

TTI NATIONAL, INC.

KENTUCKY LONG DISTANCE CATALOG SCHEDULE NO. 1

FOR

RESIDENTIAL AND SMALL BUSINESS CUSTOMERS

This Catalog Schedule contains the rates and conditions applicable to Intrastate Interexchange Telecommunications Services between and among the points listed herein within the State of Kentucky.

EFFECTIVE 7/1/08

Effective June 1, 2006, TTI National, Inc. (TTI) will no longer offer long distance service to new customers. Effective October 12, 2006, customers currently subscribed to TTI long distance service will no longer be able to move, add to, or make changes to their service.

CHANGE SHEET

This sheet details the most recent revisions made to this Catalog Schedule.
Any questions regarding this Catalog Schedule, please call 1-866-665-7586.

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APPLICABILITY

This Catalog Schedule contains the regulations, rates and charges applicable to the provision of Interexchange telecommunications service by TTI National, Inc., for the use of Customers transmitting messages within the State of Kentucky.

Effective August 1, 2001, pursuant to the direction of the Federal Communications Commission (FCC), TTI National canceled its federal Catalog Schedules for services with certain exceptions, including those pertaining to exchange access, casual calling, and basic long distance service during a 45-day period for customers who sign up for TTI National service with a Local Exchange Carrier (LEC). International services for Residential and Small Business customers also remained Catalog Scheduled through January 27, 2002. Also, beginning August 1, service descriptions, definitions, terms and conditions, and pricing for state-to-state services no longer federally Catalog Scheduled may be found at <http://www.ttinational.com> or by calling 1-800-893-5094.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access Line: A facility arrangement which connects the Customer's location to a Company network switching center.

Account Code: A series of digits entered by the caller to associate the telephone call with a particular department, cost center, or client. A non-verified Account Code will be accepted if it contains the proper number of digits. A verified Account Code will only be accepted if it can be matched with a number on the list of valid Account Codes provided by the Customer.

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. Multiple authorization codes may be assigned to identify individual users on the account.

Carrier or Company: TTI National, Inc.

Conversation Minutes: For billing purposes calls are billed based on conversation minutes, which begin when the called party answers and end when the calling party disconnects.

Customer or Subscriber: The person, company, firm, corporation, or other entity which orders or uses service and is therefore responsible for the payment of charges due and compliance with the Company's regulations.

Day: From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Non-Day – All hours other than those included in the Day period as indicated above.

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

Night/Weekend: From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

ENW: A combined rate period, encompassing the hours of both the Evening and Night/Weekend rate periods, as defined herein.

Off Peak: The period of time during any given day that begins at 5:01 PM and ends at 7:59 AM. This period is specified to categorize charges for communications usage.

Peak: The period of time during any given day that begins at 8:00 AM and ends at 5:00 PM. This period is specified to categorize charges for communications usage.

POP: A point-of-presence of the underlying carrier within the state or LATA.

Service: Service means any or all service(s) provided pursuant to this Catalog Schedule.

Underlying Carrier: The carrier that furnishes switches and transmission facilities for the carriage of the customer services upon the order of TTI National, Inc.

SECTION 2 - RULES AND REGULATIONS

2.1. Undertaking of the Carrier

- 2.1.1 Service is furnished for telecommunications originating at specified points within the State of Kentucky under the terms and conditions of this Catalog Schedule.
- 2.1.2 Carrier shall install, operate, and maintain Service provided hereunder in accordance with the terms and conditions set forth in this Catalog Schedule.
- 2.1.3 Carrier neither owns nor operates telecommunications facilities within the State of Kentucky, but rather resells telecommunications services provided by other carriers. Notwithstanding the foregoing, Customer shall be considered a customer of Carrier, and not a customer of any other carrier.
- 2.1.4 Carrier may, when authorized by Customer, act as Customer's agent for ordering dedicated Access Lines or facilities provided by other carriers to allow connection of Customer's locations to the network of an underlying carrier. Customer shall be responsible for all charges due for such service arrangements.
- 2.1.5 Service is provided on a monthly basis unless ordered on a longer term basis, and is available twenty-four (24) hours per day, seven (7) days per week.

2.2. Limitations On Service

- 2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment, and subject to the provisions of this Catalog Schedule.
- 2.2.2 Carrier reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when the Customer is using the Service in violation of the provisions of this Catalog Schedule or in violation of the law, or for non-payment by Customer.
- 2.2.3 Service provided under this Catalog Schedule is directly controlled by Carrier, and Customer may not transfer or assign the use of Service, except with the prior written consent of Carrier. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this Catalog Schedule, as well as all conditions for Service, shall apply to all such permitted assignees or transferees.
- 2.2.4 Service may not be used for any unlawful purpose.

2.3. Limitation of Liability

- 2.3.1 Carrier's liability shall be limited to damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service, and not caused by mistakes or errors of Customer. No liability shall commence prior to activation of service. In no event shall such liability exceed an amount equivalent to the proportionate charge to Customer for the period during which the aforementioned faults in transmission occur.
- 2.3.2 Carrier shall not be liable for, and Customer indemnifies and holds Carrier harmless from, any and all losses, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by Customer or by any other party, for any personal injury to, or death of, any person or persons, for any loss, damage, defacement or destruction of the premises of Customer or any others, or for libel, slander, invasion of privacy, or infringement of copyrights or patents, or for any other causes, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use including, but not limited to, use in an explosive atmosphere of its Service or facilities, of the service, channels or equipment of others, provided that such occurrence is not the result of Carrier's negligence. No agents or employees of other carriers shall be deemed to be agents or employees of Carrier.
- 2.3.3 The Carrier 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 which are transmitted or carried over Carrier's network without the authorization of Customer. The Customer shall be fully liable for all such usage charges.

2.4. Cancellation of Service by Customer

Without incurring any liability, Carrier may under the following conditions cancel Service prior to commencement or discontinue Service that is being furnished, provided that, unless otherwise stated, Customer shall be given fifteen (15) days written notice of such cancellation or discontinuance of service.

- 2.4.1 For noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation, provided that lesser notice may be required by order of such regulatory authorities.
- 2.4.2 For Customer's refusal to provide reasonable access to Carrier or its agents for the purpose of inspection and maintenance of equipment owned by Carrier.
- 2.4.3 For noncompliance with any of the provisions of this Catalog Schedule governing Service.
- 2.4.4 For nonpayment of any sum due Carrier for more than thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service.
- 2.4.5 Without notice, in the event of Customer's use of equipment in such a manner as to adversely affect Carrier's equipment or Service to others.
- 2.4.6 Without notice, in the event of unauthorized or fraudulent use of Service. Whenever Service is discontinued for unauthorized use of Service, Carrier may, before restoring Service, require Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate unauthorized use and to pay to carrier an amount reasonably estimated by Carrier as the loss in revenues to Carrier resulting from such unauthorized use plus claims lodged against Carrier by third parties.
- 2.4.7 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction that prohibits Carrier from furnishing Service to Customer.

2.5 Cancellation or Termination of Service by Customer

- 2.5.1 Customer may cancel Service by giving notice to Carrier up to the day Service is scheduled to commence.
- 2.5.2 If Customer orders Service which requires special construction or facilities for Customer's use, and then cancels its order before Service begins, a charge shall be made to Customer for the non-recoverable portions of the expenditures or liabilities incurred on behalf of Customer by Carrier.
- 2.5.3 Customer may terminate Service by giving thirty (30) days prior written notice, provided that Customer shall be responsible for all charges incurred to the date of termination, including, but not limited to, all charges to Carrier by other carriers for Service provided to Customer, including, but not limited to, termination charges.

2.6 Restoration of Service

The use and restoration of Service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

2.7 Payment and Billing

- 2.7.1. Service is provided and billed on a monthly basis. Usage sensitive charges are billed in arrears and fixed monthly recurring charges, if any, are billed one month in advance.
- 2.7.2. Bills are due and payable upon receipt. Interest at the lesser of a rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, will be charged on any amount which remains unpaid after thirty (30) days from the delivery of an invoice to the custody of the U.S. Mail or other standard delivery service.
- 2.7.3. The security of the Customer's Authorization Codes is the responsibility of the Customer. All calls placed using the Customer's Authorization Codes or using facilities owned or controlled by the Customer will be billed to and must be paid by the Customer.
- 2.7.4. The Company reserves the right to examine the credit record of an applicant or Customer. A Customer whose service has been discontinued for non-payment of bills will be required to pay any unpaid balance due to the Company before service is restored.
- 2.7.5. If notice from Customer of a dispute as to charges is not received in writing by Carrier within thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service, the billing will be considered correct and binding.

2.8 Deposits

Carrier does not require or collect deposits from customers.

2.9 Advance Payments

Carrier does not require or collect advance payments for usage sensitive charges from Customers. Fixed monthly recurring charges shall be billed by Carrier to Customer no more than one (1) month in advance.

2.10 Taxes

Service may be subject to state and/or local taxes at the prevailing rates, if Service originates and terminates in the State of Kentucky. All such taxes (e.g., gross receipts tax, sales tax, and municipal utilities tax) are listed as separate line items on the Customer's invoice and are not included in the rates and charges listed herein.

2.11. Terminal Equipment

Service may be used with or terminated in Customer-provided communications systems, such as a PBX or key telephone system. Such terminal equipment shall be furnished and maintained at the expense of the providing Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.12. Interconnection

Service furnished by Carrier may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

2.13. Inspection, Testing and Adjustment

2.13.1 Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether Catalog Schedule requirements are being complied with in the installation, operation, and maintenance of Customer's or Carrier's equipment. Carrier may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.

2.13.2 Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier by Customer for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to Carrier.

2.13.3 Carrier shall not be liable to Customer for any damages for Service interruption pursuant to this Section. Customer shall not be entitled to any credit for interruption of Service pursuant to this Section when the interruption of Service is less than two (2) consecutive hours.

2.14. Interruption of Service

2.14.1 Customer shall be given a credit allowance for any interruption of Service which is not due to (a) Carrier's inspection, testing or adjustment, if for a period of two (2) hours or less; (b) mistakes or errors of Customer; or (c) the failure of facilities or equipment provided by Customer. Credit allowances shall be subject to the general liability provisions set forth in Section 2.3 herein. It shall be the obligation of Customer to notify Carrier immediately of any interruption of Service for which a credit allowance is desired. Before giving such notice, Customer shall ascertain that the trouble is not being caused by action or omission of Customer, or is not in facilities or equipment, if any, furnished by Customer and connected to Carrier's facilities.

2.14.2 For the purposes of credit computation, every month shall be considered to have seven hundred twenty (720) hours.

2.14.3 No credit shall be allowed for any interruption of Service of a continuous duration of less than two (2) hours.

2.14.4 Customer shall be credited for an interruption of Service of thirty (30) minutes or more at the rate of 1/720th of the monthly non-usage sensitive charges for the Service affected for each half hour or major fraction thereof that the interruption continues. The formula for calculating credit shall be as follows:

$$\text{Credit} = \frac{A}{720} \times B$$

“A” = Outage time in hours

“B” = Total monthly fixed, non-usage sensitive charge for affected facility

SECTION 3 – DESCRIPTION OF SERVICE

3.1 Availability of Service

Carrier offers resold interexchange telecommunications service to any person or company within its service area who desires to be a Customer, subject to the terms and conditions of this Catalog Schedule. Service is available twenty-four (24) hours per day, seven (7) days per week.

3.2 Timing of Calls

3.2.1 Usage sensitive charges are based on the actual usage of Carrier’s network. Such charges are measured in Conversation Minutes.

3.2.2 Chargeable time for Customer shall begin when the called party answers, as determined by hardware answer supervision, provided that such capabilities are available from the local telephone company. If hardware answer supervision is not available, then Carrier will employ software answer supervision, and up to sixty (60) seconds of ringing will be allowed before billing. Chargeable time for a call shall end upon disconnection by either party.

3.2.3 The initial period (minimum call duration) for billing purposes varies by service offering and is indicated in Section 4.2.

3.2.4 Unless otherwise specified in this Catalog Schedule, usage for billing purposes is measured and rounded to the next higher six (6) second increment after the initial period.

3.2.5 No charges apply for incomplete calls. If Customer believes it has been incorrectly billed for an incomplete call, Carrier shall, upon notification, investigate the circumstances of the call and issue a credit when appropriate.

3.3 Service Offerings

Applicable rate schedules for the following services are provided in Section 4 – Rates.

3.3.1 Dial Access Business Service

Dial Access Business Service is a time-of-day outbound long distance service. Dial Access Business Service Customers utilize Feature Group D access.

3.3.2 Dial Access Business Service Plus

Dial Access Business Service is a flat-rated (not time-of-day banded) outbound long distance service. Dial Access Business Service Customers utilize Feature Group D access.

3.3.3 Dial Access Business Service Carrier Specific

Dial Access Business Service Carrier Specific is an outbound long distance service using a specified underlying carrier.

3.3.4 Dedicated Access Business Service

Dedicated Access Business Service is a flat rated (not time-of-day banded) outbound long distance service offered to business customers. Dedicated Access Business customers utilize dedicated Access Lines to connect the underlying carrier's POP to customer's premises.

3.3.5 Dedicated Access Business Service Carrier Specific

Dedicated Access Business Service is an outbound long distance service provided through a specific carrier that is offered to business Customers. Dedicated Access Business Service Customers utilize dedicated Access Lines. Dedicated Access Business Service Carrier Specific is an outbound long distance service using a specified underlying carrier.

3.3.6 Dial Access 800 Service

Dial Access 800 Service is a flat-rated (not time-of-day banded) inbound long distance service offered to business Customers. Dial Access 800 service calls are terminated over Customer's local telephone line.

3.3.7 Dial Access 800 Service Carrier Specific

Dial Access 800 Service is an inbound long distance service offered to business Customers. Dial Access 800 Service calls are terminated over the Customer's local telephone lines. Dial Access 800 Service Carrier Specific is a long distance service using a specified underlying carrier.

3.3.8 Dedicated Access 800 Service

Dedicated Access 800 Service is a flat-rated (not time-of-day banded) inbound long distance service offered to business Customers. Dedicated Access 800 service calls are terminated over dedicated Access Lines from the underlying carrier's POP to Customer's premises.

3.3.9 Dedicated Access 800 Service Carrier Specific

Dedicated Access 800 Service is an inbound long distance service offered to business Customers. Dedicated Access 800 service calls are terminated over dedicated Access Lines. Dedicated Access 800 Service Carrier Specific is a long distance service using a specified underlying carrier.

3.3.10 Travel Card Service

Travel Card Service is an outbound long distance service offered to both residential and business customers. This service allows customers to place calls from locations other than their primary service location using a specific access code.

3.3.11 Travel Card Service Carrier Specific

Travel Card Service is an outbound long distance service offered to both residential and business customers. This service allows customers to place calls from locations other than their primary service location using a specific access code. Travel Card Service Carrier Specific is an outbound long distance service using a specified underlying carrier.

3.3.12 Combined Business Calling Plan Service

Combined Business Calling Plan Service is an outbound, inbound (800) and travel card service. The Combined Business Calling Plan contains two options: Option A is geared towards residential and small business customers; and Option B is geared towards medium-sized business customers. Applicable rate schedules for Combined Business Calling Plan Service are provided in Section 4 – Rates and Charges.

3.3.13. Business Benefit Service

Business Benefit Service offers a unified service for single or multi-location customers using switched and toll-free (in-WATS) termination. The Business Benefit Service package includes the availability of outbound and inbound (toll free).

Business Benefit Switched Outbound Access Service is billed in six-second increments and is rounded to the next higher six-second increment with an eighteen-second per call minimum. Business Benefit Switched Inbound Access Service is billed in six (6) second increments and is rounded to the next higher six (6) second increment with an eighteen (18) second per call minimum; International, Business Benefit Service is billed in six (6) second increments and is rounded to the next higher six (6) second increment with a thirty (30) second per call minimum. All fractional per call charges will be rounded to the nearest whole cent.

3.3.14. Wholesale Affinity Program

The Wholesale Affinity Program is a benefit package which allows individual users who are members of participating business entities to take advantage of the following per minute rates:

Outbound and Inbound Switched Voice Service: \$0.1050

Calls will be billed in six-second increments and rounded to the next higher six-second increment with an eighteen-second per call minimum. All fractional per call charges will be rounded to the nearest whole cent.

Customers who select direct billing via credit card will receive the Calling Card per minute rate, all other Customers will receive the Standard Calling Card per minute rate.

Calling Card Service	\$0.1450
Standard Calling Card Service	\$0.1600

Calling Card calls will be billed in six-second increments and rounded to the next higher six-second increment with a sixty-second per call minimum. All fractional per call charges will be rounded to the nearest whole cent.

3.3.15 Business Benefit Term Plan

The Business Benefit Term Plan is a term plan, in lieu of all other Catalog Scheduled term plans. This plan is only available to customers subscribing to Business Benefit Service.

Customers who subscribe to service via the Business Benefit Term Plan are subject to the following conditions:

3.3.15.1 Definitions of Terms: For purposes of the Business Benefit Term Plan, the following definitions apply.

Qualifying Volume is the customer's total usage of the following, after the application of promotional and other discounts: domestic and international inbound; outbound; Card. Charges for the following are not included as Qualifying Volume and are not calculated in satisfaction of the Business Benefit Term Plan volume commitment: Directory Assistance usage and surcharges; recurring and non-recurring charges; Operator Assisted usage and surcharges; monthly recurring and non-recurring charges; and taxes.

3.3.15.2 Term Commitment and Renewal Options: A customer must commit to service for a term of either month-to-month, one or two years. The term of service will commence with the provisioning of service following the execution of the Business Benefit Term Plan agreement. A plan will automatically renew for an equivalent term and volume commitment upon expiration of its term, unless the customer provides written notification to cancel the Business Benefit Term Plan, which must be received by no more than 30 days after expiration of the existing term. If the customer cancels the existing term plan within 30 days after expiration of the existing term, the customer will receive the discounts for which the customer qualifies during the 30-day period following the expiration of the existing term of service.

3.3.15.3 Volume Commitment: A customer must meet a monthly minimum usage requirement of \$25.00 excluding taxes, fees, monthly recurring and non-recurring usage charges.

3.3.15.4 Underutilization Charges: Beginning in the month following execution of the Business Benefit Term Plan, if at the end of any monthly period of the term of service, a customer fails to satisfy its monthly volume commitment, the customer must pay the difference between the customer's actual Qualifying Volume usage in that monthly period and the customer's monthly volume commitment.

3.3.15.5 Cancellation or Discontinuance With Liability: Discontinuance of all services furnished under the Business Benefit Term Plan prior to the expiration of the committed term of service constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge as follows:

Customers subscribing under an annual volume commitment will be required to pay a charge in an amount equal to i) the Underutilization Charge for the monthly period of termination, and ii) the customer's monthly volume commitment for each month remaining in the annual period of termination.

3.3.16. Affinity Programs

The Company offers discounts ranging from 1% to 25% off its Combined Calling Plan Service or reduced per minute rates to members of entities which agree to sponsor or otherwise promote the Company and its service offerings. The actual discount level(s) or rate(s) per unit will vary depending on total number of members and/or total combined membership billings.

3.3.16.1 Affinity Programs Option A

Under this plan members of Affinity Program Option A are Customers who subscribe to service through a Sponsor, which is not a Customer under this Option. The applicable rate for the Affinity Program Option A is found in Section 4.8.5.

3.3.17 Business Benefit Month to Month Only Term Plan

The Business Benefit Month to Month Only Term Plan is a term plan, in lieu of all other tariffed term plans. This plan is only available to customers subscribing to Business Benefit service who can demonstrate to the Company's reasonable satisfaction that 100 percent of the customer's usage which is calculated in satisfaction of the customer's monthly volume commitment under this Term Plan is usage carried by an interexchange telecommunications carrier other than TTI National prior to the customer's enrollment in this Term Plan. Customers who subscribe to service via the Business Benefit Term Plan are subject to the following conditions:

Definition of Terms: For purposes of the Business Benefit Term Plan, the following definitions apply:

Qualifying Volume: The customer's total usage of the following, after the application of promotional and other discounts: domestic and international inbound; outbound; card. Charges for the following are not included as Qualifying Volume and are not calculated in satisfaction of the Business Benefit Month to Month Only Term Plan volume commitment: directory assistance usage and surcharges; recurring and non-recurring charges; Operator Assisted usage and surcharges; monthly recurring and non-recurring charges; and taxes.

Term Commitment and Renewal Options: A customer must commit to service for a term of either month-to-month, one or two years. The term of service will commence with the provisioning of service following the execution of the Business Benefit Month to Month Only Term Plan agreement. A plan will automatically renew for an equivalent term and volume commitment upon expiration of its term, unless the customer provides written notification to cancel the Business Benefit Month to Month Only Term Plan, which must be received by no more than 30 days after expiration of the existing term.

If the customer cancels the existing term plan within 30 days after expiration of the existing term, the customer will receive the discounts for which the customer qualifies during the 30-day period following the expiration of the existing term of service.

Volume Commitment: A customer must meet a monthly minimum usage requirement of \$25.00 excluding taxes, fees, monthly recurring and non-recurring usage charges.

Underutilization charges: The following charges will apply.

Beginning in the month following execution of the Business Benefit Month to Month Only Term Plan, if at the end of any monthly period of the term of service, a customer fails to satisfy its monthly volume commitment, the customer must pay the difference between the customer's actual Qualifying Volume usage in that monthly period and the customer's monthly volume commitment.

Cancellation or Discontinuance with Liability: Discontinuance of all services furnished under the Business Benefit Month to Month Only Term Plan prior to the expiration of the committed term of service constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge as follows:

Customers subscribing under an annual volume commitment will be required to pay a charge in an amount equal to (i) the Under-Utilization Charge for the monthly period of termination and, (ii) the customer's monthly volume commitment for each month remaining in the annual period of termination.

3.3.18 Business Benefit Promotion

Beginning May 9, 2000, and ending August 9, 2000, the Company will offer the following promotion to be available for new customers of Business Benefit Service.

In order to be eligible for this promotion, customers must enroll in the Business Benefit Term Plan.

Customers enrolled in this promotion will receive the Business Benefit Term Plan month-to-month rate for calling card calls. Customers using the calling cards are subject to a \$0.35 per call surcharge, for domestic Business Benefit Switched Calling Card Service usage.

3.3.19 TTI/ICG Service Plan I

TTI/ICG Service Plan I offers service for outbound, inbound (toll free) and calling card service for single or multi-location Customers formerly subscribed to service provided by ICG Inc. prior to October 1, 2000. A Payphone Use Charge and Directory Assistance per-call charge will apply to this service in lieu of standard Catalog Scheduled charges in this Catalog Schedule for those services.

The following are Company-recognized Holidays, determined at the location of the calling station, for purposes of this plan:

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

3.3.20 TTI/ICG Service Plan II

TTI/ICG Service Plan II offers service for outbound, inbound (toll free) and calling card service for single or multi-location Customers formerly subscribed to service provided by ICG Inc. on or after October 1, 2000. A Payphone Use Charge and Directory Assistance per-call charge will apply to this service in lieu of standard charges in this Catalog Schedule for those services.

3.3.21 New Business Benefit Service Option 3a Savings Plan I

A variation of Business Benefit Service, (New Business Benefit Service Option 3a), New Business Benefit Service Option 3a Savings Plan I offers reduced in-state Dial-1 rates for an additional monthly recurring charge.

3.3.22. Agency Program A

Agency Program No. 1 offers 1+, dedicated outbound, inbound, and calling card service during all time of day rate periods. Customers must commit to a one-year term of service with a monthly minimum volume requirement (MVR) of either \$100 or \$1000. Customers who sign up with a \$1000 monthly minimum volume requirement must have at least one dedicated line used to access this service.

1+, dedicated outbound, and inbound calls will be subject to an 18-second minimum duration. Calls that are more than 18 seconds will be billed in 6-second increments. Calling card calls will be subject to a 60-second minimum call duration, and calls that are more than 60 seconds will be billed in 6-second increments. If the computed charge for a call includes a fraction of a cent, the charge will be rounded to the nearest whole cent.

Term Plans

Term plan customers are also subject to the following provisions:

Underutilization: For each monthly period of a customer's term of service in which a

customer's Agency Program No. 1 usage charges (including intrastate usage, but not including any other applicable charges imposed by the Company or a third party) fail to equal or exceed the applicable monthly minimum, the customer will be billed and required to pay an amount equal to the difference between the customer's actual usage and the applicable monthly minimum.

Termination with Liability: If a customer terminates service prior to the expiration of the customer's term of service under this program, the customer will be billed and required to pay an amount equal to the applicable monthly minimum for each month remaining in the customer's term of service at the time of actual termination. These charges will apply in addition to all incurred usage charges.

Billing Increments: 1+, dedicated outbound, and inbound calls will be subject to an 18-second minimum duration. Calls that are more than 18 seconds will be billed in 6-second increments. Calling card calls will be subject to a 18-second minimum call duration, and calls that are more than 18 seconds will be billed in 6-second increments. If the computed charge for a call includes a fraction of a cent, the charge will be rounded to the nearest whole cent.

Customers who subscribe to service through an agent of the Company with whom prior arrangements have been made will be charged the rates specified in Section 4.8.10.

3.3.23. Business Success Service

Business Success Service provides outbound and toll free switched and dedicated service and calling card service to single or multi-location Customers.

Service Availability:

a) Service Types: Available service is:

Business Success Service Switched Outbound and Inbound, which is outbound and toll free service which originates and terminates, respectively, via switched access;

Business Success Service Dedicated Outbound and Inbound, which is outbound and toll free service which originates and terminates, respectively, via dedicated access;

Business Success Service Outbound Calling Card Service, which is service which originates via calling card access.

b) Service Option Availability: Business Success Service Switched Outbound and Inbound, and Outbound Calling Card Service, is available on a month-to-month basis. Customers may enroll in Business Success Service Outbound Calling Card Service without enrolling in other Business Success Service offerings.

Business Success Service Dedicated Outbound and Inbound Service is available under a 1 or 2 year term of service under a Business Success Service Dedicated Service Term Plan. Customers who subscribed to service via this term plan are subject to the following conditions:

- Definition of Terms: For purposes of the Business Success Service Term Plan, the following definition applies: Qualifying Volume is the customer's total domestic and international Business Success Service Dedicated Outbound Service usage after the application of promotional and other discounts. The following are not included as Qualifying Volume: Directory Assistance charges; monthly recurring and non-recurring charges; and taxes.
- Term Commitment and Renewal Options: A Customer must commit to service for a term of 1 or 2 years. The term of service will commence with the provisioning of

service following the execution of the Business Success Service Dedicated Service Term Plan by a customer and the Company. A plan will automatically renew for an equivalent term and volume commitment upon expiration of its term, unless the customer provides written notification to cancel the Business Success Service Dedicated Service Term Plan, which must be received by the Company no more than 30 days after expiration of the existing term. If the customer cancels the existing term plan within 30 days after expiration of the existing term, the customer will receive the discounts for which the customer qualifies during the 30-day period following the expiration of the existing term of service.

- Volume Commitment: A customer's Qualifying Volume usage must equal or exceed \$3,000.00 in each monthly period of the term of service, beginning with the fourth month after customer enrolls in this service.
- Underutilization Charge: If during any monthly period of the term of service, a customer fails to satisfy its monthly volume commitment, the customer must pay the difference between the customer's actual Qualifying Volume usage in that monthly period and the customer's monthly volume commitment.
- Cancellation or Discontinuance with Liability: Discontinuance of all services furnished under the Business Success Dedicated Service Term Plan prior to the expiration of the committed term of service constitutes discontinuance of the plan. Customers subscribing to the Business Success Service Dedicated Term Plan who discontinue the plan will be required to pay a charge in an amount equal to i) the Underutilization Charge for the monthly period of the termination and ii) the customer's monthly volume commitment for each month remaining in the annual period in which termination occurs.
- Rates: Section 4.8.16 per-minute usage charges will apply.

3.3.24. Advanced Call Service

Advanced Call Service provides outbound and toll free switched service and calling card service to single or multi-location customers.

Service Availability:

a) Service Types: Available service is:

Advanced Call Service Switched Outbound and Inbound, which is outbound and toll free service which originates via switched access;

Advanced Call Service Outbound Calling Card Service, which is service which originates via calling card access.

b) Service Option Availability:

Advanced call Service Switched Outbound and Inbound, and Outbound Calling Card Service, is available on a month-to-month basis.

Monthly minimum charge:

Advanced Call Service Switched Outbound and Inbound Service for switched outbound and toll free service: No minimum charges or monthly recurring fees will apply to this service.

Rates and Charges: Rates are located in Section 4.8.17.

Directory Assistance: A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One number may be requested per each directory assistance call. The Directory Assistance charge applies to each call, regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number. The Directory Assistance Rate is located in Section 4.8.17.

3.4 Dedicated Access Lines

Dedicated Access Lines may be required to connect Customer locations to the POP of an underlying carrier. Such dedicated Access Lines, when required, shall be the sole responsibility of Customer. Notwithstanding such responsibility, Carrier shall, upon Customer's request, order such dedicated Access Lines from the underlying carrier on behalf of Customer, and shall pass-through to Customer without mark-up all related recurring and non-recurring charges.

SECTION 4 – RATES AND CHARGES

4.1 General

4.1.1 Conversation Minutes, reflecting usage sensitive charges resulting from use of Service, are billed in increments of six (6) seconds. Following the initial period (minimum billing period), as defined in Section 4.2, all charges are rounded to the next higher six (6) second increment for billing purposes.

4.1.2 There are no installation charges or monthly recurring charges for these services, other than the pass-through installation charges and/or monthly recurring charges associated with the use of dedicated Access Lines provided by an underlying carrier.

4.2 Initial Periods

Unless otherwise specified in this Catalog Schedule for a specific service, the initial period for all services shall be six (6) seconds.

4.3 Basic Service Rates

4.3.1 Dial Access Business Service

Usage Sensitive Charges (\$ Per Increment of Seconds):

Day First 6	Day Add'l 6	Non-Day First 6	Non-Day Add'l 6
\$0.0555	\$0.0185	\$0.0513	\$0.0170

4.3.2 Dial Access Business Service Plus

Usage sensitive charge per call – all rate periods:	\$0.2140/min.
Monthly recurring charge:	None
Installation charge:	None
Minimum billing period:	6 seconds

4.3.3 Dial Access Business Service Carrier Specific – Wiltel Service A

Usage sensitive charge per call – Peak	:	\$0.1352/min.
Usage sensitive charge per call – Off-Peak		\$0.1234/min.
Monthly recurring charge:		None
Installation charge:		None
Minimum billing period:		6 seconds

4.3.4 Dial Access Business Service Carrier Specific – Wiltel Service B

Usage sensitive charge per call – Peak	:	\$0.1161/min.
Usage sensitive charge per call – Off-Peak		\$0.1049/min.
Monthly recurring charge:		None
Installation charge:		None
Minimum billing period:		6 seconds

4.3.5 Dial Access Business Service Carrier Specific – Wiltel Service C

Usage sensitive charge per call – Peak	:	\$0.1408min.
Usage sensitive charge per call – Off-Peak		\$0.1285/min.
Monthly recurring charge:		None
Installation charge:		None
Minimum billing period:		6 seconds

4.3.6 Dial Access Business Service Carrier Specific – IXC Service A

Usage sensitive charge per call – All Rate Periods	\$0.1123/min.
Monthly recurring charge:	None
Installation charge:	None
Minimum billing period:	6 seconds

4.3.7 Dial Access Business Service Carrier Specific – IXC Service B

Usage sensitive charge per call – All Rate Periods	\$0.0965/min.
Monthly recurring charge:	None
Installation charge:	None
Minimum billing period:	6 seconds

4.3.8 Dial Access Business Service Carrier Specific – IXC Service C

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Usage sensitive charge per call – All Rate Periods	\$0.1170/min.
Monthly recurring charge:	None
Installation charge:	None
Minimum billing period:	6 seconds

4.4 Dedicated Access

4.4.1 Dedicated Access Business Service

Usage sensitive charge per call – All Rate Periods	\$0.1180/min.
Monthly recurring charge:	None
Installation charge:	None
Minimum billing period:	6 seconds

4.4.2 Dedicated Access Business Service Carrier Specific - Wiltel

Usage sensitive charge per call – Peak	:	\$0.0759/min.
Usage sensitive charge per call – Off-Peak		\$0.0731/min.
Monthly recurring charge:		None
Installation charge:		None
Minimum billing period:		6 seconds

4.5 Dial Access 800 Service

4.5.1 Dial Access 800 Service

Usage sensitive charge per call – All Rate Periods	\$0.2140/min.
Monthly recurring charge (per 800#)	\$2.00
Installation charge:	None
Minimum billing period:	6 seconds

4.5.2 Dial Access 800 Service Business Service Carrier Specific – IXC Service A

Usage sensitive charge per call – All Rate Periods	\$0.1233/min.
Monthly recurring charge (per 800#)	\$2.00
Installation charge:	None
Minimum billing period:	6 seconds

4.5.3 Dial Access 800 Service Business Service Carrier Specific – IXC Service B

Usage sensitive charge per call – All Rate Periods	\$0.1084/min.
Monthly recurring charge (per 800#)	\$2.00
Installation charge:	None
Minimum billing period:	6 seconds

4.5.4 Dial Access 800 Service Business Service Carrier Specific – Wiltel Service A

Usage sensitive charge per call – Peak	\$0.1352/min.
Usage sensitive charge per call – Off-Peak	\$0.1234/min.
Monthly recurring charge (per 800#)	\$2.00
Installation charge:	None
Minimum billing period:	6 seconds

4.5.5 Dial Access 800 Service Business Service Carrier Specific – Wiltel Service B

Usage sensitive charge per call – Peak	\$0.1161/min.
Usage sensitive charge per call – Off-Peak	\$0.1049/min.
Monthly recurring charge (per 800#)	\$2.00
Installation charge:	None
Minimum billing period:	6 seconds

4.5.6 Dial Access 800 Service Business Service Carrier Specific – Wiltel Service C

Usage sensitive charge per call – Peak	\$0.1408/min.
Usage sensitive charge per call – Off-Peak	\$0.1285/min.
Monthly recurring charge (per 800#)	\$2.00
Installation charge:	None
Minimum billing period:	6 seconds

4.6 Dedicated Access 800 Service

4.6.1 Dedicated Access 800 Service

Usage sensitive charge per call – All Rate Periods	\$0.1180/min.
Monthly recurring charge (per 800#)	\$2.00
Installation charge:	None
Minimum billing period:	6 seconds

4.6.2 Dedicated Access 800 Service Carrier Specific – Wiltel

Usage sensitive charge per call – Peak	\$0.0759/min.
Usage sensitive charge per call – Off-Peak	\$0.0731/min.
Monthly recurring charge (per 800#)	\$2.00
Installation charge:	None
Minimum billing period:	6 seconds

4.7 Travel Card Service

4.7.1 Travel Card Service

Usage sensitive charge per call – All Time Periods	\$0.2300/min.
Non-Usage Sensitive Charges Per Call	\$0.40
Installation charge:	None
Minimum billing period:	6 seconds

4.7.2 Travel Card Service Carrier Specific – TTI Service A

Usage sensitive charge per call – All Time Periods	\$0.2300/min.
Non-Usage Sensitive Charges Per Call	\$0.40
Monthly recurring charge:	None
Installation charge:	None
Minimum billing period:	6 seconds

4.7.3 Travel Card Service Carrier Specific – TTI Service B

Usage sensitive charge per call – All Time Periods	\$0.2400/min.
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Monthly recurring charge:	None
Installation charge:	None
Minimum billing period:	6 seconds

Non-Usage Sensitive Charge Per Call	\$0.40
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4.7.4 Travel Card Service Carrier Specific – TTI Service C

Usage sensitive charge per call – All Time Periods	\$0.2400/min.
Monthly recurring charge:	None
Installation charge:	None
Minimum billing period:	6 seconds

Non-Usage Sensitive Charge Per Call	\$0.40
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4.8 Other Service Offerings

4.8.1 Combined Business Calling Plan Service

A. Plan A:

1. Switched Access Service:

Usage sensitive charge per call – Outbound/Inbound (800) service:	\$0.1050/min.
Monthly recurring charge:	None
Installation charge:	None
Minimum billing period:	6 seconds

Non-Usage Sensitive Charges: Per 800 Number Per Month	\$2.00
--	--------

2. Dedicated Access Service:

Usage sensitive charge per call – Outbound/Inbound (800) service:	\$0.0718/min.
Monthly recurring charge:	None
Installation charge:	None
Minimum billing period	
Outbound:	6 seconds
Inbound (800):	30 seconds

Non-Usage Sensitive Charges: Per 800 Number Per Month	\$2.00
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3. Travel Card Service:

Usage sensitive charge per call – Outbound/Inbound (800) service:	\$0.2500/min.
Monthly recurring charge:	None
Installation charge:	None
Minimum billing period:	60 seconds

B. Plan B:

1. Switched Access Service:

Usage sensitive charge per call –

Outbound/Inbound (800) service:	\$0.1155/min.
Monthly recurring charge:	None
Installation charge:	None
Minimum billing period:	18 seconds

Non-Usage Sensitive Charges: Per 800 Number Per Month	\$2.00
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2. Dedicated Access Service:

Usage sensitive charge per call – Outbound/Inbound (800) service:	\$0.0790/min.
Monthly recurring charge:	None
Installation charge:	None
Minimum billing period	
Outbound:	6 seconds
Inbound (800):	30 seconds

Non-Usage Sensitive Charges: Per 800 Number Per Month	\$2.00
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3. Travel Card Service:

Usage sensitive charge per call	\$0.1950/min.
Monthly recurring charge:	None
Installation charge:	None
Minimum billing period:	60 seconds

C. Plan C:

1. Travel Card Service only:

Usage sensitive charge per call – Outbound/Inbound (800) service:	\$0.1750/min.
Monthly recurring charge:	None
Installation charge:	None
Minimum billing period:	6 seconds

4.8.2 Business Benefit Service

Switched Outbound and Inbound	\$.1500/min
Directory Assistance	\$1.99

4.8.3 Wholesale Affinity Program

Customers who select direct billing via credit card will receive the Calling Card Service Rate; all other customers will receive the Standard Rate.

Calling Card Service:	\$0.1450
Standard Calling Card Service:	\$0.1600

Calling Card calls will be billed in six-second increments and rounded to the next higher six-second increment with a sixty-second per call minimum. All fractional per call charges will be rounded to the nearest whole cent.

4.8.4 Business Benefit Term Plan

Customers will receive the following per minute rates based upon term commitment:

Month-to-Month	\$0.1250
1 and 2 Year	\$0.1200

4.8.5 Affinity Programs Option A

Rates: Switched outbound and switched inbound call charges are subject to an 18-second minimum initial period and additional 6-second increments. If the computed charges for a call include a fraction of a cent, the fraction will be rounded to the nearest whole cent. A per minute rate of \$0.11 will apply.

4.8.6 Business Benefit Month to Month Only Term Plan

Customers will receive the following per minute rates based upon term commitment:
\$0.1100.

4.8.7 TTI/ICG Service Plan

Usage Sensitive Charges (Measured in 6 second increments):

- Dial-1 Rate Per Minute:
(Measured in 6-second initial and 6-second additional increments)

Intralata dial-1 Peak: (8:00am – 4:59pm Monday-Friday)	\$0.8500
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Intralata dial-1 Off-Peak: (5:00pm – 7:59am Monday-Friday; all day Saturday and Sunday and Holidays**)	\$0.0700
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Interlata Dial-1:	\$0.0770
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Calling Card:
(Measured in 30-second initial and 6-second additional increments)

Rate Per Minute (All rate periods):	\$0.2760
Per Call Charge:	\$0.00

Payphone Use Charge:	\$0.25
Directory Assistance:	\$0.50

4.8.8 TTI/ICG Service Plan II

Usage Sensitive Charges (Measured in 6 second increments):

- Dial-1 Rate Per Minute:
(Measured in 6-second initial and 6-second additional increments)

Intralata Dial-1:	\$0.0550
Interlata Dial-1:	\$0.0550

Calling Card:
(Measured in 30-second initial and 6-second additional increments)

Rate Per Minute (All rate periods):	\$0.2760
Per Call Charge:	\$0.00

Payphone Use Charge:	\$0.25
Directory Assistance:	\$0.50

4.8.9 New Business Benefit Service Option 3a Savings Plan I

Customers enrolled in this plan may place intraLATA and interLATA Dial-1 calls at the rate of \$0.0600 per minute.

Customers enrolled in this plan will be charged an additional \$3.00 monthly recurring charge.

4.8.10 Agency Program A

Customers will be charged the following per minute:

	Month-to-Month	1 year
Switched	\$0.1000	\$0.0925 (\$25.00 minimum applies)
Dedicated	n/a	\$0.0693 (1-year term and \$500.00 minimum)

Calling Card: Customers will be charged \$0.149 per minute for calling card calls. No per call surcharge will apply.

4.8.11 Business Benefit Service Option 1

Option 1 is available to all customers of Business Benefit Service on a month-to-month basis.

Rate Per Minute:

InterLATA: \$0.1050

IntraLATA: \$0.1050

4.8.12 Business Benefit Service Option 2

Option 2 is available to eligible members of a qualified services affinity group on a month-to-month basis.

Rate Per Minute: \$0.1050

4.8.13 Business Benefit Service Option 3

Option 3 is available to eligible members of a qualified Direct Sales Affinity Member Group on a month-to-month basis.

Rate Per Minute:

InterLATA: \$0.1050

IntraLATA: \$0.1050

4.8.14 Business Benefit Service Option 4

Option 4 is available to all customers of Business Benefit Service subscribing via Dedicated Access who commit to a 1 or 2 year term and a monthly volume usage commitment of \$1,000.

Rate Per Minute: \$0.0693

4.8.15 Business Benefit Service Option 5

Option 5, which is available to new and existing residential and business customers of Business Benefit Service customers on a month to month basis that agree to meet a \$25.00 minimum

monthly usage agreement.

Per Minute Rate: \$0.0590

Standard Underutilization Charges apply.

4.8.16 Business Success Service

Monthly minimum charges:

Business Success Service Switched Outbound and Inbound, and Outbound calling Card Service:
A \$25.00 per-account per-month minimum charge will apply if a customer's usage charges under this plan are less than \$25.00 per account per month. This per-account charge will be applied against the customer's Business Success Service usage in the month it is charged.

Business Success Service Dedicated Outbound and Inbound Service for switched outbound and toll free service: No minimum charge will apply to this service.

Rates and Charges:

Usage sensitive charges:

Dial-1 and Toll Free Rate Per Minute: (Measured in 18-second initial and 6-second additional increments)

Switched: \$0.0679

Dedicated: \$0.0394

Calling Card: (Measured in 18-second initial and 6-second additional increments)

Rate Per Minute (All Rate Periods): \$0.139

Per Call Charge: \$0.00

Business Success Service calling Card Service: Customers may elect either Business Success Calling Card Option 1 or Business Success Calling Card Option 2 as described below. All Calling Card calls are measured in 18-second initial and 6-second additional increments.

Calling Card Option 1: Customers of Business Success Calling Card Option 1 will receive a per minute rate of \$0.139 and a per call surcharge of \$0.00 for all Business Success Service direct dial Calling Card calls.

Calling Card Option 2: For a monthly recurring charge of \$0.99, customers of Business Success Calling Card Option 2 will receive a per minute rate of \$0.099 and a per call surcharge of \$0.00 for all Business Success Service direct dial Calling Card Calls.

4.8.17 TTI Advanced Call Service Plan

Advanced Call Service Switched Outbound and Inbound Service:

Usage Sensitive Charges: Dial-1 and Toll Free per minute rate is measured in 60-second initial and additional increments.

Switched 1+ and Toll Free

\$0.079

Advanced Call Service Calling Card Service:

Customers may elect Advanced Call Service Calling Card. All Calling Card Calls are measured in 18-Second and 6-Second additional increments.

Calling Card Per minute rate:	\$0.139
Directory Assistance:	\$0.85 per call

4.9 Other Service Charges

4.9.1. Account Codes

Monthly charge for non-verified Account Codes:	no charge
Monthly charge for verified Account Codes:	\$10.00

4.9.2 Re-establishment of Service

Non-recurring charge for re-establishment of service:	\$20.00
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4.9.3. Returned Checks

Returned check charge (per check):	\$20.00
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4.10. Directory Assistance

Charge per directory assistance call:	\$1.10 unless otherwise specified
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A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One request may be made on each directory assistance call. The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number.

4.11 Employee Concessions

No employee concessions are offered under this Catalog Schedule.

SECTION 5 – SPECIAL SERVICE OFFERINGS

5.1 Special Service Offerings

Carrier may, from time to time, waive or vary the rates and charges associated with certain services for promotional, market research, or other similar purposes. In no case, shall the resulting rates and charges exceed the rates and charges listed in this Catalog Schedule for the same services.