

TTI National, Inc.

South Dakota Catalog Schedule No. 1

for

Intrastate Interexchange Telecommunications Services

This Catalog Schedule contains the rules, regulations, descriptions and rates applicable to the furnishing of Interexchange Telecommunications Services offered by TTI National, Inc. within the State of South Dakota.

Effective 7/1/07

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.

TABLE OF CONTENTS

Applicability

Section 1: Definition and Abbreviations

Section 2: Regulations

- 2.1 Availability of Service
- 2.2 Limitations on Service
- 2.3 Limitation of Liability
- 2.4 Cancellation or Discontinuance of Service by Carrier
- 2.5 Cancellation or Termination of Service by Customer
- 2.6 Restoration of Service
- 2.7 Payment and Billing
- 2.8 Deposits
- 2.9 Advance Payments
- 2.10 Taxes
- 2.11 Terminal Equipment
- 2.12 Interconnection
- 2.13 Inspection, Testing and Adjusting
- 2.14 Interruption of Service
- 2.15 Customer Inquiries and Complaints

Section 3: Availability of Service

Section 4: Timing of Calls

Section 5: Service Offerings and Rates and Charges

- 5.1 Dial Access Business Service
- 5.2 Dial Access Business Service Plus
- 5.3 Dial Access Business Service Carrier Specific
- 5.4 Dedicated Access Business Service
- 5.5 Dedicated Access Business Service Carrier Specific
- 5.6 Dial Access 800 Service
- 5.7 Dial Access 800 Service Carrier Specific
- 5.8 Dedicated Access 800 Service
- 5.9 Dedicated Access 800 Service Carrier Specific
- 5.10 Travel Card Service
- 5.11 Travel Card Service Carrier Specific
- 5.12 Combines Business Calling Plan Service
- 5.13 Business Benefit Service
- 5.14 Business Success Service
- 5.15 Dedicated Access Lines
- 5.16 Advanced Call Service
- 5.17 Wholesale Affinity Program
- 5.18 Affinity Programs
- 5.19 Agency Program No. 1
- 5.20 New Business Benefit Service

Section 6: Other Service Charges

Section 7: Employee Concessions

Section 8: Special Promotions

APPLICABILITY

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

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access Line: A dedicated arrangement from the local telephone company or common carrier 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.

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.

Carrier: The company, individual, or other entity which orders or uses Service and is therefore responsible for the payment of charges due and for compliance with the Carrier's tariff and/or Catalog Schedule 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.

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 - REGULATIONS

2.1 Undertaking of the Carrier

2.1.1 Service is furnished for telecommunications originating at specified points within the state of South Dakota 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 South Dakota, but rather resells telecommunications services provided by other carriers. Notwithstanding the foregoing, Customer shall be considered a customer of Company, and not a customer of any other carrier.
- 2.1.4 Company 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 a 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 Customer is using Service in violation of the law or in violation of the provisions of this Catalog Schedule, 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.

2.3 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 services, 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 Carrier shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the

placement of calls from Customer's premises, and the placement of calls through Customer-controlled or Customer-provisioned equipment, that are transmitted over Carrier's network without the authorization of Customer. Customer shall be fully liable for all such usage charges.

2.4 Cancellation or Discontinuance of Service by Carrier

Without incurring liability, the 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 non-payment of any sum due Carrier for more than thirty (30) days after delivery of an invoice to the custody of the 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 of 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, shall be charged on any amount remaining unpaid after thirty (30) days from deliver 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 Carrier 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 shall be required to pay any unpaid balance due to the Carrier 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 deliver 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

Services may be subject to state and/or local taxes at the prevailing tax rates, if the Service originates or terminates in the State of South Dakota. 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 terminal equipment or Customer-provided communications systems, such as a PBX or key telephone system. Such terminal equipment or communications systems shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is also 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 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 Adjusting

2.13.1 Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether tariff and/or 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 purpose 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

2.15 Customer Inquiries and Complaints

2.15.1 Customer inquiries or complaints regarding service or billing may be made in writing or by telephone to Carrier at:

TTI National, Inc.
515 East Amite Street
Jackson, MS 39201
(601) 360-8600
(800) 210-3900

2.15.2 Carrier shall respond within 72 hours of receipt of an inquiry. If the customer is dissatisfied with Carrier's response to a complaint, he or she may file with the South Dakota Public Utilities Commission for resolution of the conflict. The South Dakota Public Utilities Commission can be reached at:

500 East Capitol
Pierre, SD 57501-5070
(605) 773-3201
(800) 332-1782

SECTION 3 - AVAILABILITY OF SERVICE

3. 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 provisions of this Catalog Schedule. Service is available twenty-four (24) hours per day, seven (7) days a week.

SECTION 4 - TIMING OF CALLS

4. Timing of Calls

- 4.1 Usage sensitive charges are based on the actual usage of Carrier's network. Such charges are measured in Conversation Minutes.
- 4.2 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 shall end upon disconnection by either party.
- 4.3 The initial period (minimum call duration) for billing purposes varies by service offering and is indicated in Section 4.2.
- 4.4 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.
- 4.5 No charges apply for incomplete calls. If Customer believes is has been incorrectly billed for an incomplete call, Carrier shall, upon notification, investigate the circumstances of the call and issue a credit when appropriate.

SECTION 5 - SERVICE OFFERINGS AND RATES AND CHARGES

5. Service Offerings and Rates and Charges

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), all charges are rounded to the next higher six (6) second increment for billing purposes.

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.

Initial Periods: Unless otherwise specified, the initial period for all Services is six (6) seconds.

5.1 Dial Access Business Service

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

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

Day	Day	Non-Day	Non-Day
<u>First 18</u>	<u>Add'l 6</u>	<u>First 18</u>	<u>Add'l 6</u>

\$0.0579 \$0.0193 \$0.0462 \$0.0154

5.2 Dial Access Business Service Plus

Dial Access Business Service Plus is an outbound long distance service offered to business Customers. Dial Access Business Service Plus Customers utilize Feature Group D access.

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute (All Rate Periods): \$ 0.19895

5.3 Dial Access Business Service Carrier Specific

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

Company Service A:

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute - Peak: \$ 0.1989 Off Peak: \$0.1709

Company Service B:

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute - Peak: \$ 0.1708 Off Peak: \$0.1453

Company Service C:

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute - Peak: \$ 0.2072 Off Peak: \$0.1780

IXC Service A:

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute (all time periods): \$0.1219

IXC Service B:

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute (all time periods): \$0.1407

IXC Service C:

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute (all time periods): \$0.1270

5.4 Dedicated Access Business Service

Dedicated Access Business Service is an outbound long distance service offered to Business Customers. Dedicated Access Business Customers utilize dedicated Access Lines.

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute (all time periods): \$0.1146

5.5 Dedicated Access Business Service Carrier Specific

Dedicated Access Business Service is an outbound long distance service using 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.

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute - Peak: \$ 0.1146 Off Peak: \$0.0977

5.6 Dial Access 800 Service

Dial Access 800 Service is an inbound long distance service offered to business Customers. Dial Access 800 Service calls are terminated over Customer's local telephone lines.

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute (all time periods): \$0.1989

Non-Usage Sensitive Charges:

Per 800 Number Per Month: \$2.00

5.7 Dial Access 800 Service Carrier Specific

Dial 800 Access Service is an outbound long distance service using a specified underlying carrier. Dial Access 800 Service calls are terminated over Customer's local telephone lines. Dial Access 800 Service Carrier Specific is a long distance service using a specified underlying carrier.

IXC Service A:

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute (all time periods): \$0.1329

Per 800 Number Per Month: \$2.00

IXC Service B:

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute (all time periods): \$0.1169

Per 800 Number Per Month: \$2.00

Company Service A:

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute - Peak: \$ 0.1989 Off Peak: \$0.0709

Per 800 Number Per Month: \$2.00

Company Service B:

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute - Peak: \$ 0.1708 Off Peak: \$0.1453

Per 800 Number Per Month: \$2.00

Company Service C:

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute - Peak: \$ 0.2072 Off Peak: \$0.1780

Per 800 Number Per Month: \$2.00

5.8 Dedicated Access 800 Service

Dedicated Access 800 Service is an inbound long distance service offered to business Customers. Dedicated Access Plus 800 Service calls are terminated over dedicated Access Lines.

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute (all time periods): \$0.1146

Non-Usage Sensitive Charges:

Per 800 Number Per Month: \$2.00

5.9 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.

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute - Peak: \$ 0.1146 Off Peak: \$0.0977

Per 800 Number Per Month: \$2.00

5.10 Travel Card Service

Travel Card Service is an outbound long distance service offered to both residential and business Customers. This service will enable the Customer to call from locations other than their primary site using a specific access code.

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute (all time periods): \$0.2300

Non-Usage Sensitive Charges:

Per Call Charge: \$0.4000

5.11 Travel Card Service Carrier Specific

Travel Card Service is an outbound long distance service offered to both residential and business Customers. This service will enable the Customer to call from locations other than their primary site using a specific access code. Travel Card Service Carrier Specific is an outbound long distance service using a specified underlying carrier.

TTI Service A:

Usage Sensitive Charge per call: \$0.4000
Measured in 6 Second Increments

TTI Service B:

Usage Sensitive Charge per call: \$0.4000
Measured in 6 Second Increments

TTI Service C:

Usage Sensitive Charge per call: \$0.4000
Measured in 6 Second Increments

5.12 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.

Option A - Base Rates

	<u>Switched</u>	<u>Dedicated</u>
Outbound	\$0.1050	\$0.0651
Inbound (800)	\$0.1050	\$0.0651

Option B - Base Rates

	<u>Switched</u>	<u>Dedicated</u>
Outbound	\$0.1155	\$0.0716
Inbound (800)	\$0.1155	\$0.0716

Travel Card

Option A	\$0.2500 per minute
Option B	\$0.1950 per minute
Option C	\$0.1750 per minute

Conversation Minutes for Combined Business Calling Plan Switched Access Service are billed in eighteen (18) second initial increments and are rounded to the next higher six (6) second increment thereafter. Conversation Minutes for Combined business calling Plan Dedicated Access Services are billed in six (6) second initial increments and are rounded to the next higher six (6) second increment thereafter (except dedicated inbound (800) product Travel Card Service is billed at an initial sixty (60) second increment and are rounded to the next higher six (6) second increment thereafter. Applicable rate schedules for Combined Business Calling Plan Services are provided in the section entitled Rates and Charges.

5.13 Business Benefit Service

(Effective March 13, 2001, this service is no longer available to new subscribers.) 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).

Billing Increments: Business Benefit Switched Outbound 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, Business Benefit Switched Inbound Access Service is billed in six (6) second increment with an eighteen (18) second per call minimum. All fractional per call charges will be rounded to the nearest who cent.

Switched Outbound and Inbound (rate per minute) \$0.2000

5.13.1 Business Benefit Term Plan

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

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

Month-to-Month	\$0.1750
1 and 2 Year	\$0.1700

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

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.

- 5.13.1.1 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.
- 5.13.1.2 Volume Commitment: A customer must meet a monthly minimum usage requirement of \$25.00 excluding taxes, fees, monthly recurring and non-recurring usage charges.
- 5.13.1.3 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.
- 5.13.1.4 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.

5.14 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) 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) Business Success Service Switched Outbound and Inbound, and Outbound Calling Card Service, is available on a month-to-month basis. Customer 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 is available under a 1 or 2 year term of service under a Business Success Service Dedicated Service Term Plan. Customers who subscribe to service via this term plan are subject to the following conditions:

Definitions of Terms: For purposes of the Business Success 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 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.

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 Charges: 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 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 termination, and ii) the customer's monthly volume commitment for each month remaining in the annual period in which termination occurs.

Rates and Charges

Business Success Service switched and dedicated outbound and inbound service (measured in 18-second initial and 6-second additional increments):

Dial-1 and Toll Free Rate Per Minute

Switched:	\$0.1231
Dedicated:	\$0.0708

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:

Business Success 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 \$0.000 for all Business Success Service direct dial Calling Card Calls.

Business Success Calling Card Option 2: For a monthly recurring charge of \$0.99, customers of Business Success Service 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.

5.15 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.

5.16 Advanced Call Service

Advanced Call Service is a Switched Outbound Dial 1, and Switched Inbound Toll Free 800 service with a Switched Outbound Calling Card service available to customers with single or multiple locations on a month-to month basis. No monthly minimum and no monthly recurring charges will apply to this service. Usage sensitive charges will apply 24 hours a day, 7 days a week. All Dial 1 and Toll Free calls are measured in 60-second initial increments and 60-second additional increments. All Calling Card calls are measured in 18-second initial increments and 6-second additional increments.

Usage Sensitive Charges

Outbound (Dial 1):	\$0.0790
Billing Period:	60-seconds, initial; 60-seconds, additional

Inbound (Toll Free 800):	\$0.0790
--------------------------	----------

Outbound (Calling Card):	\$0.1390 per minute
Billing Period:	18-seconds, initial; 6-seconds, additional

Directory Assistance: \$0.85 per call

5.17 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. Calls will be billed in six-second increments and rounded to the next higher six-second increment with an eighteen-second per call minimum. Calling Card calls will be billed in six-second Affinity Programs 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. 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.

Outbound/Inbound Switched Voice Service per minute rate: \$.1200
Calling Card Service per minute rate: \$.1450
Standard Calling Card Service per minute rate: \$.1600

- 5.18 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.

5.18.1 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. 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.

The following per minute usage charges will apply:

Switched Outbound: \$0.12
Switched Inbound: \$0.12

5.19 Agency Program No. 1

Agency Program No. 1 offers 1+, dedicated outbound, inbound, and calling card service during all time of day rate periods. Customers may enroll in any one of the following program options: (1) one-year term plan for switched access service; (2) one-year term plan for dedicated access service; or (3) month-to-month plan for switched access service only.

Term Plans: Term plan customers are subject to the monthly minimums as follows:

Switched Access: \$25.00
Dedicated Access: \$1000.00

Term plan customers are also subject to the following provisions:

1. 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.
2. 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 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.

<u>Switched Inbound/Outbound</u>		<u>Dedicated Inbound/Outbound</u>	
Month-to-Month:	\$.1650	1-Year:	\$0.0757
1-Year:	\$.1288		

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

5.20 New Business Benefit Service

New Business Benefit Service offers a unified outbound and inbound service for single or multi-location Customers using switched, dedicated, and/or New Business Benefit calling card access. The New Business Benefit package includes the availability of outbound, inbound (toll free) and calling card services.

New Business Benefit Switched Outbound Service, Dedicated Outbound Service, Switched Inbound Service, and Dedicated Inbound Services are billed in an eighteen (18) second initial increment and is rounded to the next higher six (6) second increment, Switched Inbound Service is billed in an eighteen (18) second initial increments and is rounded to the next higher six (6) second increment. New Business Benefit Calling Card Service is billed at an initial sixty (60) second increment and rounded to the next higher six (6) second increment thereafter. All fractional per call charges will be rounded to the nearest whole cent.

Customers will be charged the following per minute usage charges for New Business Benefit Service Switched Outbound and Switched Inbound Service.

Switched Outbound/Inbound available on a Month-to-Month basis:

Option 1: Available to all customers of New Business Benefit Service on a month-to-month basis.

InterLATA/IntraLATA: \$.1650

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

InterLATA/IntraLATA: \$.1288

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

InterLATA/IntraLATA: \$.1650

New Business Benefit Service Option 3A Savings Plan

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

Customers enrolled in this plan may place intraLATA and interLATA Dial-1 calls at the rate of \$0.11 per minute.

Customers enrolled in this plan will be charge an additional \$3.00 Monthly Recurring Charge.

Option 5: Available to new and existing residential and business customers of New Business Benefit Service subscribing via Switched Access on a month to month basis that agree to meet a \$25.00 minimum monthly usage agreement.

InterLATA/IntraLATA: \$.0590

Dedicated Outbound/Inbound

Option 4: Available to all customers of New 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.

InterLATA/IntraLATA: \$.0757

Calling Card Service

The following per-minute rate will apply to card usage: \$.0.1390

Term Plans

Term/Volume Commitment

Customers who access New Business Benefit Service via dedicated access (Option 4) must subscribe to the Service under a term plan, which equals or exceeds 1 year. The qualifying volume usage of a customer who accesses New Business Benefit via Dedicated access must equal or exceed \$1,000 in each monthly period of the Term of service. Qualifying volume usage only includes Dedicated Inbound/Outbound service.

Under Utilization Charge

If at the end of any monthly period of the term of Service, a customer fails to satisfy its monthly volume usage commitment, the Customer must pay the difference between the customers actual volume usage in the monthly period and the customers monthly qualifying volume usage commitment of \$1,000. (Applies to Option 4 only.)

Cancellation or Discontinuance With Liability:

Discontinuance of all services furnished under the New 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.

SECTION 6 - OTHER SERVICE CHARGES

6. Other Service Charges

6.1 Account Codes

Monthly charge for Non-Verified Account Codes:	None
Monthly charge for Verified Account Codes:	\$10.00

- 6.2 Re-establishment of Service
Non-Recurring Charge for Re-establishment of Service: \$20.00
- 6.3 Returned Checks
Returned Check Charge (per check): \$20.00
- 6.4 Directory Assistance
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.
- Unless otherwise specified, charge Per Directory Assistance Call: \$1.99
- 6.4.1 Business Benefit Service: \$1.40
(Effective March 13, 2001, this service is no longer available to new subscribers.)

SECTION 7 - EMPLOYEE CONCESSIONS

7. Employee Concessions
No employee concessions are offered under this Catalog Schedule.

SECTION 8 - SPECIAL PROMOTIONS

8. Special Promotions
Carrier may, from time to time, engage in special offerings for promotional, market research, or other similar purposes. Such special offerings shall be subject to the prior approval of the Commission.
- 8.1 Business Benefit Term Plan Promotion:
Beginning October 13, 1999, and ending October 31, 1999, TTI National will offer the following promotion to new customers of Business Benefit service.
- Eligibility Requirements: To be eligible to enroll in this promotion, customers must demonstrate to the Company's reasonable satisfaction that 100 percent of the customer's usage which is calculated in Business Benefits Term Plan to which the customer subscribes under this promotion must be usage carried by an interexchange telecommunications carrier other than TTI National prior to the customer's enrollment in this promotion.
- Term of Service Commitment: Customers who enroll in this promotion must subscribe to a Month to Month Term of Service.
- Promotional Rates: In lieu of standard Catalog Schedule Business Benefit Term Plan rates, Customers enrolled in this promotion will receive a \$0.1700 per minute rate.
- 8.2 Business Benefit Promotion:
Beginning March 8, 2000 and ending June 8, 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 \$.35 per call surcharge, for domestic Business Benefit Switched Calling Card Service usage.