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Interstate and International Rates, Terms and Conditions
Original Page 1

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Rates, Terms and Conditions for Interstate and International Services

provided by

NETCARRIER TELECOM, INC.

MARCH 3, 2007

SECTION 1 - TERMS AND ABBREVIATIONS

Account - A Company accounting category containing multiple Customer lines billed to the same Customer at the same address.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this Guide.

Calling Card Call - A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commercial Credit Card Call - A billing arrangement whereby the originating caller may bill the charges for a call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.

Commission - Federal Communications Commission

Company or Carrier - NetCarrier TeleCom, Inc. unless otherwise clearly indicated by the context.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this Guide.

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call to a calling card.

MAY 25, 2007

SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this Guide. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier.

LATA - Local Area of Transport and Access.

LEC - Local Exchange Company.

NetCarrier - Used throughout this Guide to refer to NetCarrier TeleCom, Inc.

Operator Dialed Surcharge - A charge applying to calls made when the user dials "00" only or any valid company operator access code and requests that the operator dial the destination number.

Operator Station Call - A service whereby the caller places a non-Person to Person call with the assistance of an operator (live or automated).

Person to Person Call - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant.

Personal Identification Number (PIN) - See Authorization Code.

Subscriber - The person, firm Customer, corporation or other entity that arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others under the provisions and terms of this Guide.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

United States - The contiguous forty-eight (48) United States and Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam, the Commonwealth of the Northern Marianas Islands (CNMI), and American Samoa.

MARCH 3, 2007

SECTION 2 - BUSINESS POLICIES

2.1 Undertaking of NetCarrier TeleCom, Inc.

The Company provides long distance message telecommunications service to Customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the Customer accesses the Company directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis. Calls to an international country or area, or calls routed through an international country or area, are subject to such restrictions as may be enforced from time to time, by the authorities in that country or area.

The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis, unless otherwise stated in this Guide. Services are available twenty-four (24) hours per day, seven (7) days per week. The Company's services are offered from all originating locations throughout the United States, served by the Company.

2.2 Customer Responsibility

ALL CUSTOMERS ASSUME GENERAL RESPONSIBILITIES IN CONNECTION WITH THE PROVISIONS AND USE OF THE COMPANY'S SERVICE. ALL CUSTOMERS ARE REQUIRED TO REVIEW THE NETCARRIER CUSTOMER SERVICES AGREEMENT FOR A COMPLETE DESCRIPTION OF TERMS AND CONDITIONS OF NETCARRIER'S SERVICES.

2.3 Minimum Service Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified by mutually agreed upon contract. The right is reserved to require a minimum charge in excess of one month's service.

MARCH 3, 2007

SECTION 2 - BUSINESS POLICIES, (CONT'D.)

2.4 Refunds or Credits for Service Outages or Interruptions

- 2.4.1** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. Credits for service outages or interruptions are subject to the regulations listed below.
- 2.4.2** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.4.3** Credit allowances for interruption periods which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in the Customer Service Agreement. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.
- 2.4.4** The Customer shall be responsible for the payment of service charges based upon time and materials for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 2.4.5** For usage sensitive long distance services, credits will be limited to, a maximum, the price of the Initial Period of the individual call that was interrupted plus any per call charges or surcharges required to reconnect the caller.
- 2.4.6** If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

MARCH 3, 2007

SECTION 3 - INTERSTATE SERVICES AND RATES

3.1 General

NetCarrier provides direct dialed outbound, inbound, travel card and access to directory assistance for communications originating and/or terminating within the United States. The Company's services are available twenty-four hours per day, seven days per week. Intrastate service is offered in conjunction with interstate and international service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of NetCarrier's services and network.

The Company does not offer time-of-day discounts, discounts based on call mileage or holiday discounts.

3.2 Timing of Calls

Billing for calls placed over the NetCarrier network is based in part on the duration of the call as follows, unless otherwise specified in this Guide:

- 3.2.1 Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person to Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 The initial and additional billing increments are stated in the description of each service.
- 3.2.4 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, NetCarrier will reasonably issue credit for the call.

MARCH 3, 2007

SECTION 3 - INTERSTATE SERVICES AND RATES, (CONT'D.)

3.3 Interstate Long Distance Directory Assistance

Interstate Long Distance Directory Assistance is available to all NetCarrier Long Distance Customers. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Per Call Charge: \$0.75

MARCH 3, 2007

SECTION 3 - INTERSTATE SERVICES AND RATES, (CONT'D.)

3.4 Operator Services

3.4.1 General

NetCarrier's Operator Assisted Service is available for use by the Company's presubscribed customers. The Company's Operator Assisted Service allows the Customer to select from the special call handling or billing arrangements specified below. Call rates and applicable service charges will be assessed based on the call type (i.e., calling/credit card, collect, third party billed, or person-to-person). Rates are based on mileage, call duration and method of billing. Calls are billed in one minute increments, with additional per call charges reflecting the level of operator assistance and billing method. Operator service charges are not discounted for time of day.

The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to long distance usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to long distance usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

MARCH 3, 2007

SECTION 3 - INTERSTATE SERVICES AND RATES, (CONT'D.)

3.4 Operator Services, (Cont'd.)

3.4.2 Per Minute Usage Charge

Calls from presubscribed Customer locations will be billed at the usage rate applicable to the Customer's rate plan in effect on the line from which service was originated.

3.4.3 Per Call Service Charge

The following per-call charge applies in addition to the per minute usage rates when applicable. This charge applies in all rate periods regardless of call type.

| <u>Call Type</u> | <u>Charge/Call</u> |
|---------------------|--------------------|
| Third-Party Billing | \$1.75 |
| Collect | \$1.75 |
| Calling Cards | \$1.75 |
| Person-to-Person | \$3.50 |
| General Assistance | \$1.75 |

September 30, 2009

SECTION 3 - INTERSTATE SERVICES AND RATES, (CONT'D.)

3.5 Analog Business Service

Interstate Long Distance Service is available to Customers who subscribe to the Company's Analog Business Package and select NetCarrier as their interLATA presubscribed long distance carrier. All terms and conditions applicable to the Analog Business Package, as described in the applicable local exchange tariff, apply. Interstate long distance usage is billed in six-second increments with a six-second minimum billing period. The Customer may select one or more long distance bundles, as described in Section 3.11. Direct dialed or toll-free interstate long distance usage that is not included in a long distance bundle is billed at the standard per minute rate set forth below:

Standard usage rate per minute \$0.375

3.6 TeleSave

TeleSave is a direct dial long distance only product available only to residential customers who subscribe to Verizon for their local telephone service. Calls are billed in 60 second increments with a 60 second minimum billing period.

Interstate rate per minute \$0.045

A fee of \$2.95 will apply in any month in which the customer's monthly charges for this service (intrastate plus interstate) are less than \$20.00.

3.7 BusinessOne®

Interstate Long Distance Service is available to Customers who subscribe to the Company's BusinessOne® Product and select NetCarrier as their interLATA presubscribed long distance carrier. All terms and conditions applicable to the BusinessOne® Product, as described in the applicable local exchange tariff, apply. Interstate long distance usage is billed in six-second increments with a six-second minimum billing period. The Customer may select one or more long distance bundles, as described in Section 3.11. Direct dialed or toll-free interstate long distance usage that is not included in a long distance bundle is billed at the standard per minute rate set forth below:

Standard usage rate per minute \$0.045

SECTION 3 – INTERSTATE SERVICES AND RATES, (CONT'D.)

3.8 Digital T1

Interstate Long Distance Service is available to Customers who subscribe to the Company's Digital T1 Product. Customer who subscribe to the Digital T1 product must subscribe to NetCarrier as their interLATA presubscribed long distance carrier. All terms and conditions applicable to the Digital T1 Product, as described in the applicable local exchange tariff, apply. Interstate long distance usage is billed in six-second increments with a six-second minimum billing period. The Customer may select one or more long distance bundles, as described in Section 3.11. Direct dialed or toll-free interstate long distance usage that is not included in a long distance bundle bundle is billed at the standard per minute rate set forth below, subject to the volume and term pricing discounts.

Standard long distance usage rate per minute \$0.028

SECTION 3 - INTERSTATE SERVICES AND RATES, (CONT'D.)

3.9 ISDN PRI

Interstate Long Distance Service is available to Customers who subscribe to the Company's ISDN PRI Product. Customer who subscribe to the ISDN PRI product must subscribe to NetCarrier as their interLATA presubscribed long distance carrier. All terms and conditions applicable to the ISDN PRI Product, as described in the applicable local exchange tariff, apply. Interstate long distance usage is billed in six-second increments with a six-second minimum billing period. The Customer may select one or more long distance bundles, as described in Section 3.11. Direct dialed or toll-free interstate long distance usage that is not included in a long distance bundle bundle is billed at the standard per minute rate set forth below, subject to the volume and term pricing discounts.

Standard long distance usage rate per minute \$0.028

SECTION 3 - INTERSTATE SERVICES AND RATES, (CONT'D.)

3.10 Teleflex II

Interstate Long Distance Service is available to Customers who subscribe to the Company's Teleflex II Product and select NetCarrier as their interLATA presubscribed long distance carrier. All terms and conditions applicable to the Teleflex II Product, as described in the applicable local exchange tariff, apply. Interstate long distance usage is billed in six-second increments with a six-second minimum billing period. The Customer may select one or more long distance bundles, as described in Section 3.11. Direct dialed or toll-free interstate long distance usage that is not included in a long distance bundle is billed at the standard per minute rate set forth below:

Standard usage rate per minute \$0.035

3.11 Teleflex PRI/CAS T1

Interstate Long Distance Service is available to Customers who subscribe to the Company's Teleflex II Product and select NetCarrier as their interLATA presubscribed long distance carrier. All terms and conditions applicable to the Teleflex II Product, as described in the applicable local exchange tariff, apply. Interstate long distance usage is billed in six-second increments with a six-second minimum billing period. The Customer may select one or more long distance bundles, as described in Section 3.11. Direct dialed or toll-free interstate long distance usage that is not included in a long distance bundle is billed at the standard per minute rate set forth below:

Standard usage rate per minute \$0.035

SECTION 3 - INTERSTATE SERVICES AND RATES, (CONT'D.)

3.12 Long Distance Bundles

Long Distance Bundled service provides customers who are subscribed to one of the Company's business services, as specified in this tariff, with the ability to purchase long distance services in packages or bundles of usage, with volume discounts as the number of minutes in the bundle increases. The minutes of use in the bundle include combined intraLATA minutes, interLATA intrastate, interstate and Toll-Free minutes. International usage is not included in the bundle and must be purchased separately. If the Customer's combined long distance usage exceeds the amount included in the bundle in any given month, the base rate usage prices set forth in the rate schedules for individual products will apply to the overage. The volume discounted long distance rates for individual products are not available when the Customer subscribes to the Long Distance Bundle.

All calls are billed in six (6) minute increments with a six-second minimum.

| Minutes in Bundle* | Monthly Rate | Minutes in Bundle* | Monthly Rate |
|---------------------------|---------------------|---------------------------|---------------------|
| 1,000 | \$ 25.00 | 26,000 | \$ 598.00 |
| 2,000 | \$ 50.00 | 27,000 | \$ 621.00 |
| 3,000 | \$ 75.00 | 28,000 | \$ 644.00 |
| 4,000 | \$ 100.00 | 29,000 | \$ 667.00 |
| 5,000 | \$ 125.00 | 30,000 | \$ 690.00 |
| 6,000 | \$ 150.00 | 31,000 | \$ 620.00 |
| 7,000 | \$ 175.00 | 32,000 | \$ 640.00 |
| 8,000 | \$ 200.00 | 33,000 | \$ 660.00 |
| 9,000 | \$ 225.00 | 34,000 | \$ 680.00 |
| 10,000 | \$ 250.00 | 35,000 | \$ 700.00 |
| 11,000 | \$ 253.00 | 36,000 | \$ 720.00 |
| 12,000 | \$ 276.00 | 37,000 | \$ 740.00 |
| 13,000 | \$ 299.00 | 38,000 | \$ 760.00 |
| 14,000 | \$ 322.00 | 39,000 | \$ 780.00 |
| 15,000 | \$ 345.00 | 40,000 | \$ 800.00 |
| 16,000 | \$ 368.00 | 41,000 | \$ 820.00 |
| 17,000 | \$ 391.00 | 42,000 | \$ 840.00 |
| 18,000 | \$ 414.00 | 43,000 | \$ 860.00 |
| 19,000 | \$ 437.00 | 44,000 | \$ 880.00 |
| 20,000 | \$ 460.00 | 45,000 | \$ 900.00 |
| 21,000 | \$ 483.00 | 46,000 | \$ 920.00 |
| 22,000 | \$ 506.00 | 47,000 | \$ 940.00 |
| 23,000 | \$ 529.00 | 48,000 | \$ 960.00 |
| 24,000 | \$ 552.00 | 49,000 | \$ 980.00 |
| 25,000 | \$ 575.00 | 50,000 | \$1,000.00 |

**Minutes are per month and do not roll over from month to month. Minutes will be added to the minutes included in the product.*

SECTION 4 - INTERNATIONAL SERVICES AND RATES

4.1 Direct Dial International Rate Plans

4.1.1 General

Direct Dial International Rate Plans allow NetCarrier Customers to complete direct dial international calls from the United States to foreign locations.

Calls are billed in sixty (60) second increments after the initial minimum period of sixty (60) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive. This service is offered on a month to month basis. No minimum commitment is required.

An International Dialing Plan request form must be obtained from NetCarrier, signed and returned to enable International Dialing.

4.1.2 Rates

To obtain the latest International rates please contact Sales or your Telecom Systems Agent. International Rates Are subject to change and may be updated regularly.

4.1 Direct Dial International Rate Plans (Cont'd.)

4.1.3 International Toll Fraud, Charges and Liabilities

Customer is responsible for all Charges incurred for all calls placed by or through Customer telecommunications equipment by any person, even if such Charges are incurred by fraud or without Customer knowledge. Customer is responsible for controlling access to and the use of Customer telecommunications equipment, including equipment managed by a customer vendor, and related facilities. NetCarrier shall have no liability for fraudulent calling made over such telecommunications equipment and facilities. As a preventative measure NetCarrier may block International, Non-Continental U.S. and Interstate Long Distance access if possible fraudulent use of customer telecommunications equipment is detected. However, NetCarrier does this only as a courtesy and assumes no liability or responsibility for any fraudulent use of customer telecommunications equipment or for the monitoring of customer telecommunications equipment as a result of this courtesy. All charges due from Customer are payable to NetCarrier in immediately available U.S. dollars. We also reserve the right to establish a credit limit for International, Non-Continental U.S. and Interstate Long Distance calling. The default limit for commercial service is \$100.00 for International Calls (including non-Continental U.S.) and \$500.00 for Interstate Calls unless otherwise defined in the Customer Service Agreement or by written Addendum to the agreement between Customer and NetCarrier. Exceeding this limit, whether by intent or as a result of fraudulent use of Customer facilities and equipment, can result in termination without prior notice of those specific services until Customer has paid the full amount owed for those services. NetCarrier has the right to make changes to these conditions at any time and without prior notice so long as they are consistent with applicable laws and regulations.

MARCH 3, 2007

SECTION 5 -MISCELLANEOUS CHARGES

5.1 Taxes and Fees

- 5.1.1 State and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this RTC, but shall be listed as separate line items on the Customer's bill.
- 5.1.2 To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 5.1.3 Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.
- 5.1.4 The Company may adjust its rates or impose additional rates on its Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), Emergency 911, Telecom Relay Services, and compensation to pay telephone service providers for the use of their pay telephones to access the Company's services.

SECTION 5 -MISCELLANEOUS CHARGES, (CONT'D.)

5.2 Universal Service Fund

In connection with the FCC's Universal Service Orders, the Company will pay a percentage of its retail revenues to support the Universal Service Fund (USF). The Company will pass-through the USF assessment to its customers by assessing a charge applicable to all retail interstate and international charges, including usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Company's service. The Company's Universal Service Fee factor will match the relevant quarterly Universal Service Contribution Factor approved by the FCC rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at <http://www.fcc.gov/omd/contribution-factor.html>.

5.3 PIC Change Charge

Nonrecurring Charge per Change: \$5.00

5.4 Federal Subscriber Line Charge

The Company recovers some of the costs of the telephone line or trunk connected to the customer's premises through a monthly charge called the Federal Subscriber Line Charge. The Federal Subscriber Line Charge is a monthly, flat-rated charge assessed to end users for each local exchange service line or trunk. The Federal Subscriber Line Charge is based on a monthly snapshot of end user accounts. No fractional debits or credits will be created.

| Service | Monthly Rate |
|-------------------------|-------------------------|
| Analog Business Package | \$6.45 per line |
| Digital T1 | \$32.25 per arrangement |
| ISDN PRI | \$32.25 per arrangement |
| Teleflex II | \$6.45 per line |
| Teleflex-PRI/CAS-T1 | \$32.25 per arrangement |

MARCH 3, 2007

SECTION 5 -MISCELLANEOUS CHARGES, (CONT'D.)

5.5 Local Number Portability Surcharge (LNP)

The Company will assess a monthly number-portability charge to end users served by LNP-capable switches. The charge applies, for a period no longer than five years, to Company's end users served by LNP-capable switches. The monthly charge is assessed, as determined by the Company, to all end users or resellers of local exchange service.

| Service | Monthly Rate |
|-------------------------|------------------------|
| Analog Business Package | \$0.23 per line |
| BusinessOne® | \$0.23 per line |
| Digital T1 | \$1.15 per arrangement |
| ISDN PRI | \$1.15 per arrangement |
| Teleflex II | \$0.23 per line |
| Teleflex-PRI/CAS-T1 | \$1.15 per arrangement |

November 1, 2016

SECTION 5 - MISCELLANEOUS CHARGES, (CONT'D.)

5.6 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access The Company service and is unrelated to the Company service accessed from the pay telephone.

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

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

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call: \$0.30

5.7 Regulatory Recovery Fee

The Regulatory Recovery Fee is intended to partially offset certain costs for regulatory expenses incurred by the Company in providing voice services. The fee is assessed on a per line basis. This fee is not a tax, nor is it a governmentally required fee. The components used to calculate the fee are subject to change as the costs of government mandates and programs change.

| Service | Monthly Rate |
|-------------------------|------------------------|
| Analog Business Package | \$1.13 per line |
| BusinessOne® | \$1.13 per line |
| Digital T1 | \$5.65 per arrangement |
| ISDN PRI | \$5.65 per arrangement |
| Teleflex II | \$1.13 per line |
| Teleflex-PRI/CAS-T1 | \$5.65 per arrangement |

5.8 Access Recovery Charge

The Access Recovery Charge or “ARC” is a gradual, measured, monthly charge adopted by the Federal Communications Commission (FCC). This multi-year transition fee is just one part of the Inter Carrier Compensation (ICC) Reform. The Access Recovery Charge is designed to recover increased network costs for access circuits used to provide service to customers. Overall, the ICC Reform is to facilitate a continued investment in the broadband infrastructure.

| Service | Monthly Rate |
|-------------------------|-------------------------|
| Analog Business Package | \$2.50 per line |
| BusinessOne® | \$2.50 per line |
| Digital T1 | \$12.50 per arrangement |
| ISDN PRI | \$12.50 per arrangement |
| Teleflex II | \$2.50 per line |
| Teleflex-PRI/CAS-T1 | \$12.50 per arrangement |

MARCH 3, 2007

SECTION 6 - PROMOTIONS