

REGULATIONS, SERVICES AND SCHEDULE OF CHARGES
APPLICABLE TO
INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICES
FURNISHED BY

EASYTEL COMMUNICATIONS CARRIER CORPORATION

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Tulsa, Oklahoma 74136**

This document contains the descriptions, regulations, and rates applicable to the furnishing of Interstate Wide Area Telecommunications Service provided by EASYTEL COMMUNICATIONS CARRIER CORPORATION and is made available to subscribers in accordance with the Federal Communications Commission's (FCC) *Public Availability of Information Concerning Interexchange Services* rules, 47 CFR Section 42.10. A paper copy of this document be requested by contacting EASYTEL COMMUNICATIONS CARRIER CORPORATION's customer service department at toll free at 866-523-8001 or in writing directed to the above address.

INTRODUCTION

Thank you for selecting or considering EASYTEL COMMUNICATIONS CARRIER CORPORATION to fill your interstate telecommunications service requirements.

The following pages are intended to provide you with information regarding EASYTEL COMMUNICATIONS CARRIER CORPORATION's specialized Message Telecommunications Service rates, charges, terms, and conditions, in accordance with the Federal Communications Commission's *Public Availability of Information Concerning Interexchange Services* rules, 47 C.F.R. Section 42.10.

The information which follows governs the relationship between EASYTEL COMMUNICATIONS CARRIER CORPORATION and its interstate telecommunications service users and subscribers, pursuant to applicable federal regulation, federal and state law, and any client-specific arrangements. Pricing for Service including Message Telephone Service is contained on the Company's website at www.easytel.com. The Customer agrees that pricing for calls made by the Customer and for other ancillary services will be in accordance with the pricing established on the Company's website and the Customer agrees that this pricing may change at anytime and also agrees that the site will be reviewed as necessary to be aware of changes made in pricing and/or pricing policies or payment policies.

BY SUBSCRIBING TO, UTILIZING, OR PAYING FOR EASYTEL COMMUNICATIONS CARRIER CORPORATION'S INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICES, YOU AGREE TO THE RATES, CHARGES, TERMS, AND CONDITIONS WHICH FOLLOW. IF YOU BELIEVE THAT YOUR USE OF EASYTEL COMMUNICATIONS CARRIER CORPORATION'S INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE HAS BEEN MADE IN ERROR, PLEASE CONTACT EASYTEL COMMUNICATIONS CARRIER CORPORATION'S CUSTOMER SERVICE DEPARTMENT IMMEDIATELY AT 866-523-8001.

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TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Authorization Code

A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

Authorized User

A user who is a customer, or a person authorized by the customer that uses the Company's Services. An Authorized User is responsible for compliance with this document.

Billed Party

The person or entity responsible for payment for the use of the Company's Service(s).

Called Station:

The terminating point of a call (i.e., the called number).

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Calling Station

The origination point of a call (i.e. the calling number).

TECHNICAL TERMS AND ABBREVIATIONS, Continued

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

A path for electrical transmission between two or more points, the path having a bandwidth designed to carry voice grade transmission.

Commission:

Federal Communications Commission ("FCC")

Common Carrier

A company or entity providing telecommunications services to the public.

Company:

EASYTEL COMMUNICATIONS CARRIER CORPORATION ("EASYTEL")

Credit Card Calls (Calling Card Calls)

A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a credit card, such as Visa or Master Card, or to a LEC or interexchange carrier calling card, including calling cards issued by the Company

Customer:

Any person, firm, partnership, association, joint stock company, trust, corporation, governmental entity or any other entity which orders service, that is responsible for payment of charges and for compliance with this document.

TECHNICAL TERMS AND ABBREVIATIONS, Continued

Customer Dialed Calling Card

A call that is billed to a Calling Card that does not require intervention by an attended operator position to complete.

Day

From 8:00 A.M. up to but not including 5:00 P.M. local time Monday through Friday.

Debit Card (Prepaid Calling Card)

A prepaid long distance calling card sold in increments to the end user. The card is accessed by an 800 number and each time the card is used the remaining balance is given to the end user.

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Direct Dialed Call

A telephone call that is automatically completed and billed to the telephone from which the call originated without the automatic or live assistance of an operator. This includes calls forwarded by call forwarding equipment.

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

TECHNICAL TERMS AND ABBREVIATIONS, Continued

Evening

From 5:00 P.M. up to but not including 11:00 P.M. local time Sunday through Friday.

Exchange

A geographic area established by the document of Local Exchange Carriers for the administration of communications service in a specific area that 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 services within that area.

Incompleted Call

Any call where the communication path between the calling and the called station is not established (i.e., busy, no answer, etc.).

Local Exchange Carrier (LEC)

A telephone company utility which provides local telecommunications services to a specific geographical area for commercial and residential Customers.

Responsible Organization (RespOrg)

RespOrg identifies the entity or agency managing access to the database where the toll free number resides and responsible for toll free number assignment to Customer.

Revenue Commitment

The amount of the minimum monthly service commitment made by the Customer.

Subscriber:

See "Customer" definition.

"800" (Toll Free) Number:

An interexchange service offered pursuant to this document for which the called party is assigned a unique 800-NXX-XXXX or 888-NXX-XXXX or 877-NXX-XXXX, or 866-NXX-XXXX, or 855-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

RULES AND REGULATIONS

UNDERTAKING OF THE COMPANY

Company's services are furnished for telecommunications originating and/or terminating in any area within the contiguous United States, Alaska, Hawaii, and United States dependencies.

Company is a non-facilities-based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.

Company resells access, switching, transport, and termination services provided by interexchange carriers.

Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

Request for service under this Document will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

LIMITATIONS OF SERVICE

Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Document. Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of the provisions of this document, the laws, rules, regulations, or policies, of the jurisdiction of the Originating Stations or the Terminating Station, or the laws of the United States including rules, regulations, and policies of the Federal Communications Commission.

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

RULES AND REGULATIONS, Continued

LIMITATIONS OF SERVICE, Continued

The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Document shall apply to all such permitted assignees or transferees, as well as all conditions of service.

The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Document until the indebtedness is satisfied.

USE

Services provided under this document may be used only for transmission of communications by customers in a manner consistent with the terms of this document and regulations of the FCC and all state and local authorities having jurisdiction over the service.

Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

Application for service must be made in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

RULES AND REGULATIONS, Continued

RESPONSIBILITIES OF THE CUSTOMER

The Customer is responsible for placing any necessary orders, and for complying with document Regulations, and for ensuring that Authorized users comply with document regulations. The Customer is also responsible for the payment of charges for calls originated at the customer's premises. This includes payment for calls or services originating at the Customer's number(s); accepted at the Customer's number(s) (i.e., collect calls); billed to the Customer's number via Third Number Billing if the Customer is found to be responsible for such call or service, the use of a Calling Card, the use of a Company assigned Special Billing Number and incurred at the specific request of the Customer.

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

If required for the provision of the Company's Services, the Customer must provide any equipment space, supporting structure, conduit, and electrical power without charge to the company.

The Customer is responsible for arranging ingress to its premises at time mutually acceptable to the Customer and the Company when required for the Company personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's Service(s).

The Customer shall ensure that its terminal equipment and system is properly interfaced with the Company's facilities and Services, that the signals and voltages emitted into the Company's facilities are of the proper mode, bandwidth, power, and signal level of the intended use of the Customer and in compliance with the criteria set forth in the rules of the FCC, and that the signals do not damage equipment, injure personnel or degrade Service to other Customers.

All equipment at the Customer's location in which calls are terminated shall be furnished by and maintained at the expense of the Customer. The Customer is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring electrical power, and personnel.

RULES AND REGULATIONS, Continued

RESPONSIBILITIES OF THE CUSTOMER, Continued

Interconnection between Customer's equipment and Company-provided services must be made by the Customer by leased channel. Where interconnection between Customer's equipment and Company-provided service is not made by lease of Company facilities, interconnection must be made by the Customer at the Company's operating offices. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such immediate action as necessary to protect its facilities and personnel and will promptly notify the Customer of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm.

The Customer is liable to the Company for the replacement and repair of damage to the equipment and facilities of the Company caused by negligence and willful act of the Customer, its Authorized Users, and others and for improper use of equipment provided by the Customer, its Authorized Users, and others.

The Customer is liable for the loss through theft and fire of any of the Company's equipment installed at Customer's premises.

RESPONSIBILITIES OF AUTHORIZED USERS

The Authorized User is responsible for compliance with applicable regulations set forth in this document.

The Authorized User is responsible for establishing its identity as often as necessary during the course of the call.

The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.

RULES AND REGULATIONS, Continued

LIABILITIES OF THE COMPANY

Except as stated in this Section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this document. This document does not limit the liability of the Company for gross negligence or willful misconduct.

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.

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 Service(s) received by Customer, or for the unavailability of or any delays in the furnishing of any Service(s) or facilities that 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 above and elsewhere in this document.

The Company disclaims any express or implied warranties with respect to Services, including without limitation, any implied warranties of merchantability and fitness for a particular purpose.

RULES AND REGULATIONS, Continued

LIABILITIES OF THE COMPANY, Continued

The Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment.

Where Customer provided equipment is connected to service furnished pursuant to this document, the responsibility of the Company shall be limited to the maintenance and operations of such services in the proper manner; subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by Customer provided equipment; or network control signaling where such signaling is performed by Customer provided network control signaling equipment.

Company shall not be liable for and the Customer indemnifies and holds the Company harmless from any and all losses, claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company.

No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

RULES AND REGULATIONS, Continued

LIABILITIES OF THE COMPANY, Continued

The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Document to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to law. The Company shall not be responsible for claims made beyond 30 days after the date of the invoice for any such calls or charges. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

Under no circumstances whatsoever shall the Company or its officers, directors, agents, or employees be liable for any indirect, incidental, special, or consequential damages.

RULES AND REGULATIONS, Continued

INDEMNITY

Subject to the limitations of liability set forth above, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all claims to the extent that such claims were proximately caused by any negligent or willful act or omission by the party from whom indemnity is sought, or by the agents, employees, subcontractors or assignees of the party from whom indemnity is sought, in connection with use of the Services. The indemnifying party under this Section shall defend the other at the other's request against any such claim. The party seeking indemnification under this Section must notify the other promptly of written claims or demands for which the indemnifying party may be responsible. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal, provided it pays the cost of any required appeal bond, compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

FULL FORCE AND EFFECT

Should any provision or portion of this Document be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Document will remain in full force and effect.

RULES AND REGULATIONS, Continued

INTERRUPTION OF SERVICE

Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in above. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. No credit will be given for the failure of IP based transmission facilities.

The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

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

A - outage time in hours

B - total monthly charge for affected utility

RULES AND REGULATIONS, Continued

RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

PAYMENTS AND BILLING

Charges for service are applied on a recurring basis. Charges for recurring fees are billed one (1) month in advance. Usage charges are billed one (1) month in arrears. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.

The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.

When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact the Company directly.

Any person or entity which uses, appropriates or secures the use of Service(s) from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company 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 Service(s) actually made by Customer.

RULES AND REGULATIONS, Continued

PAYMENTS AND BILLING, Continued

Call detail for billing purposes will be placed on the Company's website for access by the Customer using the Customer's account number and a password assigned to the Customer. This will be the standard method for delivery of call detail that supports the billing made to a customer. Any other arrangements for delivery of call detail must be agreed to in writing. The Customer will guard the password assigned and will not allow unauthorized persons to have access to the Customer's account number or password. The Company will not be responsible for any unauthorized use of its website.

Billing is payable upon receipt and past due twenty (20) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to 1) a 1.5 percent late payment charge or 2) the highest rate allowed by law per month, for the unpaid balance, and may be subject to additional collection agency fees, attorney fees and court costs.

The Customer shall be responsible for all costs, expenses, claims or actions arising from calls the purpose or effect of which is theft or unauthorized usage of communications services or misleading or fraudulent communications of any nature (including, without limitation, communications intended to effect theft through unauthorized use of calling cards) and all unauthorized or fraudulent communications on pay-per-call numbers, information service calls, directory assistance calls or the like for which the Company is billed that are passed through to the Customer)(collectively, "Fraudulent Calls"). The Customer shall not be excused from paying for any Services provided to Customer or any portion thereof on the basis that fraudulent calls comprised a corresponding portion of the Services. The Company may, but will not be required to, take action that is reasonably necessary to prevent such Fraudulent Calls from taking place, including without limitation, denying any Services.

A charge of \$30.00 or five (5) percent of the amount of the check, whichever is greater, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

Billing disputes should be addressed to the Company's customer service organization via telephone to 800-523-8001. Customer service representatives are available to respond to customer billing inquiries from 8:30 a.m. to 5:00 p.m. Central Standard Time.

RULES AND REGULATIONS, Continued

REVENUE COMMITMENT

If the Customer agrees to a Revenue Commitment, Customer shall be obligated to purchase applicable voice services under this agreement in the amount reflected on a separate agreement with the Customer. This Revenue Commitment shall be calculated after any and all discounts, which would be calculated, based on the agreement between the Customer and the Company and shall be calculated on a monthly basis. In determining whether or not the Customer's monthly charges are of a sufficient dollar amount to meet the Customer's Revenue Commitment, the Company will include the Customer's total Service charges for Interstate, Intrastate and International usage. No charges for Monthly Recurring Charges, Non-Recurring Charges, or third party charges (including local loop charges) shall apply to the Revenue Commitment. To the extent that, in any month during the term of the agreement, the Customer fails to have a total aggregate billing of voice (telephony) services from the Company greater than or equal to the Revenue Commitment amount, the Company may invoice the Customer on the Customer's current or next invoice, an amount equal to the difference between the Revenue Commitment amount and the amount of voice (telephony) services actually purchased by the Customer. Such amount represents liquidated damages for that month, and not a penalty, and is based on the Customer's commitment to pay the Revenue Commitment amount for each month for the entire term of the separate agreement.

RULES AND REGULATIONS, Continued

CANCELLATION BY CUSTOMER

Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.

Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customer's request for cancellation has been made.

Any non-recoverable cost of Company expenditures or the usual Company charges for those expenditures (whichever is higher) shall be borne by the Customer if:

- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- C. If based on an order for service and construction has either begun or has been completed, but no service provided.

RULES AND REGULATIONS, Continued

CANCELLATION BY COMPANY

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

- A. If there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company; or
- B. If Company deems refusal or disconnection necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services; or
- C. For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to Service; or
- D. For use of Company's Services for any purpose other than that described in the application; or
- E. In the event of Customer use of equipment in such a manner as to adversely affect Company's equipment or the Service to others; or
- F. In the event of tampering with the equipment furnished and owned by Company; or
- G. In the event of unauthorized or fraudulent use of Service.
- H. For the non-payment of any proper charge when due as provided by Company's Document; or
- I. For Customer's breach of the contract for service between the utility and Customer.
- J. For violation of any of the rules and regulations, terms and conditions of this contract.

RULES AND REGULATIONS, Continued

CANCELLATION BY COMPANY, Continued

The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

The Company may refuse to permit collect calling, calling card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

INTERCONNECTION

Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' documents. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

RULES AND REGULATIONS, Continued

DEPOSITS AND ADVANCE PAYMENTS

The Company does not request deposits or advance payments, but reserves the right to do so. Any deposits or advanced payments will be collected and maintained by the Company in accordance with the law and Commission rules and regulations.

CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

TAXES

The Customer will pay the amount specified by the Company for Taxes and Fees associated with telephony services including long distance. Some of these fees and taxes are, but not limited to these Examples are as follows: (a). State Sales Taxes, (b) Federal Excise Taxes, (c) State and Federal Universal Service Fund Fees, (d) Telecommunications Relay Services Fees, (e) North American Numbering Plan Administration Fees, (f) Local Number Portability Administration Fees, (g) FCC Regulatory Fees, and (h) Presubscribed Interexchange Carrier Charges or Carrier Line Charges.

DESCRIPTION OF SERVICE

TIMING OF CALLS

Usage charges are based on actual usage of Company facilities. Such charges are measured in conversation minutes. Conversation minutes begin when the called party answers, as determined by answer supervision providing that such capabilities are available from the local telephone company, and end when either party disconnects. If answer supervision is not available and the duration of a call is a least one hundred and fifty (150) seconds, the Company will bill for such call for a duration of one hundred and twenty (120) seconds (inclusive of a thirty second call setup time). The minimum call duration for domestic service for billing purposes is, six (6) seconds minimum initial period and usage is rounded to the next higher six (6) second increment after the initial period

Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.

There is no billing for incomplete calls except as provided elsewhere in this document.

DESCRIPTION OF SERVICE, Continued

EASYTEL TELECOMMUNICATIONS SERVICES

Company provides switched and dedicated access interexchange telecommunications services which allow Customers to establish a communications path between two stations by using uniform dialing plans for the direct transmission and reception of voice, data, and other types of communications.

Switched Access Services. Company provides commercial and residential users with both outbound "1 plus" and toll free inbound switched access long distance telecommunications services from points originating and terminating in and between points within the contiguous United States, Hawaii, Alaska and Puerto Rico, U.S. Virgin Islands and Northern Mariana Islands. Pricing for Switched "1 plus" outbound service includes origination, transport, and termination of traffic. Pricing for Switched Toll Free Service includes origination, transport, and termination of the traffic. Toll free numbers are unique for each customer and can be custom selected by the customer or randomly generated by a nationwide service management system database that retains all toll free records.

Dedicated Access Services. Company provides commercial and residential users with both outbound "1 plus" and toll free inbound long distance telecommunications services from points originating and terminating in and between points within the contiguous United States, Hawaii, Alaska and Puerto Rico, U.S. Virgin Islands and Northern Mariana Islands, utilizing other dedicated facilities between Company and Customers' premises. Pricing for Dedicated outbound service includes transport and termination of traffic. Pricing for Dedicated inbound Toll Free service includes origination and transport of traffic. Pricing does not include the cost of dedicated access lines that are required to access the Company's network. These dedicated access lines may be standard T1, ISDN PRI T-1, T-3, or access lines provided by a Company Internet access circuit. Pricing for these dedicated access lines is the amount specified by the Company from time-to-time. Pricing for these access lines may also change from time-to-time. It is the Customer's responsibility to provide, at the Customer's cost, for termination of the access lines to the Customer's PBX or other Customer premise equipment. The rates for this Dedicated service are based on a per minute rates as contained herein. Toll free numbers are unique for each customer and can be custom selected by the customer or randomly generated by a nationwide service management system database that retains all toll free records.

Travel Card Services. Company offers a travel card service which enables Company's residential and business customers to gain access to their long distance service from anywhere nationally to anywhere nationally through a discount service billed back to the subscriber's account. Minimum call duration for a Travel Card Service is one minute and usage is rounded to the next higher full one-minute period after the initial period.

DESCRIPTION OF SERVICE, Continued

EASYTEL TELECOMMUNICATIONS SERVICES, Continued

Directory Assistance. Directory Assistance service allows the customer to request specific telephone numbers and addresses for published numbers. Company offers Directory Assistance service to all commercial and residential Customers on a per call basis. Company's Directory Assistance service that allows the customer to obtain telephone numbers by dialing 1+ area code + 555-1212. Such service is available twenty four (24) hours a day, seven (7) days a week.

Domestic Directory Assistance is reached by dialing 1 + the area code + 555-1212 or by accessing the calling card automated platform.

National Toll Free Directory Assistance. National Toll Free Directory Assistance service offers the Customer the ability of having their toll free number listed in AT&T's National Toll Free Directory Assistance database (i.e.: 1-800-555-1212). A Customer may also elect to have their Toll Free number non-published, in which case there is no charge.

Validated Account Codes. Validated account codes are pre-defined by the customer and are validated against digit order and length before a call is connected. Validated account codes allow the Customer to restrict access to their service by prompting callers to enter an authorization code. A valid code must be entered in order for the call to be processed.

Un-Validated Account Codes. Un-validated account codes are pre-defined by the customer and are validated against a specific digit length before a call is connected. Un-Validated account codes allow the Customer the ability to receive calls and track usage based on a specific digit length (2 to 12 digits). Before the call can be connected the customer must enter a specific length of digits (which the Customer pre-selects).

Toll Free Service Features.

As an added feature of Company's toll free calling services, Company offers a variety of toll free service features:

Busy/No Answer Overflow Routing. This feature allows toll free calls to overflow to a pre-defined alternate location or number if the primary location or number is busy or does not answer. Customers can define up to five alternate numbers to which calls may be routed. This feature can also be used to route calls in case of cable cuts or other outages.

DESCRIPTION OF SERVICE, Continued

EASYTEL TELECOMMUNICATIONS SERVICES, Continued

Toll Free Service Features, Continued

Announcements and Custom Recordings. Customers can specify announcements or custom recordings to complement their toll free services. All recordings requested by the customer will be subject to the approval of the content by EasyTEL.

Call Referral Recording. With this feature, calls can be treated with a customized announcement and/or route to a destination. The customer can choose to play an announcement to the caller before disconnecting the call, routing the call or the call can be routed with no preceding announcements.

Real Time ANI Delivery. ANI delivery allows the transmission of the calling party's ten (10)-digit telephone number to the customer's premises at approximately the same moment the incoming call is received. This feature allows the customer to identify the calling party or the originating location for special treatment prior to answering the call. This feature is only available via T-1 lines.

Origin of Call Routing. This feature allows the customer to route or screen calls based on the call's point of origin. Origin of Call Routing supports 3, 6, or 10-digit screening. Calls can terminate to multiple, pre-defined locations based on the screening treatment of the calling party's ID.

Percent Allocation Routing. This feature allows the Customer to distribute incoming toll free calls to two or more, pre-defined terminating locations based on a percent of total calls.

Time of Day Routing. Time Dependent Routing is a collection of features that allow customers to route incoming calls based on the time and date the caller places the call. Calls can be routed according to Statutory Holidays, Day of Year, Day of Week, or Time of Day.

Day of Week Routing. Time Dependent Routing is a collection of features that allow customers to route incoming calls based on the time and date the caller places the call. Calls can be routed according to Statutory Holidays, Day of Year, Day of Week, or Time of Day.

Day of Year Routing. Time Dependent Routing is a collection of features that allow customers to route incoming calls based on the time and date the caller places the call. Calls can be routed according to Statutory Holidays, Day of Year, Day of Week, or Time of Day.

DESCRIPTION OF SERVICE, Continued

EASYTEL TELECOMMUNICATIONS SERVICES, Continued

Toll Free Service Features, Continued

Statutory Holidays Routing. Time Dependent Routing is a collection of features that allow customers to route incoming calls based on the time and date the caller places the call. Calls can be routed according to Statutory Holidays, Day of Year, Day of Week, or Time of Day.

Menu Routing. Menu Routing guides the calling party through a list of menu options that are defined by the customer. The caller selects an option to reach a desired destination.

Extension Routing. This feature prompts the caller for a 1 to 15 digit extension number. The extension number entered is checked against a customer-defined list of valid extensions and is then transferred to a telephone number.

PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration, not to exceed ninety (90) days per customer, for non-optional, recurring charges, designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Requests for promotional offerings will be presented to the FCC for its approval.

INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Document. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Document. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

RATES AND CHARGES

SERVICE CHARGES

This section sets forth the rates and charges applicable to the Company's services. The rates are applicable to domestic intrastate services and facilities. All rates and charges are expressed in U.S. dollars. Calls which overlap rate periods will be charged according to the rates applicable to the time recorded in each period.

Switched Access Services

Outbound 1+, per minute	\$0.0590
Toll Free, per minute	\$0.0690

Dedicated Access Services

Outbound 1+, per minute	\$0.03948
Toll Free, per minute	\$0.04418

Travel Card Service – Offered only in conjunction with other services

Per minute rate	\$0.18
Surcharge, per call	\$0.24

Directory Assistance

Domestic Per Inquiry w/o call completion	\$0.950
Domestic Per Inquiry with call completion	\$1.350
Call completion domestic calls, per minute	\$0.150

RATES AND CHARGES, Continued

SERVICE CHARGES, Continued

National Toll Free Directory Assistance

Non-Recurring Charge, per toll free number	\$30.00
Monthly Recurring Charge, per toll free number	\$22.00
Changes, per toll free number	\$30.00

Validated Account Codes

Non-Recurring Charge	\$15.00
Monthly Recurring Charge, per account	

ANIs or Trunk Groups per Table, per month

0 – 50	\$80.00
51 – 100	\$120.00
101 – 200	\$160.00
201 – 300	\$180.00
301 - 1,000	\$400.00
1,001 - 3,000	\$500.00
3,001 - 5,000	\$600.00
5,001 - 10,000	\$800.00
10,001 and greater	\$1,000.00

Change Charge	\$0.00
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Un-validated Account Codes	\$0.00
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Toll Free Service Features

Toll Free Numbers

Non-Recurring Charge, per random toll free number	\$10.00
Non-Recurring Charge, per custom toll free number	\$30.00
Monthly Recurring Charge, per toll free number	\$4.00

RATES AND CHARGES, Continued

SERVICE CHARGES, Continued

Toll Free Service Features, Continued

Responsible Organization ("RespOrg")

Non-Recurring Charge, per account	\$80.00
Monthly Recurring Charge, per toll free number	\$2.00

Busy/No Answer Overflow Routing

Non-Recurring Charge, per toll free number	\$100.00
Monthly Recurring Charge, per toll free number	\$40.00
Changes, per change	\$100.00
Surcharge	TBD

Announcements and Custom Recordings

ICB

Authorization Codes

Non-Recurring Charge, per toll free number	\$100.00
Monthly Recurring Charge, per toll free number	\$50.00
Changes, per change	\$100.00

Un-validated Account Codes

Non-Recurring Charge, per toll free number	\$30.00
Monthly Recurring Charge, per toll free number	\$20.00
Changes, per change	\$30.00

Call Referral Recording

Non-Recurring Charge, per toll free number	\$100.00
Monthly Recurring Charge, per toll free number	\$50.00
Changes, per change	\$100.00

Real Time ANI Delivery

Non-Recurring Charge, per toll free number	\$100.00
Monthly Recurring Charge, per toll free number	\$50.00
Changes, per change	\$100.00

RATES AND CHARGES, Continued

SERVICE CHARGES, Continued

Toll Free Service Features, Continued

Origin of Call Routing

Non-Recurring Charge, per toll free number	\$100.00
Monthly Recurring Charge, per toll free number	\$50.00
Changes, per change	\$100.00

Percent Allocation Routing

Non-Recurring Charge, per toll free number	\$100.00
Monthly Recurring Charge, per toll free number	\$50.00
Changes, per change	\$100.00

Time of Day Routing

Non-Recurring Charge, per toll free number	\$100.00
Monthly Recurring Charge, per toll free number	\$50.00
Changes, per change	\$100.00

Day of Week Routing

Non-Recurring Charge, per toll free number	\$100.00
Monthly Recurring Charge, per toll free number	\$50.00
Changes, per change	\$100.00

Day of Year Routing

Non-Recurring Charge, per toll free number	\$100.00
Monthly Recurring Charge, per toll free number	\$50.00
Changes, per change	\$100.00

Statutory Holidays Routing

Non-Recurring Charge, per toll free number	\$100.00
Monthly Recurring Charge, per toll free number	\$50.00
Changes, per change	\$100.00

RATES AND CHARGES, Continued

SERVICE CHARGES, Continued

Toll Free Service Features, Continued

Menu Routing

Non-Recurring Charge, per toll free number	\$100.00
Monthly Recurring Charge, per toll free number	\$50.00
Changes, per change	\$100.00
Surcharge	TBD

Extension Routing

Non-Recurring Charge, per toll free number	\$100.00
Monthly Recurring Charge, per toll free number	\$50.00
Changes, per change	\$100.00
Surcharge	TBD

RATES AND CHARGES, Continued

SERVICE CHARGES, Continued

PAYPHONE SURCHARGES

A payphone surcharge, as authorized by FCC Docket No. 96-128, is applicable to calls that originate from any payphone that accesses Company network. This surcharge is in addition to any other charges and ancillary charges associated with Company service.

Surcharge, per call	\$0.56
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80/20 SURCHARGE

A customer's outbound or toll free inbound calls will be subject to a surcharge if, during any given billing month, non-Regional Bell Operating Company or non-GTE/Verizon originating or terminating traffic totals more than 20% of the customer's total traffic. This "80/20 Surcharge" applies to traffic originating or terminating in the contiguous 48 states, Alaska and Hawaii and only to the traffic above the 20% limit.

Surcharge, per minute	\$0.07
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NON-COMPLETED TOLL FREE CALLS SURCHARGE

A surcharge will be assessed when Domestic and Toll Free non-completed calls exceed 10% of the overall Toll Free traffic respectively in a billing month.

Surcharge, per call	\$0.085
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RATES AND CHARGES, Continued

SERVICE CHARGES, Continued

VOLUME DISCOUNTS

Company Customers will be eligible for a volume discount to be applied to their long distance portion of their monthly bill above and beyond the already low rates published on this web site. Based on your total long distance charges prior to taxes and other fees a discount to the long distance portion of your monthly bill can be applied according to the following volume discount structure.

Monthly Long Distance Usage Charges	Discount %
\$0.00 - \$999.99	0%
\$1,000.00 - \$3,999.99	15%
\$4000.00 - \$7,999.00	18%
\$8000.00 and above	20%

These discounts will be determined each calendar month and applied to that particular month's bill. Each calendar month's usage stands alone to determine discount level. There is no carry over from month to month to determine volume discounts