

Spectrotel, Inc.
d/b/a OneTouch Communications
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Georgia Price List
Original Title Page

Effective: August 25, 2014

OPERATOR SERVICES PRICE LIST

GEORGIA

OPERATOR SERVICES PRICE LIST

OF

Spectrotel, Inc.
d/b/a OneTouch Communications

This Price List contains the descriptions, regulations, and rates applicable to the provision of Operator Services provided by Spectrotel, Inc. d/b/a One Touch Communications with principal offices at 3535 State Highway 66, Suite 7, Neptune, New Jersey 07753 for services furnished within the State of Georgia. This Price List may be inspected, during normal business hours, at the Company's principal place of business or at the Company's website at:

<http://www.spectrotel.com/support/faqs/tariffs/>

OPERATOR SERVICES PRICE LIST

CHECK SHEET

Pages, as listed below, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original Price List and are currently in effect as of the date on the bottom of this page.

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OPERATOR SERVICES PRICE LIST

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OPERATOR SERVICES PRICE LIST

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C** Changed regulation.
 - D** Delete or discontinue.
 - I** Change resulting in an increase to a Customer's bill.
 - M** Moved from another Price List location.
 - N** New
 - R** Change resulting in a reduction to a Customer's bill.
 - T** Change in text or regulation.
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OPERATOR SERVICES PRICE LIST

SECTION 1 - TERMS AND ABBREVIATIONS

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

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

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

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

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

Commission - Refers to the Georgia Public Service Commission.

Company or Carrier - Spectrotel, Inc. d/b/a OneTouch Communications, unless otherwise clearly indicated by the context.

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

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

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

LATA - Local Area of Transport and Access.

LEC - Local Exchange Company.

OPERATOR SERVICES PRICE LIST

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

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

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

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

Personal Identification Number (PIN) - See Authorization Code.

Spectrotel – Spectrotel, Inc. d/b/a OneTouch Communications, issuer of this Price List.

Switched Access - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

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

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

OPERATOR SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company services and facilities are furnished for communications originating and terminating at specified points within the State of Georgia under terms of this Price List.

The Company provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Price List. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Use

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

2.2.2 The services the company offers shall not be used for any unlawful purpose for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

OPERATOR SERVICES PRICE LIST

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

2.3 Limitations of Service

- 2.3.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Price List.
- 2.3.2** The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Price List, or in violation of law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.4 Assignment and Transfer

All facilities provided under this Price List are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this Price List shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

OPERATOR SERVICES PRICE LIST

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

2.5 Liability of the Company

- 2.5.1** The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Price List shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.5.2** The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Price List, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Price List, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.5.4** The Company shall not be liable for any claim, loss, or refund as a result of theft or unauthorized use of Authorization Codes issued for the use of Company services.
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OPERATOR SERVICES PRICE LIST

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

2.6 Billing and Payment for Service

2.6.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number (s) incurred at the specific request of the Customer. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Georgia Public Service Commission. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. If the Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the Georgia Public Service Commission for final resolution.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Price List.

OPERATOR SERVICES PRICE LIST

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

2.6 Billing and Payment for Service (Cont'd.)

2.6.2 Deposits

- A.** To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Georgia Public Service Commission Rule 515-12-1.05(4). A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two and one-half months of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment. The sum of the advance payments and deposits will not exceed 2 ½ months' estimated monthly service charges.
- B.** Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- C.** Deposits will accrue interest annually at the required interest rate in accordance with Georgia Public Service Commission Rule 515-12-1.05(4)(b). Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- D.** The Company shall annually and automatically refund, with interest, the deposits, of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

OPERATOR SERVICES PRICE LIST

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

2.6 Billing and Payment for Service, (Cont'd.)

2.6.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit. The sum of the advance payments and deposits will not exceed 2 ½ months' estimated monthly service charges.

2.6.4 Late Payment Fees

A late payment fee of 1.5% will be applied to a customer's bill when the previous month's bill has not been paid in full by the billing date and the balance is greater than \$20.00.

2.6.5 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity and pursuant to Georgia law and Commission regulations.

OPERATOR SERVICES PRICE LIST

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

2.6 Billing and Payment for Service, (Cont'd.)

2.6.6 Billing Dispute

- A. Any objections to billed charges must be reported to the Company or its billing agent in writing within twenty (20) days of the closing date printed on the invoice or statement issued to the Customer. Disputes may be submitted orally or in writing. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B. Late payment fees will not be applied during the period when a bill is disputed regardless of the outcome of the dispute.
- C. Customers may contact the Company's business office at the following number: 888-773-9722.
- D. If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission at the following address:

Georgia Public Service Commission
244 Washington Street
Atlanta, GA 30334

OPERATOR SERVICES PRICE LIST

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

2.7 Taxes and Fees

- 2.7.1** All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this Price List, but shall be listed as separate line items on the Customer bill for services paid for in arrears.
- 2.7.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.7.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such adjustments shall be listed in this Price List.
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OPERATOR SERVICES PRICE LIST

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

2.8 Refunds or Credits for Service Outages or Deficiencies

2.8.1 Interruption of Service

Credit allowances for interruptions of service which are not due to Company testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5 herein. No credit is issued for outages less than 2 hour in duration. Credit for outages greater than 2 hour in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for re-establishment of the connection.

2.8.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

OPERATOR SERVICES PRICE LIST

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

2.9 Cancellation or Termination of Service by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms. For prepaid services, the Customer may cancel service by fully depleting the available balance of the Customer account and/or by not renewing a renewable account.

OPERATOR SERVICES PRICE LIST

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

2.10 Refusal or Discontinuance by Company

2.10.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore services as soon as it can be provided without undue risk, and will, upon request by the Customer, assign new authorization codes to replace ones that have been deactivated.

2.10.2 The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given notice to comply with any rule or remedy any deficiency:

- A.** For nonpayment of undisputed charges, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
 - B.** For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
 - C.** For use of telephone service for any purpose other than that described in the application.
 - D.** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
 - E.** For noncompliance with or violation of Commission regulation or the Company rules and regulations on file with the Commission.
 - F.** Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
 - G.** Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
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OPERATOR SERVICES PRICE LIST

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

2.10 Refusal or Discontinuance by Company, (Cont'd.)

2.10.2 (Cont'd.)

- H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

- I.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

OPERATOR SERVICES PRICE LIST

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

2.11 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.12 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.13 Terminal Equipment

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

OPERATOR SERVICES PRICE LIST

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

2.14 Responsibilities of Authorized Users

2.14.1 The Authorized User is responsible for compliance with the applicable regulations set forth in this Price List as well as all rules and regulations of the state utility commission and the FCC.

2.14.2 The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.

2.14.3 The Authorized User is responsible for providing the Company with a valid method of billing for each call. The Company reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

2.15 Countywide Calling

Pursuant to O.C.G.A. Section 46-5-25.1, all calls originating and terminating within the same county are toll free.

2.16 0-16 Mile Band Restriction

Pursuant to O.C.G.A. Section 46-2-25.2, all calls originating and terminating between central offices that are within 16 miles of each other are toll free.

2.17 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

TDD: The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and night/weekend rate during the evening rate period.

TRS: The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 25% of the applicable rate.

OPERATOR SERVICES PRICE LIST

SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

The Company provides operator services for communications originating and terminating within the State of Georgia. Interexchange operator services are only available in conjunction with the Company local service. Company services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service. The minimum call completion rate shall be no less than 97%.

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

3.2 Timing of Calls

Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this Price List:

- 3.2.1** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
 - 3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
 - 3.2.3** The initial and additional billing increments are stated in the description of each service.
 - 3.2.4** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.
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OPERATOR SERVICES PRICE LIST

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

3.3 Rate Periods

Unless otherwise specified in this Price List, the following rate periods apply to services subject to time of day discounts:

Times	Mon	Tues	Wed	Thur	Fri	Sat	Sun
8:00 am to 5:00 pm*	Daytime Period						
5:00 pm to 11:00 pm*	Evening Period						
11:00 pm to 8:00 am*	Night/Weekend Period						
							Eve.

Times	All Days
7:00 am to 6:00 pm*	Peak Period
6:00 pm to 7:00 am*	Off-Peak Period

* Up to but not including.

3.4 Emergency Calls

No charge applies to emergency calls to recognized emergency numbers.

3.5 Holidays

The Company does not offer Holiday discounts.

OPERATOR SERVICES PRICE LIST

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

3.6 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between the Rate Centers associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using industry-standard "V" and "H" coordinates of the Rate Centers, in the following manner:

- Step 1 -** Obtain the "V" and "H" coordinates for the Rate Center of the originating and the destination points.
- Step 2 -** Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the difference between the "H" coordinates.
- Step 3 -** Square the differences obtained in Step 2.
- Step 4 -** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 -** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 -** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating points of the call.

Formula:

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

Effective: August 25, 2014

OPERATOR SERVICES PRICE LIST

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

3.7 Public Telephone Surcharge

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

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

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

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

Rate per Call: \$0.35

OPERATOR SERVICES PRICE LIST

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

3.8 Operator Services

Operator Services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day, seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

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

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

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

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

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OPERATOR SERVICES PRICE LIST

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

3.8 Operator Services, (Cont'd.)

3.8.2 Maximum Per Call Service Charges

A per-call service charge applies in addition to the per minute usage rates when applicable.
The service charge applies in all rate periods.

InterLATA

Customer Dialed Calling Card	\$2.25
Operator Dialed Calling Card	\$5.50
Collect, Automated	\$3.95
Collect, Operator Assisted	\$5.50
Third Party Billed, Automated	\$3.95
Third Party Billed, Operator Assisted	\$6.50
Person-to-Person	\$9.95

IntraLATA

Customer Dialed Calling Card	\$0.90
Operator Dialed Calling Card	\$2.20
Collect	\$2.20
Third Party Billed	\$2.20
Person-to-Person	\$4.85
Operator Dialed Surcharge	\$1.10

OPERATOR SERVICES PRICE LIST

SECTION 4 - CONTRACTS AND PROMOTIONS

4.1 Demonstration of Service

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

4.2 Promotions - General

From time to time the Company may promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed one year, or by offering premiums or refunds of equivalent value.
