

**MADISON NETWORK SYSTEMS, INC.
TELECOMMUNICATIONS SERVICES
TERMS & CONDITIONS OF SERVICE**

1. **APPLICATION OF TERMS & CONDITIONS DOCUMENT**

1.1 This terms & conditions document applies to specialized switching services furnished by MADISON NETWORK SYSTEMS, INC., hereinafter referred to as the "Company", with its principal address at 21668 Double Arch Rd, Staunton, IL 62088, for the provision of Interstate Telecommunications Service for communications initiated from locations between and among domestic points in the United States. 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.

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 without advance written notice to Customer. The most current version of these Terms and Conditions can be found on Company web site at www.madisontelco.com. Any changes to Terms and Conditions become effective on the Effective Date set forth in this document. 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, the regulations of the Company apply to that portion of the service or facilities which it 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. **DEFINITIONS**

The following definitions apply for certain terms used generally throughout this terms & conditions document:

Access Code: A sequence of numbers that, when dialed, connect the caller to the provider of operator services associated with that sequence.

Access Line: A communication channel which is used for access to a Company service point.

Access Line Group: An access line or a number of access lines from a single Customer or authorized user location which have the same termination characteristics and which are arranged in a hunting sequence.

Accounting Code: A multi-digit code which enables a Customer to allocate long distance charges to internal accounts.

Additional Minute: The rate element used to bill for the chargeable time when a call continues beyond the initial minute.

Aggregator: Any person or entity, that is not an operator service provider and that in the ordinary course of its operations makes telephones available to the public or transient users of its premises, or university for telephone calls between points within this state that are specified by the user using an operator service provider.

Analog Transmissions: Denotes information transmitted in the form of continuously varying signal current and/or voltage.

Answer Supervision: An electrical signal fed back up the line by the local telco at the distant end of a long distance call to indicate positively the call has been answered by the called phone.

Application for Service: A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

2. **DEFINITIONS** (Cont'd)

Authorization Code: A multi-digit code which enables a Customer to access Company's network and enables the Company to identify the use of proper billing.

Authorized User: A person, firm, corporation, or other legal entity which is authorized by the Customer to be connected to the service of the Customer. An Authorized user(s) must be named in the application for service.

Autodialer: A device which allows the Customer to dial pre-programmed telephone numbers, such as the Company access number or authorization codes, by pushing one or two buttons. Dialers can be bought as a separate device and added to a phone.

Automatic Numbering Identification (ANI): A type of signaling provided by a local exchange telephone Company which automatically identifies the local exchange line from which a call originates.

Billed Party: The person or entity responsible for payment of the Company's service as follows:

For an Operator Assisted Call:

- a. in case of a Calling card or Credit Card call, the holder of the calling card or credit card used by the Consumer;
- b. in case of a Collect or Third Party call, the one responsible for the local telephone service at the telephone number that agrees to accept charges for the call; and
- c. in the case of a Room Charge call, the Subscriber.

For a Direct Dial Call:

Direct dial calls are billed to the originating live number, or the party assigned the Company's authorization code used to complete the call.

2. **DEFINITIONS** (Cont'd)

Billing Period: The interval between Customer invoice to Customer invoice which shall consist of approximately 30 days.

Business Service: The phrase "Business Service" means telecommunications service provided to the Customer for use primarily or substantially for a business, professional, institutional or other occupational purpose.

Calling Card Call: A call for which charges are billed, not to the originating telephone number, but to a telephone calling card issued by a local exchange or long distance telephone Company for this purpose.

Cancellation of Order: A Customer initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Channel: The path for electrical transmission between two or more points.

Collect Call: A billing arrangement which bills the charge for a long distance call to the called station's telephone number. The person agreeing to accept the call, whether or not they are a presubscribed customer of the Company shall be responsible for all charges related to the call. Regardless of whether the person is a Customer of the Company, the individual receiving such a collect call shall be subject to the provisions of this terms & conditions document which are applicable to the call accepted.

2. **DEFINITIONS** (Cont'd)

Commission: The Federal Communications Commission.

Company: MADISON NETWORK SYSTEMS, INC.

Connecting Carrier: A telecommunications Company, which may be either an interexchange or a local exchange carrier, that supplies the Company with facilities to originate or terminate the Company's long distance services.

Consumer: The term consumer means a person initiating any telephone call using operator services.

Customer: The Customer is the person, firm, corporation or other legal entity which: orders, cancels or amends service; is responsible for the payment of charges; and is responsible for compliance with all the Company terms & conditions document regulations.

Customer Dialed Calling Card Call: A Calling Card Call which does not require intervention by an attended operator position to complete.

Customer-Provided Facilities: All facilities, including those obtained from other communications common carriers, provided by the Customer and/or authorized user, other than those provided by the Company.

DISA: (Direct Inward System Access) This feature of a PBX or telephone system allows the outside caller to dial directly into the telephone system and access the system's features. A Customer would typically use this feature for making long distance calls away from the office using their less expensive business long distance lines.

Dedicated Access Service: The generic term for a service in which the Customer's traffic passes over an access line connecting the Customer's premise to a Company switch, which is used solely for that Customer's traffic.

2. **DEFINITIONS** (Cont'd)

Designated Service Date: Denotes the Customer specified installation date requested at the time the order for service is initiated. If the Company finds it cannot provide service by that date, the designated service date becomes that date specified by the Company on which the installation of service can be performed.

Designated Service Point: The Customer designated point of termination of a local distribution channel. The designated service point may be a Customer or authorized user premise or a local exchange Company central office or Centrex station.

Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Domestic Interstate Message Telecommunications Service: The term "Domestic Interstate Message Telecommunications Service" denotes the furnishing of direct dial and operator assisted domestic interstate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel between and among points within the United States.

EAS: Extended Area Service.

End User: An individual or entity designated by the consumer to be responsible for the payment of calls placed using the Company's Services.

Equal Access Office: Switch operated by the Company equipped with the hardware and software required to allow the customers to presubscribe to the interexchange carrier of their choice.

Equal Access Code: An access code that allows the consumer to obtain an equal access connection to the carrier associated with that code.

Excessive Call Attempt: An attempt to make a call over the Company's network using an invalid authorization code during a measured 15 minute period within which 10 or more incomplete call attempts are made from the same access line, and where those attempts do not complete because an invalid authorization code(s) was used.

FCC: Federal Communications Commission.

2. **DEFINITIONS** (Cont'd)

Foreign Exchange Service: Foreign exchange service provides subscribers with the capability of local dialing in a remote exchange via private line services.

Hertz: Is a unit of frequency equal to one cycle per second.

Holiday: One of the following Federally recognized Holidays: Independence Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day.

Message: Represents an interexchange toll call for which appropriate charges shall be assessed.

Initial Minute: The rate element used to bill for the first chargeable minute, or fraction thereof, of a call.

Line Haul Mileage: Denotes mileage distance between the Company Terminal Office sites.

Local Access Line or Local Distribution Channel: The facility consisting of the necessary equipment and local telephone Company lines which are required to interconnect the Customer's or authorized user's premises to a Company Service Point within the same local exchange area or extended service area.

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

Local Calling Area: Denotes a geographic area in which a Local Exchange Company end user may complete a call without incurring long distance charges.

Local Exchange Area: The term "Local Exchange Area" denotes a unit established by the company for the administration of communications services in a specified area which usually embraces a city, town, or village and its environs. Specific definitions of the Company local exchange areas are available upon request.

Local Exchange Carrier (LEC): A Company which provides telecommunications service within a local exchange LATA.

2. **DEFINITIONS** (Cont'd)

Local Time: The time observed, standard or daylight savings, at the rate center associated with the originating point of the call.

Measured Charge: A charge assessed on a per minute basis in calculating a portion of the charges due for a completed Operator Assisted, Direct Dial Call, Calling Card or Third Party Call

Measured Service: The provision of intrastate long distance measured time communications telephone service to Customers who access the Company's service at its switching and call processing equipment by means of access facilities obtained from a local exchange carrier. The Company is responsible for arranging for the access line.

Mileage Rate Band: Mileage interval used to establish rates for the Company services.

Minimum Average Time Requirements (MATR): A generic term indicating a specified period of time, used in the determination of usage charges, which represents the minimum average duration of calls completed during a billing period.

Modem: A device which modulates and/or demodulates signals for proper transmission via dedicated or switched facilities.

Multiple Channel Service: Is a service offering whereby a Customer may order more than one leased channel where the line haul mileage of the channels falls within the same mileage rate band.

Normal Business Hours: Normal business hours are represented by the period between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.

Operator Assisted Call: An intrastate telephone connection completed through the use of the Company's Operator Services.

Operator Service Charge: A non-measured (fixed) surcharge which is added to a measured charge in calculating the total terms & conditions document charges due for a completed Operator Assisted Call.

2. DEFINITIONS (Cont'd)

Operator Services: Any telecommunications service that includes, as a component, any automated or live assistance afforded to a consumer to arrange for the billing and/or completion, of a telephone call that are specified by the user through a method other than:

- * Automatic Completion with billing to the telephone from which the call originated;
- * Completion through an access code or a proprietary account number used by the consumer, with billing to an account previously established with the carrier by the consumer; or
- * Completion in association with directory assistance services

Other Communications Common Carrier: A government regulated entity offering communications services to the public.

Point of Presence: Locations where the Company maintains through its own facilities or through arrangements with other carriers an operations center for purposes of providing long distance service.

Premises: All buildings occupied by the Customer and/or his authorized user on a contiguous property (except railroad right of way, etc.) not intersected by a public road.

Presubscribed Provider of Operator Services: The Provider of Operator Services to which the Consumer is connected when the Consumer places a call using a Provider of Operator Services without dialing an access code.

Responsible Organization (Resp. Org.): The carrier entity that has responsibility for the management of 800 numbers in the Service Management System (SMS) including maintaining Customer records in the SMS system. Also, the entity which accesses the SMS to: a) search for and reserve 800 numbers; b) create and maintain 800 number Customer records, including call processing records; and c) provide a single point of contact for trouble reporting. The SMS recognizes one Resp. Org. for each 800 number.

Service: Service means any or all service(s) provided pursuant to this terms & conditions document.

2. **DEFINITIONS** (Cont'd)

Service Control Point (SCP): The real-time data base system in the Service network that contains instructions on how Customers wish their calls to be routed, terminated or otherwise processed.

Service Points: Those cities from which the Company makes its services available to its customers.

Special Access Line (SAL): A dedicated Analog DAL or Digital T-1 Access Line(s) directly connecting Customer's telephone equipment to the Long Distance Provider without using the Local Exchange Carrier's switching equipment.

Special Promotional Offering: Special discounts or modifications of the company's regular service offerings which may, from time to time, be offered to its Customers for a particular service. Such offerings may be limited to certain dates, times, and locations.

Special Services: Denotes service provided and performed by the Company involving special engineering, design, programming, development or production activities to provide services requested by a Customer to meet special needs not otherwise provided under this terms & conditions document.

Station: Any location from which a message can be originated or received.

Station-to-Station Call: A call placed to a telephone number, with the understanding that the caller will speak to any person who answers the called number.

Subscriber: A person or other entity that selects a telecommunications Company to be the Presubscribed Provider of Operator Services for one or more locations within that person or entity's control.

Subscription Agreement: A standard form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the long distance service required.

Switch: A local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks through electronic services which are used to provide circuit routing and control.

2. **DEFINITIONS** (Cont'd)

Switched Access Service: Provides the ability to originate and terminate calls between two end user's premises over facilities of the Telephone Company.

Telecommunications: The transmission of voice communications or the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence over dedicated or switched facilities.

Terminal Equipment: Devices, apparatus, and their associated wiring such as teleprinters, telephone hand sets, or data sets used for origination or termination of telecommunications services.

Third Party Call: A call for which charges are billed, not to the originating telephone number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

Vertical Features: Services such as call validation, "Plain Old Telephone Service" (POTS) number translation, and provision of statistical information on the Customer's 800 traffic, which may be obtained by the Company from local Exchange Company access tariffs on behalf of 800 Service Customer for which the Company serves as Resp. Org.

Voice-Grade Channel: Denotes a communications channel with a nominal bandwidth of 4,000 hertz.

Weekday: One of the normal business days of the week, Monday through Friday, excluding Holidays and Weekend periods.

Weekend: The period from 11 p.m. Friday to, but not including 8 a.m. Monday.

WATS: Wide Area Telecommunications Service.

3. GENERAL RULES AND REGULATIONS

3.1 UNDERTAKING OF THE COMPANY

3.1.1 General

3.1.1.1 The services furnished herein are for the transmission and reception of voice, data and other types of communications. Services provided pursuant to this terms & conditions document may be utilized only for the transmission of communications by Customers consistent with the terms of this terms & conditions document, and the rules and regulations of the Federal Communications Commission.

3.1.1.2 Subject to unavoidable network interruptions, the Company shall endeavor to provide services and facilities 24 hours a day, 7 days a week.

3.1.2 Availability

3.1.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment of the Company and/or the Local Exchange Carrier serving the customer. The Company reserves the right to provide services to and from locations where the necessary facilities and/or equipment are available.

3.1.2.2 The Company reserves the right to suspend service or delay service installation until sufficient network facilities are available to meet the anticipated traffic demand, or terminate a service request with a full refund of any charges billed to the Customer if satisfactory arrangements cannot be concluded within what the Company determines to be a reasonable amount of time.

3.2 USE OF SERVICE

3.2.1 Services furnished by the Company may not be used for any unlawful purpose.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.2 **USE OF SERVICE** (Cont'd)

3.2.2 No restrictions apply on sharing or resale of services. The Customer remains liable for all obligations under this terms & conditions document notwithstanding such sharing or resale and regardless of the Company's knowledge of same.

3.2.3 Use of the services herein in a manner that could interfere with the services provided to other Customers, harm the facilities of the Company or others is prohibited.

3.2.4 In the event that the Company determines, based upon its sole judgment, that there is fraudulent use of either the services furnished by the Company or the Company's network, the Company will without liability to the Customer discontinue service and/or seek legal recourse to recover from the Customer all costs involved in enforcement of this provision.

3.2.4.1 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, such as calling card codes, which the Company deems, in its sole judgment, is necessary to take such action to prevent unlawful use of its services. The Company will restore service as soon as it can be provided without undue risk.

3.2.4.2 Without incurring any liability, the Company may discontinue the furnishing of service(s) to a Customer immediately and without notice if the Company deems, in its sole judgment, that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.2 USE OF SERVICE (Cont'd)

3.2.5 The Company may, but is not required to, advise the Customer of abnormal calling patterns or other possible unauthorized use of facilities or calling cards assigned to the Customer. Additionally, the Company may, but is not required to, block calls on authorization codes which the Company believes to be unauthorized or fraudulent.

3.2.6 If a Customer utilizes a dedicated access line between the Customer's premises and the Company's service office for the origination or termination of calls, the Customer is responsible for payment of all charges for usage over that access line, including any usage which may be fraudulent or unauthorized.

3.2.7 The use and restoration of service shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules.

3.2.8 With the use of the Company authorization codes, the Customer agrees to pay the Company all charges incurred as a result of any delegation of authority whether authorized or unauthorized resulting in the use of its Company authorization codes.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.3 **OBLIGATIONS OF THE COMPANY**

3.3.1 **Liability**

Except as provided in this Section, the Company's sole liability for any claim, loss, expense or damages of any kind, whether direct, indirect, special or consequential, arising from, or in any way attributable to, acts or omissions of the Company relating to the installation, provision, termination, maintenance, repair, restoration, or billing of any service, feature or option available under this terms & conditions document shall not exceed an amount equal to the monthly recurring charge to the Customer for one (1) month, if any, or as otherwise set forth in the outage credit provisions of this terms & conditions document provided, however, that:

3.3.1.1 The Company's liability for its willful misconduct is not limited by this terms & conditions document.

3.3.1.2 The Company is not liable for any failure of facilities or performance of services due to causes beyond its control, including, not limited to, civil disorder, fire, flood, storm or other natural or man-made disasters or elements, labor problems or regulations issued by or action taken by any government agency having jurisdiction over the Company or its services or equipment.

3.3.1.3 The Company shall have no liability to any person or entity other than its Customer.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.3 **OBLIGATIONS OF THE COMPANY** (Cont'd)

3.3.1 **Liability** (Cont'd)

3.3.1.4 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against the following:

.1 Any claim, loss, expense or damage (including, but not limited to, reasonable attorney's fees and expenses) for engaging in a criminal enterprise defamation, libel, slander, invasion of privacy, infringement of copyright or patent, arising from, or in connection with, the material, data, information, or other content transmitted over the services or facilities furnished by the Company.

.2 Any claim, loss, expense or damage (including, but not limited to reasonable attorney's fees and expenses) for any act or omission of the Customer or its agents and contractors, or due to the failure of Customer-provided equipment, facilities, systems or services.

.3 Any claim, loss, expense or damage (including, but not limited to, reasonable attorney's fees and expenses) for personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company; and/or

.4 Any use by the Customer of the Company's products or services which use has been restricted or limited by action of a government agency having jurisdiction over the Customer, the Company or its products or services.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.3 **OBLIGATIONS OF THE COMPANY** (Cont'd)

3.3.1 **Liability** (Cont'd)

3.3.1.5 All or a portion of the service provided pursuant to this terms & conditions document may be provided over facilities of third parties, and the Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever arising out of errors or defects caused by such third parties.

3.3.1.6 Where any claim arises out of the Company's acting as a Resp. Org. or where the Company's Services are not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's order, or is provided with a number(s) other than the one(s) committed by the Company to the Customer, or the number(s) is not included in the Directory Assistance or is included in an incorrect form, or Vertical Features are not obtained or are obtained in error, and any such failure(s) is due solely to the negligence of the Company, in such case the Company's liability, if any, is limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure(s), or (b) the sum of \$1,000.00.

3.3.1.7 The Company shall not be liable for the use, misuse or abuse of a Customer's service by third parties, including, without limitation, the Customer's employees or members of the public who dial the Customer's telephone number in error. Compensation for any injury the Customer may suffer due to the fault of others must be sought from such other parties.

3.3.1.8 Notwithstanding Section 3.3.1.5, in the event that the Company causes the misrouting of calls, the Company's sole liability shall be to provide a credit equal to the charges for the affected calls.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.3 **OBLIGATIONS OF THE COMPANY** (Cont'd)

3.3.1 **Liability** (Cont'd)

3.3.1.9 The Company reserves the right to immediately suspend or cancel without advance written notice and without any liability whatsoever, the provision of any service(s) to any Customer if the Company determines in its sole discretion that the Customer is using the service(s) to make or permit any telephone facility under such Customer's control to be used for any purpose or activity, including, but not limited to, any obscene, indecent or harassing purpose or activity, prohibited by Section 223 of the Communications Act of 1934, as amended, and 800 calls placed with the intent of gaining access to a Customer's outbound calling services without authorization from the Customer.

3.3.1.10 The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer-provided equipment which are transmitted or carried on the Company network or the network over which its traffic is carried. The Company's Customer Service agents may work with Customers to recommend possible solutions to reduce unauthorized use of their facilities. However, the Company does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.4 **OBLIGATIONS OF THE CUSTOMER**

3.4.1 The Customer shall be responsible for damages to the Company's facilities or that of its network providers caused by the act or omission of the Customer, its authorized users, officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the service at the customer through the negligence of the customer.

3.4.2 The Customer will guarantee the performance by his authorized user(s) of all provisions of this terms & conditions document and contractual obligations between the Customer and the Company. The Customer will be liable for the acts or omissions of its authorized user(s) relative to the compliance with the provision of this terms & conditions document.

3.4.3 The Customer may not assign or transfer to a third party, whether by operation of law or otherwise, the right to use the services provided under this terms & conditions document, provided however, that where there is not interruption of use or relocation of the services, such assignment or transfer may be made to the following:

(a) Another Customer of the Company, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including, but not limited to, all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services if any; or

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.4 **OBLIGATIONS OF THE CUSTOMER** (Cont'd)

3.4.3 (Cont'd)

(b) A court-appointed receiver, trustee or other person acting pursuant to the laws of bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including, but not limited to, all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

If the Customer wishes to assign or transfer the right to use services provided under this terms & conditions document, written consent of the Company is required prior to such assignment or transfer which consent may be granted or withheld in the sole discretion of the Company. All regulations and conditions contained in this terms & conditions document shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

3.4.4 The Customer of the Company's 1+, 0+ (sent paid), calling card, and/or inbound service is responsible for payment for all calls placed:

- (a) via the Customer's local telephone service number(s);
- (b) via dedicated access lines to the Company facilities and/or network;
- (c) via the Customer's 800 Service number(s) either intentionally or mistakenly placed;
- (d) originated at the Customer's number(s);
- (e) accepted at the Customer's number(s) (e.g. collect calls); and
- (f) billed to the Customers number via third number billing.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.4 **OBLIGATIONS OF THE CUSTOMER** (Cont'd)

3.4.4 (Cont'd)

This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service, Customer provided systems, equipment, facilities, services interconnected to the Customer's local telephone service, 0+ (sent paid), dedicated lines or inbound service; which use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public.

3.4.5 The Customer must obtain an adequate number of access lines for service to handle its expected demand in order to prevent interference or impairment of the service or any other service provided by the Company. The Company will have the right to determine such adequacy giving due consideration to (1) the total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period.

The Company, without incurring any liability, may disconnect or refuse to furnish Service to any Customer that fails to obtain an adequate number of lines. In the case of disconnections, the Customer will be notified in writing in advance of the termination of service.

3.4.6 Any mistakes, accidents, omissions, interruptions, delays, errors or defects in transmission or service which are caused or contributed to, directly or indirectly, by an act or omission of the Customer, by others, through the use of Customer-provided facilities or equipment, or through the use of facilities or equipment furnished by any other person using the Customer's facilities shall not result in the imposition of any liability upon the Company. The Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including the costs of any local exchange Company labor and materials. The Company shall be indemnified, defended and held harmless by the Customer against any and all claims, demands, causes of action and liability relating to services provide pursuant to this agreement, including payment to the Company associated with reasonable attorney's fees.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.5 **PAYMENT REGULATIONS**

3.5.1 Service shall be provided and billed for on a monthly basis. Service shall continue to be provided until 30 days after the Company's receipt of a written request from the Customer for the disconnection of service, unless other restrictions apply. Payment is to be made to the address designated on the invoice or such other location as the Company may direct in writing from time to time. In addition to the charges for the Company's services, the Customer shall pay any applicable federal, state or local use, excise, sales or privileges taxes resulting from the services furnished by the Company. Such taxes shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted.

3.5.2 The Customer is responsible for payment of all charges for service(s) furnished by the Company. This includes payment for calls or services (a) originated at the Customer's number(s) whether authorized or not; (b) accepted at the Customer's number(s) (e.g. 800 Service and collect calls); (c) billed to the Customer's number via third number billing, a calling card, a company-assigned authorization code, travel card number, or other special billing number; and/or (d) incurred at the specific request of the Customer.

3.5.3 A Customer is responsible for payment for all calls placed to or via the Customer's telephone number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or Customer provided systems, equipment, facilities or services interconnected to the Customer's 800 Service, which use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public who dial the customer's 800 number by mistake.

3.5.4 If notice of a dispute with respect to charge is not received, in writing, within 30 days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety. Accounts not paid within 30 days from the due date stated on the bill will be considered delinquent. Delinquent payments may result in the imposition of a late fee which shall be imposed at the rate of 1.5% of the unpaid balance per month or the maximum allowable rate under applicable state law.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.5 **PAYMENT REGULATIONS** (Cont'd)

3.5.5 If a Customer accumulates more than \$1,000 of undisputed delinquent charges, the Company's Resp Org reserves the right not to honor that Customer's request for a Resp Org change and the Company reserves the right not to honor that Customer's request for a carrier change until such undisputed charges are paid in full.

3.5.6 The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for service.

3.5.6.1 Applicants or Customers whose credit worthiness is not acceptable to the Company, or is not a matter of general knowledge, may be denied service or may be required to make, at any time, a deposit in an amount equaling up to three months, actual or estimated, charges for the services provided. The Company may increase the amount of any deposit previously required if, in the Company's sole discretion, it is reasonably necessary under the circumstances.

3.5.6.2 In the case of a cash deposit, interest will be paid for the period during which the deposit is held by the Company. If the Company, in its sole discretion, determines that the Customer is not capable of satisfying its payment obligations, services may be canceled by the Company upon written notice.

3.5.6.3 At the Company's option, such deposit may be refunded or credited to the Customer at, or any time prior to, termination of service. The Customer may elect to apply the deposit to future invoices or receive a payment of the deposit amount. However, if any balance is outstanding on the Customer's account at the time of cancellation, the Company reserves the right to apply the Customer's deposit and accumulated interest against the Customer's unpaid balance.

3.5.7 In the event the Company incurs fees or expenses, including attorney's fees, court costs, costs of investigation and related expenses in collecting, or attempting to collect, any charges owed to the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.5 **PAYMENT REGULATIONS** (Cont'd)

3.5.8 In the event that a check or draft tendered by a Customer is returned, a fee of \$25 will apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is a bank error, in which case documentary evidence is required to waive the fee.

3.5.9 All stated charges in this terms & conditions document are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales, or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this terms & conditions document. All such taxes, duties and fees shall each be shown as a separate line item on the Customer's monthly invoice.

3.5.10 In cases involving toll fraud, the Company may backbill for one and one-half (1 1/2) years from the point when such fraud was detected and/or quantified.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.6 **CREDIT ALLOWANCES**

3.6.1 **Interruption of Service**

3.6.1.1 No credit will be allowed for relinquishing facilities in order to perform routine maintenance.

3.6.1.2 Credit for failure of service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in this terms & conditions document, all equipment, facilities and/or services for which the Company renders a bill for payment are considered provided by the Company whether or not the equipment, facilities and/or services are owned and operated by the Company unless otherwise provided by the terms or this terms & conditions document.

3.6.1.3 No credit will be allowed for failures of service or equipment due to Customer user-provided facilities or any act or omission of the Customer, its authorized user(s), officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the service at the customer through the negligence of the customer.

3.6.1.4 Credit allowance time for failure of service or equipment starts when the Customer notifies the Company of the failure or when the Company has actual knowledge of the failure, and ceases when the service has been restored and an attempt has been made to notify the Customer.

3.6.1.5 The Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain whether the failure is caused by Customer-provided equipment.

3.6.1.6 Only those portions of the service or equipment operation materially interfered with will be credited.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.6 **CREDIT ALLOWANCES** (Cont'd)

3.6.2 **Outage Credit**

3.6.2.1 No credit shall be given for an interruption of less than 2 hours.

3.6.2.2 The Customer shall be credited for an interruption of 2 hours or more at the rate of 1/360th of the monthly charge for the facilities affected for each period of 2 hours or major fraction thereof that the interruption continues. (A billing period has 30 days and service is provided 24 hours a day, 7 days a week. Every month will have 720 hours.) Such a credit shall only be applied to services priced by the Company on a monthly flat rated basis.

3.6.2.3 Where a minimum usage charge is applicable and the Customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of 2 hours or major fraction thereof that the interruption continues. Such a credit shall only be applied to services priced by the Company on a monthly flat rated basis.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.7 **EQUIPMENT**

3.7.1 **Customer Obligations**

3.7.1.1 The Customer shall assume all responsibility for obtaining all necessary permits, authorization or consents for interconnecting Customer-provided equipment or facilities with the Company's services or facilities as well as ensuring that the Customer-provided equipment or facilities are properly interfaced with the Company's services or equipment.

3.7.1.2 Access to and release of Company provided facilities located on the Customer's premises for testing and repair will be required for failures of equipment or service and/or routine maintenance. The Company will notify the Customer in advance of such necessary access or release and will attempt to schedule the access or release at a mutually convenient time. For charges contemplated in the terms & conditions document, such testing and repair and/or routine maintenance will be performed during regular business hours. When, at the specific request of the Customer, such routine maintenance, testing and/or repair is performed outside of regular business hours, additional special service charges may apply.

3.7.1.3 The Customer shall operate its equipment and facilities in such a manner that its use of the Company's facilities shall not interfere with any other Customer's use of the Company's services or equipment.

3.7.1.4 The Customer shall provide adequate space, electrical power, wiring, HVAC and electrical outlets necessary for the proper operation of the Company's equipment on the Customer's and/or authorized user's premises.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.7 **EQUIPMENT** (Cont'd)

3.7.1 **Customer Obligations** (Cont'd)

3.7.1.5 The Customer shall be responsible for all loss regardless of cause (other than directly resulting from an act or omission of the Company) to the Company's equipment on the Customer's or its authorized user's premises.

3.7.1.6 The Customer is responsible for ensuring that, except for Customer authorized and qualified personnel, no one attempts to adjust, modify, move or otherwise interfere in any way with the continuous operation of the Company's equipment located at the Customer's or authorized user premises.

3.7.1.7 The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company to protect the integrity of service or for safety reasons.

3.7.1.8 The Customer shall be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to service furnished pursuant to this terms & conditions document, the responsibility of the Company shall be limited to the furnishing of services under this terms & conditions document and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for the following:

(a) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;

(b) the reception of signals by Customer-provided equipment; or

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.7 **EQUIPMENT** (Cont'd)

3.7.1 **Customer Obligations** (Cont'd)

3.7.1.8 (Cont'd)

(c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

3.7.2 **Terminal Equipment**

3.7.2.1 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems. Such terminal equipment shall be furnished and maintained at the expense of the customer, except as otherwise provided in this terms & conditions document. The Customer is responsible for all costs at his premises, including Customer personnel, wiring, electrical power, and the like, incurred in the use of the Company's service.

3.7.2.2 When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth below and shall not interfere with service furnished to other Customers. Additional protective equipment, if needed, shall be employed at the Customer's expense.

3.7.2.3 When service(s) using voice grade facilities is terminated in Customer-provided terminal equipment, channel derivation devices, or communications systems, the Customer shall comply with the following minimum protective criteria:

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.7 **EQUIPMENT** (Cont'd)

3.7.2 **Terminal Equipment** (Cont'd)

3.7.2.3 (Cont'd)

.1 When the facilities furnished under this terms & conditions document are used in common with local telephone company services, it is necessary in order to prevent excessive noise and cross talk, that the power of the signal applied to the local lines be limited. A single valued limit for all application cannot be specified. Therefore, the power of the signal in the band over 300 hertz which may be applied by the Customer-provided equipment at the point of termination will be specified by the Company for each application, to be consistent with the signal power allowed on the telecommunications network as specified in FCC Part 68 Rules and Regulations.

.2 To protect the telecommunications services from interference at frequencies which are above the band of service provided, the carrier will specify the acceptable signal power in the following bands to be applied by the Customer provided equipment or communications system at the point of termination to insure that the input to facilities of the Company or other communications company that the Company connects with does not exceed the limits indicated.

a. The power in the band from 3,995 hertz to 4,000 hertz shall be at least 19 dB below the power of the signal as specified in Subsection .1 preceding.

b. The power in the band from 4,000 hertz to 10,000 hertz shall not exceed 24 dB below one milliwatt.

c. The power in the band from 10,000 hertz to 25,000 hertz shall not exceed 24 dB below one milliwatt.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.7 **EQUIPMENT** (Cont'd)

3.7.2 **Terminal Equipment** (Cont'd)

3.7.2.3 (Cont'd)

.2 (Cont'd)

d. The power in the band from 25,000 hertz to 40,000 hertz shall not exceed 36 dB below one milliwatt.

e. The power in the band above 40,000 hertz shall not exceed 50 dB below one milliwatt.

.3 Where there is connection via Customer-provided terminal equipment or communications systems to a Message Telecommunications Service to prevent the interruption or disconnection of calls or interference with network control signaling, it is necessary that the equipment to the interface at no time has energy solely in the 2450 to 2740 hertz band. If signal power is in the 2450 to 2750 hertz band, it must not exceed the power present at the same time in the 800 to 2450 hertz band.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.7 **EQUIPMENT** (Cont'd)

3.7.2 **Terminal Equipment** (Cont'd)

3.7.2.3 (Cont'd)

.4 Where such Customer-provided equipment or communications system applies, signals having components in the frequency spectrum below 300 hertz, excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the limits indicated in a. through d. following:

a. The maximum rms (root-mean-square) value, including dc and ac components of the current per conductor shall not exceed 0.35 ampere.

b. The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.

c. The conductor voltage shall be such that the conductor-to-ground voltage limit in .2 preceding is not exceeded. If the signal source is not grounded, the voltage limit in .2 preceding applies to the conductor-to-conductor voltage.

d. The total weighted rms voltage within the band from 50 hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products times the square of the rms voltage of the individual frequency components. The weighting factors are indicated.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.7 **EQUIPMENT** (Cont'd)

3.7.2 **Terminal Equipment** (Cont'd)

3.7.2.3 (Cont'd)

.4 (Cont'd)

<u>For Frequencies Between</u>	<u>Weighting Factor</u>
50 Hertz and 100 Hertz	$f^2/10^4$
100 Hertz and 300 Hertz	$f^{3.3}/10^{6.6}$

Where f is the numerical value of the frequency, in hertz, of the frequency component being weighted.

3.7.2.4 If the Customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require repair, maintenance or the use of protective equipment at the Customer's expense. If such repair, maintenance or use of protective equipment fails to produce satisfactory results, the Company may, upon written notice, terminate the customer's service immediately.

3.7.2.5 The Customer shall also comply with the minimum protective criteria generally accepted in the telephone industry including Part 68 of the FCC Rules and Regulations, and other appropriate criteria as may be prescribed by the Company. The Customer shall ensure that his terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the Customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other Customers.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.8 **CANCELLATION OF SERVICE**

3.8.1 For any of the following reasons, the Company may discontinue service upon at least 10 days' notice or cancel an application for all services without incurring any liability. Separate accounts for the same Customer are also subject to this provision.

3.8.1.1 In the event that a Customer's bill remains unpaid after more than thirty days following rendition of the bill.

3.8.1.2 In the event of a violation of any regulation governing the service under this terms & conditions document, when necessitated by conditions beyond the Company's control, a violation of any law, rule, or regulation of any government authority having jurisdiction over the service.

3.8.1.3 Where the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

3.8.2 The Company, by written notice to the Customer, may, without incurring any liability, cancel or suspend the provision of service or equipment for non-payment of any sum due to the Company from the Customer, whether pursuant to service offered under this terms & conditions document or otherwise, or as a result of actions of a government agency which forces discontinuance of the provision of service or equipment, or for violation or threatened violation of any of the terms or conditions of this terms & conditions document by the Customer or authorized user, or if the Customer becomes insolvent or bankrupt, or makes a general assignment for the benefit of creditors or as otherwise permitted by this terms & conditions document. Cancellation will be effective on the date specified on the notice.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.8 **CANCELLATION OF SERVICE** (Cont'd)

3.8.3 Service may be canceled by the Customer only on not less than 30 days written notice to the Company. In the event the Company is unable to disconnect the Customer's access line by the requested cancellation date, the customer will be responsible for any usage over the line.

3.8.4 The discontinuance of service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owed for service(s) furnished up to the time of discontinuance.

3.8.5 The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

3.8.6 Except as otherwise provided in this terms & conditions document or as specified in writing by the party entitled to receive service, notices may be given orally or in writing to the person(s) whose name(s) and business address(es) appear on the executed service order.

3.8.7 Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.

3.8.8 The Customer shall pay a cancellation charge for services that require special facilities dedicated to its use when the Customer cancels the order before service begins or prior to the expiration of the service term or if service is canceled for nonpayment or failure to make a requested deposit. The charge will be equal to the non-recoverable portion of expenditures or liabilities incurred expressly for the Customer and the sum of the monthly recurring or minimum usage amount remaining through the end of the term. The Customer is liable for any charges assessed by the interconnecting telephone company providing the dedicated local access line.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.9 **DETERMINATION AND RENDERING OF CHARGES**

3.9.1 For the purpose of billing, service will be deemed to be started on the day the service and its associated equipment, if any, is installed. Where billing is based upon Customer usage, Customers will be billed for all usage commencing on the date usage begins.

3.9.2 Subject to the Company's right to cancel or suspend services as otherwise provided in this terms & conditions document, the minimum service period is 30 days. Termination by Customer is effective 30 days after receipt by the company of a written notice of cancellation. Termination by the Company is effective 30 days after delivery of written notice or as otherwise set forth in this terms & conditions document or other agreement between the Customer and the Company.

3.9.3 In situations where a Special Service is requested, the minimum service period and charges will be determined on a case-by-case basis.

3.9.4 All monthly recurring charges are billed one month in advance. Initial and final month's billing, when the service period is less than a month, will be prorated at 1/30th of the month's recurring charge for each day the service was rendered or equipment was provided.

3.9.5 Usage charges are billed monthly for the preceding billing period. For periods less than the monthly billing period, minimum usage charges are prorated at 1/30th of the monthly minimum amount for each day the service was rendered.

3.9.6 The duration of a call is rated in intervals of the billing increments described for each service provided in this terms & conditions document. If the final interval of a call is less than the applicable billing increment, it will be rounded up to a full increment for purposes of billing.

3.9.7 Computed usage charges or credits for each call are rounded to the nearest cent when possible.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.9 **DETERMINATION AND RENDERING OF CHARGES** (Cont'd)

3.9.8 The applicable usage rates for the billing of a distance sensitive call will depend on the distance in airline mileage between the originating and terminating points of the call. For the purpose of determining the airline mileage of a call, the Company will utilize the vertical ("V") and horizontal ("H") coordinates of the rate centers of the originating and terminating points of the call. For purposes of billing, the Company references "V" and "H" coordinates provided by Bell Communications Research. For calls originated by dialing a local exchange number or a 950-type number using an authorization code, the originating point will be the rate center in which the switched access facilities are located. For calls originated via equal access connections, WATS access lines or dedicated access lines, the originating point will be the rate center in which the Customer is located. The terminating point will be determined by the rate center of the called number.

The formula to determine airline miles is as follows:

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

3.9.9 Rate periods apply, unless noted otherwise, as indicated below and are based on the time in which a call is established. In cases where a call begins in one rate period and continues into another, the rate in effect in each period will apply to the portion of the call occurring within the applicable rate period.

Day rates apply from 7:00 a.m. to 6:59 p.m. Monday through Friday

Evening rates apply from 7:00 p.m. to 6:59 a.m. Monday through Friday

Weekend rates apply from Saturday at 7:00 a.m. to 6:59 a.m. Monday

and on holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.10 **TIMING OF CALLS**

3.10.1 Billable time for service is the duration of time between the called station answering and the called or calling station disconnecting, provided duration may be rounded in accordance with specific descriptions in this terms & conditions document.

3.11 **SPECIAL SERVICES**

For the purpose of this terms & conditions document, a Special Service is deemed to be any service requested by the Customer for which there is no prescribed rate in this terms & conditions document. Special Services charges will be developed on an individual case basis and filed in this terms & conditions document.

3.11.1 Special Service charges will be based on the estimated cost of furnishing such services including the cost of operating and maintaining such a service, the cost of equipment and materials used in providing such a service, the cost of installation including engineering, labor supervision, transportation, and the cost of any other specific item associated with the particular Special Service request.

3.11.1.1 If at the request of the Customer, the Company obtains facilities not normally used to provide service to its customer, the cost incurred will be billed as a Special Service.

3.11.1.2 If at the request of the Customer, the Company provides technical assistance not normally required to provided service, the costs involved will be billed as a Special Service.

3.11.1.3 Where special signaling, conditioning, equipment, or other features are required to make Customer-provided equipment compatible with the Company service, the cost of providing these features will be billed as a Special Service.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.12 **FRACTIONAL CHARGES**

3.12.1 Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days figure by thirty days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

3.12.2 For each call the minimum charge shall be the applicable charge for the initial billing increment of use with use in excess of the initial billing increment during a call charged at the applicable rate per minute with the fractional billing increments, if any, of each call rounded up to the next highest whole billing increment.

3.12.3 All per call charges of fractional cents shall be rounded to the next full cent unless otherwise stated in the specific product description (Section 4).

4. SERVICE DESCRIPTIONS

4.1 MESSAGE TELECOMMUNICATIONS SERVICE

4.1.1 MTS - This service arrangement allows a Customer to originate interstate calls in areas with Equal Access capabilities served by the Company by presubscribing to the Service. Offshore MTS includes calling from U.S. Mainland to Alaska, Canada, Guam, Midway Islands, N. Marianna Islands, Puerto Rico and U.S. Virgin Islands.

The applicable usage rate depends upon the distance between originating and terminating points and the rate period(s) in which the call occurs. Calls are billed in six (6) second increments after an initial minimum billable period of (30) thirty seconds. Discounts from the Company's basic rate schedule if available through various calling plans are set forth in Section 4.5 herein.

4.1.2 Product Types

4.1.2.1 Basic MTS

.1 Service via equal access facilities is available to Customers served by any LEC equal access office served by the Company.

.2 Company provided services are available for calls originating in the following cities:

Hamel
Worden
Prairietown
Staunton
Livingston

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

4.1 MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

4.1.2 Product Types (Cont'd)

4.1.2.1 Basic MTS (Cont'd)

.3 Usage Charges

a. Per Minute Rates - Refer to the Section 6 Service Charges.

b. Rate Periods - Refer to the Determination and Rendering of Charges in Section 3.9 for the Company's standard rate period.

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

4.2 CALLING CARD

4.2.1 Description - This service arrangement allows Customers to originate calls from any domestic location through use of a Company Calling Card via the Company's toll free calling card platform access number. Calls made with this service can be terminated to any domestic point. However, international calling is not available with the Calling Card Service.

Applicable usage rates are outlined in Section 6.3.1. Calls are billed in one minute increments and are subject to a surcharge. Calls made with this service can only be placed from touch-tone telephones. All usage rates are time-of-day sensitive. Company Calling Card charges may be available for volume discount calling plans (if available, see details of optional calling plan).

4. SERVICE DESCRIPTIONS (Cont'd)

4.3 OPERATOR SERVICES

4.3.1 Description - Operator Services will be offered to the Company's subscribers served from equal access offices, and to users accessing the company's services through Customer provided stations. Charges for Operator Services may be billed to a customer's Local Exchange Company (LEC) calling card account, or to the calling station, called station or a designated third party station. Charges may not be billed to public payphones or customer-provided stations, or to stations outside the United States.

Operator Service rates will apply to the following types of calls.

(1) Customer Dialed Calling Card Station - Calls completed without the assistance of a Company operator when the charges are billed to the LEC calling card account entered by the calling party.

(2) Operator Station - Calls completed with the assistance of a Company operator on a station-to-station basis. Charges may be billed to the customer's LEC calling card account, or to the calling station, called station or a designated third party station.

(3) Person-to-Person - Calls completed with the assistance of a Company operator to a particular person, station, department or PBX extension specified by the calling party. Charges may be billed to the customer's credit card or LEC calling card account, or to the calling station, called station or a designated third station.

4.3.2 Usage Charges - The charges for Operator Services will be the usage rates appearing in the Section 6.3.2 plus a per call charge dependent upon the type of operator service provided. In addition, an Operator Dialed Surcharge will apply on a per call basis when the Customer has the capability of dialing all the digits necessary to complete the call, but elects to dial only the operator code and requests the operator to dial the called station.

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

4.4 Inbound Services

4.4.1 The Company 800 Service is an inbound service originating on feature group facilities provided by the Local Exchange Carrier (LEC) and terminating on a regular business line or a Special Access Line (SAL). This service enables the Customer to receive 800 service calls at their residence or place of business.

4.4.2 The Company reserves the right to require an applicant for the Company 800 Service to supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. The Company may also require that a new traffic forecast be submitted by the Customer quarterly after service is initiated.

4.4.3 The Company's 800 Service is furnished upon condition that the Customer contracts for adequate facilities to permit the use of this service without injurious effect upon it or any service rendered by the Company. The Company may terminate or refuse to furnish 800 Service to any applicant, without incurring any liability and without notice to the Customer, if the use of the service would interfere with or impair any service rendered by the Company.

4.4.4 The Customer must obtain an adequate number of access lines for the Company 800 Services to handle the Customer's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company considering: (1) total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period. The Company, without incurring any liability and without notice to the Customer, may disconnect or refuse to furnish the Company 800 Service to any Customer that fails to comply with these conditions.

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

4.4 Inbound Services (Cont'd)

4.4.5 Use of numbers; Each 800 Service telephone number must be placed in actual and substantial use by the Customer. "Substantial use" shall mean a pattern of use that demonstrates an intent on the Customer's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the Customer, as indicated, for example, by at least 30 average monthly minutes of use or more. Any 800 telephone number associated with the Company 800 Service that has not been placed in actual and substantial use during the first sixty (60) day period after service activation may be redesigned as a spare number in the Company 800 database by the Company upon written notice to the Customer.

4.4.6 If the Customer requests assignment of a specific 800 Service telephone number, the Company may require the Customer to submit a number reservation agreement form to the Company. At no time may a Customer have more than ten (10) numbers reserved. Any reservation shall be for no more than sixty (60) days and shall be subject to a reservation fee which will be credited to Customer's unpaid balance after the Company 800 Service has been in actual and substantial use for a consecutive sixty (60) day period.

4.4.7 Nothing in this Section, or in any other provision of this terms & conditions document, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective Customers who have reserved 800 telephone number hereunder or Customers who subscribe to and use the Company 800 Service or their transferee or assigns, any ownership interest or proprietary right in any particular 800 number; however, upon placing a number actually and substantially in use, as defined above, the Company 800 Service Customers do have a controlling interest in the 800 number(s). The Company's 800 Service Customer may retain the use of their 800 number assignments, even following changes in their 800 carrier and/or Resp. Org.

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

4.4 Inbound Services (Cont'd)

4.4.8 If a Customer places an order for the Company to carry Customer's already existing 800 number service, the Customer shall provide to the Company the contact names, telephone number and address of the Customer's Responsible Organization (Resp. Org.). Upon subscription to the Company 800 Service, the Customer may execute a Letter of Authorization to transfer Resp. Org. responsibility of its 800 number(s) to the Company Resp. Org. in writing within 48 hours of the change. The Customer is responsible for all outstanding indebtedness for services provided by a previous Resp. Org. or 800 service carrier. The Company assumes no responsibility or liability with respect to any obligations of Customer to such previous service providers existing at the time of transfer to the Company.

4.4.9 The Company's Resp. Org. functions include 1) search for and reservation of 800 numbers in the SMS/800; 2) creating and maintaining the 800 number Customer record in the SMS/800; and 3) provision of a single point of contact for trouble reporting.

4.4.10 In the event that a Customer cancels its Company Resp. Org. or 800 Service, the customer shall be responsible for all outstanding indebtedness to the Company and any outstanding charges applicable to any service obtained by or on behalf of the Customer by the Company.

4.4.11 It is the Customer's responsibility to provide answer supervision back to the Company point of connection even when the Company 800 Service is connected to switching equipment or a Customer-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon delivery of the call to the Customer's switching equipment or communications system and ends upon termination of the call.

4.4.12 800 Feature Charges - Feature Charges are determined by the specific feature requested by an 800 Customer. These charges are in addition to 800 usage charges and are not subject to discounting unless specifically indicated in Section 6, Service Charges (6.4.2).

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

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

4.4 Inbound Services (Cont'd)

4.4.13 Special 800 Services - Residential

4.4.13.1 Homebound 800 Service

.1 Description - Homebound 800 is an inbound service available to the Company residential customers only. This service enables the Customer to receive 800 service calls at their residence. The residential Customer will be assigned an 800 telephone number to receive calls that are paid for by the Customer rather than the calling party.

.2 Usage Charges - Usage Charges in Section 6.4.3 following, are determined by the time of day, rate periods and minutes of use within each rate period.

a. Rate Periods:

PEAK

All calls that occur between 8 A.M. and 7:59 P.M. Monday through Friday.

OFF PEAK

All calls that occur between 8 P.M. and 7:59 A.M. Monday through Thursday, and all calls between 8 P.M. Friday and 7:59 A.M. Monday.

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

4.5 **OTHER SERVICE ARRANGEMENTS**

4.5.1 **REAL SAVINGS**

4.5.1.1 **Description** - Customers Real Savings is defined as a Customer's billed usage and service charges for a monthly billing period for the combined total of domestic and international Dial Station calls, Inbound 800 Plan Services (Section 6.4), domestic and international Company Calling Card Calls (which are billed to the Customer's Main Billed Account), domestic and international Operator Handled Calls, (which are billed to the Customer's Main Billed Account). Eligible Customer Usage is defined as Real Savings including any interstate calling. The discount set forth in Section 6.5.1.1 will be applied to the Eligible Customer Usage during each monthly billing period in which the Real Savings is within the specified range.

4.5.1.2 Usage from conference calls, 900 Services, calls to Directory Assistance, calls billed to a Local Exchange Company calling card, Company Card Calls which are not billed to the Customer's Main Billed Account, mobile, marine, or cellular services, Company Domestic Optional Calling Plans, any of the Customer Network Services, and any of the Company Commercial Affiliation Programs do not qualify for either Real Savings or Eligible Customer Usage. In addition, monthly recurring charges, nonrecurring charges and taxes are also excluded.

4.5.1.3 To receive the Discount offered, Customers must subscribe by completing and returning an enrollment form provided by the Company, by calling an 800 number designated or by enrolling during a marketing contact by the Company. In addition, Customers must be presubscribed to the Company as their primary interexchange carrier, for both interLATA and intraLATA traffic.

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

4.5 **OTHER SERVICE ARRANGEMENTS** (Cont'd)

4.5.2 **Ultra**

4.5.2.1 **Description** - Ultra calling service is an optional usage sensitive domestic interLATA, and intraLATA Message Toll Telephone Service offering. For billing purposes, call time is (30) thirty seconds for the initial period and (6) six seconds for each additional period.

This service is available to customers PIC'd to the Company for both intraLATA and interLATA long distance.

This service is a simple single flat rate per minute regardless of time of day or jurisdiction in which the call is placed. Volume discounts do not apply.

4.5.2.2 **Usage Charges**

Refer to Section 6, Service Charges (6.5.4.1).

4.5.3 **Super Saver**

4.5.3.1 **Description** – Super Saver calling service is an optional usage sensitive domestic interLATA, and intraLATA Message Toll Telephone Service offering. For billing purposes, call time is (30) thirty seconds for the initial period and (6) six seconds for each additional period.

This service is available to customers PIC'd to the Company for both intraLATA and interLATA long distance.

Volume, time of day, and holiday discounts do not apply.

4.5.3.2 **Usage Charges**

Refer to Section 6, Service Charges (6.5.5.1).

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

4.5 **OTHER SERVICE ARRANGEMENTS** (Cont'd)

4.5.4 **Dial Around and Call Completion**

4.5.4.1 **Description** - Dial Around is an outbound long distance service billed on a usage sensitive basis by dialing 101XXXX. Call Completion allows a customer to have the directory assistance service complete a call to the requested number, once the directory listing has been given to the customer. For billing purposes, these services will be billed in whole minute increments for both the initial minute and subsequent minutes.

Volume, time of day, and holiday discounts do not apply.

4.5.8.2 **Usage Charges**

Refer to Section 6, Service Charges (6.5.7.1).

4.5.6 **Block of Time Calling Plan**

4.5.6.1 **Description** – Block of time calling service is an optional usage sensitive domestic interLATA, and intraLATA Message Toll Telephone Service offering. For billing purposes, calls are rated in whole minute increments.

This service is available to customers PIC'd to the Company for both intraLATA and interLATA long distance. This service does not include calling card, operator handled or international calling.

Block of time calling service can be shared by a customer on more than one line, as long as the billing responsibility for additional line(s) is with the same customer of record as the initial line picked for this plan.

Volume, time of day, and holiday discounts do not apply.

4.5.6.2 **Usage Charges**

Refer to Section 6, Service Charges (6.5.6.1).

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

4.5 **OTHER SERVICE ARRANGEMENTS** (Cont'd)

4.5.8 **Unlimited Domestic Calling**

4.5.8.1 **Description** – Unlimited Domestic Calling is an optional domestic interLATA and intraLATA Message Toll Telephone Service offering within the continental United States. For billing purposes, a flat monthly rate will apply for qualifying calls. Calls are measured in whole minute increments. This service is available to customers PIC'd to the Company for both intraLATA and interLATA long distance. This service is also limited to voice-to-voice grade services.

Voice-to-data transmission is not permitted as part of this pricing package. The following calls are also not included in this service: Calling Card, Operator Handled, Directory Assisted, International, and calls outside the continental United States. These non-qualifying calls will be rated at the basic rates found in Sections 6.1.1.1, 6.1.2.1, and 6.6.1.1.

This service requires the activation and continuance of Madison Telephone Company's custom calling package Advantage Plus or Advantage Plus with Voice Mail.

This service can be shared by a customer on more than one line, as long as the billing responsibility for additional line(s) is with the same customer of record as the initial line picked for this plan.

Business customers must have a minimum of 2 lines picked to this plan in order to qualify for the unlimited domestic calling service. Only specific lines that qualify for this plan and that are selected to this plan will be given the unlimited plan treatment.

4.5.8.2 **Usage Charges**

Refer to Section 6, Service Charges (6.5.9.1).

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

4.6 **SUPPLEMENTAL SERVICES**

4.6.1 **Directory Assistance**

4.6.1.1 Long Distance Directory Assistance is available to Customers of Company's switched services. The charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Up to two requests may be made on each Directory Assistance call.

4.6.1.2 A credit allowance for a Directory Assistance call will be provided if the Customer experiences poor transmission quality, receives an incorrect telephone number, or inadvertently misdials the intended Directory Assistance number.

4.6.1.3 The applicability of usage volume discounts toward directory assistance charges is addressed within each individual service section.

4.6.1.4 **Usage Charges**

Refer to Section 6, Service Charges (6.6.1.1).

4.7 **PROMOTIONAL OFFERINGS**

4.7.1 Certain promotional offerings may be provided from time to time via this terms & conditions document. These promotional offerings may only apply to certain services, and may be limited to certain dates, times, and locations.

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

4.8 **BLOCKING SERVICES**

- 4.8.1.1 MNS Block –International – this service provides the customer with blocking for all calls dialed with the 011+International number dialing pattern. The monthly charge for this blocking service is detailed in Section 6.8.
- 4.8.1.2 MNS Block – Adult - this service provides the customer with blocking for all domestic adult entertainment lines. The monthly charge for this blocking service is detailed in Section 6.8.
- 4.8.1.3 MNS Block – International/Adult/0+ - this service provides the customer with blocking for 011+International number dialing pattern, blocking of NPA codes 809, 264, 268, 664, 767, 686 and 876; and provides blocking for 0+ operator assisted dialing pattern calls. The monthly charge for this blocking service is detailed in Section 6.8.

5. **RESERVED FOR FUTURE**

6. **SERVICE CHARGES**

6.1 **MESSAGE TELECOMMUNICATIONS SERVICE**

6.1.1 **Basic MTS**

6.1.1.1 **Usage Charges**

a. **Per Minute Rates**

	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
<u>Mileage</u>	<u>1st Minute</u>	<u>Add'l Minute</u>	<u>1st Minute</u>	<u>Add'l Minute</u>	<u>1st Minute</u>	<u>Add'l Minute</u>
0 - 10	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
11 - 22	0.20	0.20	0.20	0.20	0.20	0.20
23 - 55	0.20	0.20	0.20	0.20	0.20	0.20
56 - 124	0.20	0.20	0.20	0.20	0.20	0.20
125 - 292	0.20	0.20	0.20	0.20	0.20	0.20
293 - 430	0.20	0.20	0.20	0.20	0.20	0.20
431 - 925	0.20	0.20	0.20	0.20	0.20	0.20
926 - 1910	0.20	0.20	0.20	0.20	0.20	0.20
1911 - 3000	0.20	0.20	0.20	0.20	0.20	0.20

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

6.1.1.2 Basic MTS – Offshore – Alaska, Canada, Guam, Midway Islands, N. Marianna Islands, Puerto Rico and U.S. Virgin Islands

6.1.1.21 Usage Charges

a. Per Minute Rates

	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>1st</u> <u>Minute</u>	<u>Add'l</u> <u>Minute</u>	<u>1st</u> <u>Minute</u>	<u>Add'l</u> <u>Minute</u>	<u>1st</u> <u>Minute</u>	<u>Add'l</u> <u>Minute</u>
<u>Mileage</u> 0 - 3000	\$0.19	\$0.19	\$0.19	\$0.19	\$0.19	\$0.19

6.2 RESERVED FOR FUTURE USE

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

6.3 **CALLING CARD SERVICES**

6.3.1 Calling Card

a. Per Minute Rates

	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>1st Minute</u>	<u>Add'l Minute</u>	<u>1st Minute</u>	<u>Add'l Minute</u>	<u>1st Minute</u>	<u>Add'l Minute</u>
<u>Mileage</u>						
0 - 3000	\$.350	\$.350	\$.350	\$.350	\$.350	\$.350

6.3.2 **OPERATOR SERVICES**

a. Per Minute Rates

	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>1st Minute</u>	<u>Add'l Minute</u>	<u>1st Minute</u>	<u>Add'l Minute</u>	<u>1st Minute</u>	<u>Add'l Minute</u>
<u>Mileage</u>						
0 - 3000	\$.350	\$.350	\$.350	\$.350	\$.350	\$.350

b. Per Call Charges

Person-to-Person	\$ 4.50
Operator Station	\$ 2.15
Calling Card Station Customer Dialed	\$ 0.85
Operator Dialed Surcharge	\$ 2.15

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

6.4 **INBOUND SERVICES**

6.4.1 **Inbound Usage Charges.**

a.) usage charges to locations in mainland United States:

<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
\$0.04999	\$0.04999	\$0.04999

b) usage charges to locations in Alaska, Guam, Midway Islands, N. Marianna Islands, Puerto Rico, and the U.S. Virgin Islands:

<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
\$0.149	\$0.149	\$0.149

6.4.2 **800 Feature Charges** - Feature Charges are determined by the specific feature requested by a Company 800 Customer. These charges are in addition to 800 usage charges and are not subject to discounting unless specifically indicated.

<u>Feature</u>	<u>Set-up Charge</u>	<u>Monthly Recurring Charge</u>
800 Number Charge (per 800 number)	N/C	\$ 5.00
Reservation Charge (per 800 number) (max. 10 numbers per Customer)	\$ 35.00	N/C
Time of Day Routing (per 800 number)	\$100.00	\$ 50.00
Day of Week Routing (per 800 number)	\$100.00	\$ 50.00
Change 800 Destination Number (via service order)	\$ 15.00	N/C
Expedite 800 Service Order (per order)	\$100.00	N/C
Add/ Change Area of Service Screening	\$ 25.00	N/C
Add/Change Canadian 800 Origination	N/C	N/C
Add/Change Caribbean (Puerto Rico and U.S. Virgin Islands)	N/C	N/C
Nationwide 800 Directory Listing (per 800 number)	\$ 15.00	\$ 12.50
Expedite Directory Listing-Major	\$ 25.00	N/C
Expedite Directory Listing-Minor	\$ 20.00	N/C

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

6.4 Inbound Services (Cont'd)

6.4.3 Homebound 800 Service

6.4.3.1 Usage Charges

a. Rate Periods:

PEAK

All calls that occur between 7:00 A.M. and 6:59 P.M. Monday through Friday.

OFF PEAK

All calls that occur between 7:00 P.M. and 6:59 A.M. Monday through Thursday, and all calls between 7:00 P.M. Friday and 6:59 A.M. Monday.

b. Rate Schedule:

Per Minute of Use Charges

<u>Peak</u>	<u>Off-Peak</u>
\$0.04999	\$0.04999

c. Billing Increments - Usage is billed in thirty (30) second increments.

d. Monthly Recurring Charges - Monthly Service Fee: \$5.00

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

6.5 **OTHER SERVICE ARRANGEMENTS**

6.5.1 **REAL SAVINGS**

6.5.1.1 **Usage Charges**

The Company will provide a Discount in accordance with the following schedule to Basic Customers who enroll:

<u>Combined Monthly Usage</u>	<u>Discount Level for Eligible Customer Usage</u>
\$00.00 - 19.99	10%
20.00 - 49.99	20%
50.00- +	30%

Billing Increments - Usage is billed based on the following:

- 1) the first initial minute in thirty (30) second increments
- 2) additional minutes are billed in six (6) second increments.

6. **SERVICE DESCRIPTIONS** (Cont'd)

6.5 **OTHER SERVICE ARRANGEMENTS** (Cont'd)

6.5.4 **Ultra**

6.5.4.1 **Usage Charges**

MONTHLY RECURRING CHARGES: N/A

USAGE CHARGES- INTERLATA:

PER MINUTE RATES		
DAY	EVENING	WEEKEND
\$0.1600	\$0.1600	\$0.1600

USAGE CHARGES- INTRALATA:

PER MINUTE RATES		
DAY	EVENING	WEEKEND
\$0.1600	\$0.1600	\$0.1600

6. **SERVICE DESCRIPTIONS** (Cont'd)

6.5 **OTHER SERVICE ARRANGEMENTS** (Cont'd)

6.5.5 **Super Saver**

6.5.5.1 **Usage Charges**

MONTHLY RECURRING CHARGES: \$4.95

USAGE CHARGES- INTERLATA:

PER MINUTE RATES		
DAY	EVENING	WEEKEND
\$0.0750	\$0.0750	\$0.0750

USAGE CHARGES - INTRALATA

PER MINUTE RATES		
DAY	EVENING	WEEKEND
\$0.0750	\$0.07500	\$0.0750

6.5.6 **Block of Time Calling**

6.5.6.1 **Usage Charges**

USAGE CHARGES – Flat monthly usage charges based on the selected plan will apply. Monthly usage is determined based on the Company's billing cycle. Minutes in excess of the plan minutes will be billed in whole minute increments at the rate indicate below.

<u>Plan Volume</u>	<u>Monthly Fee</u>	<u>Overage Charge (per min.)</u>
200	\$ 9.95	\$0.10
300	\$19.95	\$0.10
500	\$25.95	\$0.10
3,000	\$149.95	\$0.10
4,500	\$199.95	\$0.10
6,000	\$249.95	\$0.10
7,500	\$299.95	\$0.10
10,000	\$349.95	\$0.05

6. **SERVICE DESCRIPTIONS** (Cont'd)

6.5 RESERVED FOR FUTURE USE

6. **SERVICE DESCRIPTIONS** (Cont'd)

6.5 **OTHER SERVICE ARRANGEMENTS** (Cont'd)

6.5.7 **Dial Around**

6.5.7.1 **Usage Charges**

MONTHLY RECURRING CHARGES: N/A

USAGE CHARGES – INTERLATA AND INTRALATA:

a.) usage charges to locations in mainland United States.

PER MINUTE RATES		
DAY	EVENING	WEEKEND
\$0.2500	\$0.2500	\$0.2500

b.) usage charges to locations in Alaska, Hawaii, Puerto Rico, and the US Virgin Islands.

PER MINUTE RATES		
DAY	EVENING	WEEKEND
\$0.2800	\$0.2800	\$0.2800

6. **SERVICES DESCRIPTIONS** (Cont'd)

6.5 **OTHER SERVICE ARRANGEMENTS** (Cont'd)

6.5.9 **Unlimited Domestic Calling**

6.5.9.1 **Usage Charges**

USAGE CHARGES – Flat monthly usage charges will apply. Monthly usage is determined based on the Company's billing cycle. See Section 4.5.8 for other terms and conditions.

Domestic Voice to Voice MTS	\$24.95
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6. **SERVICE DESCRIPTIONS** (Cont'd)

6.6 **SUPPLEMENTAL SERVICES**

6.6.1 **Directory Assistance**

6.6.1.1 **Usage Charges**

Per call charges for Directory Assistance will be \$.95 per call.

6.6.2 **Federal Universal Service Charge**

The Federal Universal Service Charge (FUSC) recovers the Company's contribution to various federal universal service funds. The Company will apply the FUSC through the charge on your state-to-state and international long distance charges as well as any service charges, to end users that purchase service(s) and through a monthly surcharge applied to the total billed charges for interstate special access services ordered by end users, as described below. The charge will coincide with the quarterly rate established by the Federal Universal Service Fund Administration (USAC).

6.7 **RESERVED FOR FUTURE USE**

6.8 **BLOCKING SERVICES**

6.8.1 **MNS Block – International** – The monthly recurring charge for this service is \$1.50.

6.8.2 **MNS Block – Adult** – The monthly recurring charge for this service is \$1.50.

6.8.3 **MNS Block – International/Adult/0+** - The monthly recurring charge for this service is \$2.50.

7. Application of Terms & Conditions

This terms & conditions document contains the regulations and rates applicable to the provision of International Message Telecommunications Service by MADISON NETWORK SYSTEMS, INC. hereafter referred to as the "Company", from its points of presence in the State of Illinois on the one hand, to international points, as specified herein, on the other hand. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

8. Definitions

Certain terms used generally throughout this terms & conditions document, particularly those for specialized common carrier communications channels furnished by the Company over its facilities are defined below:

Central Office

A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel

The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Customer

The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity, that is responsible for payment of charges and for compliance with this terms & conditions document.

Customer - Provided Facilities

The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or authorized user other than those provided by the Company

Exchange

The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given Local Access and Transport Area.

8. Definitions (cont'd)

International Message Telecommunications Service

The term "International Message Telecommunications Service" denotes the furnishing of station-to-station direct dial 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 Points of Presence to points in other countries as specified herein.

Local Exchange Carrier (LEC)

The term "Local Exchange Carrier" denotes any telephone company that has been granted a certificate of Public Convenience and Necessity by a State Commission which provides local telephone service to Customers within a defined exchange.

Other Common Carrier

The term "Other Common Carrier" denotes a common carrier, other than The Company, providing domestic or international communications service to the public.

Points of Presence

The term "Points of Presence" denotes the sites where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the network.

Premises

The term "Premises" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

9. General Regulations

9.1 Service Description

International Message Telecommunications Service is offered to residential and business Customers of the Company to provide direct dialed termination of international station-to-station calls placed from origination points in Illinois, 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. See Sections 7 through 11. This service is a usage sensitive switched service allowing voice grade or low speed dial-up data transmission.

9.2 Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services concurrently with its own facilities for the provision of services offered herein.

9.3 Undertaking of the Company

- (a) The Company undertakes to provide switched International Message Telecommunications Service in accordance with the terms and conditions set forth in this terms & conditions document.
- (b) The Company shall provide International Message Telecommunications Service as an integral part of The Company' Domestic service offerings which are untariffed.

9.4 Use of Service

Customers are prohibited from and by their acceptance of service agree not to use the services furnished by the Company for any unlawful purpose or for any purpose prohibited under the provisions of any regulatory order.

9. General Regulations (cont'd)

9.5 Liability of the Company

- (a) In case of the Company's willful misconduct, the Company's liability, if any, is not limited by this terms & conditions document. The liability of The Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this terms & conditions document, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects in transmission occurring after service activation and during the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- (b) The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities which are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the services provided to Customer, the Company's liability shall be limited according to the provisions of Section 9.5(a) above.
- (c) Under no circumstances whatever shall the Company or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages.
- (d) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, regulation, directive, order or request of the United States Government, or any other government including state and local governments having any jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or

9. General Regulations (cont'd)

9.5 Liability of the Company (cont'd)

9.5 (d) (cont'd)

regulations established or actions taken by any court or government agency having jurisdiction over the Company.

- (e) The Company is not liable for any damage to Customer's premises or equipment arising out of the connection of any of Company equipment associated wiring on such premises, or from the installation or removal thereof except to the extent that such damage results from the Company's negligence or willful misconduct. Customer will indemnify and save and hold the Company harmless from any claims of the owner of Customer's premises or equipment, or other third party claims for such damages.
- (f) The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities.

9.6 Assignment

- (a) Customer shall not assign or transfer the use of the Company's services except that, where there is no interruption or relocation of use, such assignment or transfer may be made to an assignee Customer, whether an individual, partnership, association or corporation, if the Company consents in writing to such assignment and provided that:
 - 1. Customer of record (assignor Customer) requests such assignment or transfer in writing in accordance with paragraph (c) below: and
 - 2. The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's services. These obligations include all outstanding indebtedness for the use of the Company's service.

Consent to such assignment or transfer will not be unreasonably withheld.

9. General Regulations (cont'd)

9.6 Assignment (cont'd)

- (b) Any permitted assignment or transfer of the Company's service shall not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.
- (c) Customer shall provide written notice to the Company at least forty-five (45) days prior to the effective date of any requested assignment or transfer. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification. All terms and provisions contained in this terms & conditions document shall apply to any assignee or transferee.

9.7 Allowance for Interruption of Service

If, for any reason, the service is interrupted, the Customer will only be charged for the service that was actually used.

9.8 Access to International Message Telecommunications Service

- (a) International Message Telecommunications Service is available to any Customer subscribing to any of the Company's Interstate Telecommunications service offerings in any city of Illinois in which the Company's Interstate Telecommunications Services are offered
 - (1) Where a Customer subscribes to a direct connection between a Customer's telephone system and the Company's Point of Presence, the Customer may use the Company's International Message Telecommunications Services by dialing 1 + the County Code + the National Number (telephone number).

10. Payment and Credit Regulations

10.1 Payment of Charges

- (a) Customer shall pay for all charges invoiced for usage of the Company's service hereunder. All bills are due by the 15th day after bill date and are payable at the address indicated on the Company's invoice.
- (b) Once service is activated, Customer is liable for the payment of all usage charges for services to be provided by the Company to Customer.
- (c) Charges associated with usage shall be billed in arrears.
- (d) Any applicable federal, state and local use, excise, sales or privilege taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's services hereunder to Customer, shall be charged to and payable by Customer in addition to the rates indicated in the terms & conditions document for International Message Telecommunications Service.
- (e) In the event the Company must employ the services of attorneys for collection of charges due under this terms & conditions document and any separate contract for Special Services, Customer shall be liable for all costs of collection including a reasonable attorney's fee.
- (f) It is the intention of the Company to conform strictly to applicable laws.
- (g) In cases involving toll fraud, the Company may backbill for one and one-half (1 1/2) years from the point when such fraud was detected and/or quantified.

10. Payment and Credit Regulations (cont'd)

10.2 Security for Payment

(a) Authorization to Obtain Credit Information

The Company reserves the right to require all Customers to establish credit worthiness to the reasonable satisfaction of the Company. Upon application for service, Customer shall be deemed to have authorized the Company to obtain such routine credit information and verification as the Company shall require in accordance with its then existing credit policies.

(b) Deposit

Prior to service activation or any permitted assignment, the Company reserves the right to require any Customer whose credit worthiness has not been established to the reasonable satisfaction of the Company to make a deposit to guarantee payment of charged. After service activation, if Customer's recurring charges are usage sensitive and Customer's actual monthly usage exceeds Customer's estimated monthly usage by more than 25% a deposit or additional deposit may be required.

(i) The total amount of any security deposit, if required by the Company, shall be a maximum of the Customer's estimated charges for two (2) months' service. Deposits may be applied against any bill(s) owned by Customer to the Company for service rendered hereunder and the company's untariffed domestic service and installation of service, to the extent that such bill(s) are unpaid more than thirty (30) days after the bill date.

(ii) After the initial thirty (30) days, a deposit will accrue interest at the rate not to exceed eight (8) percent per annum.

(iii) A deposit will be returned by the Company under the following circumstances:

When an application for service has been canceled prior to service activation, the deposit will be applied to any existing charges incurred in accordance with the provisions of this terms & conditions document. The Company agrees to refund the excess portion of the deposit, if any, within thirty (30) days following settlement of Customer's account.

10. Payment and Credit Regulations (cont'd)

10.2 Security for Payment (cont'd)

(b) Deposit (con't)

Upon the discontinuance of service, the Company will refund Customer's deposit to the extent that it exceeds any unpaid charges for installation and service to Customer.

- (iv) The unused portion of a deposit and accrued interest will be refunded if Customer has demonstrated its credit worthiness by paying each and every bill rendered by The Company for service within the thirty (30) day period for each of the six (6) months following the tender of such deposit.
- (v) The refunding or crediting of Customer's deposit and accrued interest in no way relieves Customer from complying with all terms and provisions contained in the Company's terms & conditions document or from tendering payments when due.

10. Payment and Credit Regulations (cont'd)

10.3 Denial of Access to International Message Telecommunications Service by the Company

The Company expressly retains the right to immediately deny the access to service without incurring any liability for any of the following reasons:

- (a) Nonpayment of any sum due for service provided hereunder, where Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to Customer's last known address; or
- (b) Customer's acts or omissions which constitute a violation of, or a failure to comply with, any regulation stated in this terms & conditions document governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual or threatened interference to The Company operations or its furnishing of services. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to service; or
- (c) The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- (d) Where Customer has failed or neglected to tender any additional or required security deposit within ten (10) days of demand by the Company.

10. Payment and Credit Regulations (cont'd)

10.4 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event Customer's service is disconnected by the Company for any of the reasons stated in Section 10.3, Customer shall be liable for all unpaid charges due and owing to the Company associated with the service. Customer's deposit and accrued interest shall be applied to all cancellation charges applicable to the service offering received by Customer.

10.5 Reinstitution of Service

If Customer seeks reinstatement of service following denial of service by the Company, Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, and (2) a deposit per section 4, subparagraph 10.2(b)(1) in order to reinstate service.

10.6 Discontinuation of Service

The Customer's service shall automatically discontinue upon discontinuation of the Customer's subscription to the Company's Interstate Telecommunications Service.

10. Payment and Credit Regulations (cont'd)

10.7 Billing Disputes

In the event Customer disputes any charges billed by the Company, Customer may withhold from payment to the Company the disputed portion of any billing pending resolution of the dispute, provided Customer submits to the Company an itemized statement in writing which identifies the disputed charges and reasonably explains the basis of the dispute. Customer's explanation must be received by the Company within ten (10) days of the bill date of the disputed bill. The Company shall resolve the dispute, within thirty (30) days of receipt of determination of whether any billing adjustment should be made into Customer's account. In making such determination the Company will consider all relevant and credible information provided by Customer as well as any other information reasonably available to the Company. The burden of proof to establish any right to billing adjustments in Customer's favor shall be solely upon Customer.

In the event Customer does not agree with the initial determination by the Company relating to amounts in dispute and adjustments, if any, which the Company may agree to make, Customer shall so advise the Company and within ten (10) days following the Company's initial determination shall submit to the Company any additional information which Customer deems pertinent or relevant to the dispute. Within twenty (20) days of the Company's receipt of additional information, the Company shall make its final determination based upon all documentation or information available to the Company. In the event the Company lacks credible evidence to substantiate Customer's position after a reasonable review of and consideration of such information available, the Company shall notify Customer and, if the Company determines that all or any portion of such disputed amount is still owed, Customer shall be required to tender payment of such amount within ten (10) days thereafter. If Customer withholds the disputed amount thereafter, or within the time required, fails to provide supporting information in writing which sets out a legitimate basis under this terms & conditions document for disputing any charges, Customer's account shall be deemed to be past due and unpaid. In such event, the Company shall be entitled to deny Customer's service immediately and/or require an additional deposit.

10. Payment and Credit Regulations (cont'd)

10.7 Billing Disputes (cont'd)

If the billing dispute is resolved in favor of the Company, any payments withheld pending resolution of the dispute shall be subject to a late payment fee of 1.5 percent per month for the period during which such charges remain unpaid.

10.8 Right to Backbill for Improper Use of the Company's Services

Any person or entity which uses, appropriates or secures the use of services from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which use, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this terms & conditions document or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's services actually made by Customer.

10.9 Bank Charges

In the event that a check or draft tendered by a Customer is returned, a fee based on the policy of the local exchange telephone company which serves the customer will apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is a bank error, in which case documentary evidence is required to waive the fee.

10.10 Late Payment Charge

Customers billed by local exchange telephone companies on behalf of the Carrier are responsible for any late payment charges that the local exchange telephone companies may employ in their billing process.

11. Rates for International Message Telecommunications Service

11.1 Types of Offerings

International Message Telecommunications Service is available as additional service at the rates listed in 11.2, through subscription to any of the Interstate Telecommunications service offerings available from the Company. Each of the offerings may utilize the same rate schedules but have different rates and billing increments for each of the rate schedules.

(a) Determination of Duration

- (i) Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.
- (ii) Chargeable time ends when the connection is terminated.
- (iii) Chargeable time does not include the time lost because of faults or defects in the service.

(b) RESERVED

- (i) RESERVED

(c) Calculation of Billable Time for MTS Service

- (i) The initial whole minute or fraction thereof is subject to the per minute rate.
- (ii) The subsequent seconds are rounded in whole minute increments, with the remaining seconds, if any, rounded up to the next whole minute and billed at the per minute rate.

11. International Message Telecommunications Service

11.2 Rates for IMTS Service

<u>Country</u>	<u>NPA</u>	<u>Rate Per Minute</u>
Afghanistan		\$ 0.8705
Afghanistan - Mobile/Special Services		\$ 0.8705
Albania		\$ 0.3550
Albania - Mobile/Special Services		\$ 0.6375
Algeria		\$ 0.4930
Algeria - Mobile/Special Services		\$ 0.5445
American Samoa	684	\$ 0.3083
American Samoa - Mobile/Special Services	684	\$ 0.3083
Andorra		\$ 0.1870
Andorra - Mobile/Special Services		\$ 0.8578
Angola		\$ 0.5085
Angola - Mobile/Special Services		\$ 0.8215
Anguilla	264	\$ 0.5530
Anguilla - Mobile/Special Services	264	\$ 0.6655
Antarctica		\$ 4.2650
Antigua	268	\$ 0.4765
Antigua - Mobile/Special Services	268	\$ 0.4765
Argentina		\$ 0.1290
Argentina - Buenos Aires		\$ 0.0905
Argentina - Mobile/Special Services		\$ 0.5445
Armenia		\$ 0.3130
Armenia - Mobile/Special Services		\$ 0.6590
Armenia - Yerevan		\$ 0.2145
Aruba		\$ 0.4110
Aruba - Mobile/Special Services		\$ 0.7063
Ascension Island		\$ 2.1935
Australia		\$ 0.1135
Australia - Melbourne		\$ 0.1063
Australia - Mobile/Special Services		\$ 0.5043
Australia - Sydney		\$ 0.1075
Austria		\$ 0.1290
Austria - Mobile/Special Services		\$ 0.7585
Austria - Vienna		\$ 0.1150
Azerbaijan		\$ 0.4483
Azerbaijan - Mobile/Special Services		\$ 0.6083
Bahamas	242	\$ 0.2250
Bahamas - Mobile/Special Services	242	\$ 0.2298
Bahrain		\$ 0.4515
Bahrain - Mobile/Special Services		\$ 0.4550
Bangladesh		\$ 0.2350
Bangladesh - Chittagong		\$ 0.1570
Bangladesh - Dhaka		\$ 0.1570
Bangladesh - Mobile/Special Services		\$ 0.1910

11. International Message Telecommunications Service

11.2 Rates for IMTS Service

<u>Country</u>	<u>NPA</u>	<u>Rate Per Minute</u>
Bangladesh - Sylhet		\$ 0.1885
Barbados	246	\$ 0.4530
Barbados - Mobile/Special Services	246	\$ 0.7050
Belarus		\$ 0.7183
Belarus - Minsk		\$ 0.6630
Belarus - Mobile/Special Services		\$ 0.7555
Belgium		\$ 0.1205
Belgium - Brussels		\$ 0.1205
Belgium - Mobile/Special Services		\$ 0.3445
Belgium - Mobile/Special Services BASE		\$ 0.8310
Belgium - Mobile/Special Services MOBISTAR		\$ 0.7618
Belgium - Mobile/Special Services PROXIMUS		\$ 0.7175
Belize		\$ 0.5330
Belize - Mobile/Special Services		\$ 0.8138
Benin		\$ 0.3170
Benin - Mobile/Special Services		\$ 0.3270
Bermuda	441	\$ 0.2890
Bermuda - Mobile/Special Services	441	\$ 0.2890
Bhutan		\$ 0.5410
Bhutan - Mobile/Special Services		\$ 0.6925
Bolivia		\$ 0.3625
Bolivia - Cochabamba		\$ 0.2265
Bolivia - La Paz		\$ 0.2255
Bolivia - Mobile/Special Services		\$ 0.4010
Bolivia - Santa Cruz		\$ 0.2510
Bosnia & Herzegovina		\$ 0.5158
Bosnia & Herzegovina - Mobile/Special Services		\$ 0.8695
Botswana		\$ 0.3425
Botswana - Mobile/Special Services		\$ 0.7305
Brazil		\$ 0.1778
Brazil - Belo Horizonte		\$ 0.1410
Brazil - Mobile/Special Services		\$ 0.5895
Brazil - Mobile/Special Services		\$ 0.5895
Brazil - Rio de Janeiro		\$ 0.1250
Brazil - Sao Paulo		\$ 0.1183
British Virgin Islands	284	\$ 0.4725
British Virgin Islands - Mobile/Special Services	284	\$ 0.4725
Brunei		\$ 0.2270
Brunei - Mobile/Special Services		\$ 0.2270
Bulgaria		\$ 0.2410
Bulgaria - Mobile/Special Services		\$ 0.9125
Bulgaria - Sofia		\$ 0.1550
Burkina Faso		\$ 0.6603

11. International Message Telecommunications Service

11.2 Rates for IMTS Service

<u>Country</u>	<u>NPA</u>	<u>Rate Per Minute</u>
Burkina Faso - Mobile/Special Services		\$ 0.9538
Burundi		\$ 0.3365
Burundi - Mobile/Special Services		\$ 0.3390
Cambodia		\$ 0.5443
Cambodia - Mobile/Special Services		\$ 0.5443
Cameroon		\$ 0.5210
Cameroon - Douala		\$ 0.5210
Cameroon - Mobile/Special Services		\$ 0.5950
Cape Verde Islands		\$ 0.8490
Cape Verde Islands - Mobile/Special Services		\$ 0.8605
Cayman Islands	345	\$ 0.4245
Cayman Islands - Mobile/Special Services	345	\$ 0.6398
Central African Republic		\$ 0.4350
Central African Republic - Mobile/Special Services		\$ 0.4350
Chad		\$ 0.8130
Chad - Mobile/Special Services		\$ 0.8130
Chile		\$ 0.1285
Chile - Mobile/Special Services		\$ 0.5825
Chile - Santiago		\$ 0.1170
China		\$ 0.1038

11. International Message Telecommunications Service

11.2 Rates for IMTS Service

<u>Country</u>	<u>NPA</u>	<u>Rate Per Minute</u>
China - Beijing		\$ 0.1038
China - Guangzhou		\$ 0.1038
China - Fuzhou		\$ 0.1038
China - Mobile/Special Services		\$ 0.1038
China - Shanghai		\$ 0.1038
Christmas & Cocos Islands		\$ 0.3370
Colombia		\$ 0.2410
Colombia - Baranquilla		\$ 0.1570
Colombia - Bogota		\$ 0.1530
Colombia - Cali		\$ 0.1435
Colombia - Medellin		\$ 0.1990
Colombia - Mobile/Special Services		\$ 0.3890
Comoros		\$ 1.0663
Comoros - Mobile/Special Services		\$ 1.0663
Congo, Republic of		\$ 0.4705
Cook Islands		\$ 5.4650
Cook Islands - Special Services		\$ 5.4650
Costa Rica		\$ 0.2350
Costa Rica - Mobile/Special Services		\$ 0.2443
Croatia		\$ 0.2250
Croatia - Mobile/Special Services		\$ 0.6718
Cuba		\$ 3.2515
Cuba - Guantanamo Bay		\$ 3.3230
Cyprus		\$ 0.2078
Cyprus - Mobile/Special Services		\$ 0.2730
Czech Republic		\$ 0.1290
Czech Republic - Mobile Special/Services		\$ 0.5758
Czech Republic - Prague		\$ 0.1290
Denmark		\$ 0.1095
Denmark - Mobile/Special Services		\$ 0.7190
Diego Garcia		\$ 8.0650
Djibouti		\$ 1.2890
Djibouti - Mobile/Special Services		\$ 1.2890
Dominica	767	\$ 0.4345
Dominica - Mobile/Special Services	767	\$ 0.7490
Dominican Republic	809	\$ 0.2330
Dominican Republic	829	\$ 0.2330
Dominican Republic - Mobile/Special Services	809	\$ 0.4615
Dominican Republic - Mobile/Special Services	809	\$ 0.4615
Dominican Republic - Mobile/Special Services	829	\$ 0.4615
East Timor		\$ 5.2650
Ecuador		\$ 0.4203
Ecuador - Cuenca		\$ 0.3855

11. International Message Telecommunications Service

11.2 Rates for IMTS Service

<u>Country</u>	<u>NPA</u>	<u>Rate Per Minute</u>
Ecuador - Guayaquil		\$ 0.3963
Ecuador - Mobile/Special Services		\$ 0.6575
Ecuador - Mobile/Special Services - OTECEL		\$ 0.7058
Ecuador - Mobile/Special Services - PORTA		\$ 0.7410
Ecuador - Quito		\$ 0.4150
Egypt		\$ 0.5935
Egypt - Cairo		\$ 0.6005
Egypt - Mobile/Special Services		\$ 0.5590
El Salvador		\$ 0.3495
El Salvador - Mobile/Special Services		\$ 0.3975
Equatorial Guinea		\$ 0.7458
Equatorial Guinea - Mobile/Special Services		\$ 0.7458
Eritrea		\$ 0.9270
Estonia		\$ 0.1495
Estonia - Mobile/Special Services		\$ 0.9050
Ethiopia		\$ 0.8758
Ethiopia - Mobile/Special Services		\$ 1.0543
Faeroe Islands		\$ 1.0030
Falkland Islands (Islas Malvinas)		\$ 2.2250
Fiji Islands		\$ 0.8265
Fiji Islands - Mobile/Special Services		\$ 0.8790
Finland		\$ 0.1590
Finland - Mobile/Special Services		\$ 0.4843
France		\$ 0.1015
France - Mobile/Special Services		\$ 0.5110
France - Paris		\$ 0.1015
French Antilles & Martinique		\$ 0.2603
French Antilles & Martinique - Mobile/Special Services		\$ 1.1845
French Guiana		\$ 0.4010
French Guiana - Mobile/Special Services		\$ 0.6665
French Polynesia		\$ 0.7310
Gabon		\$ 0.2943
Gabon - Mobile/Special Services		\$ 0.2943
Gambia		\$ 0.5225
Gambia - Mobile/Special Services		\$ 0.5650
Georgia		\$ 0.2970
Georgia - Mobile/Special Services		\$ 0.5070
Germany		\$ 0.1030
Germany - Frankfurt		\$ 0.1010
Germany - Mobile/Special Services		\$ 0.3980
Ghana		\$ 0.3190
Ghana - Accra		\$ 0.3123
Ghana - Mobile/Special Services		\$ 0.5865

11. International Message Telecommunications Service

11.2 Rates for IMTS Service

<u>Country</u>	<u>NPA</u>	<u>Rate Per Minute</u>
Gibraltar		\$ 0.2010
Gibraltar- Mobile/Special Services		\$ 0.8090
Greece		\$ 0.1290
Greece - Athens		\$ 0.1215
Greece - Mobile/Special Services		\$ 0.5975
Greece - Mobile/Special Services - QTEL		\$ 0.6615
Greenland		\$ 1.6570
Greenland - Mobile/Special Services		\$ 1.6570
Grenada	473	\$ 0.4505
Grenada - Mobile/Special Services	473	\$ 0.7403
Guadeloupe		\$ 0.2510
Guadeloupe - Mobile/Special Services		\$ 1.0058
Guatemala		\$ 0.3978
Guatemala - Mobile/Special Services		\$ 0.4310
Guinea		\$ 0.4510
Guinea - Mobile/Special Services		\$ 0.4565
Guinea-Bissau		\$ 2.8510
Guinea-Bissau - Mobile/Special Services		\$ 2.8510
Guyana		\$ 0.9203
Guyana - Mobile/Special Services		\$ 0.9398
Haiti		\$ 0.6205
Haiti - Mobile		\$ 0.8218
Haiti - Special Services		\$ 0.8523
Honduras		\$ 0.7643
Honduras - Mobile/Special Services		\$ 0.8745
Hong Kong		\$ 0.1223
Hong Kong - Mobile/Special Services		\$ 0.1010
Hungary		\$ 0.1410
Hungary - Budapest		\$ 0.1290
Hungary - Mobile/Special Services		\$ 0.6795
Iceland		\$ 0.1615
Iceland - Mobile/Special Services		\$ 0.7745
India		\$ 0.3823
India - Ahmedabad		\$ 0.3823
India - Bangalore		\$ 0.3823
India - Gujarat (formerly Baroda)		\$ 0.3823
India - Bombay		\$ 0.3823
India - Calcutta		\$ 0.3823
India - Hyderabad		\$ 0.3350
India - Kerala		\$ 0.3823
India - Madras		\$ 0.3823
India - Mobile/Special Services		\$ 0.3823
India - New Delhi		\$ 0.3823

11. International Message Telecommunications Service

11.2 Rates for IMTS Service

<u>Country</u>	<u>NPA</u>	<u>Rate Per Minute</u>
India - Pune (Poona)		\$ 0.3823
India - Punjab		\$ 0.3823
Indonesia		\$ 0.3123
Indonesia - Jakarta		\$ 0.1670
Indonesia - Mobile/Special Services		\$ 0.4683
INMARSAT - 870		\$20.0650
INMARSAT - 871		\$20.0650
INMARSAT - 872		\$20.0650
INMARSAT - 873		\$20.0650
INMARSAT - 874		\$20.0650
International Networks		\$22.0650
Iran		\$ 0.3158
Iran - Mobile/Special Services		\$ 0.4350
Iran - Tehran		\$ 0.1790
Iraq		\$ 0.3270
Iraq - Mobile/Special Services		\$ 0.5945
Ireland		\$ 0.1038
Ireland - Dublin		\$ 0.1038
Ireland - Mobile/Special Services		\$ 0.6850
Ireland - Mobile/Special Services - VODAFONE		\$ 0.6603
Iridium		\$13.0650
Israel		\$ 0.1215
Israel - Mobile/Special Services		\$ 0.3110
Israel - Mobile/Special Services PALTEL		\$ 0.8550
Israel - Palestine		\$ 0.8515
Israel - Tel Aviv		\$ 0.1215
Italy		\$ 0.1083
Italy - Milan		\$ 0.1078
Italy - Mobile/Special Services		\$ 0.7315
Italy - Mobile/Special Services - TIM		\$ 0.6563
Italy - Mobile/Special Services - VODAFONE		\$ 0.6225
Italy - Mobile/Special Services - WIND		\$ 0.7335
Italy - Rome		\$ 0.1050
Ivory Coast		\$ 0.4750
Ivory Coast - Mobile/Special Services		\$ 0.5983
Jamaica	876	\$ 0.3450
Jamaica - Mobile/Special Services	876	\$ 0.7678
Japan		\$ 0.1410
Japan - Military		\$ 0.1410
Japan - Mobile/Special Services		\$ 0.4845
Japan - Osaka		\$ 0.1410
Japan - Tokyo		\$ 0.1410
Jordan		\$ 0.3575

11. International Message Telecommunications Service

11.2 Rates for IMTS Service

<u>Country</u>	<u>NPA</u>	<u>Rate Per Minute</u>
Jordan - Amman		\$ 0.3285
Jordan - Mobile/Special Services		\$ 0.3710
Kazakhstan		\$ 0.3730
Kazakhstan - Mobile/Special Services		\$ 0.5090
Kenya		\$ 0.5510
Kenya - Mobile/Special Services		\$ 0.8123
Kenya - Nairobi		\$ 0.4295
Kiribati		\$ 2.5370
Kiribati - Mobile/Special Services		\$ 2.5370
Korea, North		\$ 4.1050
Korea, South		\$ 0.1225
Korea, South - Mobile/Special Services		\$ 0.2218
Korea, South - Seoul		\$ 0.1190
Kuwait		\$ 0.3210
Kuwait - Mobile/Special Services		\$ 0.3245
Kyrgyzstan		\$ 0.3625
Kyrgyzstan - Mobile/Special Services		\$ 0.3890
Laos		\$ 0.2485
Laos - Mobile/Special Services		\$ 0.2485
Latvia		\$ 0.3370
Latvia - Mobile/Special Services		\$ 0.6458
Lebanon		\$ 0.4110
Lebanon - Mobile/Special Services		\$ 0.7178
Lesotho		\$ 0.8258
Lesotho - Mobile/Special Services		\$ 0.9485
Liberia		\$ 0.8205
Liberia - Mobile/Special Services		\$ 0.8205
Libya		\$ 0.8150
Libya - Mobile/Special Services		\$ 0.8150
Liechtenstein		\$ 0.2230
Liechtenstein - Mobile/Special Services		\$ 3.3050
Lithuania		\$ 0.2750
Lithuania - Mobile/Special Services		\$ 0.6038
Luxembourg		\$ 0.1415
Luxembourg - Mobile/Special Services		\$ 0.7815
Macao (Macao)		\$ 0.2025
Macao - Mobile/Special Services		\$ 0.2025
Macedonia		\$ 0.4150
Macedonia - Mobile/Special Services		\$ 0.9150
Madagascar		\$ 0.6785
Madagascar - Mobile/Special Services		\$ 0.8918
Malawi		\$ 0.2350
Malawi - Mobile/Special Services		\$ 0.2350

11. International Message Telecommunications Service

11.2 Rates for IMTS Service

<u>Country</u>	<u>NPA</u>	<u>Rate Per Minute</u>
Malaysia		\$ 0.1210
Malaysia - Kuala Lumpur		\$ 0.1210
Malaysia - Mobile/Special Services		\$ 0.1945
Maldives		\$ 0.8570
Maldives - Mobile/Special Services		\$ 0.9770
Mali		\$ 0.4930
Mali - Mobile/Special Services		\$ 0.8010
Mali - Mobile/Special Services - IKATEL		\$ 0.8250
Mali - Mobile/Special Services - MALITEL		\$ 0.7390
Malta		\$ 0.4150
Malta - Mobile/Special Services		\$ 1.0550
Marshall Islands		\$ 1.0310
Mauritania		\$ 0.8510
Mauritius		\$ 0.5665
Mauritius - Mobile/Special Services		\$ 0.5665
Mayotte Island		\$ 1.0250
Mayotte Island - Mobile/Special Services		\$ 1.0250
Mexico - Acapulco		\$ 0.1150
Mexico - Aguascalientes		\$ 0.1150
Mexico - Celaya		\$ 0.1150
Mexico - Chihuahua		\$ 0.1150
Mexico - Cuernavaca		\$ 0.1150
Mexico - Ciudad Juarez		\$ 0.1150
Mexico - Guadalajara		\$ 0.1150
Mexico - Irapuato		\$ 0.1150
Mexico - Leon		\$ 0.1150
Mexico - Mexico City		\$ 0.1150
Mexico - Mexico City Cellular		\$ 0.1150
Mexico - Monterey		\$ 0.1150
Mexico - Puebla		\$ 0.1150
Mexico - Queretaro		\$ 0.1150
Mexico - San Luis Potisi		\$ 0.1150
Mexico - Tepatitlan		\$ 0.1150
Mexico - Tijuana		\$ 0.1150
Mexico - Torreon		\$ 0.1150
Mexico		\$ 0.1150
Mexico On-Net A		\$ 0.1150
Mexico On-Net B		\$ 0.1150
Micronesia		\$ 0.8930
Moldova		\$ 0.4243
Moldova - Mobile/Special Services		\$ 0.6650
Monaco		\$ 0.1798
Monaco - Mobile/Special Services		\$ 0.7350

11. International Message Telecommunications Service

11.2 Rates for IMTS Service

<u>Country</u>	<u>NPA</u>	<u>Rate Per Minute</u>
Mongolia		\$ 0.2130
Mongolia - Mobile/Special Services		\$ 0.2130
Montserrat	664	\$ 0.5390
Montserrat - Mobile/Special Services	664	\$ 0.5690
Morocco		\$ 0.6065
Morocco - Casablanca		\$ 0.6030
Morocco - Mobile/Special Services		\$ 0.8925
Morocco - Rabat		\$ 0.6050
Mozambique		\$ 0.5670
Mozambique - Mobile/Special Services		\$ 0.5563
Myanmar		\$ 1.0990
Namibia		\$ 0.3443
Namibia - Mobile/Special Services		\$ 0.8010
Nauru		\$ 8.0650
Nauru - Mobile/Special Services		\$ 8.0650
Nepal		\$ 0.8190
Nepal - Katmandu		\$ 0.5550
Nepal - Mobile/Special Services		\$ 0.8290
Netherlands		\$ 0.1210
Netherlands - Amsterdam		\$ 0.1070
Netherlands - Mobile/Special Services		\$ 0.7245
Netherlands Antilles		\$ 0.3970
Netherlands Antilles - Mobile/Special Services		\$ 0.5510
New Caledonia		\$ 1.0150
New Zealand		\$ 0.1270
New Zealand - Mobile/Special Services		\$ 0.8465
Nicaragua		\$ 0.5030
Nicaragua - Mobile/Special Services		\$ 0.7315
Niger		\$ 0.4610
Niger - Mobile/Special Services		\$ 0.4723
Nigeria		\$ 0.2710
Nigeria - Lagos		\$ 0.2255
Nigeria - Mobile/Special Services		\$ 0.6425
Niue		\$ 6.2650
Niue - Mobile/Special Services		\$ 6.2650
Norfolk Island		\$ 4.6650
Norway		\$ 0.1110
Norway - Mobile/Special Services		\$ 0.6538
Oman		\$ 0.6390
Oman - Mobile/Special Services		\$ 0.6390
Pakistan		\$ 0.3370
Pakistan - Karachi		\$ 0.2570
Pakistan - Lahore		\$ 0.3023

11. International Message Telecommunications Service

11.2 Rates for IMTS Service

<u>Country</u>	<u>NPA</u>	<u>Rate Per Minute</u>
Pakistan - Mobile/Special Services		\$ 0.3278
Palau		\$ 1.4650
Palestine		\$ 0.8185
Palestine - Mobile/Special Services		\$ 0.9305
Panama		\$ 0.1895
Panama - Mobile/Special Services		\$ 0.4425
Panama - Panama City		\$ 0.1258
Papua New Guinea		\$ 2.9450
Papua New Guinea - Mobile/Special Services		\$ 2.9450
Paraguay		\$ 0.3563
Paraguay - Asuncion		\$ 0.2870
Paraguay - Mobile/Special Services		\$ 0.5450
Peru		\$ 0.2010
Peru - Lima		\$ 0.1290
Peru - Mobile/Special Services		\$ 0.7645
Philippines		\$ 0.4990
Philippines - Manila		\$ 0.4970
Philippines - Mobile/Special Services		\$ 0.5475
Poland		\$ 0.1185
Poland - Krakow		\$ 0.1185
Poland - Mobile/Special Services		\$ 0.4843
Poland - Warsaw		\$ 0.1143
Portugal		\$ 0.1298
Portugal - Mobile/Special Services		\$ 0.6923
Qatar		\$ 0.8855
Qatar - Mobile/Special Services		\$ 1.0683
Reunion Island		\$ 0.3450
Reunion Island - Mobile/Special Services		\$ 0.9318
Romania		\$ 0.3045
Romania - Bucharest		\$ 0.2725
Romania - Mobile/Special Services		\$ 0.7685
Russia		\$ 0.1923
Russia - Mobile/Special Services		\$ 0.1990
Russia - Moscow		\$ 0.0965
Russia - Overlay		\$ 0.4643
Russia - St. Petersburg		\$ 0.1015
Rwanda		\$ 0.4290
Rwanda - Mobile/Special Services		\$ 0.4290
Saipan		\$ 1.4800
San Marino		\$ 0.2175
San Marino - Mobile/Special Services		\$ 0.2175
Sao Tome		\$ 3.7895
Saudi Arabia		\$ 0.5583

11. International Message Telecommunications Service

11.2 Rates for IMTS Service

<u>Country</u>	<u>NPA</u>	<u>Rate Per Minute</u>
Saudi Arabia - Dhahran		\$ 0.4890
Saudi Arabia - Jeddah		\$ 0.2323
Saudi Arabia - Mecca		\$ 0.3490
Saudi Arabia - Mobile/Special Services		\$ 0.6925
Saudi Arabia - Riyadh		\$ 0.2170
Senegal		\$ 0.6475
Senegal - Mobile/Special Services		\$ 0.7843
Seychelles Islands		\$ 0.5535
Seychelles Islands - Mobile/Special Services		\$ 0.5535
Sierra Leone		\$ 0.6225
Sierra Leone - Freetown		\$ 0.3935
Sierra Leone - Mobile/Special Services		\$ 0.6225
Singapore		\$ 0.0930
Singapore - Mobile/Special Services		\$ 0.0930
Slovak Republic		\$ 0.2445
Slovak Republic - Mobile/Special Services		\$ 0.6790
Slovenia		\$ 0.2070
Slovenia - Mobile/Special Services		\$ 0.9558
Solomon Islands		\$ 3.1370
Solomon Islands - Mobile/Special Services		\$ 3.1370
Somalia		\$ 1.4810
South Africa		\$ 0.2470
South Africa - Capetown		\$ 0.2470
South Africa - Johannesburg		\$ 0.2470
South Africa - Mobile/Special Services		\$ 0.6150
Spain		\$ 0.1038
Spain - Barcelona		\$ 0.1038
Spain - Madrid		\$ 0.1038
Spain - Mobile/Special Services		\$ 0.6250
Sri Lanka		\$ 0.4143
Sri Lanka - Mobile/Special Services		\$ 0.4523
St. Helena		\$ 5.8250
St. Kitts/Nevis	869	\$ 0.5045
St. Kitts/Nevis - Mobile/Special Services	869	\$ 0.8375
St. Lucia	758	\$ 0.5230
St. Lucia - Mobile/Special Services	758	\$ 0.7255
St. Pierre/Miquelon		\$ 0.6630
St. Vincent/Grenadines	784	\$ 0.5215
St. Vincent/Grenadines - Mobile/Special Services	784	\$ 0.7215
Sudan		\$ 0.5170
Sudan - Mobile/Special Services		\$ 0.5190
Suriname		\$ 0.7615
Suriname - Mobile/Special Services		\$ 0.7750

11. International Message Telecommunications Service

11.2 Rates for IMTS Service

<u>Country</u>	<u>NPA</u>	<u>Rate Per Minute</u>
Swaziland		\$ 0.4078
Swaziland - Mobile/Special Services		\$ 0.5845
Sweden		\$ 0.1030
Sweden - Mobile/Special Services		\$ 0.7403
Sweden - Stockholm		\$ 0.1025
Switzerland		\$ 0.1183
Switzerland - Mobile/Special Services		\$ 0.8583
Syria		\$ 0.5803
Syria - Mobile/Special Services		\$ 0.6190
Taiwan		\$ 0.1150
Taiwan - Mobile/Special Services		\$ 0.3123
Taiwan - Taipei		\$ 0.1150
Tajikistan		\$ 0.5295
Tajikistan - Mobile/Special Services		\$ 0.5295
Tanzania		\$ 0.5858
Tanzania - Mobile/Special Services		\$ 0.7130
Thailand		\$ 0.1650
Thailand - Bangkok		\$ 0.1543
Thailand - Mobile/Special Services		\$ 0.1650
Togo		\$ 0.4630
Togo - Mobile/Special Services		\$ 0.5790
Tokelau		\$ 3.1450
Tokelau - Mobile/Special Services		\$ 3.1450
Tonga Islands		\$ 0.7670
Tonga Islands - Mobile/Special Services		\$ 0.7670
Trinidad & Tobago	868	\$ 0.9623
Trinidad & Tobago - Mobile/Special Services	868	\$ 0.9623
Tunisia		\$ 0.6745
Tunisia - Mobile/Special Services		\$ 0.8185
Turkey		\$ 0.2330
Turkey - Ankara		\$ 0.2170
Turkey - Istanbul		\$ 0.2050
Turkey - Mobile/Special Services		\$ 0.5990
Turkmenistan		\$ 0.5755
Turkmenistan - Mobile/Special Services		\$ 0.5755
Turks & Caicos	649	\$ 0.4830
Turks & Caicos - Mobile/Special Services	649	\$ 0.4830
Tuvalu		\$ 8.0250
Tuvalu - Mobile/Special Services		\$ 8.0250
Uganda		\$ 0.3758
Uganda - Mobile/Special Services		\$ 0.3910
Ukraine		\$ 0.3563
Ukraine - Kiev		\$ 0.3350

11. International Message Telecommunications Service

11.2 Rates for IMTS Service

<u>Country</u>	<u>NPA</u>	<u>Rate Per Minute</u>
Ukraine - Lviv		\$ 0.3285
Ukraine - Mobile/Special Services		\$ 0.4255
Ukraine - Odessa		\$ 0.3445
United Arab Emirates		\$ 0.6990
United Arab Emirates - Mobile/Special Services		\$ 0.7110
United Kingdom		\$ 0.1210
United Kingdom - London		\$ 0.1010
United Kingdom - Mobile/Special Services		\$ 0.7650
United Kingdom - Mobile/Special Services - 02		\$ 0.5845
United Kingdom - Mobile/Special Services - H3G		\$ 0.6645
United Kingdom - Mobile/Special Services - Orange		\$ 0.5445
United Kingdom - Mobile/Special Services - T-Mobile		\$ 0.6245
United Kingdom - Mobile/Special Services - Vodafone		\$ 0.5665
Uruguay		\$ 0.2870
Uruguay - Mobile/Special Services		\$ 0.7775
Uzbekistan		\$ 0.3065
Uzbekistan - Mobile/Special Services		\$ 0.3065
Vanuatu		\$ 5.0650
Vanuatu - Mobile/Special Services		\$ 5.0650
Vatican City		\$ 0.4720
Venezuela		\$ 0.1590
Venezuela - Caracas		\$ 0.1310
Venezuela - Mobile/Special Services		\$ 0.5658
Vietnam		\$ 0.4738
Vietnam - Hanoi		\$ 0.4663
Vietnam - Ho Chi Min City		\$ 0.3945
Vietnam - Mobile/Special Services		\$ 0.4958
Wallis & Futuna Islands		\$ 9.0650
Western Samoa		\$ 1.4650
Western Samoa - Mobile/Special Services		\$ 1.4650
Yemen		\$ 0.5415
Yemen - Mobile/Special Services		\$ 0.5415
Yugoslavia and Serbia		\$ 0.2923
Yugoslavia and Serbia - Mobile/Special Services		\$ 0.8225
Yugoslavia - Montenegro		\$ 0.4425
Zaire (Dem. Rep. of Congo)		\$ 1.1155
Zaire (Dem. Rep. of Congo) - Mobile/Special Services		\$ 1.0150
Zambia		\$ 0.2250
Zambia - Mobile/Special Services		\$ 0.5565
Zimbabwe		\$ 0.2530
Zimbabwe- Mobile/Special Services		\$ 0.9750

12. MISCELLANEOUS PROVISIONS

- 12.1 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.
- 12.2 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.
- 12.3 Choice of Law; Jurisdiction. These Terms and Conditions are covered by and construed under the laws of the State of Illinois without regard to choice of law principles.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 Headings. Section headings are for descriptive purposes only and are not used to interpret these Terms and Conditions.
- 12.8 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.