PUERTO RICO

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

CUSTOM TELECONNECT, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by Custom Teleconnect, Inc. within the Commonwealth of Puerto Rico. This tariff is on file with the Puerto Rico Public Utilities Commission. Copies may be inspected during normal business hours at the Company's principal place of business located at 6242 West Desert Inn Road, Las Vegas, Nevada 89146.

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
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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 tariff location.

N - New.

R - Change resulting in a reduction to a Customer's bill.

T - Change in text or regulation.

TARIFF FORMAT

A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the Original Page 14 cancels the Original Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

SECTION 1 - TERMS AND ABBREVIATIONS

Aggregator - A person, firm, corporation, or other legal entity which contracts with the Company for installation of the Company's services. Aggregators make available the Company's services for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is also responsible for compliance with the terms and conditions of this tariff.

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 tariff.

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 Puerto Rico Public Utilities Commission.

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

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

CTI - Used throughout this tariff to refer to Custom Teleconnect, Inc.

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 tariff.

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 tariff. 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.

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.

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.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Custom Teleconnect, Inc.

CTI's services and facilities are furnished for communications originating at specified points within the Commonwealth of Puerto Rico under terms of this Tariff.

CTI provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. CTI 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 CTI 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 tariff 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.

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 Tariff.

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 Tariff, 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 tariff are directly or indirectly controlled by CTI and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff 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.

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 Tariff 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 Tariff, 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 Tariff, 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 the Company's services.

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); placed using a Debit Card as a form of payment regardless of the purchaser of the card or the originating location of the call; 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 Puerto Rico Public Utilities Commission. Any objections to billed charges must be promptly reported to the Company or its billing agent.

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 Tariff.

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

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

2.6.2 Deposits

The Company does not require Customer deposits. The prepayment of services which are immediately available to the Customer does not constitute a deposit.

2.6.3 Advance Payments

The Company does not require Advance Payments.

2.6.4 Late Payment Fees

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Puerto Rico State law.

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 Puerto Rico law and Board regulations.

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

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

2.6.6 Billing Dispute

.1 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.

.2 Late payment fees will not be applied during the period when a bill is disputed regardless of the outcome of the dispute.

.3 Customers may contact the Company's business office at the following toll-free number 800-672-9080

.4 If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission at the following address:

Puerto Rico Public Utilities Commission
235 Ave. Arterial Hostos
North Tower, Suite 1001
San Juan, Puerto Rico 00918-1453

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 tariff, but shall be listed as separate line items on the Customer's 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 tariff.

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 the Company's 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 hours in duration. Credit for outages greater than 2 hours 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.

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.

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. CTI will restore services as soon as it can be provided without undue risk.

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

2.10 Refusal or Discontinuance by Company

2.10.2 The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given ten (10) days notice to comply with any rule or remedy any deficiency:

A. For nonpayment of undisputed delinquent charges, provided that suspension or termination of service shall not be made without ten (10) 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 CTI or its agents for the purpose of inspection and maintenance of equipment owned by CTI or its agents.

E. For noncompliance with or violation of Commission regulation or CTI's 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 CTI's equipment or service to others.

G. Without notice in the event of tampering with the equipment or services owned by CTI or its agents.

H. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, CTI 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.

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 CTI 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 CTI'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 CTI's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

CTI provides direct dial, toll free, institutional operator assisted calling and operator services for communications originating and terminating within the Commonwealth of Puerto Rico. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

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 CTI's services and network.

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

3.2 Timing of Calls

Billing for calls placed over the CTI network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

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.

3.3 Calculation of Distance

The company does not rate calls by distance.

3.4 Rate Periods

The Company does not rate calls by time of day.

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

3.5 Operator Assisted Calling

Operator Assisted Calling is available for use by transient end users from Aggregator locations. Per call charges reflecting the level of operator assistance and billing method are an additional charge. Operator service charges are not discounted for time of day.

The Company offers many operator service rate plans depending upon the needs of a particular Aggregator location. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to long distance 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 long distance 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 long distance 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 long distance 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.

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

3.5 Operator Assisted Calling, (Cont'd.)

3.5.1 PR - 1 Rates and Usage Charges

Aggregators may select from the following billing increments:

1.	Initial period: 1 minute;	Additional period: 1 minute
2.	Initial period: 3 minutes;	Additional period: 1 minute
3.	Initial period: 3 minutes;	Additional period: 3 minutes

A. Per Minute Usage Rates

Per Minute Usage Rate	$0.99

B. Per Call Service Charges

Customer Dialed Calling Card:	$4.99
Operator Dialed Calling Card:	$7.50

	Automated	Operator Assisted
Collect	$5.99	$7.50
Billed to Third Party:	$6.99	$9.99
Person-to-Person:		$12.50

Property Imposed Fee	$5.00

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

3.5 Operator Assisted Calling, (Cont'd.)

3.5.2 PR - 2 Rates and Usage Charges

Aggregators may select from the following billing increments:

1.	Initial period: 1 minute;	Additional period: 1 minute
2.	Initial period: 3 minutes;	Additional period: 1 minute
3.	Initial period: 3 minutes;	Additional period: 3 minutes

A. Per Minute Usage Rates

Per Minute Usage Rate	$1.15

B. Per Call Service Charges

Customer Dialed Calling Card:	$4.99
Operator Dialed Calling Card:	$7.50

	Automated	Operator Assisted
Collect	$5.99	$7.50
Billed to Third Party:	$6.99	$9.99
Person-to-Person:		$12.50

Property Imposed Fee	$5.00

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

3.5 Operator Assisted Calling, (Cont'd.)

3.5.3 PR - 3 Rates and Usage Charges

Aggregators may select from the following billing increments:

1.	Initial period: 1 minute;	Additional period: 1 minute
2.	Initial period: 3 minutes;	Additional period: 1 minute
3.	Initial period: 3 minutes;	Additional period: 3 minutes

A. Per Minute Usage Rates

Per Minute Usage Rate	$1.29

B. Per Call Service Charges

Customer Dialed Calling Card:	$4.99
Operator Dialed Calling Card:	$7.50

	Automated	Operator Assisted
Collect	$5.99	$7.50
Billed to Third Party:	$6.99	$9.99
Person-to-Person:		$12.50

Property Imposed Fee	$5.00

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

3.6 Institutional Operator Assisted Calling

Institutional operator assisted service allows Inmates to place Collect Calls through an automated call processing system. The call processing system prompts the Inmate and the called party such that the call is completed without live operator assistance. Calls are placed on a collect-only basis to the called party.

A number of special blocking and screening capabilities are available with institutional operator services provided by CTI. These capabilities allow Institutions to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the Institution.

For services provided to Inmates of Institutions, the following special conditions apply:

a. Calls to "900", "976" or other pay-per-call services are blocked by CTI.

b. At the request of the Institution, CTI may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).

c. At the request of the Institution, CTI may block Inmate access to "911", "411", or local operators reached through "0-" dialing.

d. At the request of the Institution, CTI may block Inmate access to specific telephone numbers.

e. Availability of CTI's services may be restricted by the Institution to certain hours and/or days of the week.

f. At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning CTI's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.

g. At the request of the Institution, CTI may impose time limits on local and long distance calls placed using its services.

h. At the request of the Institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.

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

3.6 Institutional Operator Assisted Calling, (Cont'd.)

3.6.1 Option 1

A. Usage Charges

The following rates and charges apply to local calls placed by inmates of confinement institutions.

Usage Charges:

	Day		Evening		Night/Weekend	
Miles	**Initial Minute**	**Add'l. Minute**	**Initial Minute**	**Add'l. Minute**	**Initial Minute**	**Add'l. Minute**
All	$0.6900	$0.6900	$0.6900	$0.6900	$0.6900	$0.6900

Per Call Service Charges:

Collect Calls: $3.95

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

3.6 Institutional Operator Assisted Calling, (Cont'd.)

3.6.2 Option 2

A. Usage Charges

The following rates and charges apply to local calls placed by inmates of confinement institutions.

Per Minute Usage Rates	$0.99

Per Call Service Charges:

Operator Station Collect - Automated	$ 5.99

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

3.7 Directory Assistance

Directory Assistance is available to Customers. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. Residential Customers receive 3-5 free Directory Assistance calls. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Per Call Charge	$1.99

3.8 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access 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.

3.8.1 Public Telephone Surcharge

Rate Per Call	$0.65

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

3.9 Billing Cost Recovery Fee

In order to partially offset increased expenses associated with billing calls via local exchange carriers, an undiscountable billing cost recovery fee may apply each billing period in which calls are billed through a Customer's local exchange carrier. This fee will be charged only once per billing period regardless of the number of calls. The fee will not apply in any billing period in which no calls are billed via the Customer's local exchange carrier.

Per month where applicable:	$2.49

3.10 Regulatory Compliance Fee

This fee allows the Company to recover expenses that the Company incurs with regard to the Universal Service Fund, National Number Portability and other regulatory fees. This fee is not a tax or charge imposed or required by any government entity.

Rate Per Billing Statement	$1.50

3.11 Nonsubscriber Service Charge

A Nonsubscriber Service Charge is applicable to Operator Station, Person-to-Person or Real Time rated calls billed to all lines which are pre-subscribed to an interexchange carrier other than the Company, or not pre-subscribed to any interexchange carrier. This charge is in addition to the initial period and additional period charges applicable to calls from points throughout the United States. The Nonsubscriber Service Charge does not apply to calling card calls, intraLATA calls, conference calls, calls to Directory Assistance, toll free or 900 telephone numbers, Ship-to-Shore service or Telecommunications Relay Service, calls originated from cellular phones; Customers with disabilities and calls billed to all lines which have discontinued pre-subscription to the Company but for whom an active billing record still exists in Company's billing system.

Nonsubscriber Service Charge, Per Call	$3.50

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

3.12 Location Surcharge

A surcharge may be imposed on calls made from payphones only in addition to the rates and charges selected by the Aggregator. The combination of service charges, usage charges and Location Surcharge may be limited by the Company to comply with FCC rules and orders or to insure that the resulting rates and charges are just and reasonable as determined by the Company. The Location Surcharge does not apply to guest room telephones at hotels and motels, and is listed below unless otherwise indicated within a specific rate plan as tariffed.

Property Surcharge	$5.00

3.13 Nonsubscriber Service Charge

A Nonsubscriber Service Charge is applicable to operator assisted calls billed to residential lines which are presubscribed to an interexchange carrier other than CTI, or nor presubscribed to any interexchange carrier. This charge is in addition to the applicable initial period charges and in addition to any applicable service charges for operator handled calls.

Per Call Charge:	$3.50

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

3.14 *11 Service

Customers may access the Company's network to place a collect call or other call type requiring operator assistance by dialing a designated access code. Calls are not mileage or time-of-day sensitive.

Aggregators may select from the following billing increments:

1.	Initial period: 1 minute;	Additional period: 1 minute
2.	Initial period: 3 minutes;	Additional period: 1 minute
3.	Initial period: 3 minutes;	Additional period: 3 minutes

Rate Per Minute:	$0.89
Rate Per Call:	$4.99
Property Surcharge Per Call:	$3.00

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 three (3) months. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

4.2 Promotions

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