

Specialized Common Carrier Service

Regulations and Rates

of

SPECTROTEL, INC.

This Products and Services Agreement (PSA) includes the rates, charges, terms, and conditions of service for the provision of switched interstate telecommunications services by Spectrotel, Inc. (Spectrotel) between locations within the United States.

This PSA is posted pursuant to 47 CFR Section 42.10.

CHECK SHEET

The Title Page and pages listed below of this PSA are effective as of the date shown. Revised sheets contain all changes from the original PSA that are in effect as of the date indicated.

<u>PAGE</u>	<u>REVISION</u>
Title	Original
1	Sixth
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Second
14	Second
15	Original
16	First
17	Original
18	Original
19	First
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Second
28	Original
29	Original
30	Original
31	Original
32	Original

*

TABLE OF CONTENTS

Original Title Page Cover

Check Sheet 1

Table of Contents 2

Explanation of Symbols 3

Explanation of Abbreviations 4

Definitions 5

Rules and Regulations..... 7

Service Description and Rates 22

Promotions 32

Contract Services 33

EXPLANATION OF SYMBOLS

- (C)** To signify changed listing, rule, or condition which may affect rates or charges.
- (D)** To signify discontinued material, including listing, rate, rule, or condition.
- (I)** To signify an increase.
- (M)** To signify material relocated from or to another part of PSA schedule with no change in text, rate, rule or condition.
- (N)** To signify new material including listing, rate, rule or condition.
- (R)** To signify reduction.
- (S)** To signify reissued material.
- (T)** To signify change in wording of text but not change in rate, rule, or condition.

EXPLANATION OF ABBREVIATIONS

- LATA** Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
- LEC** Local Exchange Company.
- NECA** National Exchange Carriers Association.

SECTION 1 - DEFINITIONS

Access Line - An arrangement which connects the Customer's telephone to a Spectrotel designated switching center or point of presence.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this PSA. The Customer remains responsible for payment of services.

Commission - Federal Communications Commission.

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

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's PSA.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Pre subscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Initial And Additional Period - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

Premises - The physical space designated by the Customer for the termination of the Company's service.

SECTION 1 - DEFINITIONS, (CONT'D.)

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Spectrotel - used throughout this PSA to refer to Spectrotel, Inc.

Subscriber - See Customer.

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.

Travel Card Call - A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800", or other access code dialing sequence.

United States - The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Spectrotel, Inc.

Spectrotel services and facilities are furnished for communications originating within the United States under terms of this PSA. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Spectrotel arranges for installation, operation, and maintenance of the communications services provided in this PSA for Customers in accordance with the terms and conditions set forth under this PSA. Spectrotel may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer.

2.2 Use

Services provided under this PSA may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Limitations

- 2.3.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this PSA. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this PSA.
- 2.3.2** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this PSA, or in violation of the law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will be liable for errors in transmission or for failure to establish connection.
- 2.3.4** The company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by Spectrotel in its reasonable judgment.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Assignment or Transfer

All service provided under this PSA is directly or indirectly controlled by the Company and neither the Customer nor the Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this PSA shall apply to all such permitted transferees or assignees, as well as all conditions of service.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability

- 2.5.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount to the charges applicable under this PSA (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.5.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause of foresee ability thereof.
- 2.5.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability, (cont'd.)

- 2.5.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breached or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.
- 2.5.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability, (cont'd.)

2.5.6 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

- (a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or serviceman arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;
- (b) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment, apparatus or systems of the Customer; and
- (c) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) monthly unless otherwise specified in this PSA or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Billing and Payment for Service

2.7.1 Responsibility for Charges

Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this PSA.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company.

2.7.2 Account Maintenance Fee

The Account Maintenance Fee is a monthly charge per account assessed to the end user for costs associated with activation and maintaining a customer's account. This fee covers the cost related to the setup of customers account, ongoing account billing and maintenance, account administration, security, privacy, record maintenance and tax administration.

Per Account, Per Month \$2.75

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Billing and Payment for Service, (cont'd.)****2.7.2 Payment for Service**

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.7.2.1 Paper Statement Fee

(C)

Customers will be given the option to select electronic billing through the Internet on a non-discriminatory basis. Customers who do not elect to receive offered electronic billing will be subject to a monthly paper bill fee.

Residential Accounts	Up to Two Business Lines	Three or more Business Lines
\$1.75 (I)	\$2.25 (I)	\$3.00 (I)

2.7.3 Late Payment Fees

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance.

2.7.4 Return Check Charge

The Company reserves the right to assess a return check charge of \$25.00 whenever a check or draft presented for payment is not accepted by the institution upon which it is written.

2.7.5 Local Connectivity Fee

The Local Connectivity Fee offsets increased costs from incumbent local exchange carriers. The fee is \$.35 per telephone line.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Deposits**

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall not exceed two (2) months estimated usage, may vary with the Customer's credit history and projected usage, and be collected and maintained in accordance with Commission rules. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.9 Advance Payments

For Customers whom the Company determines an advance payment is necessary, Spectrotel reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advanced payment may be collected for the next month, if necessary.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)
2.10 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes and fees in addition to the normal rates and charges for services provided to the customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Such taxes and fees are in addition to rates as quoted in this PSA.

2.10.1 Regulatory Administrative Fee

The Regulatory Administrative Fee (RAF) is a monthly charge per line assessed to the end user for costs associated with regulatory proceedings and filings, compliance with regulatory orders and mandates, and administration of federally mandated taxes and surcharges.

Residential or Business	Multiline Business	Centrex
per line or trunk	per line or trunk	per station
\$3.43	\$3.43	\$3.43

2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expenses of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Spectrotel's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Interconnection

2.12.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.12.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this PSA and the other common carrier's tariffs or tariff equivalents.

2.13 Inspection, Testing and Adjustment

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this PSA are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Credit Allowances for Interruption of Service

Credit allowances for interruption of service which are not due to the Company's inspection or testing, 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 this PSA.

It shall be the obligation of the Customer to notify the 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.

For purposes of credit computation every month shall be considered to have 30 days. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula

$$\text{Credit} = A/30 \times B$$

A = outage time in days.

B = total monthly charge for affected service.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation by the Customer

The Customer may have service canceled or discontinued upon 30 days notice to the Company. Customers terminating service prior to the expiration of the thirty (30) day notice period will not receive a prorated refund of fixed or recurring monthly charges which are billed in advance.

2.16 Refusal or Discontinuance by the Company

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.16.1 For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.

2.16.2 For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempt at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

2.16.3 For Lack of Use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after sixty (60) days the service has not been used.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Refusal or Discontinuance by the Company, (cont'd.)

2.16.4 For any violation of law or of any of the provisions governing the furnishing of service under this PSA. The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

2.16.5 For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.16.6 For unauthorized or unlawful use of Travel Service numbers and Authorization Codes: Travel Service numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice.

2.17 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.18 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

2.18.1 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

2.18.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

2.18.3 The requirements of 2.18.1 and 2.18.2 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES**3.1 General**

Spectrotel provides direct dialed outbound service, inbound service, travel card and access to directory assistance for communications originating and terminating within the United States under the terms of this PSA.

Direct dial service is offered from originating locations within the mainland United States. Calls may be placed to locations within the mainland United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

In-bound toll-free service is available to Customers served from locations within the mainland United States. Originating locations for calls placed to the Company's toll-free number service must be within the mainland United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

When a Customer elects to use the Company's Travel Service, calls may be initiated from any location within the United States from which the caller can dial the appropriate access code(s) and may be placed to any location within the mainland United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

Customers are billed based on their use of Spectrotel's network and services. Charges may vary by service offering, mileage band, class of call, time of day, day of week, and/or call duration.

Customers that subscribe to the Company's unlimited local and unlimited regional calling services are eligible for unlimited long distance calling service. Qualifying customers can have no more than 25 lines per account and a maximum of 10 lines are eligible for unlimited long distance plans. Unlimited long distance plans are for reasonable business calling patterns and are not available for use with modems, dialers, voice message broadcasting, broadcast faxing or marketing activity. Call centers, telemarketers, and certain marketing companies are not eligible for unlimited long distance on any telephone line.

Long distance usage in excess of 3,000 minutes per bill cycle is considered marketing activity and noncompliant with the regulations of the service. Overage above 3,000 minutes will be billed at \$0.15 per minute or at the prevailing interstate rate for business customers, whichever is lower. The Company reserves the right to terminate a Customer's Unlimited Local Usage, Unlimited Toll, or Unlimited Long Distance plan for use with non-voice traffic, marketing activity or excessive usage without notice. Regulations for unlimited local and unlimited regional calling can be found in the Company's individual state tariffs.

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.2 Timing of Calls

Billing for calls placed over the Spectrotel network is based in part on the duration of the call as follows, unless otherwise specified in this PSA.

- 3.2.1** Call timing begins when the called party answers the call (i.e., when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3** For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this PSA.
- 3.2.4** For billing purposes, usage after the initial period varies by service and is specified by product or option in subsequent sections of this PSA.
- 3.2.5** The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an uncompleted call, Spectrotel will reasonably issue credit for the call.

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.3 Rate Periods

The Company does not offer time-of-day discounts.

3.4 Calculation of Distance

The Company does not offer mileage-sensitive services.

3.5 Holidays

The Company does not offer Holiday discounts.

SECTION 3 - SERVICE DESCRIPTION RATES, (CONT'D.)

3.6 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 Company services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company 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 reoriginated 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: \$0.54

SECTION 3 - SERVICE DESCRIPTION RATES, (CONT'D.)

3.7 Carrier Access Fee

The Carrier Access Fee is a per line monthly charge applicable to all lines or trunks that are presubscribed to the Company or the Company's underlying carrier(s), regardless of the particular service option selected by the Customer.

Monthly, Per Line or Trunk	\$ 4.31
----------------------------	---------

¹Calls to CNMI are billed in whole minute increments.

SECTION 3 - SERVICE DESCRIPTION RATES, (CONT'D.)**3.8 Interstate Switched Service****3.8.1 Interstate Switched Service**

Interstate Switched Service is an outbound calling plan available to Customers who presubscribe to the any one of the Company local exchange services. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

Per Minute Rate: \$0.15

3.8.2 Unlimited Long Distance Calling

Interstate Switched Service is an outbound calling plan available to Customers who presubscribe to the Company's unlimited local exchange services. Unlimited long distance does not include Calling Card, Directory Assistance, Extended Domestic (Hawaii, Alaska, USVI, PR) North American Numbering Plan calls (Mexico and Canada), or international calls.

Monthly Recurring Charge: \$29.99

3.8.2 Carrier Cost Recovery Surcharge

The Carrier Cost Recovery Surcharge (CCRS) is a monthly charge per line assessed to the end user for carrier access charges and expenses.

Residential or Business	Multiline Business	Centrex
per line or trunk	per line or trunk	per station
\$2.50 (I)	\$2.50 (I)	\$2.50 (I)

*Centrex arrangements of 9 or fewer lines will be billed at the Multiline Business rate for each arrangement.

SECTION 3 - SERVICE DESCRIPTION RATES, (CONT'D.)**3.9 Toll Free Services****3.9.1 Switched Toll Free**

Switched Toll Free is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments after a minimum call duration for billing purposes of eighteen (18) seconds. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

Rate Per Minute:	\$0.15
Monthly Recurring Charge:	\$10.00

3.9.2 Switched Toll Free Directory Listing Service

Switched Toll Free Directory Listing Service is available to Customers who require a directory listing of their toll free number. The customer will pay a per number charge each time the Customers toll free number is requested and provided. There is a monthly recurring charge for each Toll Free Directory Listing and a non-recurring charge to establish each listing.

Toll-Free Directory Assistance Charges:	NRC	MRC
Directory Assistance Listing Implementation	\$ 15	\$ - 0 -
Directory Assistance Listing per Toll-Free Number	\$ - 0 -	\$ 15

Toll Free Directory Assistance Usage Charges:	Charge Per Call
Per Toll-Free Number Provided - Automated	\$ 1.25
Per Toll-Free Number Provided – Via Operator	\$ 2.00
Per Toll-Free Number Provided – Via Directory Express	\$ 0.75
Per Toll-Free Number Provided – Via Internet Website	\$ 0.90

SECTION 3 - SERVICE DESCRIPTION RATES, (CONT'D.)

3.10 Calling Card Service

Calling Card Service is available to Customers for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate location. Calls are billed in sixty (60) second increments after an initial period for billing purposes of sixty (60) seconds. A one-time card set-up fee applies. There is no per call charge.

Rate Per Minute: \$0.12

Set-up Fee: \$0.50

SECTION 3 - SERVICE DESCRIPTION RATES, (CONT'D.)

3.11 Directory Assistance

Directory Assistance is available to Spectrotel Customers. 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: \$2.50

SECTION 4- PROMOTIONS

4.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

4.2 Promotions - General

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

SECTION 5- CONTRACT SERVICES**5.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this PSA. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or non recurring charges, charged for specially designed and constructed services not contained in the Company's general services offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.