

RATES, TERMS AND CONDITIONS
APPLICABLE TO
LONG DISTANCE SERVICES
FURNISHED BY

NEIT SERVICES, LLC. d/b/a NORTHEAST IOWA TELEPHONE COMPANY

FOR
INTERSTATE, INTRASTATE AND INTERNATIONAL LONG DISTANCE SERVICES

LONG DISTANCE SERVICES

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LONG DISTANCE SERVICES

1. General

1.1 Application of Rates, Terms and Conditions

- (a) The rates, terms and conditions contained within this document, NEIT Services Long Distance Service Agreement ("Agreement") are applicable to the provision of Interstate Long Distance Service, Intrastate Long Distance Service and International Long Distance Service, (hereinafter collectively or individually referred to as "Service(s)"), by NEIT Services, LLC., d/b/a Northeast Iowa Telephone Company ("Company"), as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.
- (b) By accepting Service from the Company, the Customer accepts this Agreement and its rates, terms and conditions as a binding agreement between the Customer and the Company.
- (c) A copy of the Agreement is available at www.neitel.com, by calling NEIT's business office at 563-539-2122 or by writing to NEIT, 800 S. Main Street, Monona, IA, 52159.
- (d) The Company may change the Agreement from time to time. Changes in rates, terms and conditions of this Agreement will be posted on the Company's web site at www.neitel.com. The Company will notify Customers of changes to the Agreement at least twenty-five (25) days prior to the effective date for the changes. Use of the company's Services, facilities and equipment after the twenty-five (25) day notice period shall be construed as Customer's consent to the changed rates, terms and conditions of the Agreement.
- (e) The provision of such Service by the Company as set forth in this Agreement does not constitute a joint undertaking with the Customer for the furnishing of any Service.
- (f) Intrastate Long Distance Service provided under this Agreement is limited to calls originating and terminating within the state of Iowa.

LONG DISTANCE SERVICES

1. General (Cont'd)

1.2 Definitions

Certain terms used throughout this Agreement are defined as follows:

Access Code

A sequence of numbers that, when dialed, connect the caller to the Provider associated with that sequence.

Application for Service

A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the Service as required.

Calling Card Service

Calling Card Service is a Long Distance Service provided by the Company through use of a Company-issued calling card to make Interstate Long Distance, Intrastate Long Distance and International Long Distance calling card calls through the use of a specific "1-800" toll free telephone number provided by the Company for access to the calling card service.

Company

NEIT Services, LLC. d/b/a Northeast Iowa Telephone Company, unless the context indicates otherwise.

Customer

Any individual (including said individual's spouse, if married at the time the service, facilities or equipment are provided), partnership, association, trust, corporation, cooperative or governmental agency or other entity which utilizes the Services provided by the Company. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of this Agreement.

Customer Dialed Calling Card Call

A Calling Card Call which is dialed by the Customer and may or may not require intervention by an attended operator position to complete.

Customer Provided Equipment

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

LONG DISTANCE SERVICES

1. General (Cont'd)

1.2 Definitions (Cont'd)

Customer's Agents

Any person who uses the Services, facilities or equipment provided by Company to Customer whether said use is authorized by Customer or not.

Domestic

Domestic points include all fifty (50) states and all U.S. territories and possessions as defined in the Communications Act of 1934, and as amended by the Telecommunications Act of 1996, and as further defined by the Federal Communications Commission in their orders.

Equal Access

Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

FCC

The Federal Communications Commission.

International Long Distance Service

International Long Distance Service is a Long Distance Service involving a telephone call originating in one country and terminating in another country.

Interstate Long Distance Service

Interstate Long Distance Service is a Long Distance Service involving a telephone call originating in one state and terminating in another state (also referred to as a "state-to-state" call). The term "state" for purposes of Interstate Long Distance Service includes all Domestic points including all fifty (50) states and U.S. territories and possessions.

Intrastate Long Distance Service

Intrastate Long Distance Service is a Long Distance Service involving a telephone call originating and terminating in Wisconsin (also referred to as an "in-state" call).

Local Exchange Carrier (LEC)

A telephone company which furnishes local exchange services.

LONG DISTANCE SERVICES

1. General (Cont'd)

1.2 Definitions (Cont'd)

Long Distance Service (LDS)

The term "Long Distance Service" denotes the furnishing of station-to-station direct dial interstate, intrastate and international switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's Points of Presence to domestic points and international points and Calling Card Services made with the use of a Company issued Calling Card.

Service

The offerings of the Company comprising Interstate Long Distance Service, Intrastate Long Distance Service and International Long Distance Service.

Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate, Intrastate and International Long Distance Services

2.1 Undertaking of the Company

(a) Scope

The Company is a carrier providing Interstate Long Distance Service, Intrastate Long Distance Service and International Long Distance Service to Customers for their direct transmission of voice, data and other types of Telecommunications within the United States, between points in the United States and international points, as described in this Agreement. Intrastate Long Distance Services are limited to originating and terminating points within the state of Iowa.

(b) Limitations

- (i) The Services provided pursuant to this Agreement are offered subject to the availability of facilities and the other provisions of this Agreement.
- (ii) The Company does not undertake to transmit communications or messages, but rather furnishes Services, facilities and equipment for such transmissions by the Customer.
- (iii) The Company retains the right to suspend, terminate or deny Service to any Customer which fails to comply with the rates, terms and conditions of this Agreement, or other applicable rules, regulations or laws.

2.2 Obligations of the Customer

- (a) The Customer is responsible for the payment of all charges for any and all Services, facilities and equipment provided by the Company to the Customer or Customer's Agents.
- (b) Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its Service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.
- (c) The Company reserves the right to discontinue the use of any code provided to the Customer and to substitute another code for such Customer's use.
- (d) Nothing contained herein, or in any other provision of this Agreement, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate, Intrastate and International Long Distance Services (Cont'd)

2.2 Obligations of the Customer (Cont'd)

- (e) Customer shall defend, indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, caused by the intentional or negligent acts or omissions of Customer or Customer's Agents, Customer's or Customer's Agents' use of the Services or facilities provided by Company, or in connection with any material transmitted by the Customer or Customer's Agents using the Company's Services, facilities or equipment, including but not limited to claims for libel, slander, invasion of privacy or infringement of copyright or trademark.
- (f) Customer shall defend, indemnify and save harmless the Company from the payment of all charges for services ordered by the Customer from a LEC or other entity for long distance services and/or facilities and equipment connecting the Customer and the Company.
- (g) In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of this Agreement against a Customer, that Customer shall be responsible for payment of all reasonable attorneys' fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.
- (h) Customer understands that Services, facilities and equipment are furnished subject to the condition that Customer and Customer's Agents will use the Services, facilities and equipment lawfully and in the manner in which the Services, facilities and equipment were intended to be used.
- (i) The Customer understands that the Services, facilities and equipment are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:
 - (i) Using the Services, facilities or equipment for any purpose which is in violation of any law, administrative rule or regulation.
 - (ii) Obtaining or attempting to obtain Services, facilities or equipment through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, facilities or equipment or assisting any other person or firm in such regard.
 - (iii) Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities and/or equipment of the Company or assisting any other person or firm in such regard.
 - (iv) Using the Services, facilities or equipment in a manner that interferes unreasonably with the use of Services, facilities or equipment by one or more other Customers.

LONG DISTANCE SERVICES

2. **Terms and Conditions – Interstate, Intrastate and International Long Distance Services (Cont'd)**

2.2 Obligations of the Customer (Cont'd)

- (v) Using the Services, facilities or equipment to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.
- (j) Customer shall reimburse the Company for all damages to the Company's facilities and equipment caused by any negligence or willful act(s) or omission(s) on the part of the Customer or Customer's Agents.
- (k) The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68, and for all maintenance of such equipment and/or facilities.

2.3 **WARRANTIES**

COMPANY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OR TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. FACILITIES AND EQUIPMENT PROVIDED BY COMPANY IN CONJUNCTION WITH A SERVICE ARE PROVIDED ON AN "AS IS" BASIS.

LONG DISTANCE SERVICES

2. **Terms and Conditions – Interstate, Intrastate and International Long Distance Services (Cont'd)**

2.4 Liabilities of the Company

Except as stated in this Section 2.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Agreement.

Company will not be liable under any circumstances for any indirect, incidental or consequential damages, including, but not limited to lost profits, even if the Company has been advised of the possibility of such damages.

The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of Services, facilities or equipment under this Agreement including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under this Agreement applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.

The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (a) acts of God, fires, flood or other catastrophes; (b) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (c) national emergencies, insurrections, riots, wars or other labor difficulties.

The Company shall not be liable for any act(s) or omission(s) of any other entity furnishing services, facilities or equipment, used by a Customer or Customer's Agents, with the Company's Services, facilities or equipment. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or Customer's Agent or due to the failure of Customer provided Services, facilities or equipment.

2.5 Service Orders

The Customer must place an Application for Service with the Company to initiate, cancel or change the Services provided pursuant to this Agreement. Applications for Services may be either in writing or orally and provide, at a minimum, the following information:

Customer's name(s), telephone number(s) and address(es). In the case of a corporation partnership, Limited Liability Company or other entity, a designated officer or agent with authority to bind the entity shall be named as the contact person for such corporation or partnership.

Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from above.

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate, Intrastate and International Long Distance Services (Cont'd)

2.6 Charges and Payments for Services, Facilities and Equipment

(a) Deposits

- (i) The Company may, in order to safeguard its interests, require a Customer to make a suitable deposit or provide a surety bond or letter of credit in the amount of the required deposit as a guarantee of the payment of charges. The Company shall have the right to require the Customer to make a deposit prior to or at any time after provision of any Services, facilities or equipment, not to exceed three (3) months estimated charges. The Company may increase the amount of the deposit to reflect increases to the Customer's annual bill. The Customer will receive a receipt for the deposit.
- (ii) Any deposit referred to in this Section 2.6 shall be held by the Company to secure the payment of the Customer's bill. At the Company's option, the deposit may be refunded or credited to the Customer at any time prior to the termination of Service.
- (iii) Interest will be paid by the Company on all sums held on deposit if required by law. If required by law, the interest will be accrued for the period during which the deposit is held by the Company.

(b) Description of Payment and Billing Periods

- (i) Services, facilities and equipment are provided and billed on a monthly basis. Services, facilities and equipment continue to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.
- (ii) When billing functions are performed by a LEC, commercial credit card company or others, the payment conditions and requirements of such LEC, commercial credit card company or other entity performing billing functions apply, including any applicable interest.
- (iii) In the event a LEC, commercial credit card company or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own billing and collection procedures which shall be consistent with all applicable statutes, rules and regulations.

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate, Intrastate and International Long Distance Services (Cont'd)

2.6 Charges and Payments for Services, Facilities and Equipment (Cont'd)

(c) Taxes and Other Charges

In addition to payment for Services, facilities and equipment, Customer must also pay all charges including, but not limited to, taxes, fees, surcharges and other charges that the Company is required by regulatory or other governmental authorities to collect on behalf of or pay to others, including associated administrative costs. The company will not provide advance notice of changes to taxes, fees and surcharges, except as required by applicable law. All such taxes, fees and surcharges shall be separately shown and charged on bills rendered by the Company or its billing agent.

(d) Payment and Late Payment Charge

- (i) Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by law may be applied to all amounts past due.
- (ii) Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.
- (iii) Service may be suspended, terminated or denied at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5(d)(i). Restoration of Service will be subject to all applicable installation charges.

(e) Returned Check Charge

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge of \$30.00. Such charge will be applicable on each occasion when a check is returned or not processed.

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate, Intrastate and International Long Distance Services (Cont'd)

2.6 Charges and Payments for Services, Facilities and Equipment (Cont'd)

(f) Credit Allowance/Service Interruptions

- (i) Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. Subject to this limitation, a credit allowance is applicable for periods during which Customer cannot utilize the Service, except for such periods where the Service is interrupted by the Company for access to its facilities or equipment for the purposes of investigating and clearing troubles and/or maintenance.
- (ii) Credit allowances for failure of Service starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
- (iii) The Customer shall notify the Company of failures of Service and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment, any act, or omission of the Customer, or wiring or equipment connected to the Customer's terminal.
- (iv) Only those portions of the Service disabled will be credited.
- (v) Any credit provided to the Customer under this Agreement shall be determined in accordance with the provisions of Section 2.5(g).

(g) Service Interruption Measurement

- (i) In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all charges billed by the Company for Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.
- (ii) A credit allowance will not be given for interruptions caused by the negligence or willful acts of the Customer, or interruptions caused by failure of services, facilities or equipment not provided by the Company.

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate, Intrastate and International Long Distance Services (Cont'd)

2.7 Suspension, Termination or Denial of Service by the Company

- (a) In the event of nonpayment of any bill rendered or any required deposit, the Company may suspend, terminate or deny Customer's Service after five (5) days written notice or twelve (12) days in the case of deposits. The Company may, immediately and without notice to Customer, and without liability of any nature, suspend, terminate or deny Customer's Service:
- (i) in the event Customer or Customer's Agent: (1) interferes with the use of the Company's Services, facilities or equipment by other customers of the Company; (2) unreasonably places capacity demands upon the Company's Services, facilities or equipment; (3) willfully damages the Company's facilities or equipment; (4) violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (5) otherwise fails to comply with the provisions of this Agreement or applicable law; or
 - (ii) in the event Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or
 - (iii) in the event that the Company determines that any Services, facilities or equipment are being used fraudulently or illegally, whether by Customer or Customer's Agents.
- (b) Customer may terminate the Agreement at any time by providing notice to Company.

2.8 Billing Disputes

If Customer believes Customer has been billed by the Company in error, Customer must contact the Company within sixty (60) days of the date of the bill which contains the disputed charge. Refunds or adjustments will not be issued for any charge that is more than sixty (60) days old at the time Customer notifies the Company. Customer may withhold from payment to the Company the disputed portion of any bill pending resolution of the dispute. Customer must pay all non-disputed charges on the bill by the due date indicated on the bill. The Company will notify Customer of the results of its inquiry, and either adjust the bill, issue a credit, or notify Customer that all or a portion of the disputed amount is still owed. Customer will be required to pay such amount within fifteen (15) days thereafter, and if Customer fails to pay this amount within the time required, Customer's account will be deemed past due and unpaid and Customer's Service subject to termination. Any payments Customer withholds pending resolution of the dispute may be subject to a late payment charge at the highest interest rate allowable by law applied to past due amounts.

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate, Intrastate and International Long Distance Services (Cont'd)

2.9 Miscellaneous

- (a) Headings. The headings used in this Agreement are inserted for convenience of reference and are not intended to be a part of or to effect the meaning of this Agreement.
- (b) Notice.
 - (i) Notice from Customer to the Company may be provided by telephone call or in writing. Notice provided by telephone call to the Company is effective as of the date that the Company's records indicate that the Company received Customer's telephone call. Written notice by Customer to Company shall be delivered to Neit, 800 South Main Street, Monona, Iowa 52159, and will be deemed given as of the earlier of: (1) the date of actual receipt; (2) the next business day when notice is sent by express mail or personal delivery; (3) three (3) days after mailing in the case of first class or certified United States mail; or (4) on the date set forth on the confirmation in the case of facsimile or equivalent.
 - (ii) Notice from Company to the Customer may be provided by telephone call to Customer's billed telephone number or in writing, including but not limited to, posting on Company's website, bill message, bill insert, postcard or letter. Notice provided by telephone call to the Customer's billed telephone number is effective as of the date that the Company's record indicate that the Company telephoned the Customer. Written notice to Customer by posting on Company's website will be deemed given three (3) days after posting to the website. Written notice to Customer delivered to Customer's billing address will be deemed given as of the earlier of: (1) the date of actual receipt; (2) the next business day when notice is sent by express mail or personal delivery; (3) three (3) days after mailing in the case of first class or certified United States mail; or (4) on the date set forth on the confirmation in the case of facsimile or equivalent.
- (c) Assignment. The Company may assign all or part of its rights or duties under this Agreement subject to Customer's right to terminate this Agreement pursuant to Section 2.7(b). Customer may assign its rights or duties under this Agreement, if and only if Customer obtains prior written consent by Company, which consent shall not be unreasonably withheld. Assignment shall not release the assignor of its financial obligation under this Agreement.
- (d) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit to the parties and their respective legal successors and permitted assigns.

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate, Intrastate and International Long Distance Services (Cont'd)

2.9 Miscellaneous (Cont'd)

- (e) Third Party Beneficiaries. Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons with any rights hereunder.
- (f) No License. No license under patents, copyrights or any other intellectual property right is granted by either party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.
- (g) Severability. Any portion of this Agreement which is determined to be invalid or enforceable will be in effect to the extent of such determination without invalidating the remaining provisions of this Agreement or effecting the validity or enforceability of such remaining provisions.
- (h) Survival. The party's obligations under this Agreement which by their nature are intended to continue beyond the termination of this Agreement shall survive the termination of this Agreement.
- (i) Non Waiver. Failure of either Company or Customer to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- (j) Governing Law. This Agreement will be governed by the laws of the State of Wisconsin.
- (k) Entire Agreement. The rates, terms and conditions contained in this Agreement and any schedules, exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire Agreement between the Company and Customer with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral and/or written.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate, Intrastate and International Long Distance Services

3.1 Service Points

- (a) The Company provides originating Service from domestic points in the United States to domestic points either for Interstate Long Distance Service or Intrastate Long Distance Service identified in this Agreement. Intrastate Long Distance Service is limited to the state of Iowa.
- (b) The Company provides originating Service from domestic points in the United States to international points identified in this Agreement.

3.2 Measurements

(a) Time-of-Day Rate Period

Time-of-Day Rate Periods are reflected in the rates found in Sections 4 and 5, herein.

(b) Availability of Service

The Service is available at the rates listed in Sections 4 and 5, through subscription to any of the Long Distance Service offerings available from the Company. Each of these offerings utilizes the same rate schedules but have different rates and billing increments for each of the rate schedules.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate, Intrastate and International Long Distance Services (Cont'd)

3.3 Timing of Calls

- (a) Unless otherwise indicated in this Agreement, domestic calls are timed by the Company in six (6) second increments and international calls are timed by the Company in sixty (60) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed domestic call is thirty (30) seconds, unless otherwise specified. The minimum call duration for a completed international call is sixty (60) seconds, unless otherwise specified.
- (b) The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," i.e., upon the seizure of an inbound trunk.
- (c) The terminating event occurs when the Company's terminal receives a signal from the LEC that either the calling party or the called party has hung up.
- (d) There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice from a Customer that an unanswered call was billed in error, the Company will investigate the alleged billing error and issue a credit in an amount equal to the charge for the call if Company determines that the call was in fact billed in error. Calls which are in progress longer than one minute will be presumed to have been answered.
- (e) The time of day at the calling party rate center determines what Time-of-Day rate period applies.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate, Intrastate and International Long Distance Services (Cont'd)

3.4 Method of Applying Rates

(a) Interstate Long Distance Services

- (i) Calls that begin in one rate period and terminate in another will be billed at the rate applicable for each respective minute of the call.
- (ii) Unless specified otherwise in this Agreement, the duration of each call for billing purposes will be rounded off to the nearest higher six (6) second increment.

(b) Intrastate Long Distance Services

- (i) Calls that begin in one rate period and terminate in another will be billed at the rate applicable for each respective minute of the call.
- (ii) Unless specified otherwise in this Agreement, the duration of each call for billing purposes will be rounded off to the nearest higher six (6) second increment.

(c) International Long Distance Services

- (i) Calls that begin in one rate period and terminate in another will be billed for the entire call duration at the rate applicable at the commencement of the call.
- (ii) Unless specified otherwise in this Agreement, the duration of each call for billing purposes will be rounded off to the nearest higher sixty (60) second increment.

3.5 Promotional Discounts

The Company may from time to time offer promotional discounts. Such discounts will be for a specified period of time, will not exceed published rates, and will be offered to all qualifying Customers.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate, Intrastate and International Long Distance Services (Cont'd)

3.6 Dialed Long Distance Services

- (a) Dialed Long Distance Services are measured use, full time services utilizing interstate, intrastate and international communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, where available, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer security code.
- (b) Depending upon the service option chosen by the Customer, the charges for the use of such interstate, intrastate or international communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.
- (c) All Customers shall be charged the rates identified in Sections 4 and 5.
- (d) Domestic points include all fifty (50) states and all U.S. territories and possessions as defined in the Communications Act of 1934, and as amended by the Telecommunications Act of 1996, and as further defined by the Federal Communications Commission in their orders.

3.7 800 Service

800 Service is a one-way inbound service originating on feature group facilities provided by the Company and terminating on a regular telephone line. The Customer is responsible for payment of all charges associated with such terminating calls rather than the calling party.

3.8 Directory Assistance Service

The Company will provide Directory Assistance Service for the convenience of its customers in obtaining telephone numbers in the domestic United States and for international points. All Customers shall be charged the rates identified in Sections 4.

LONG DISTANCE SERVICES

4. Rates for Interstate and Intrastate Long Distance Service

The rates in this Section 4 apply to both Interstate Long Distance Service and Intrastate Long Distance Service.

4.1 Direct Dial - All Domestic Points - Plan A

(a) Residential Direct Dial Service

| | |
|--------------------------|---------------|
| Recurring Monthly Charge | \$3.95 |
| Day* | \$0.12/minute |
| Evening** | \$0.12/minute |
| Night/Weekend*** | \$0.12/minute |

(b) Business Direct Dial Service

| | |
|--------------------------|---------------|
| Recurring Monthly Charge | \$3.95 |
| Day* | \$0.12/minute |
| Evening** | \$0.12/minute |
| Night/Weekend*** | \$0.12/minute |

4.2 Direct Dial - All Domestic Points - Plan B

(a) Residential Direct Dial Service

| | |
|------------------|---------------|
| Day* | \$0.16/minute |
| Evening** | \$0.16/minute |
| Night/Weekend*** | \$0.16/minute |

(b) Business Direct Dial Service

| | |
|------------------|---------------|
| Day* | \$0.16/minute |
| Evening** | \$0.16/minute |
| Night/Weekend*** | \$0.16/minute |

* Daytime rates apply Monday through Friday 8:00 a.m. to, but not including, 5:00 p.m.

** Evening rates apply Monday through Friday 5:00 p.m. to, but not including, 11:00 p.m., and 5:00 p.m. to, but not including, 11:00 p.m. Sunday.

*** Night/Weekend rates apply 11:00 p.m. to, but not including, 8:00 a.m. Monday through Friday; 11:00 p.m. Friday to, but not including, 5:00 p.m. Sunday; and 11:00 p.m. Sunday to, but not including, 8:00 a.m. Monday.

LONG DISTANCE SERVICES

4. Rates for Interstate and Intrastate Long Distance Service (Cont'd)

4.3 800 Service

(a) Non-recurring Installation Charge

In addition to the Monthly Recurring Charge and the Usage Charge described in this Section, an Installation Charge per line for each 800 Service terminating line shall be assessed at the rate specified below:

\$0.00

(b) Monthly Recurring Charge

In addition to the Usage Charge described in this Section, there shall be assessed a monthly charge per line for each 800 Service terminating line at the rates specified below:

| | |
|-------------|--------------|
| Residential | \$0.00/month |
| Business | \$0.00/month |

(c) Usage Charge

800 Service is available at the same usage sensitive (per-minute) rate as specified below:

Rate Schedules: All Domestic Points

Residential Service

| | |
|------------------|---------------|
| First 20 Minutes | \$3.00 |
| Additional use | \$0.15/minute |

Business Service

| | |
|------------------|---------------|
| First 20 Minutes | \$3.00 |
| Additional use | \$0.15/minute |

4.4 Directory Assistance

DA calls \$.65/call

LONG DISTANCE SERVICES

5. Rates for International Long Distance Service

5.1 Rate Schedules (Cont'd)

(c) Standard International Service (Cont'd)

| COUNTRY | RATE |
|--------------------------|------|
| Afghanistan | 1.20 |
| Albania | 0.51 |
| Algeria | 0.56 |
| American Samoa | 0.40 |
| Andorra | 0.36 |
| Angola | 0.52 |
| Anguilla | 0.67 |
| Antarctica | 0.91 |
| Antarctica - Casey | 0.75 |
| Antarctica - Scott | 0.75 |
| Antigua/Barbuda (NPA: | 0.67 |
| Argentina - Buenos Aires | 0.39 |
| Argentina (Cellular) | 1.00 |
| Argentina Land Line | 0.52 |
| Armenia | 0.90 |
| Aruba | 0.47 |
| Ascension Island | 1.10 |
| Australia | 0.16 |
| Australia (Cellular) | 0.72 |
| Australia-Melbourne | 0.16 |
| Australia-Melbourne | 0.16 |
| Australia-Sydney | 0.16 |
| Australia-Sydney | 0.16 |
| Austria | 0.23 |
| Austria (Cellular) | 0.75 |
| Austria-Vienna | 0.23 |
| Azerbaijan | 0.73 |
| Bahamas (NPA: 242) | 0.23 |
| Bahrain | 0.90 |
| Bangladesh | 1.18 |
| Bangladesh (Cellular) | 1.08 |
| Bangladesh-Dhaka | 1.18 |
| Barbados (NPA: 246 | 0.76 |
| Belarus | 0.58 |
| Belgium | 0.15 |
| Belgium (Cellular) | 0.72 |

LONG DISTANCE SERVICES

5. Rates for International Long Distance Service (Cont'd)

5.1 Rate Schedules (Cont'd)

(c) Standard International Service (Cont'd)

| COUNTRY | RATE |
|------------------------------|------|
| Belgium-Brussels | 0.15 |
| Belize | 0.89 |
| Benin | 0.91 |
| Bermuda (NPA: 441) | 0.28 |
| Bhutan | 0.81 |
| Bolivia | 0.82 |
| Bolivia (Cellular) | 0.85 |
| Bolivia-Santa Cruz | 0.82 |
| Bosnia-Herzegovina | 0.55 |
| Botswana | 0.42 |
| Brazil | 0.39 |
| Brazil (Cellular) | 0.98 |
| Brazil-Belo Horizonte | 0.27 |
| Brazil-Rio De Janeiro | 0.27 |
| Brazil-Sao Paulo | 0.27 |
| British Virgin Islands (NPA: | 0.54 |
| Brunei | 0.61 |
| Bulgaria | 0.51 |
| Burkino Faso | 0.99 |
| Burundi | 0.72 |
| Cambodia | 1.39 |
| Cameroon | 0.94 |
| Cape Verde Islands | 0.84 |
| Cayman Islands (NPA: 345) | 0.39 |
| Central African Republic | 1.36 |
| Chad Republic | 1.64 |
| Chile | 0.31 |
| Chile (Cellular) | 0.78 |
| Chile (special Services) | 0.59 |
| China (Cellular) | 0.91 |
| China, Peoples Republic of | 0.33 |
| China-Beijing | 0.33 |
| China-Shanghai | 0.33 |
| Christmas Island | 0.75 |
| Cocos-Kellina Island | 0.75 |
| Colombia | 0.51 |
| Colombia (Cellular) | 0.98 |
| Columbia-Baranquilla | 0.23 |

LONG DISTANCE SERVICES

5. Rates for International Long Distance Service (Cont'd)

5.1 Rate Schedules (Cont'd)

(c) Standard International Service (Cont'd)

| COUNTRY | RATE |
|----------------------------|------|
| Columbia-Bogota | 0.23 |
| Columbia-Cali | 0.25 |
| Columbia-Medellin | 0.25 |
| Comoros | 0.93 |
| Congo Republic | 1.08 |
| Cook Islands | 1.53 |
| Costa Rica | 0.29 |
| Costa Rica (Cellular) | 0.90 |
| Croatia | 0.45 |
| Cuba | 1.55 |
| Cyprus | 0.50 |
| Cyprus (Cellular) | 0.90 |
| Czech Republic | 0.37 |
| Czech Republic (Cellular) | 0.85 |
| Denmark | 0.17 |
| Denmark (Cellular) | 0.77 |
| Diego Garcia | 1.64 |
| Djibouti Republic | 1.18 |
| Dominica (NPI: 767) | 0.75 |
| Dominican Republic | 0.31 |
| Ecuador | 0.59 |
| Ecuador (Cellular) | 0.91 |
| Ecuador-Guayaquil | 0.59 |
| Ecuador-Quito | 0.59 |
| Egypt | 0.88 |
| Egypt(Cellular) | 1.17 |
| Egypt-Cairo | 0.88 |
| El Salvador | 0.52 |
| El Salvador (Cellular) | 1.26 |
| Equatorial Guinea Republic | 1.23 |
| Eritrea | 1.71 |
| Estonia | 0.41 |
| Estonia (Cellular) | 0.65 |
| Ethiopia | 1.42 |
| Faeroe Islands | 0.47 |
| Falkland Islands | 0.98 |
| Fiji Islands | 1.08 |
| Finland | 0.20 |

LONG DISTANCE SERVICES

5. Rates for International Long Distance Service (Cont'd)

5.1 Rate Schedules (Cont'd)

(c) Standard International Service (Cont'd)

| COUNTRY | RATE |
|------------------------------|------|
| Finland (Cellular) | 0.74 |
| Finland-Helsinki | 0.20 |
| France | 0.15 |
| France (Cellular) | 0.78 |
| France-Paris | 0.15 |
| French Antilles/Martinique | 0.55 |
| French Guiana | 0.62 |
| French Polynesia | 0.78 |
| Gabon Republic | 0.92 |
| Gambia | 0.85 |
| Georgia | 0.72 |
| Germany | 0.15 |
| Germany (cellular) | 0.78 |
| Germany-Berlin | 0.15 |
| Ghana | 0.66 |
| Ghana - Accra | 0.34 |
| Gibraltar | 0.41 |
| Gilbert Island | 1.04 |
| Greece | 0.42 |
| Greece - Athens | 0.42 |
| Greece (cellular) | 0.91 |
| Greenland | 0.62 |
| Grenada (NPA: 473) | 0.78 |
| Guadeloupe | 0.64 |
| Guantanamo Bay | 1.69 |
| Guatemala | 0.51 |
| Guatemala (Cellular) | 0.86 |
| Guinea | 0.80 |
| Guinea Bissau | 1.07 |
| Guyana | 1.36 |
| Haiti | 0.89 |
| Haiti (Cellular) | 1.17 |
| Honduras | 0.88 |
| Hong Kong | 0.16 |
| Hong Kong (Cellular) | 0.91 |
| Hong Kong (Special Services) | 0.59 |
| Hungary | 0.38 |

LONG DISTANCE SERVICES

5. Rates for International Long Distance Service (Cont'd)

5.1 Rate Schedules (Cont'd)

(c) Standard International Service (Cont'd)

| COUNTRY | RATE |
|----------------------|------|
| Hungary (Cellular) | 0.34 |
| Iceland | 0.32 |
| Iceland (Cellular) | 0.87 |
| India | 0.95 |
| India (Cellular) | 1.30 |
| India -Bangalore | 0.95 |
| India-Bombay | 0.95 |
| India-Calcutta | 0.95 |
| India-Hyderabad | 0.95 |
| India-Madras | 0.95 |
| India-New Delhi | 0.95 |
| India-Prune | 0.95 |
| Indonesia | 0.52 |
| Indonesia (Cellular) | 0.26 |
| Indonesia-Jakarta | 0.26 |
| Iran | 1.15 |
| Iraq | 2.59 |
| Ireland | 0.20 |
| Ireland (Cellular) | 0.65 |
| Ireland-Dublin | 0.20 |
| Israel | 0.25 |
| Israel (Cellular) | 0.78 |
| Italy | 0.22 |
| Italy (cellular) | 0.78 |
| Ivory Coast | 1.04 |
| Jamaica (NPA: 876) | 0.86 |
| Japan | 0.19 |
| Japan (cellular) | 0.78 |
| Japan-Nagoya | 0.20 |
| Japan-Osaka | 0.18 |
| Japan-Tokyo | 0.18 |
| Japan-Yokohama | 0.19 |
| Japan-Yokohama | 0.19 |
| Japan-Yokohama | 0.19 |
| Jordan | 0.99 |
| Jordan - Amman | 0.39 |
| Kazakhstan | 0.72 |
| Kenya | 0.90 |

LONG DISTANCE SERVICES

5. Rates for International Long Distance Service (Cont'd)

5.1 Rate Schedules (Cont'd)

(c) Standard International Service (Cont'd)

| COUNTRY | RATE |
|--------------------------|------|
| Kenya - Nairobi | 0.39 |
| Kiribati | 1.04 |
| Kuwait | 0.91 |
| Kuwait (Cellular) | 1.82 |
| Kyrgyzstan | 0.77 |
| Latvia | 0.44 |
| Latvia (Cellular) | 0.34 |
| Lebanon | 0.88 |
| Lebanon (cellular) | 1.51 |
| Lesotho | 0.63 |
| Liberia | 0.70 |
| Libya | 0.52 |
| Liechtenstein | 0.18 |
| Lithuania | 0.58 |
| Loas | 1.15 |
| Luxembourg | 0.21 |
| Luxembourg (Cellular) | 0.91 |
| Macao | 0.45 |
| Macedonia | 0.64 |
| Madagascar | 2.33 |
| Madagascar (Cellular) | 3.89 |
| Malawi | 0.64 |
| Malaysia | 0.21 |
| Malaysia (Cellular) | 0.77 |
| Malaysia-Kuala Lumpur | 0.21 |
| Maldives, Republic of | 0.99 |
| Mali Republic | 1.25 |
| Malta Republic | 0.31 |
| Marshall Islands | 0.67 |
| Mauritania | 0.87 |
| Mauritius | 1.13 |
| Mayotte Island (Comoros) | 0.93 |
| Micronesia | 1.04 |
| Moldava | 0.67 |
| Monaco | 0.26 |
| Monaco (Cellular) | 0.18 |
| Mongolia | 1.04 |
| Montserrat (NPA: 664) | 0.83 |

LONG DISTANCE SERVICES

5. Rates for International Long Distance Service (Cont'd)

5.1 Rate Schedules (Cont'd)

(c) Standard International Service (Cont'd)

| COUNTRY | RATE |
|---------------------------------|------|
| Morocco | 0.81 |
| Mozambique | 0.59 |
| Myanmar-Burnma | 1.30 |
| Nakhodka | 1.68 |
| Namibia | 0.44 |
| Nauru | 1.15 |
| Nepal | 1.18 |
| Netherlands | 0.13 |
| Netherlands (Cellular) | 0.78 |
| Netherlands Antilles | 0.38 |
| Netherlands Antilles (Cellular) | 0.32 |
| Nevis (NPA:869) | 0.51 |
| New Caledonia | 0.96 |
| New Zealand | 0.20 |
| New Zealand - Auckland | 0.22 |
| New Zealand (Cellular) | 1.04 |
| Nicaragua | 0.72 |
| Nicaragua (Cellular) | 0.64 |
| Niger Repulic | 0.95 |
| Nigeria | 0.91 |
| Niue Island (Toniga) | 2.59 |
| Norfolk Island | 1.46 |
| North Korea | 1.68 |
| Norway | 0.17 |
| Norway (Cellular) | 0.78 |
| Oman | 0.96 |
| Pakistan | 1.04 |
| Pakistan - Lahore | 0.61 |
| Pakistan (Cellular) | 1.06 |
| Pakistan-Karachi | 1.06 |
| Palau Republic | 0.64 |
| Panama | 0.52 |
| Panama (Cellular) | 0.91 |
| Papua New Guinea | 0.70 |
| Paraguay | 0.65 |
| Peru | 0.65 |
| Peru - Lima | 0.35 |
| Peru (Cellular) | 0.90 |

LONG DISTANCE SERVICES

5. Rates for International Long Distance Service (Cont'd)

5.1 Rate Schedules (Cont'd)

(c) Standard International Service (Cont'd)

| COUNTRY | RATE |
|----------------------------|------|
| Philippines | 0.34 |
| Philippines (Cellular) | 0.91 |
| Philippines-Manila | 0.34 |
| Poland | 0.35 |
| Poland - Warsaw | 0.35 |
| Poland (Cellular) | 0.78 |
| Portugal | 0.35 |
| Portugal (Cellular) | 1.04 |
| Qatar | 0.78 |
| Qatar (Cellular) | 0.64 |
| Reunion Island | 0.81 |
| Romania | 0.58 |
| Romania - Bucharest | 0.58 |
| Russia | 0.39 |
| Russia-Moscow | 0.22 |
| Russia-Overlay | 0.39 |
| Russia-St. Petersburg | 0.26 |
| Rwanda | 1.12 |
| Sakhalin (former Russia) | 0.94 |
| San Marino | 0.47 |
| Sao Tome | 1.17 |
| Saudi Arabia | 0.84 |
| Senegal | 1.11 |
| Senegal (Cellular) | 1.11 |
| Seychelles Island | 0.98 |
| Sierra Leone | 1.00 |
| Sierra Leone (Cellular) | 1.00 |
| Singapore | 0.22 |
| Singapore (Cellular) | 0.91 |
| Slovakia | 0.35 |
| Slovakia - (Cellular) | 0.35 |
| Slovenia (Cellular) | 0.85 |
| Slovenia (Slovia) | 0.36 |
| Solmon Islands | 1.69 |
| Somalia | 2.06 |
| South Africa | 0.46 |
| South Africa (Cellular) | 0.91 |
| South Africa -Johannesburg | 0.46 |

LONG DISTANCE SERVICES

5. Rates for International Long Distance Service (Cont'd)

5.1 Rate Schedules (Cont'd)

(c) Standard International Service (Cont'd)

| COUNTRY | RATE |
|------------------------------|------|
| South Korea | 0.22 |
| South Korea (Cellular) | 0.91 |
| South Korea-Seoul | 0.22 |
| Spain | 0.22 |
| Spain - Barcelona | 0.22 |
| Spain - Canary Island | 0.65 |
| Spain - Madrid | 0.22 |
| Spain (Cellular) | 0.65 |
| Sri Lanka | 1.03 |
| ST. Helena | 1.02 |
| ST. Kitts (NPA: 869) | 0.51 |
| ST. Lucia (NPA: 758) | 0.69 |
| ST. Pierre & Miquelon | 0.38 |
| ST. Vincent-Grenadines | 0.74 |
| Sudan | 1.03 |
| Suriname | 1.16 |
| Swaziland | 0.42 |
| Sweden | 0.17 |
| Sweden (Cellular) | 0.91 |
| Sweden -Stockholm | 0.17 |
| Switzerland | 0.15 |
| Switzerland (Cellular) | 0.64 |
| Syria | 0.98 |
| Taiwan | 0.21 |
| Taiwan (Cellular) | 0.78 |
| Taiwan-Taipei | 0.21 |
| Tajikistan | 0.61 |
| Tanzania | 0.73 |
| Thailand | 0.44 |
| Thailand-Bangkok | 0.44 |
| Togo Republic | 1.17 |
| Tonga Islands | 1.17 |
| Trinidad & Tobago (NPA: 868) | 0.52 |
| Tunisia | 0.62 |
| Turkey | 0.58 |
| Turkey - Ankara | 0.58 |
| Turkey (Cellular) | 0.74 |
| Turkey-Istanbul | 0.58 |

LONG DISTANCE SERVICES

5. Rates for International Long Distance Service (Cont'd)

5.1 Rate Schedules (Cont'd)

(c) Standard International Service (Cont'd)

| COUNTRY | RATE |
|------------------------------------|------|
| Turkmenistan | 0.77 |
| Turks & Caicos Islands | 0.54 |
| Tuvalu | 1.19 |
| Uganda | 0.60 |
| Ukraine | 0.53 |
| United Arab Emirates | 0.64 |
| United Arab Emirates (Cellular) | 0.64 |
| United Kingdom | 0.15 |
| United Kingdom (Cellular) | 0.78 |
| United Kingdom-London) | 0.12 |
| United Kingdom-London) | 0.12 |
| Uruguay | 0.52 |
| Uzbekistan | 0.65 |
| Vanuatu Republic | 2.33 |
| Vatican City | 0.33 |
| Venezuela | 0.46 |
| Venezuela (Cellular) | 1.04 |
| Venezuela-Caracas | 0.46 |
| Vietnam | 1.39 |
| Vietnam (Cellular) | 2.08 |
| Vietnam-Ho-Chi-Minh | 1.39 |
| Wallis & Futuna Island | 1.16 |
| Western Samoa | 1.01 |
| Yemen, Republic of | 1.14 |
| Yugoslavia & Serbia | 0.60 |
| Zaire | 0.93 |
| Zaire (Cellular) | 2.43 |
| Zambia | 0.72 |
| Zimbabwe | 0.51 |
| Zimbabwe (Cellular) | 0.51 |