applies to any calls originating on a payphone)	

5.0 **800 SERVICE - INTERSTATE**

5.0.1 General. 800 services are interexchange telephone services that allow the customer to receive calls from any exchange within the United States at no charge to the calling party. The customer is responsible for all calls placed to the customer's 800 number. Usage charges are based on the duration and time of day of each call.

5.0.2 Dialing Procedures. This service may be accessed by dialing 1±800±NXX-XXXX, where NXX-XXXX is the 800 number assigned to the customer.

5.1 AVAILABILITY

The Company offers these services to any end-user with an 800 number that is capable of being delivered to the Company by local exchange utilities. Such numbers will necessarily depend on the technical capabilities of the local exchange utility.

5.2 RATES AND CHARGES - USAGE

5.2.1 Determination of Duration

- a. Chargeable Time begins when the connection is established between the calling station and the called party.
- b. Chargeable Time ends when either side of the connection is terminated.
- c. Chargeable Time does not include time lost because of faults or defects in the service.

5.2.2 Calculation of Charges

a. General

A Customer may subscribe to 800 Service offered in these Terms and Conditions. To determine the appropriate charge, each call is rated using the following method:

1. Initial Charges. The initial increment or fraction thereof is subject to the initial increment or fraction thereof is subject to the initial increment rate for the appropriate plan to which the customer has subscribed.

5.0 **800 SERVICE – INTERSTATE** (Cont'd)

5.2 RATES AND CHARGES – USAGE (Cont'd)

5.2.2 Calculation of Charges (Cont'd)

a. General (Cont'd)

2. Subsequent Charges. The subsequent seconds are rated in six (6) second increments with remaining seconds, if any, rounded up to the next increment. These subsequent increments are subject to the additional increment billing factor for the plan to which the customer has subscribed.
3. Total Charges. The charge calculated for the call is the sum of the initial increment charge plus the sum of all additional increments multiplied by the rate for additional increments.
4. Rounding. The total amount of the call is rounded up to the nearest whole cent.

5.3 TIME OF DAY

5.3.1 Peak Rates.

Peak Rates are applicable from 8:00 A.M. to 5:00 P.M. Monday through Friday with the exception of the holidays listed in Section 4.4.3 of these Terms and Conditions.

5.3.2 Non-peak Rates

Non-peak rates are applicable at all times that are not classified to be Peak.

5.0 **800 SERVICE – INTERSTATE** (Cont'd)

5.4 SPECIFIC PLANS INCLUDED IN 800 SERVICE

800 Services are comprised of the following plan types:

5.4.1 Plan 1

Plan 1 is a switched access product with rates that are time-of-day sensitive. Plan 1 is accessed by a caller dialing 1+800 plus the number assigned to the customer. Plan 1 is designed for the small to medium sized business customer or the residential customer who wishes to receive number of 800 service calls. Plan 1 - Domestic 800 Service is billed with an initial period of thirty (30) seconds rounded up to the next higher six (6) second increment. Plan 1 - Extended Area 800 Service is billed with an initial period of thirty (30) seconds minimum and rounded to the next higher (6) second increment.

5.5 RATE TABLES

5.5.1 Plan 1-Domestic 800 Service – less than 1,500 miles

	<u>Initial 30 Seconds</u>	<u>Each Additional 6 Seconds</u>
Peak	\$0.0900	\$0.0180
Non-peak	\$0.0750	\$0.0150

5.5.2 Plan I-Extended Area 800 Service - greater than 1,500 miles

<u>Initial Period</u>		<u>Additional Period</u>	
<u>Peak</u>	<u>Off-peak</u>	<u>Peak</u>	<u>Off-peak</u>
\$0.1284	\$0.1165	\$0.0257	\$0.0233

5.5.3 Holidays

The Holidays applicable to this service are found in Section 4.4.3 of these Terms and Conditions.

6.0 DIRECTORY ASSISTANCE - INTERSTATE

6.0.1 General

Directory Assistance (DA) calls are available to all customers of the Company and provide access to Directory Assistance operators who provide telephone number lookup. When supplied with a name and location, the Directory Assistance operator will provide, or attempt to provide, the telephone number (or numbers) listed in the exchange carrier's records associated with the given name in that exchange.

6.0.2 Maximum Number of Requests Per Call

A maximum of two requests for telephone numbers will be accepted per call to the DA operator. A telephone number which is not listed in the DA records will not be available to the Customer.

6.0.3 Operator Limitations

The Directory Assistance operator will not transfer, forward or redial a Customer's call to any other location for any purpose other than provision of DA service.

6.1 RATES AND CHARGES

The rate for Directory Assistance is \$0.75 per call. In the event that a DA operator is unable to provide the requested number, the charge will still apply.

7.0 OPERATOR SERVICE - INTERSTATE

The Company does not offer operator services at this time and will not block a Customer's access to any provider of operator services available in the Company's service area. Customers may receive bills directly from operator service providers whose services the Customers use.

8.0 EVERTEK CALLING CARD SERVICE - INTERSTATE

8.1 GENERAL

The EVERTEK Calling Card is a service that permits a Customer of the Company to access the network by dialing a EVERTEK 800 number. Customers are issued a personalized EVERTEK Calling Card which contains an unique code identifying them as a EVERTEK Calling Card Customer. This service enables Customers to place telephone calls anywhere within the United States or to manage card usage through speed dialing and account codes, using an 800 access number and authorization code provided by Evertek, Inc..

8.1.1 Usage Charges

Customers usage charges will be based on the duration of the connection between the calling party and the called party. The EVERTEK Calling Card service is not sensitive to distance or time of day. There are no discounted rates for Holidays. All domestic calls are billed with an initial increment of thirty (30) seconds minimum and rounded to the next higher thirty (30) second increment.

8.1.2 Rate Tables

	<u>30 Second Increments</u>	
	<u>Initial</u>	<u>Additional</u>
Flat Rate	\$.1250	\$.1250
<u>Domestic Service Charge</u>		\$0.5000/call
<u>Directory Assistance</u>		
Per Request		\$1 .5000/call
Call Completion		\$1 .0000/call
<u>Operator Assistance</u>		
Completion Surcharge/Domestic		\$0.2000/call
Person to Person		\$3.0000/call

8.0 EVERTEK CALLING CARD SERVICE – INTERSTATE (Cont’d)

8.2 CONFERENCE CALLING SERVICE

Conference Calling Service is available as an operator established service offered on a full time (24 hours a day, 7 days a week) basis within the State of Iowa. The service allows EVERTEK customers to place telephone calls between a calling party and one or more called parties, using the EVERTEK Calling Card 800 access number and authorization code provided by Evertek, Inc. Operator handled conference calling services are established by a EVERTEK operator for telecommunications between a calling party and one or more called parties when at least one of the called parties is in a difference state from the calling party. The Company, upon request, will establish a conference call at a Customer specified time. Reservations are honored in the order received and are subject to the availability of bridging capability.

8.2.1 Chargeable Time. Chargeable time for a conference call begins when connection is established between all of the stations on the conference call. Chargeable time ends on any two point connection of a conference call when either the calling party or the called party hangs up. All domestic calls are billed on a whole minute basis only. The originating station must be located within the State of Iowa.

8.2.2 Rate Table

	<u>Per Whole Minute</u>
Automated (per leg/minute)	\$.25000
Operator Assisted (per leg/minute)	\$ 2.0000

9.0 LONG DISTANCE SERVICE AREA - INTERSTATE

9.0.1 Nationwide Origination

Origination from locations in all fifty (50) states of the United States for termination nationwide is provided for the following services:

800 Service
Calling Card Services
Directory Assistance

9.0 LONG DISTANCE SERVICE AREA – INTERSTATE (Cont’d)

9.02 Statewide Origination

Origination from locations in the State of Iowa for nationwide termination is provided for the following services:

MTS Service
Directory Assistance

10. MISCELLANEOUS PROVISIONS

10.1 NOTICE

Written notice to Customer is sent to Customer’s last known address in Company’s invoicing records. Notice shall be deemed given 3 days after postmarked.

10.2 WAIVER OF TRIAL BY JURY

Customer and Company waive their respective rights to a trial by jury of any and all claims or causes of action (including counterclaims) related to or arising out of these Terms and Conditions brought by either party against the other. Any claim or cause of action will be tried by a court trial without a jury. The waiver applies to these Terms and Conditions as amended or modified.

10.3 CHOICE OF LAW; JURISDICTION

These Terms and Conditions are covered by and construed under the laws of the State of Iowa without regard to choice of law principles.

10.4 WAIVER OF CLASS ACTIONS

All claims between Customer and Company related to these Terms and Conditions will be litigated individually and Customer may not consolidate or seek class treatment for any claim, unless previously agreed to in writing by Customer and Company. This waiver applies to these Terms and Conditions as amended or modified, and survives termination of service under these Terms and Conditions.

10. MISCELLANEOUS PROVISIONS (Cont'd)

10.5 SEVERABILITY

If any part of these Terms and Conditions is held invalid or unenforceable, the rest of these Terms and Conditions shall remain in full force and effect unless Company's obligations hereunder are materially impaired.

10.6 WAIVER

If either Customer or Company does not enforce any right or remedy available under these Terms and Conditions, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Company's waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend these Terms and Conditions.

10.7 HEADINGS

Section headings are for descriptive purposes only and are not used to interpret these Terms and Conditions.

10.8 ENTIRE TERMS AND CONDITIONS

These Terms and Conditions (including any referenced documents and attachments) make up the entire terms and conditions between Customer and Company and replace all prior written or spoken terms and conditions, representations, promises or understandings between Customer and Company.