Ninth Revision

TITLE SHEET

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

EFFECTIVE 01/01/14

_____

CHANGE SHEET

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

Revisions to Catalog Schedule No. 1, Effective 01/01/14

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- **1010321 Service Rate increase.**

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PRELIMINARY STATEMENT

This catalog schedule contains all effective rates and rules together with information relating to, and applicable to Teleconnect's Services.

Teleconnect Services also provides interstate telecommunications service within the United States.

Effective August 1, 2001, pursuant to the direction of the Federal Communications Commission (FCC), Teleconnect is canceling its federal tariffs for services with certain exceptions, including those pertaining to exchange access, casual calling, and basic long distance service during a 45-day period for customers who sign up for Teleconnect service with a Local Exchange Carrier (LEC). International services for Residential and Small Business customers will also remain tariffed through January 27, 2002. Beginning August 1, service descriptions, definitions, terms and conditions, and pricing for the Business Markets services no longer federally tariffed may be found in the "Service Publication and Price Guide" located at the website http://www.worldcom.com. Also, beginning August 1, service descriptions, definitions, terms and conditions, and pricing for state-to-state Residential and Small Business services no longer federally tariffed may be found i) at http://www.mci.com/service for Residential services and http://www.mci.com/sb/service_agreement for Small Business services, or ii) by calling 1-800-444-3333.

SERVICE AREA MAP

Teleconnect provides switched intrastate long distance telecommunications services within the State of California.

Teleconnect has been granted authority by the Cal. P.U.C. to provide service within the State of California.



SERVICE AREA

In the following exchanges Teleconnect offers FGD connections only for access to its services. In such situations, only subscribers served from a local switch, which has been converted to equal access, can obtain service from Teleconnect.

Metro Los Angeles
Metro San Francisco
Metro San Jose
Metro Oakland
Metro San Diego
Metro Sacramento #3
Metro Bakersfield
Metro Stockton #9
Metro Santa Rosa
Metro Modesto
Agoura Hills
Anaheim
Buena Park
Burbank
Canoga Park
Carson
Chico
Colton
Concord
Metro Napa
Metro Fairfield
Metro Visalia
Metro Salinas
Metro San Bernadino
Metro Pomona
Metro Ontario
Metro Oceanside #6
Metro Richmond
Metro Monterey
Mar Vista
Montebello
Newark
Norwalk
Orange
Palo Alto
Pinole
Redondo Beach
Redwood City

Culver City	Reseda
Danville	San Carlos
Downey	San Leandro
El Monte	San Mateo
El Segundo	San Rafael
Fremont	Santa Ana
Glendale	Santa Barbara
Hawthorne	Santa Cruz
Inglewood	Torrance
Lomita	Van Nuys
Long Beach	West Lakeville
Westminster	

RATE SCHEDULE

APPLICABILITY

This catalog schedule applies to intrastate interexchange telecommunications service furnished by Teleconnect Company (Teleconnect).

TERRITORY

Within the areas of all exchanges, as said exchanges are defined on Sheet 10-T herein, as authorized by the California P.U.C.

DAYSAVER AND DAYSAVER PLUS RATES

(Effective January 1, 1995, Daysaver Plus will no longer be available to new subscribers.)

a. Day Rates. These rates are applicable 8:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of holidays.

Initial 30 seconds	Each additional six seconds
$0.1300	$0.0260

b. Evening/Night/Weekend Rates. These rates apply at all other times not listed in a. above.

Initial 30 seconds	Each additional six seconds
$0.0975	$0.0195

MAX-SAVE RATES

a. Day Rates. These rates are applicable 8:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of holidays.

Initial 30 seconds	Each additional six seconds
$0.1215	$0.0243

b. Evening/Night/Weekend Rates. These rates apply at all other times not listed in a. above.

Initial 30 seconds	Each additional six seconds
$0.0912	$0.0182

HIGH VOLUME DISCOUNTS

a. DaySaver Plus. DaySaver Plus customers' month call volumes are subject in whole or in part to high volume discounts. These discounts reduce a customer's bill below the amount of the cumulative message rate.

b. Exempt Calls. The following types of calls are not subject to a high volume discount and are not considered in calculating a customer's volume when determining the magnitude of that customer's high volume discount:

c. Application. At the end of each billing cycle the dollar volume of the customer's calls during the billing cycle is calculated. This is the aggregate of both interstate and intrastate calls, excluding those specified in Exempt Calls (b) above.

d. DaySaver Plus. For DaySaver Plus customers, the volume described in c. above will be used to determine the amount of the high volume discount. The high volume discount will be applied only to the daytime portion of that call volume.

e. Amount of Discount. The high volume discount applied is based on the volume of the customer's billing cycle calls, as follows:

Day Saver Plus

Volume of Billing Cycle Calls	High Volume Discount
$ 0 - $ 499.99	0%
$ 500 - $ 999.99	5%
$1,000 - $1,999.99	10%
$2,000 Plus	15%

RATES AND CHARGES - MONTHLY AND NONRECURRING -DAYSAVER, MAX-SAVE

The monthly and nonrecurring rates and charges applicable to DaySaver, DaySaver Plus and MAX-SAVE include one authorization code and are as follows:

Service	Monthly	Nonrecurring
DaySaver (Includes Teleconnect payment for PIC charges of up to $5.00 per line.)	N/A	$49.00
DaySaver Plus (Includes Teleconnect payment for PIC charges of up to $5.00.)	N/A	$49.00
MAX-SAVE	N/A	$00.00

SMARTminutes
(A customer may pre-subscribe up to two lines for SMARTminutes or may access the service by dialing 1010826. If a customer dials 1010826, SMARTminutes rates apply only when a call is placed from a pre-subscribed SMARTminutes phone.

(Effective October 12, 1998, SMARTminutes will not be available to new customers)

Usage Rates
All periods $0.07 per minute - Interlata
$0.07 per minute - Intralata

Features
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes.

SMARTminutes Calling Card
(Effective April 1, 1997, SMARTminutes Calling Card will no longer be available to new customers.)

Customers will be charged a per minuted usage rate and a per call surcharge pursuant to Teleconnect' FCC Tariff No. 4, for all SMARTminutes Calling Card calls that originate and terminate in the state.

SMARTminutes Advantage
(Effective October 12, 1998, SMARTminutes Advantage will no longer be available to new customers)
(Service is available on a limited geographic basis and for customers of certain Local Exchange Carriers.)

SMARTminutes Advantage is an outbound residential service that allows customers to originate calls via Local Exchange Carrier Feature Group D (FGD) access lines. Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Advantage. All SMARTminutes Advantage calls are subject to an initial one-minute duration with additional one-minute increments.

Usage Rates - All periods	$0.07 per minute - Interlata
	$0.07 per minute - Intralata

SMARTminutes Advantage Calling Card
Customers will be charged a per minuted usage rate and a per call surcharge pursuant to Teleconnect's FCC Tariff No. 4, for all SMARTminutes Advantage Calling Card calls that originate and terminate in the state.

Savings Club
Savings Club is an outbound residential service that allows customers to originate calls via Local Exchange Carrier Feature Group D (FGD) access lines. A customer may designate up to two lines for Savings Club Service. Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to Savings Club. All Savings Club calls are subject to an initial one-minute duration with additional one-minute increments.

Usage Rates - All periods	$0.07 per minute - Interlata
	$0.07 per minute - Intralata

SMARTminutes for business
(Effective April 1, 1997, this service will no longer be available to new customers.)

Description:
SMARTminutes for business (an add-on to interstate service) is an inbound and outbound Commercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company carrier identification code (CIC); or (3) using a calling card access telephone number and personal identification number (PIN). Inbound service is accessed using common business line 800 termination. All SMARTminutes for business calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

Recurring charges:
Customers subscribing to inbound service will be charge a fee as described in Teleconnect's FCC Tariff No. 4 per month per 800 number.

Usage Rates:

Outbound:	$0.19 per minute	All periods
Calling Card:	$0.19 per minute	All periods
Inbound:	$0.19 per minute	All periods

Surcharge:
Calling Card surcharge: $1.20

Feature:
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes for business.

SMARTminutes for business Term Plan:
The SMARTminutes for business Term Plan is a term plan that provides discounts off intrastate usage rates. Customers who enroll in this plan will receive discounts (as described in Teleconnect's FCC Tariff No. 4) off standard tariffed rates for SMARTminutes for business. Directory Assistance, Operator Services and monthly recurring charges are not discountable.

Term Commitment and Renewal Option:
A customer must commit to service for a term of either one or two years. The term of the SMARTminutes for business Term Plan will commence no earlier than the first day of the billing month in which the customer subscribes to the plan. Upon expiration of the term, the customer will revert to standard tariffed rates for SMARTminutes for business.

Early Termination:
Discontinuance of service under the SMARTminutes for business Term Plan prior to the expiration of the committed therm constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge as described in Teleconnect's FCC Tariff No. 4.

Monthly Minimum Usage Fee
A fee up to $5.00 per account will be assessed if the total charges are less than $5.00 per account per monthly invoice.

Toll Free: Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

SMARTminutes Toll Free
(Effective April 1, 1997, this service will no longer be available to new customers.)

1. Description

   Nature of Service: SMARTminutes Toll Free is an inbound and outbound Commercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company Carrier Identification Code (CIC). Inbound service is accessed using common business line 800 terminations. SMARTminutes Toll Free calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

2. Availability

   a. SMARTminutes Toll Free is available for calling within the state.

   b. SMARTminutes Toll Free is only offered as an add-on to Teleconnect's interstate SMARTminutes Toll Free offering.

3. Rates and Charges

   a. Usage rates:

      Direct Dial
      $0.19 for all time of day rate periods for both inbound and outbound calls.

      Calling Card
      Customers will be charged a per minuted usage rate of $ 0.23 and a per call surcharge of $1.20 for all SMARTminutes Toll Free Calling Card calls that originate and terminate in the state.

   b. Features:
      Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Toll Free.

c. Toll Free:
Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

SMARTminutes Buy Down Plan
(Effective April 1, 1997, this service will no longer be available to new customers.)

1. Description

Nature of Service: SMARTminutes Buy Down Plan is an outbound Comercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company Carrier Identification Code (CIC). SMARTminutes Buy Down Plan calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

2. Availability

a. SMARTminutes Buy Down Plan is available for calling within the state.

b. SMARTminutes Buy Down Plan is only offered as an add-on to Teleconnect's interstate

SMARTminutes Buy Down Plan offering.

3. Rates and Charges

a. Usage rates:

Direct Dial
$0.19 for all time of day rate periods for both inbound and outbound calls.

Calling Card
Customers will be charged a per minuted usage rate of $0.23 and a per call surcharge of $1.20 for all SMARTminutes Buy Down Plan Calling Card calls that originate and terminate in the state.

b. Features:
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Buy Down Plan.

c. Toll Free:
Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

10-10-321

1. Description
Teleconnect will offer the following plan to customers who access Teleconnect service by dialing the access number 10-10-321. Calls will be rounded to the nearest full minute. When application of the usage rates results in a fraction of a cent, the call will be rounded down to the nearest whole cent. Calls beginning in one rate period and ending in another rate period will be billed the rate in effect for each period in which the call applies. Customers will receive the following rates for intrastate and intralata calls.

.011 InterLATA per minute usage rates
$0.30

.012 IntraLATA per minute usage rates
$0.30

10-10-220

The Company will offer the following plan for customers who access company service by dialing the Company designated Carrier Identification Code (CIC), 10-10-220. The customer will be charged **$1.50** for the first 10 minutes (or any portion thereof) of usage per call and **$0.25** per minute for each minute of usage thereafter.

10-10-987 Calling:

1. Description:
   1010987 Calling is an outbound service that allows customers to originate intrastate (interLATA and intraLATA) calls via local exchange carrier access facilities.

2. Rates:
   Customers who access Teleconnect services by dialing Company carrier identification code (CIC) 1010987 will be charged i) a per-call surcharge of $0.83 and ii) $0.06 per minute for each minute of intrastate (interLATA and intraLATA) usage, excluding calls to Operator Services and Directory Assistance.

Casual Caller

An instate InterLATA and IntraLATA per minute rate, as listed below, with no surcharge is applicable to calls placed by Casual Callers who access Company service by direct dial access or by dialing 1010222, 1010286 or any other Company Carrier Identification Code. A $2.50 per call surcharge applies to these calls.

Intrastate:

$3.07	1st minute,
$1.27	each additional minute

TUSA TalkSmarter Block-of-Time 500
(Effective June 1, 2008, TUSA TalkSmarter Block-of-Time 500 will no longer be available to new customers and existing customers of this service will no longer be able to move, add to, or make changes to their service.)

TUSA TalkSmarter 500 is an outbound and inbound service designed primarily for residential customers. TUSA TalkSmarter 500 includes a block of time structure with a flat rate structure for Dial 1 calls made outside the block-of-time allotment, and a flat rate structure for calling card service. No term plan options will apply to this service. All intrastate Dial-1 calls and calling card calls will have a 60 second rounding. If the computed charge includes a fraction of a cent, the fraction is rounded down to the nearest whole cent. A monthly charge will apply to this service.

Monthly Account Fees: Customers enrolled in this plan will be charged a $15.00 monthly recurring charge.

Access Methods and Charges:

a) Dial-1 Access: TUSA TalkSmarter Block-of-Time 500 can be used for Dial-1 access. Customers will receive an allotment of up to 500 minutes per monthly period that may be used for interstate and intrastate (interLATA and intraLATA) dial-1 usage. TUSA TalkSmarter Block-of-Time 500 customers will be charged the following rates for each minute of usage over the allotment. Customers may place these calls 24 hours a day and 7 days a week.

   Intrastate (InterLATA & IntraLATA) per minute charge: $0.03

b) Calling Card: TUSA TalkSmarter Block-of-Time 500 Calling Card access is available for origination from touch tone or rotary phones by dialing an MCI provided 800 number. Customers will be charged a per minute rate of $0.15 for all time periods for all intrastate calling card calls which terminate to the customers billed ANI. No per call surcharge will apply to these calls. All other calls will be charged a per minute rate of $0.89 for all intraLATA and interLATA calling card calls. No per call surcharge will apply to these calls.

c) Personal 800 Number: Personal 800 is non-applicable to customers who subscribe to this service.

d) Directory Assistance/Directory Assistance Call Completion:

A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One request may be made on each directory assistance call. The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number. Customers may request the Directory Assistance operator to complete a call to the last number requested on that particular Directory Assistance call. The customer will be charge a usage rate in accordance with the Company Local Exchange Service to which the customer is presubscribed for completed calls.

Directory Assistance	$1.99
Directory Assistance Call Completion Per Call Charge:	$0.35

e) Operator Assistance: **(Effective December 5, 2011, Commercial credit card billing for operator assisted calls will no longer be available where payment is made via an automated or live operator.)** Operator Services are outbound services allowing the customers to originate calls via local exchange carrier facilities, or by using a Company or Local Exchange Carrier calling card. All Operator Services calls are subjected to a one minute initial increment with additional one minute increments. When a call is subject to more than one service charge, only the highest service charge applies.

Per Minute Rates

Mileage	Business Day		Evening		Night/Weekend	
Band	1st	/ add'l	1st	/ add'l	1st	/ add'l
0-10	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
11-22	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
23-55	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
56-124	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
125-292	$0.65	$0.65	$0.65	$0.65	$0.33	$0.65
293+	$0.65	$0.65	$0.65	$0.65	$0.36	$0.65

Surcharge: The following surcharge apply with a one time per-call placement charge added to the initial minute of each Teleconnect Operator Service call.

Per Call Surcharge

3rd Party:	$4.35
1st Party Station-to-Station:*	$4.35
1st Party Person-to-Person:*	$3.15
Station-to-Station Collect:	$4.35
Person-to-Person Collect:	$3.15
LEC/Commercial Calling Card:	$0.72
Operator Dialed:	$1.00

* For calls made from private residential or business phones by Casual Callers , which are completed with the assistance of a Teleconnect operator; an additional surcharge of $2.50 will apply.

TUSA TalkSmarter USA
(Effective June 1, 2008, TUSA TalkSmarter USA will no longer be available to new customers and existing customers of this service will no longer be able to move, add to, or make changes to their service.)

TUSA TalkSmarter USA is an outbound and inbound service designed primarily for residential customers. TUSA TalkSmarter USA includes a flat rate structure for Dial 1, and calling card service. No term plan options will apply to this service. All intrastate Dial-1 calls will have 60 second rounding for the first minute and 6

second for each additional minute. Intrastate Callings Card calls will have 60 second rounding. If the computed charge includes a fraction of a cent, the fraction is rounded down to the nearest whole cent. A monthly charge will apply to this service. Monthly Account Fees: Customers enrolled in this plan will be charged a $4.95 monthly recurring charge.

Access Methods and Charges:

a) Dial-1 Access: TUSA TalkSmarter USA can be used for Dial-1 access. Customers will be charged the following rates for intrastate (interLATA and intraLATA) dial-1 usage. Customers may place these calls 24 hours a day and 7 days a week.

Intrastate (InterLATA & IntraLATA) per minute charge:	$0.05

b) Calling Card: TUSA TalkSmarter USA Calling Card access is available for origination from touch tone or rotary phones by dialing an MCI provided 800number. Customers will be charged a per minute rate of $0.15 for all time periods for all intrastate calling card calls which terminate to the customers billed ANI. No per call surcharge will apply to these calls. All other calls will be charged a per minute rate of $0.89 for all intraLATA and interLATA calling card calls. No per call surcharge will apply to these calls.

c) Personal 800 Number: Personal 800 is non-applicable to customers who subscribe to this service.

d) Directory Assistance/Directory Assistance Call Completion: A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One request may be made on each directory assistance call. The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number. Customers may request the Directory Assistance operator to complete a call to the last number requested on that particular Directory Assistance call. The customer will be charge a usage rate in accordance with the Company Local Exchange Service to which the customer is presubscribed for completed calls.

Directory Assistance	$1.99
Directory Assistance Call Completion Per Call Charge:	$0.35

Basic Service

Basic Service is a one-way, dial-in dial-out multipoint service that allows customers to originate and terminate intrastate (interLATA and intraLATA) calls via Company-provided local business telephone lines. Subscribers to Basic Service may originate calls only in the city or cities in which they maintain an active Basic Service account. Basic Service calls are rounded to the next higher full minute.

Per Minute Usage Rates:

Interlata calls	
Peak	$0.15
Off - Peak	$0.10
Intralata calls	
Peak	$0.10
Off-Peak	$0.05

Telecom*USA Phone Cards

(Effective 5/1/11, Telecom*USA Phone Cards will no longer available to new customers.)
(Effective April 17, 2012, recharge requests on existing cards will no longer be processed.)

Telecom*USA Phone Cards is a prepaid calling card service that allows consumers to acquire and use

cards to originate outbound direct dial calls via Telecom*USA provided 800 numbers. Telecom*USA Phone Cards can be used for both interstate and intrastate (intraLATA and interLATA) calls and are classified as MinutePass Branded Phone Cards where the calling service is provided by Telecom*USA (hereinafter "MinutePass Branded Phone Cards").

There are two methods of providing MinutePass Branded Phone Card services to consumers as follows:

- Physical format which includes a preprinted phone number and a Personal Identification Number, hereinafter referred to as a "PIN", delivered on a plastic card typically measuring 3-1/2" x 2-1/4"; or,

- Virtual format, which is delivered as a PIN when purchased via the World Wide Web.

Consumers can purchase MinutePass Branded Phone Cards either on the World Wide Web or a toll-free telephone number.

Prices for MinutePass Branded Phone Cards and recharge minutes are established by Telecom*USA.

This catalog schedule provides terms and conditions applicable to in-state calls made using MinutePass Branded Phone Cards. The terms and conditions set forth herein for such calls made with MinutePass Branded Phone Cards supplements the terms and conditions applicable to the sale and use of such cards as set forth in the Telecom*USA Service Agreement located at http://www.minutepass.com/ServiceAgreement.asp.

1. Card Values

   MinutePass Branded Phone Card are available as Dollar based cards, and display the initial dollar value of the card and a per minute rate for interstate calls.

2. Features

   Operator Assistance and Customer Service: Operator Assistance for call dialing is available at no charge to the consumer. Customer service is available on all cards at no charge to the consumer.

   Directory Assistance: Domestic Directory Assistance is available through the MinutePass Branded Phone Card. Directory Assistance requests will have a maximum charge of not greater than $1.50 per call. Consumers may request up to two listings per call. The Directory Assistance charge will be announced to the caller prior to connecting the call.

   Enhanced Directory Service: Golden Retriever, an Enhanced Directory Service, is available through MinutePass Branded Phone Cards and provides consumers with instant access to information including weather, reverse phone number look-up, phone number look-up and category search. Consumers may request up to three pieces of information per call to Enhanced Directory Service. Each such call is charged at a flat rate and is not subject to a per minute rate. The maximum charge for Golden Retriever is $1.50 per call.

3. Rates and Charges
   MinutePass Branded Prepaid Phone Cards are provided in various dollar based denominations by Telecom*USA with a stated interstate per minute value not to exceed $0.35.

   For completed in-state calls using a MinutePass Branded Phone Card, the value of a MinutePass Branded Phone card may be decremented up to 2 times the interstate minute described above. The value of each in-state minute equals 2 times the current interstate minute value as described in this service. Other charges or surcharges may apply to card use. Partial minutes used are billed as full minutes.

4. Recharging
   MinutePass Branded Phone Cards are rechargeable, meaning that additional value may be added to a card, subject to a maximum allowed value per card, unless the card has expired or as otherwise expressly stated on the card, card packaging, or in the Service Agreement. Such

additional minutes will be charged at the prevailing per minute rate as of the date of recharging. A minimum of ten dollars ($10.00) and up to a specified maximum amount may be added to the card per each recharge. In addition to the foregoing, rechargeable cards are also subject to the following terms and conditions:

.01 Upon recharge, a recharge fee of up to a maximum of fifteen percent (15%) of the recharge value may be assessed.

.02 Recharge may be accomplished in any of the following manners:

.021 By credit or debit card using the toll free access number printed on the card and following the audio prompts.

.022 By registering the card for "auto-recharge," an expedited recharge process that alerts the consumer when their calling card balance falls below a certain level and offers the option of an automatic recharge in the same dollar amount of the customer's previous recharge.

Recharge minutes or dollars of service purchased via the toll free access number or through auto-recharge must be paid for with a verified valid credit or debit card.

5. Exclusions

MinutePass Branded Phone Cards cannot be used for calls to 700-, 900-, or 976 services or for certain operator assisted, third party billed or collect calls. Any unused balance on a MinutePass Branded Phone Card cannot be transferred to or combined with one or more other MinutePass Branded Phone Cards.

6. Availability of Service

There are no time of day or day of year restrictions for use of MinutePass Branded Phone Cards.

7. Regulations

Use of MinutePass Branded Phone Cards is available by calling the MinutePass toll free number printed on the card.

A completed call may only be charged to a MinutePass Branded Phone Card that has a balance sufficient to cover the charges assessed for the call. The MinutePass Branded Phone Card balance will be reduced by the appropriate minutes or dollars charged for the completed call.

After the number of the called party is dialed, but before the call is completed, the available balance of talk time based upon the telephone number of the called party will be announced to the caller. A MinutePass Branded Phone Card call will be interrupted with an announcement when the available balance on the card drops to one minute, based on the originating/terminating phone numbers of the call. Once the balance on the card is insufficient to continue, the call will terminate.

Credit allowances for interruptions: MinutePass Branded Phone Cards will credit one minute on a consumer's MinutePass Branded Phone Card in the event of poor call transmission or call cut off caused by Telecom*USA . To receive a credit, the consumer must promptly notify MinutePass Customer Service of the service problem by calling the Customer Service number printed on the card. Credit will not be given when interruptions are caused by the failure of systems not provided by Telecom*USA, by the failure of other Telecom*USA services connected to the MinutePass Branded Phone Card, for wrong telephone numbers or other causes outside the control of Telecom*USA.

Activated MinutePass Branded Phone Cards are non-refundable. Once activated, and subject to applicable terms and condition, a MinutePass Branded Phone Card may be used to originate direct dialed calls until the available card balance is depleted or the card expires, whichever first occurs. Card expiration dates will be specified on the card or the card packaging.

8. Other Conditions of Service

.01 The U.S. Public Payphone Surcharge applies when a MinutePass Branded Phone Card is used to place a call from a U.S. public or semi-public payphone.

.02 State Universal Service Charge: Telecom*USA may, at its option, apply the State Universal Service Charge at time of sale.

TRAC SERVICES

RATES AND CHARGES

a. Usage Charges - TRAC

.01 Day Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0321	$0.0107
293 - 430	$0.0369	$0.0123
431 - 925	$0.0378	$0.0126
925+	$0.0459	$0.0153

.02 Evening Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0278	$0.0093
293 - 430	$0.0311	$0.0104
431 - 925	$0.0341	$0.0114
925+	$0.0365	$0.0122

.03 Night/Weekend Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0223	$0.0074
293 - 430	$0.0242	$0.0081
431 - 925	$0.0264	$0.0088
925+	$0.0283	$0.0094

b. Usage Charges - TRAC 2000

.01 Day Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 – 292	$0.0330	$0.0110
293 – 430	$0.0351	$0.0117
431 +	$0.0375	$0.0125

.02 Evening Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0280	$0.0093
293 - 430	$0.0298	$0.0099
431 +	$0.0319	$0.0106

.03 Night/Weekend Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0247	$0.0082
293 – 430	$0.0263	$0.0088
431 +	$0.0281	$0.0094

c. Discounts. Teleconnect will aggregate the interstate and intrastate usage for its individual TRAC service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

d. Recurring/Nonrecurring Charges. Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

TRAC 800 and 800 TRAC 2000

RATES AND CHARGES

a. Usage Charges

TRAC 800

.01 TRAC 800

Call Mileage	Daytime Rates Initial 30 Seconds	Evening Rates Initial 30 Seconds	Night Rates Initial 30 Seconds
0- 55	$0.0615	$0.0505	$0.0425
56-292	$0.1615	$0.0505	$0.0423
293-430	$0.0660	$0.0535	$0.0450
431-925	$0.0660	$0.0550	$0.0460

Call Mileage	Daytime Rates Additional 30 Seconds	Evening Rates Additional 30 Seconds	Night Rates Additional 30 Seconds
0- 55	$0.0123	$0.0101	$0.0085
56-292	$0.0123	$0.0101	$0.0085
293-430	$0.0132	$0.0107	$0.0090
431-925	$0.0136	$0.0110	$0.0092

.02 800 TRAC 2000

	Initial 30 Second Increment	Each Add'l 6 Second Increment
Day	$0.0560	$0.0112
Evening	$0.0490	$0.0098
Night/Weekend	$0.0410	$0.0082

b. Application. Teleconnect will aggregate the interstate and intrastate usage for its individual TRAC 800 and 800 TRAC 2000 service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

c. Recurring/Nonrecurring Charges. Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

800 SERVICE

RATES AND CHARGES

a. Usage Charges

.01 Profit Line and Profit Line Plus
(Effective January 1, 1995, 800 Profit Line Plus will no longer be available to new subscribers.)

	Initial 30 Seconds	Additional Tenth-of-a-minute
Day	$0.1150	$0.0230
Evening/Night/Weekend	$0.0863	$0.0173

.02 **[Reserved For Future Use.]**

Rate Per Minute

.03 800 SUPERWATS Plus[2]
(Effective January 1, 1995, 800 Superwats Plus - FGD access- will no longer be available to news subscribers.)

(a) Local Line

	Day	Evening	Night
Per Minute Rate	$.2150	$0.1828	$0.1828

(b) DAL

	Day	Evening	Night
Per Minute Rate	$.2150	$0.1300	$0.1105

b. High Volume Discount

.01 Application. Teleconnect will aggregate the interstate and intrastate usage for its individual 800 service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

c. Recurring/Nonrecurring Charges

.01

	Monthly	Nonrecurring
Profit Line	N/A*	N/A*
Profit Line Plus	N/A*	N/A*

.02 **[Reserved For Future Use.]**

.03 800 SUPERWATS PLUS - Ordering both 800 SUPERWATS PLUS and SUPERWATS PLUS simultaneously.

Fees

	Nonrecurring
Plan Type Set-up New Customer Ordering Both Inbound/Outbound Service	
Local Lines	N/A*
DAL	N/A*

Monthly Service Charges

	Recurring
Local Lines	N/A*
DAL	N/A*

* Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

.04 800 SUPERWATS PLUS - ordering inbound only.

Plan type set-up

	Non-Recurring
Local Line	N/A*
DAL	N/A*

Monthly Service Fee

	Recurring
Local Line	N/A*
DAL	N/A*

d. Additional 800 Numbers

		Monthly	Nonrecurring
.01	Profit Line	N/A*	N/A*
.02	Profit Line Plus	N/A*	N/A*
.03			
.04	SUPERWATS		
	(a) Local Line	N/A*	N/A*
	(c) DAL	N/A*	N/A*

e. Line Charges Installation

	Non-Recurring
Local Line	N/A*
DAL	N/A*

f. Monthly Line Charge

	Recurring
Local Line	N/A*
DAL	N/A*

* Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

CHECK-LINK

RATES AND CHARGES

a. Application

.01 The initial one-tenth minute (6 seconds) increment or fraction thereof is subject to the initial 6 second rate.

.02 Any additional one-tenth minute (6 seconds) increment or fraction thereof is subject to the additional 6 second rate. Any fraction of an increment is rounded up to the next additional 6 second increment.

.03 The charge for the initial increment plus the charge for the additional increments is then summed, with fractional cents, if any, rounded up to the nearest whole cent.

b. Specific Rates

	Initial 6 Seconds	Each Add'l 6 Seconds
Day	$0.0200	$0.0200
Evening	$0.0130	$0.0130
Night/Weekend	$0.0100	$0.0100

c. Specific Charges

	Monthly	Nonrecurring
Plan Set-up	---	$200.00
Monthly Service Fee	$150.00	---
Service Order	---	$ 50.00
Magnetic Tape Billing	$100.00	$300.00
Translation Charge	---	$10.00/Number
800 Number Service Surcharge Per Number	$ 2.75	---
Connection Charges:		

Digital Port Charges	ICB	ICB
CPE Charges:		
D-4 Channel Bank with Power Supply and CSU	$450.00	$750.00

d. Discounts. At the end of each billing cycle, the 800 service dollar volume of the customer's CHECK-LINK calls during the billing cycle is calculated. This is the aggregate of interstate and intrastate calls. This aggregate volume is used with the chart below to determine the amount of the High Volume Discount.

Volume of Billing Cycle Calls	Percent High Volume Discount
$ 0 - $ 49,999.99	0%
$ 50,000 - $ 64,999.99	12%
$ 65,000 - $ 79,999.99	14%
$ 80,000 - $ 94,999.99	16%
$ 95,000 - $109,999.99	18%
$109,000 +	20%

e. Limitation. CHECK-LINK is not available with Optional Additional and Contractual Volume Discounts.

OPERATOR SERVICES

RATES AND CHARGES

a. Application of Charges

.01 Determination of Charges
The charge for Teleconnect Operator Services is determined by the:
- Distance between rate centers
- Time of day and day of the week
- Duration of message
- Type of service

The specified components which apply to a Teleconnect Operator Services message are listed in the charge section applicable to that type of call.

.02 Initial Minute and Additional Minutes
Rates are quoted in terms of initial minute and additional minutes.

(a) Initial Minute
Initial minute rates are shown in c.01 following.

(b) Additional Minutes
All additional minute rates shown in c.02 following, are for each additional minute or any fraction thereof that the connection continues beyond the initial period.

(c) When application of the rates results in a fractional charge for a call, the amount will be rounded down to the lower cent.

b. Rate Periods

Monday thru Friday Hours	Rate
8:00 a.m. to 5:00 p.m.	Day
5:00 p.m. to 11:00 p.m.	Evening
11:00 p.m. to 8:00 a.m.	Night/Weekends

For messages which overlap one or more rate periods, each minute is rated according to the rates for the period in which the minute starts. All time periods include the beginning time and do not include the ending time.

c. Mileages and Corresponding Rates

Basic Charges

.01 Initial Minute

Rate Mileage	Day	Evening	Night
0 - 20	**$0.98**	**$0.98**	**$0.98**
21 - 40	**$0.98**	**$0.98**	**$0.98**
41 - 70	**$0.98**	**$0.98**	**$0.98**
71 - 100	**$0.98**	**$0.98**	**$0.98**
101 - 150	**$0.98**	**$0.98**	**$0.98**
151 - 330	**$0.98**	**$0.98**	**$0.98**
Over 330	**$0.98**	**$0.98**	**$0.98**

.02 Each Additional Minute

Rate Mileage	Day	Evening	Night
0 - 20	**$0.98**	**$0.98**	**$0.98**
21 - 40	**$0.98**	**$0.98**	**$0.98**
41 - 70	**$0.98**	**$0.98**	**$0.98**
71 - 100	**$0.98**	**$0.98**	**$0.98**
101 - 150	**$0.98**	**$0.98**	**$0.98**
151 - 330	**$0.98**	**$0.98**	**$0.98**
Over 330	**$0.98**	**$0.98**	**$0.98**

d. Service Charges

In addition to the basic charges in c. preceding, there is a service charge for messages classified as customer dialed calling card station, operator-handled station or person. The charge for this type of message is the sum of the dial station charge plus the applicable service charge. The service charge applies per message as follows:

Type of Message		Service Charge
Customer Dialed Calling Card Station Service		$.72
Operator Handled Station		**$5.49**
Operator Handled Station	**Collect**	**$5.49**
Operator Handled Person		**$7.15**
Operator Handled Person	**Collect**	**$7.15**
Third Party Billed		**$5.49**
Operator Dialed		**$1.10**

e. Subscriber Surcharges

Carrier will not bill users for any subscriber surcharges, except as provided below.

01. Surcharges - Calls originated from Hotels/Motels may be subject to a subscriber surcharge of up to $1.00 per call at the option of the Customer. Calls originated from hospitals may be subject to a subscriber surcharge of up to 25 cents ($0.25) per call at the option of the customer. Calls originated from COPTs may be subject to a subscriber surcharge of up to $0.25 per call at the option of the customer.

FLEX-SAVE PLUS

(Effective January 1, 1995, Flex-Save Plus will no longer be available to new subscribers.)

RATES AND CHARGES

a. Usage Charges

.01 Day Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1620	$0.0086
21 - 40	$0.2340	$0.0143
41 - 70	$0.2430	$0.0152
71 - 100	$0.2520	$0.0171
101 - 150	$0.2790	$0.0181
151 - 330	$0.2880	$0.0200
Over 330	$0.3150	$0.0209

.02 Evening Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1296	$0.0068
21 - 40	$0.1872	$0.0114
41 - 70	$0.1944	$0.0122
71 - 100	$0.2016	$0.0137
101 - 150	$0.2232	$0.0144
151 - 330	$0.2304	$0.0160
Over 330	$0.2520	$0.0167

.03 Night/Weekend Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.0972	$0.0051
21 - 40	$0.1404	$0.0086
41 - 70	$0.1458	$0.0091
71 - 100	$0.1512	$0.0103
101 - 150	$0.1674	$0.0108
151 - 330	$0.1728	$0.0120
Over 330	$0.1890	$0.0125

b. Monthly and Nonrecurring. The rates and charges applicable to Flex-Save Plus are as follows:

Monthly	Nonrecurring
N/A	$25.00

SURE-SAVE PLUS

a. RATES AND CHARGES

Usage Charges

a. Day Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1620	$0.0855
21 - 40	$0.2340	$0.1425
41 - 70	$0.2430	$0.1520
71 - 100	$0.2520	$0.1710
101 - 150	$0.2790	$0.1805
151 - 330	$0.2880	$0.1995
Over 330	$0.3150	$0.2090

b. Evening Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1296	$0.0684
21 - 40	$0.1872	$0.1140
41 - 70	$0.1944	$0.1216
71 - 100	$0.2016	$0.1368
101 - 150	$0.2232	$0.1444
151 - 330	$0.2304	$0.1596
Over 330	$0.2520	$0.1672

c. Night/Weekend Rates.

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.0972	$0.0513
21 - 40	$0.1404	$0.0855
41 - 70	$0.1458	$0.0912
71 - 100	$0.1512	$0.1026
101 - 150	$0.1674	$0.1083
151 - 330	$0.1728	$0.1197
Over 330	$0.1890	$0.1254

d. Rates and Charges - Monthly and Nonrecurring
The monthly and non-recurring rates and charges applicable to

Sure-Save Plus, including one authorization code and are as follows:

Monthly	Nonrecurring
N/A	$ 0.00

EXEMPT CALLS-FLEX-SAVE PLUS AND SURE-SAVE PLUS. The following types of calls are not subject to a high volume discount and are not considered in calculating a customer's volume when determining the magnitude of that customer's high volume discount:

.01 Calls under the Credit Card Service.
.02 Calls placed to Directory Assistance.
.03 Calls placed to an international location.

HIGH VOLUME DISCOUNTS. For Flex-Save Plus and Sure-Save Plus customers, the volume in the above paragraph is used both to determine the appropriate high volume discount and is the total to which the high volume discount applies. The discounts are as follows:

Volume of Billing Cycle Calls	High Volume Discount
$ 0 - $ 399.99	0%
$ 400 - $ 799.99	5%
$ 800 - $1,599.99	10%
$1,600 - $3,199.99	15%
$3,200 Plus	20%

DAYSAVER I

RATES AND CHARGES

a. Day Rates

Initial and Subsequent
Whole Minutes
$.2600

b. Evening/Night/Weekend

Initial and Subsequent
Whole Minutes
$.1950

HELLO AMERICA

RATES AND CHARGES

a. Day Rates

Initial and Subsequent
Whole Minutes
$0.2700

b. Evening Rates

Initial and Subsequent
Whole Minutes
$0.1300

c. Night/Weekend Rates

Initial and Subsequent
Whole Minutes
$0.1100

* USA CARD
(Effective January 1, 1995, * USA Card will no longer be available to new subscribers.)

RATES AND CHARGES

a. Day Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.1800	$0.1700
11 - 22	$0.2100	$0.2000
23 - 55	$0.2300	$0.2200
56 - 124	$0.2300	$0.2200
125 - 292	$0.2300	$0.2300
293 - 430	$0.2400	$0.2300
431 - 925	$0.2400	$0.2400
926 +	$0.2500	$0.2500

b. Evening Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.1206	$0.1139
11 - 22	$0.1407	$0.1340
23 - 55	$0.1541	$0.1474
56 - 124	$0.1541	$0.1474
125 - 292	$0.1541	$0.1541
293 - 430	$0.1608	$0.1541

431 - 925	$0.1608	$0.1608
926 +	$0.1675	$0.1675

c. Night/Weekend Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.0936	$0.0884
11 - 22	$0.1092	$0.1040
23 - 55	$0.1196	$0.1144
56 - 124	$0.1196	$0.1144
125 - 292	$0.1196	$0.1196
293 - 430	$0.1248	$0.1196
431 - 925	$0.1248	$0.1248
926 +	$0.1300	$0.1300

HIGH VOLUME DISCOUNTS
High volume discounts do not apply to this service.

SERVICE CHARGE
This charge is applied on a per call basis.

	Charge Per Call
a. Customer Dialed Station to Station	$0.79
b. Attendant Handled	
(.01) Station to Station	$1.25
(.02) Person to Person	$3.00

OPTIONS
Options available to * USA Card customers include Personal Attendant and Speed dialing.

a. Personal Attendant. This option provides the customer with the means to access a directory assistance-like service, through the Direct Connect function, or a message receipt/delivery option through the Message Storage and Forward function.

.01 Direct Connect. Teleconnect provides this function to customers who are in need of obtaining a station number from a directory assistance-like service. A customer wishing to use this service will enter "* 0" following the prompt tone. A Teleconnect attendant will come onto the line and request the name and location of the party the customer wishes to access. After acquiring the necessary information from the customer, the Teleconnect attendant will contact directory assistance, obtain the number desired, and then pass the information along to the customer. The customer will then choose to either terminate the call or have the Teleconnect attendant complete the call.

(a) Directory Assistance-like Service Rates and Charges. An undiscountable charge of $1.99 per call will apply to each call requesting Directory Assistance for numbers in the United States. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator.

(b) Attendant Assisted Rates and Charges. If the Teleconnect attendant connects the customer with the station or the party in question, the customer will incur the following charge as appropriate.

	Charge Per Call
Station to Station	$1.25
Person to Person	$3.00

In addition to this charge, the customer will incur the $1.99 directory assistance charge and the

long distance charges shown previously. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator.

.02 Message Storage and Forward. This service provides the customer with a message relay service. The customer will contact a Teleconnect attendant by entering "* 4" following the tone, tape the desired message, and specify the date and time for delivery. Teleconnect will attempt to deliver the message in the following manner. The initial attempt will correspond with the customer's requested time of delivery, the next three (3) attempts will be spaced fifteen (15) minutes apart, and the last four (4) attempts will be spaced sixty (60) minutes apart. Teleconnect will make no more than eight (8) attempts at delivery. Teleconnect does not guarantee successful delivery of messages. The rates and charges incurred by the customer for service are as follows:

Activity	Charge
Taping of message	$0.29 per minute
Relay of message	$0.29 per minute
Attendant Surcharge:	
Station to Station	$2.00 per taped message
Person to Person	$3.75 per taped message

The attendant surcharge applies even if Teleconnect has been unsuccessful in delivering the message to the appropriate party.

b. Speed Dialing. Speed Dialing provides the customer with a simplified means of accessing frequently called numbers. The customer enters a specified code which is automatically converted into a telephone number. These codes are programmed and maintained by the customer. The Speed Dialing option is accessed by entering "* 9." The customer will then enter "0" to access the automated attendant which will assist the customer in programming the speed codes. The customer has the capability of programming up to nine (9) personalized speed dial numbers.
This option is provided free of charge to * USA Card customers.

JOINT USER SERVICE

RATES AND CHARGES

a. Applicability. Any entity which is elected or authorized to serve as a manager of a Joint User Group and is duly authorized to represent members of the Joint User Group, is entitled to order Joint User Service at the rates and charges listed below:

.01 * USA Card usage rates as listed in this catalog schedule are discounted by fifteen percent (15%) for day, evening and night/weekend.

.02 * USA Card charge as listed in this catalog schedule for customer dialed Station-to-Station is eliminated.

.03 The Joint User Group, in composite, must generate $125,000.00 of total rates and charges per month with Teleconnect derived from all jurisdiction in order to be eligible for Joint User Service. In order for a group to be considered a Joint User Group and eligible for the above rates, the applicant must meet all criteria established by Pacific Bell in accordance with its Joint User Tariff (A5.6.1 first revised sheet 478 and sixth revised sheet 479).

b. Liability. The manager of the Joint User Group is responsible for payment for all usage generated by each member of the Joint User Group. Failure of an individual member to pay the manager of the Joint User Group in no way alleviates the manager from the liability for payment of those charges.

VIRTUAL PRIVATE LINE

RATES AND CHARGES

a. Usage Charges

	Channel Mileage	
From	To and Including	Charge Per Minute
0	50	$.15
51	120	.20
121	220	.30
221	320	.35
321	500	.40
501	800	.45
801	And over	.50

For calculating the distance of a Virtual Private Line call the distance used for pricing purposes is the airline mileage between serving wire center, not toll centers.

b. Line Termination Charges

1. Ordering of line termination facilities:
Per line termination - $50.00 monthly

2. Customer has the option of ordering one line termination through Teleconnect and the other from another source, both ends from Teleconnect, or neither end from Teleconnect.

c. Installation and Relocation Charges

1. An installation charge of $125.00 applies for the installation of each primary location. For a relocation of a primary location in different premises, installation charges apply.

d. Special Access Surcharge. In addition to the above, a Special Access Surcharge of $25.00 per month, per service point, is applicable to each access line facility provided by a local exchange telephone company. The surcharge will not apply to such a facility for which the customer has furnished Teleconnect with an Exemption Certification. The surcharge is applicable where the Virtual Private Line allows traffic to either to originate or terminate for locations other than the customer's premises within the free calling area.

LIMITED LOCATION

a. Virtual Private Line service is limited to call between San Francisco and Los Angeles.

b. If the customer's location is beyond the corporate city limits of San Francisco or Los Angeles, the customer is obligated to provide a connection within the corporate city limits. If the customer can gain access via facilities other than Teleconnect's, no additional charge applies beyond line termination. If Teleconnect provides the connection via the leased facilities of others, the customer will be subject to charges on an individual case basis.

ADDITIONAL AND CONTRACTUAL VOLUME DISCOUNTS

RATES AND CHARGES

a. Description. At the customer's request, the customer may contract to receive additional volume discounts for the customer's Teleconnect long distance services. The customer may contract on a month-to-month basis or on a long term basis for these discounts. The discount levels will be determined by using the aggregate net dollar volume (after applying existing discounts) of all Teleconnect services, both intrastate and interstate, used by the customer, but the discount will be applied only to those Teleconnect services which are tariffed to receive High Volume Discounts. These discounts will be applied after and in addition to the tariffed High Volume Discounts for each service.

For the Contractual Volume Discount, the discount will vary with the length and year of the contract, as

stated in d.

b. Availability. Additional and contractual volume discounts are available to all Teleconnect customers who subscribe to a long distance plan which is subject to high volume discounts.

c. Rates and Charges. Additional and contractual volume discounts are subject to the following monthly and nonrecurring charges:

Monthly	Nonrecurring
$50.00	$0.00

d. Volume Discounts. The following schedule of volume discounts will apply:

		Volume Discounts Based on Length of Contract		
Net Dollar Volume	Month to Month	1st Year Contract	2nd Year Contract	3rd Year Contract
$ 10,000 - $ 15,000	1%	3%	4%	5%
$ 15,001 - $ 25,000	3%	5%	6%	7%
$ 25,001 - $ 50,000	4%	6%	7%	8%
$ 50,001 - $100,000	6%	8%	9%	10%
$100,001 - $250,000	7%	9%	10%	11%
$250,001 +	8%	10%	11%	12%

* When a customer signs a two or three year contract, the percent of discount will change each year as reflected above.

e. Discontinuance of Service Prior to Expiration of Contract. In the event a customer chooses to discontinue the contract prior to the completion of the term of the contract, the following penalties will apply:

.01 The customer who terminates the contract in the first year must repay 100% of the Contractual High Volume Discount received up to that point.

.02 The customer who terminates the contract in the second year must repay 75% of the Contractual High Volume Discount received up to that point.

.03 The customer who terminates the contract in the third year must repay 50% of the Contractual High Volume Discount received up to that point.

DIALED NUMBER IDENTIFICATION SERVICE

Dialed Number Identification Service is subject to the following monthly and nonrecurring charges:

Monthly	Nonrecurring	Change Charge
$0.00	$500.00	$50.00/request

DIRECTORY ASSISTANCE (DA) SERVICE

An undiscountable charge of $1.99 per call will apply to each call requesting Directory Assistance for numbers in the United States. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator. In the event that a DA operator is unable to provide the requested number, the charge for the call will still apply. When a customer reports that an incorrect number has been provided by the DA operator (including the number requested, the number provided, and the reason the number is incorrect), a credit for the amount of the charge per call will be granted.

HELLO CALIFORNIA

RATES

a. Day Rates

Initial Minute Rate	Add'l Minute Rate
$0.2700	$0.2700

b. Evening Rates

Initial Minute Rate	Add'l Minute Rate
$0.1300	$0.1300

c. Night/Weekend Rates

Initial Minute Rate	Add'l Minute Rate
$0.1100	$0.1100

OPTIONS
HELLO CALIFORNIA is available with the *USA Card service as an enhancement. The rates and charges for the *USA Card are found in this catalog schedule.

COMBINATION WITH OTHER SERVICES
HELLO CALIFORNIA may be combined with 800 Personal Hotline. Customers who purchase combined services will not be required to meet the monthly minimum usage set forth below. The customer is obligated to pay the tariffed usage rates as specified in the 800 Personal Hotline section of this catalog schedule.

RATES AND CHARGES - MONTHLY AND NONRECURRING
The monthly and nonrecurring charges applicable to interstate service allows the customer to utilize intrastate service at no additional charge.

MINIMUM USAGE CHARGE
HELLO CALIFORNIA customers will be charged the greater of $5.00 per month or the cumulative message charges for the month. Non-jurisdictional calling charges contribute to the $5.00 monthly minimum.

RATES APPLICABLE ON CERTAIN HOLIDAYS
For the following holidays the Evening rates are used, unless lower rates would normally be applicable:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

OPTIONAL SERVICES

ACCOUNT CODES

Rates and Charges

a. Variable Length Account Codes. The length of the codes are as follows:

	One-Time Charge	Monthly Recurring Charges
2 Digit	$15.00	$ 5.00
3 Digit	$25.00	$10.00
4 Digit	$50.00	$15.00

b. Rates and Charges. Pricing is determined by the number of divisional and departmental subtotals required ("breaks"). Authorization codes and account codes are priced separately and in addition to corporate billing charges. The customer will be assessed a $10.00 one-time change charge to

add in billing detail under this service, and monthly rate and nonrecurring charges as set forth in the following chart:

		Monthly	Nonrecurring
.01	0 - 15 Breaks	$15.00	$ 5.00
.02	16 - 49 Breaks	$25.00	$10.00
.03	50 Plus Breaks	$50.00	$15.00

c. SECURE-CALL Codes.

Predesignated Packages Numbers of Random Codes	Additional One-Time Charges for 2-Digit	3-Digit	4-Digit
25	$10.00	$15.00	---
50	---	$25.00	---
100	---	$35.00	---
200	---	$45.00	---
400	---	$50.00	$ 75.00
600	---	$60.00	$ 85.00
800	---	---	$ 95.00
1000	---	---	$ 100.00

Pricing of larger 4 digit packages are available upon request. Under these circumstances the rates and charges are on an individual case basis.

d. Customized Screened Account Codes. Pricing for Customized Screened Account Codes is as follows:

Additional One Time Charge	$50.00
Change Charge per Request	$10.00

AUTHORIZATION CODES

Rates and Charges. Additional authorization codes are available for a $10.00 one-time setup charge.

MAG TAPE/DISKETTE BILLING

Rates and Charges. Mag tape/diskette billing is available for a $300 one-time setup charge and a $100 monthly rate. The customer has the alternative of a single request for $400.00

MULTIPLE BILLING

Rates and Charges. The customer is charged a $10.00 fee for each multiple bill requested.

SPEED CODES

a. Customers are charged a $25.00 one-time setup charge and a $10.00 monthly rate per packet of 16 Speed Codes.

b. Customers are charged a $50.00 one-time setup charge and a $20.00 monthly rate per packet of 50 Speed Codes.

CHECK SERVICE CHARGE

A check service charge will be assessed for any reason a check tendered by a Teleconnect customer as payment for tariffed service is returned to Teleconnect or is not in acceptable form. The check service charge is $10.00.

NOTES WHICH AFFECT RATES

TIME OF DAY

.01 Day Rates. These rates are applicable from 8:00 a.m. to 5:00 p.m., Monday through Friday with the exception of the holidays listed.

.02 Evening Rates. These rates are applicable 5:00 p.m. to 11:00 p.m. Sunday through Friday.

.03 Night/Weekend Rates. These rates are applicable 11:00 p.m. to 8:00 a.m., Monday through Friday, all day Saturday and Sunday between 8:00 a.m. and 5:00 p.m. as well as 11:00 p.m. to 8:00 a.m.

RATES APPLICABLE ON CERTAIN HOLIDAYS

For the following holidays the Evening rates are used, unless lower rates would normally apply:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

METHOD OF APPLYING RATES

DAYSAVER, DAYSAVER PLUS, MAX-SAVE

The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed.The subsequent seconds are rounded in tenth of a minute increments, with the remaining seconds, if any, rounded up to the next tenth of a minute and are subject to the additional tenth of a minute charge.
Fractional cents, if any, are rounded up to the nearest whole cent.

Smart Minutes

All Smart Minutes calls will be billed in one-minute increments.

FLEX-SAVE PLUS.
To determine the appropriate charge, each call is rated by the following method.

a. Initial Minute.
The initial whole minute or fraction thereof is subject to the initial minute rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment.
The subsequent seconds beyond the initial increment (first minute for Flex-Save Plus are rounded in tenth of a minute (6 second) intervals with any remaining seconds rounded to the next higher tenth of a minute interval. Those 6-second increments are subject to the precise billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial minute plus the charge calculated for the subsequent 6-second increments determine the previous billing charge for the call. The total amount of the call is rounded up to the nearest whole cent.

SURE-SAVE PLUS

To determine the appropriate charge, each call is rated by the following method.

a. Initial Minute
The initial whole minute or fraction thereof is subject to the initial minute rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment
The subsequent seconds are rounded in whole minute increments, with the remaining seconds, if any, rounded up to the next whole minute, and are subject to the whole billing factor for the appropriate play to which the customer subscribed.

c. Total
The charge calculated for the initial minute plus the charge calculated for the subsequent whole minute(s) determines the whole minute charge for the call. The total amount of the call is rounded up to the nearest whole cent.

DAYSAVER I

a. Whole Minutes. DaySaver I usage (both initial minute and subsequent minute) is measured in whole minute increments.

b. Time of Day. The time of day is used to determine which rate is to be applied to usage.

TRAC and TRAC 2000

To determine the appropriate charge, each call is rated by the following method.

a. Initial Increment. The initial 18 seconds or fraction thereof is subject to the initial 18 second rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment. The subsequent seconds beyond the initial increment for TRAC are rounded in one-tenth minute (6 second) intervals with any remaining seconds rounded up to the next higher one-tenth minute interval. Those one-tenth minute increments are subject to the additional one-tenth minute billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial increment plus the charge calculated for the subsequent increment determines the charge for the call. The total charge is rounded up to the nearest whole cent.

TRAC 800 and 800 TRAC 2000

To determine the appropriate charge, each call is rated by the following method.

a. Initial Increment. The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment. The subsequent seconds beyond the initial increment for TRAC are rounded in one-tenth minute (6 second) intervals with any remaining seconds rounded up to the next higher one-tenth minute interval. Those one-tenth minute increments are subject to the additional one-tenth minute billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial increment plus the charge calculated for the subsequent increment determines the charge for the call. The total charge is rounded up to the nearest whole cent.

HELLO AMERICA

a. Whole Minute. HELLO AMERICA usage (both initial and subsequent minutes) is measured in whole minute increments.

b. Time of Day. The time of day is used to determine which rate is applied to usage.

c. Minimum Usage. The minimum usage level for HELLO AMERICA is $5.00 per month. This minimum usage can consist of interstate usage, intrastate usage, or any combination of interstate and intrastate usage.

* USA CARD

DESCRIPTION

a. Nature of Service. * USA Card is an interexchange telephone service that allows customers to originate calls from any telephone in the state of California and terminate calls to any location within the state of California. Usage charges are based on the distance, duration, and time of day of each call.

b. Dialing Procedure. The method of access consists of the following steps:

1. dialing 1-800-369-9999
2. entering the 14 digit authorization code unique to each * USA Card (i.e. the code will be different than the traditional 7 digit authorization code).
3. entering the called number or star key to access the enhanced services menu following the tone from the automated attendant.

AVAILABILITY

* USA Card is available to any Teleconnect customer on a statewide basis.

RATES AND CHARGES - USAGE

a. Determination of Duration

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone attendant board, private branch exchange console, or enhanced services menu.

.02 chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

b. Calculation of Charge. To determine the appropriate long distance charge, each call is rated using the following method.

.01 The initial minute, or fraction thereof, is subject to the initial minute rate.

.02 The subsequent seconds are rounded in whole minute increments with the remaining seconds rounded up to the next whole minute and are subject to the additional minute rate.

c. Time of Day. The following time periods are applicable to the point of origination.

.01 Day Rates. Day rates are applicable 8 a.m. to 5 p.m. Monday through Friday with the exception of the holidays.

.02 Evening Rates. Evening rates are applicable 5 p.m. to 11 p.m. Sunday through Friday.

.03 Night/Weekend Rates. Night/Weekend rates are applicable 11 p.m. to 8 a.m. Sunday through Friday, all day Saturday and Sunday between 8 a.m. and 5 p.m.

VIRTUAL PRIVATE LINE

Virtual Private Line is a "ring down" service, meaning the customer can only reach a predesignated location or locations. Once the customer lifts the receiver at the originating location the predesignated terminating location will ring.

DIALED NUMBER IDENTIFICATION SERVICE (DNIS)

a. Description. DNIS permits a customer with multiple 800 numbers in the same routing arrangement to identify the specific 800 number which was dialed by the calling party.

Identification is accomplished by outpulsing a set of digits unique to the dialed 800 number. Between one (1) and five (5) digits are outpulsed to the customer premises. The outpulsed number can be (but is not required to be) the last four (4) digits of the 800 number.

b. Availability. DNIS is available to Teleconnect customers who subscribe to a DAL or a T-1 service and when the following conditions are met:

.01 The customer is responsible for providing equipment capable of receiving the outpulsed digits so the 800 number can be identified.
.02 All access lines within the same routing arrangement must be equipped for DNIS.

DIRECTORY ASSISTANCE

a. Description. Directory Assistance (DA) calls provide Teleconnect customers with access to Local Exchange Carrier Directory Assistance operators to provide telephone number lookup. When furnished with a name and locality, the Directory Assistance operator will provide, or attempt to provide, the telephone number or numbers listed in the exchange carrier records associated with the name given.

A maximum of one request for telephone numbers will be accepted per call to the DA operator. A telephone number which is not listed in the DA records will not be available to the customer.

The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number.

The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any other purpose other than provision of DA service.

b. Availability. DA is available to all Teleconnect customers.

TAXES AND FEES CHARGEABLE TO CUSTOMERS

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging) and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; b. terminal equipment sales; c. inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the AT&T (d.b.a. SBC California) tariffs.

a. Adjustments for State, County or Municipality Payments. Now, or at any future time, if the State of California, any county or any municipality possesses or acquires the legal right to impose sales tax, gross receipts tax, excise tax, occupation tax, license tax, franchise tax, permit fee, public service commission fee or other similar tax or fee upon Teleconnect, and has imposed, or imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such state, county or municipality. Such billing shall allocate the tax, fee or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made subject to such tax, fee or charge.

b. California Teleconnect Fund (CTF): Pursuant to Commission Resolution No. T-16742, orders telecommunications carriers to provide a 50% discount to all qualifying entities; school library, Municipal or County Government Owned and Operated Hospital and Health Clinic, Community Based Organization for the following services: all measured business service lines, switched 56 lines, ISDN, DSL, T-1, DS-3 and OC levels

up to and including OC 192 services or their functional equivalents upon receiving an accepted application from the qualifying entity.

Applicable to services rendered on and after June 20, 2003.

Payphone Use Charge:* An undiscountable $0.55 per call charge is applicable to calls that originate from any payphone within the state used to access MCI services as follows. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with MCI service, applies for the use of the instrument used to access MCI service and is unrelated to the MCI service accessed from the payphone. Customers of Metered Use Services will be charged the payphone use charge for each call which is placed from payphones within the state. The payphone use charge does not apply to calls placed from payphones phones at which the customer pays for service by inserting coins during the progress of the call; calls using Telecommunications Relay Service; calls originated by customers with qualified hearing or speech impairments who are certified.

* Where billing capabilities exist

HELLO CALIFORNIA

DESCRIPTION

a. Nature of Service. HELLO CALIFORNIA is an interexchange telephone service, by which customers can originate calls from any specified equal access exchange and terminate calls in any intrastate location.

The customer does, however, have the ability to place calls from any telephone in the state using the *USA Card. Applicable usage charges are determined by the duration of the call and time of day the call is placed.

b. Dialing Procedure. Any customer who subscribes to HELLO CALIFORNIA in an equal access area, may access the service by dialing 1 + NPA + NXX-XXXX.

AVAILABILITY

HELLO CALIFORNIA is only offered as an add-on to Teleconnect's interstate HELLO "States" service.

APPLICATION

a. Rate Structure. HELLO CALIFORNIA service has a rate structure which is based on the whole minute rates as listed in this catalog schedule.

b. Determination of Duration

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.

.02 Chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

c. Calculation of Charge

.01 The initial whole minute or fraction there of is subject to the initial minute rate found in this catalog schedule.

.02 The subsequent seconds are rounded in whole minute increments with the remaining seconds rounded up to the next whole minute and are subject to the additional minute rate found in this catalog schedule. The total number of additional minutes is multiplied by the additional minute rate and the product is the charge for subsequent whole minutes of use.

.03 The charge calculated for the initial minute, plus the charge calculated for subsequent whole minute(s) determines the charge for the call. The total amount of the call is rounded up to the nearest whole cent.

.04 HELLO CALIFORNIA customers will be charged the greater of $5.00 per month or the cumulative message charges for the month. Non-jurisdictional calling charges contribute to the $5.00 monthly minimum.

d. Determination of Time of Day

.01 Day Rates. These rates are applicable from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m. Monday through Friday with the exception of holidays listed in this catalog schedule.

.02 Evening Rates. These rates are applicable from 12:00 noon to 1:00 p.m. Monday through Friday and 5:00 p.m. to 11:00 p.m. Sunday through Friday.

.03 Night/Weekend Rates. These rates are applicable 11:00 p.m. to 8:00 a.m. Sunday through Friday, all day Saturday and between 8:00 a.m. and 5:00 p.m. on Sunday.

SPECIAL EQUIPMENT AND/OR ARRANGEMENTS

For special equipment and arrangements furnished in connection with service, charges equivalent to the estimated cost of furnishing such equipment or arrangements apply. Estimated cost consists of an estimate of the cost of maintenance; cost of operation; depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimate net salvage; administration, taxes and uncollectible revenue on the basis of reasonable average charges for these items; any other specific items of expense associated with the particular situation; and a reasonable amount, computed on the estimated cost installed of any facilities provided for return and contingencies.

CANCELLATIONS AND DEFERMENTS

When a customer cancels or defers an order for service before the service is activated, a charge applies to allow Teleconnect to recover its unrecovered costs including but not limited to engineering, labor, material, and equipment. Charges apply as follows:

a. Cancellation. In a cancellation situation the charge is equal to Teleconnect's unrecovered costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with cancellation. These costs include, but are not limited to, engineering, labor, and nonrecovered material and equipment expense. The amount of cancellation charges shall not exceed the total of all minimum monthly and termination charges which would have applied had the service as ordered been established.

b. Deferment of Start of Service. In a deferment of service situation the following charges apply:

.01 If the request for deferment is received by Teleconnect prior to the date an order for the equipment or service is placed with its supplier--no charge shall apply.

.02 For deferments received by Teleconnect subsequent to the date the order for equipment or service is placed with its supplier, a monthly rate based upon costs incurred prior to the request for deferment applies. The monthly rate equals the deferred investment times the monthly prime interest rate announced by The Merchants National Bank of Cedar Rapids, IA, U.S.A, plus recurring costs resulting directly from the deferral such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering and labor or transportation, shall be billed in total.

Billing shall start at the beginning of the month of deferment and extend to the start of service. Charges shall not exceed the monthly rate which would have applied had the service been established. Teleconnect will charge the customer who defers service any and all rates and charges incurred by Teleconnect for any leased facilities for which Teleconnect is held

responsible. Teleconnect will make a good faith effort to minimize those charges whenever possible.

SUMMARY LIST OF CONTRACTS AND DEVIATIONS

None in effect.

RULES

RULE NO. 1 – DEFINITIONS

Authorization Code: The term "authorization code" means a numeric code which identifies an individual or company to be billed for calls charged by authorized users.

Automatic Number Identification: The term "automatic number identification" means a service offered by the local operating company which automatically identifies the telephone number for the line or trunk from which a call is originating.

Breaks: The term "breaks" means the number of divisional or departmental subtotals required under the corporate billing option.

Building: The term "building" means a structure occupied by a customer. Multi-occupant structures will be considered different buildings as to a customer when spaces of that customer are separated by space occupied by others.

Calls: The term "calls" means telephone messages completed by customers or users.

Casual Caller: Denotes any person who uses Company service from an equal access end office who does not have a current account with the Company for services subject to this catalog schedule, to include: (i) any person who has not established an account with the Company who places calls over the Company's network from an equal access area; (ii) any presubscribed customer located in an equal access area who has either voluntarily terminated his Company account or has had his Company account terminated in accordance with the terms and conditions set forth in this catalog schedule; and (iii) new or allocated customers whose accounts are not yet established in the Company's billing system.

Central Office: The term "central office" means a unit in a local utilities telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building.

Commercial Service A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a business or commercial rate in the applicable local exchange service tariff for switched service.

Commission: The term "Commission" means the California Public Service Commission.

Customer
The person, firm, corporation or other entity which orders service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges and for compliance with Teleconnect Company, Inc. tariff regulations. The term "customer" also includes a casual caller (as defined previously in this catalog schedule), person, firm, corporation or other entity that (1) has not presubscribed to Teleconnect Company, Inc. service, but accesses Teleconnect Company, Inc. Dial "1" by

dialing the access number 1010826, or any other Teleconnect Company, Inc. carrier identification code, or (2) remains presubscribed to Teleconnect Company, Inc. service after its account is removed from Teleconnect Company, Inc. billing system, subsequently continues to use Teleconnect Company, Inc. network, and is billed by a local exchange service company in compliance with Teleconnect Company, Inc. tariff regulations. For billing purposes, a customer is considered to be an account. In the Metered Use Services, if a person, firm, corporation or other entity orders the service in more than one Teleconnect Company, Inc. originating city, or requests the assignment of more than one account number in a particular city, each such account is a separate customer for billing purposes.

Customer Premises Equipment: The term "customer premises equipment" means all terminal equipment normally used on the customer's premises owned by the customer, or by the telephone utility or some other supplier and leased to the customer.

Deactivate or Deactivation: The terms "deactivate" and "deactivation" mean the removal of an authorization code from effectiveness.

Dedicated Access Line: The term "dedicated access line" means the line between the customer premise and Teleconnect that does not pass through the switched network of a local exchange utility.

Delinquent or Delinquency: The terms "delinquent" and "delinquency" mean an account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. The term can also relate to a contested bill once the Commission finds the customer's complaint without merit.

Demarcation Point: The term "demarcation point" means the point of connection provided and maintained by the local utility to which existing or new inside station wiring becomes dedicated to an individual customer's use.

Depositor: The term "depositor" means the customer from whom a deposit is required.

Disconnect: The term "disconnect" means the disabling of circuitry preventing outgoing and/or incoming communications from the Teleconnect switch.

Dual Tone Multi-Frequency: The term "Dual Tone Multi-Frequency" means a protocol which uses two distinct frequency tones out of eight possible frequency tones to distinguish a number entered by a customer using a "Touch Tone" type instrument.

Due Date: The term "due date" means the last day for payment without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated "due by," "pay by" or "if paid by" on the customer's bill.

Exchange: The term "exchange" means a unit established by the local exchange utility for the administration of local communication services.

Exchange Service: The term "exchange service" means a local communication service furnished by means of local exchange plant and facilities.

Exchange Service Area or Exchange Area: The terms "exchange service area" or "exchange area" refer to the general area in which the local telephone utility holds itself out to furnish exchange telephone service.

Extended Area Service: The term "extended area service" means telephone service, furnished at local rates, between customers located within an exchange area and all of the customers of an additional exchange area.

Feature Group D: The term "Feature Group D" means the type of access which provides for "1+" customer dialing through the IXC of the customer's choice. FGD is also known as equal access.

Individual Case Basis: The term "individual case basis" means the application of a rate, charge, or condition of the tariff as determined by individual circumstances.

Initial Service Period: The term "initial service period" means the minimum period for which service will be installed and terminated without the application of an initial bill charge. Except as noted, the initial service period is one month from the initiation of service.

Inside Station Wiring: The term "inside station wiring" means wiring located on the premises beyond the demarcation point.

Installation Charge: The term "installation charge" means a nonrecurring charge associated with the installation of certain services or facilities either in lieu of or in addition to recurring monthly rates or service charges or rates.

Interexchange Service: The term "interexchange service" is the provision of intrastate telecommunications services and facilities between local exchanges and does not include EAS.

Interexchange Utility: The term "interexchange utility" means a utility, a resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges. A local exchange utility that provides interexchange service may also be considered an interexchange utility.

Local Exchange Utility: The term "local exchange utility" means a telephone utility that provides local service under a tariff filed with an appropriate state public utility commission. The utility may also provide other services and facilities such as access services.

Local Service: The term "local service" means telephone service furnished between customers or users located within an exchange area.

Local Service Area: The term "local service area" means the area within which are located the lines to which calls may be made under a specified schedule of exchange rates without payment of toll charges.

Local Utility: See "local exchange utility."

Message: The term "message" means "a" telephone call by a customer or user.

Premises: The term "premises" denotes the space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right-of-way, or a natural barrier.

Prorate: The term "prorate" means the basis sometimes used for determining the charge for service furnished for a period less than that used in specifying rates. The pro rata charge for a service for which the rate is specified on a monthly basis is 1/30 of the monthly rate times the number of days service was furnished.

Rates: The term "rates" shall mean recurring amounts billed to customers for regulated services and equipment.

Residential Service A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a residential, non-commercial, or non-business rate in the applicable local exchange service tariff for switched service.

Rotary Pulse: The term "rotary pulse" means the transmission of digital information from a customer's dial to the central office equipment. The numerical value of each digit in the dialed telephone number is determined by the number of on-hook intervals in a train of pulses. The on-hook intervals for each digit are separated by short off-hook intervals, and the digits themselves are separated by relatively long off-hook intervals.

Serving Exchange: The term "serving exchange" means a unit established for the administration of communication services in which Teleconnect holds itself out to provide service. The boundary of the serving exchange for Teleconnect is identical to that filed by the local utility.

Special Dialing Procedures: The term "special dialing procedures" means the dialing procedures which are an exception to the three step procedure. Special dialing procedures are available where a customer is in an

equal access area and has registered specific lines with Teleconnect for "1+" dialing. When Teleconnect has been designated as the customer's primary interLATA carrier, and the call is an interLATA call, the call may be dialed in the following sequence:

1 + area code + long distance telephone number.

Suspend: The term "suspend" means temporary disconnection or impairment of service which shall disable either outgoing or incoming communications or both.

Switching Service: The term "switching service" means switching performed for the service lines.

Teleconnect Exchange: The term "Teleconnect exchange" means the serving exchange of the Metropolitan Los Angeles free calling area. Continued service to EAS exchanges may be contingent upon any and all conditions imposed by the tariff or the financial incentives or disincentives imposed by secondary exchange carrier tariffs.

Telephone Utility or Utility: The terms "telephone utility" or "utility" mean any person, partnership, business association, or corporation, domestic or foreign, owning or operating any facilities for furnishing communications service to the public for compensation.

Three-Step Dialing Procedure: The term "three-step dialing procedure" means Teleconnect access number + authorization code + area code + long distance telephone number.

Timely Payment: The term "timely payment" is a payment on a customer's account made on or before the due date shown: (1) on a current bill for rates and charges, or (2) by an agreement between the customer and utility for a series of partial payments to settle a delinquent account.

Toll Message: The term "toll message" means a message made between different exchange areas for which a charge is made.

Toll Rate: The term "toll rate" means the Catalog Schedule charge prescribed for toll messages, usually based upon the duration of the message, the distance between the exchanges, the day and time of the message.

Tone: The term "tone" means a DTMF signal.

Traffic: The term "traffic" means telephone call volume, based on number and duration of calls.

WATS Access Line: The term "WATS Access Line" means the special access line between the customer premise and the WATS serving office.

EXPLANATION OF ABBREVIATIONS

ANI	Automatic Number Identification
BPS	Bits per Second
BPI	Bits per Inch
Cal PUC	California Public Utility Commission
CO	Central Office
CPE	Customer Premises Equipment
DAL	Dedicated Access Line
DDD	Direct Distance Dialing
DTMF	Dual Tone Multi-Frequency
EAS	Extended Area Service
FCC	Federal Communications Commission
FGD	Feature Group D
ICB	Individual Case Basis
LATA	Local Access and Transport Area
LMS	Local Measured Service
OCC	Other Common Carriers

OS	Operating Systems
P.U.C.	Public Utility Commission
WAL	Wats Access Line

RULE NO. 2 - DESCRIPTION OF SERVICE

MAJOR SERVICES

DAYSAVER, DAYSAVER PLUS, AND MAX-SAVE

a. Nature of Service. DAYSAVER, DAYSAVER PLUS and MAX-SAVE Services are interexchange telephone services, which allow customers to originate calls from any specified Teleconnect exchange, as listed in the Tariff, and terminate calls in any intrastate location within the State of California. Usage charges are generally based on the distance, duration and time of day for each call.

b. Dialing Procedure. The DaySaver Plans and MAX-SAVE may be accessed only through the special dialing procedures.

Smart Minutes

a. Nature of Service. Smart Minutes (an add-on to interstate service) is an outbound Residential Service that allows customers to originate intrastate calls via Local Exchange Carrier Feature Group D access lines. A customer may pre-subscribe up to two lines for Smart Minutes or may access the Service by dialing 1010826.*

* If a customer dials 1010826, Smart Minutes rates apply only when a call is placed from a pre-subscribed Smart Minutes phone.

b. Availability Service is available on a limited geographic basis and for customers of certain local exchange carriers.

800 SERVICE

a. Nature of Service. 800 Service is an interexchange telephone service which allows a customer to receive calls from any station within the state of California at no toll charge to the calling party. The customer is responsible for all calls placed to the customer's 800 number.

b. Dialing Procedure. The dialing procedure for 800 Service is

1-800-NXX-XXXX, where the NXX-XXXX is the 800 number assigned to the customer.

c. Specific Plans Included in the 800 Service Family.
800 Services are comprised of the following play types:

.01 Profit Line*

.02 Profit Line Plus*

.03 **[Reserved For Future Use.]**

.04 800 SUPERWATS PLUS*

* Profit Line, Profit Line Plus and 800 SUPERWATS PLUS are registered Service Marks of Teleconnect Company.

d. Determination of Duration

.01 The duration of a call begins when the connection is established between the calling station and the desired telephone attendant board or PBX console.

.02 The duration of a call ends when the connection is terminated.

.03 The duration of a call does not include time lost because of faults or defects in service.

e. Determination of Time of Day

.01 Day. Daytime rates shall apply from 8:00 a.m. until 5:00 p.m., Monday through Friday.

.02 Evening. Evening rates shall apply from 5:00 p.m. until 11:00 p.m., Monday through Friday.

.03 Night/Weekend. Night/Weekend rates shall apply from 11:00p.m. until 8:00a.m., Monday through Friday. Saturday and Sunday applies to all day.

f. Availability. Teleconnect only offers its individual intrastate 800 services only as add-ons to Teleconnect's interstate 800 services.

OPERATOR SERVICES

a. APPLICABILITY
Operator Services applies to all interexchange telephone services messages made between two or more points within the State of California.

b. DESCRIPTION
Operator Services provides telecommunications on an intrastate basis to the customer. Operator Services charges cover the service furnished between the calling and called stations of service points, this includes all methods of originating and terminating operator services calls.

c. PROVISION OF SERVICE
Operator Services is available to and from customers of other carriers and telephone utilities with an arrangement for interchange of telephone traffic. This service is furnished through interconnecting equipment and local connecting facilities.

d. TYPE OF SERVICE

.01 Customer Dialed Calling Card Station Service - The customer dialed calling card station rate applies when the person originating the call:

(a) Dials zero (0) plus the desired number and the commercial credit card or Local Exchange Utility calling card number (where equipment is available) to complete the call without operator assistance, or
(b) Dials zero (0) plus the telephone number to complete the call. In such, cases operator assistance is limited to recording the commercial credit card or Local Exchange Utility calling card number for billing purposes, or
(c) Inserts a commercial credit card or Local Exchange Utility calling card into a telephone equipped card reader (where equipment is available), dials zero (0) plus the called telephone number to complete the call without operator assistance.

.02 Operator-Handled Station Service - An operator-handled station rate applies when calls are completed with the assistance of an operator (except in f. below).

.03 Operator-Handled Person Service - An operator-handled person rate applies when:

(a) A calling person names the particular party to be reached by an operator, including such a call paid for by coin deposit. The party may be.

- A person.
- A mobile station.
- A station, department or office reached through a PBX attendant.

(b) The calling party cannot speak to the intended person or station, but agrees to speak to someone else.

(c) The calling party requests an operator to make arrangements with a person to receive a call at a specified time.

e. TIMING OF CALLS

On customer dialed calling card station and operator-handled station, the timing of a call begins when the calling and called stations are connected.

On Person calls, the timing of a call begins when the calling party is connected to a specified person, number, or an agreed-upon alternate.

The timing for all calls ends when the calling party hangs up the telephone. If the called party hangs up, but the calling party does not, the timing of the calls ends when the automatic timing equipment or the Company operator releases the network connection.

The timing of a call does not include time lost because of service faults or defects that are reported to the Company.

f. COLLECTION OF CHARGES

Charges for all Teleconnect Operator Services messages are billed to the calling telephone number, except where the message are billed to:

.01 The called party as a collect call, and the charge is accepted by the called party. This does not apply if the called number is a coin telephone. In this case, the charge may be accepted, but must be billed to a commercial credit card or Local Exchange Utility calling card number or third number which the called party is authorized to use, otherwise the called party must originate a new call.

.02 A third telephone number, except a coin telephone number, which the calling party is authorized to use, anywhere in the United States or Canada.

.03 A commercial credit card or Local Exchange Utility calling card account when the party requesting such billing is authorized to use such a card. In order to control fraud, the Company may refuse to accept calling cards which it determines to be invalid.

.04 Call Authorization

(a) To ensure billing is authorized, verification is made by the Company on all collect calls and periodically on third number calls.

(b) A call is authorized if the customer accepts the call, either by a live response or an answering device recording which states that calls are accepted, or if the billing is accepted by the customer.

(c) Calls that have been placed but are found to be unauthorized, will be rebilled to the number where the call originated.

g. PAYMENT OF CHARGES
The customer is responsible for payment of all charges for operator services furnished. This responsibility includes charges for all:

a. Messages originated at the customer's number.

b. Collect messages accepted at the customer's number.

c. Authorized messages billed to the customer's number.

d. Authorized messages billed to the customer's Local Exchange Utility calling card or commercial credit card.

OPTIONAL SERVICES - DESCRIPTION

ACCOUNT CODES

a. Description.

01. General. An Account Code Package is a service providing the customer with control, within prescribed limits, over the format of the bill. Account Codes can vary in length between two and four digits and are used by the customer to identify charge-back accounts and/or individuals.

02. Variable Length Account Codes. The customer may choose between three Account Code package sizes.

If this service is ordered, the customer must enter a valid Account Code at the end of the normal dialing sequence to complete a call.

When codes are ordered without the screened function, any digit meeting the package's parameters can be entered and will be registered as valid. Teleconnect is not responsible for invalid assignment of usage to a valid code.

03. "SECURE-CALL" Codes.

(a) General. In addition to subscribing to a variable-length Account Code package, the customer may request that the codes be "screened." The process of screening account codes is called SECURE-CALL Service. SECURE-CALL Service packages have certain specific codes within the parameters of the package invalidated. If one of these invalidated Account Codes is used in an attempt to place a call, the call will not be completed. Again, Teleconnect is not responsible for invalid assignment of usage to a valid code. Charges for screened accounts codes are in addition to charges for the initial account code package.

(b) Packaging. Predetermined packages of randomly selected 2, 3 and 4 digit account codes are available. Valid Codes can range from 25 to 1,000 codes for screened accounts.

04. Customized Screened Account Codes. Instead of using a predetermined package, customers are allowed to have specific account codes validated or invalidated according to their unique needs or wants. In this case the special packages of account codes are called Customized Screened
Account Codes.

The customer must first subscribe to Account Codes and pay the premiums for SECURE-CALL Codes in order to receive Customized Screened Account Codes.

SPEED CODES

a. Description. Speed Codes are 3-digit codes representing frequently called long distance numbers. They are provided in packets of 16 Speed Codes, or, in limited instances, in packets of 50 Speed Codes.

b. Fifty packet Speed Codes are available only to customers accessing the Teleconnect system with a DAL. Customers are limited to one Speed Code packet per authorization code.

AUTHORIZATION CODES

a. Description. Service under all plans includes one Authorization Code at no additional charge. Additional authorization codes may be supplied on request at an additional charge.

b. Availability. Any Teleconnect customer can purchase additional authorization codes.

CORPORATE BILLING

a. Availability. Corporate Billing is available to all customers having Authorization Codes and/or Account Codes.

MULTIPLE BILLING

a. Description. At a customer's request, multiple copies of that customer's bills will be furnished.

b. Availability. Multiple billing is available to any Teleconnect customer.

MAG TAPE/DISKETTE BILLING

a. Description

.01 Teleconnect will provide billing information and call detail on magnetic tape or diskette.

.02 Magnetic tape or diskette billings will be provided in the following formats:

(a)	Tape	-	1600 or 6420 bpi
		-	9 track
		-	standard OS labels or unlabeled
		-	IBM EBCDIC
(b)	Diskette	-	IBM 8-inch double sided double density
		-	floppy diskette
		-	Basic Exchange Format

b. Availability. Mag tape/diskette billing is available to all Teleconnect customers.

Teleconnect does not differentiate between a business or residential customer in any manner.

Information Required. When applying for interexchange service each prospective customer will be required to furnish Teleconnect the following information:

.01 Name of the party who will be responsible for payment for the interexchange service provided.

.02 Address or exact location of the premises where interexchange service is to be provided and billed.

.03 Any information required to make a proper determination of appropriate credit worthiness. Copies of different application forms are shown on page 92-T and page 93-T.

Selection of Service Type. Teleconnect offers several different types of service. Each is set forth separately in this catalog schedule. The customer is responsible for the selection of the service and the options.

Change of Service. The customer may change the service received and transfer to another service otherwise available to them. In such a case the customer will receive a credit against any one-time set-up fees for the new service in the amount of any one-time set-up fees paid upon the origination of the service being discontinued. If the one-time set-up fees for the new service are less than the one-time set-up fees for the service being discontinued, the customer shall pay no one-time set-up fee for the new service but shall not otherwise be entitled to any credits or remission from charges.

Additional Lines Required. When Teleconnect's interexchange service to the public is impaired by a customer's use of telephone service, Teleconnect shall have the right to require the customer to contract for and properly attend as many additional telephone lines as needed to adequately serve the customer's requirements, or to discontinue the service of the customer in question.

TRANSFERS OF SERVICE/RESPONSIBILITY FOR CHARGES ASSOCIATED WITH REQUESTED AUTHORIZATION CODES

Transfers. Transfers of service are not allowed. Service can be expanded to include use by the new spouse of an existing customer.

Requested Authorization Codes. When a customer requests that service be established by means of a specific, previously used authorization code or codes, all ongoing rates and charges associated with such code or codes will be made known to the prospective customer. Assignment of the code or codes to the prospective customer will be contingent upon the customer's acceptance of responsibility for all such ongoing rates and charges.

RULE NO. 4 – CONTRACTS

At present, Teleconnect serves no end-user customers via contractual agreements.

Teleconnect does hold itself out as acting as a carrier's carrier with other parties engaged interexchange service. Under these circumstances, Teleconnect does not hold itself as the responsible carrier to the end user customer. Instead, our obligations are to the carrier with whom Teleconnect has contracted. Under no circumstances should end-user parties served in such an arrangement be viewed as Teleconnect customers.

If and when other utilities provide Teleconnect with facilities and impose individual case basis installation charges or contracts requiring basic termination liabilities, Teleconnect will pass these obligations on to those customers who make use of such facilities. Teleconnect will use the same type of instruments of obligation with the customers as the utility providing the facilities imposes on Teleconnect.

Service may be terminated prior to the expiration of the initial service period may be terminated at the end of a billing period, without charge except for payment of all rates and charges due for service which has been already furnished.

RULE NO. 5 – SPECIAL INFORMATION REQUIRED ON FORMS

Teleconnect requires its prospective customers to provide all information shown on any form Teleconnect submits to a prospective customer. Also, the applicant will need to provide any additional information necessary to perform a credit check. Finally, Teleconnect may demand written clarification or written support of contested facts concerning any aspect of the customer's application.

RULE NO. 6 – ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

Teleconnect reserves the right to examine the credit record of all applicants and customers.

Teleconnect may examine the credit profile/record of any applicant prior to accepting the subscription order. Negotiation of customer's advance payment shall not in itself obligate the carrier to providing services, if a later check of applicant's credit record is, in the opinion of Teleconnect contrary to the best interest of Teleconnect. In the event Teleconnect denies an applicant, then the applicant shall be notified in writing and refunded any monies paid within five days, or upon notification by the carrier's bank that applicant's check (if previously deposited) has been paid by applicant's bank.

RULE NO. 7 – DEPOSITS

APPLICATION OF DEPOSITS

a. A carrier may require a deposit to establish or re-establish service if and only if an applicant for service is unable to demonstrate acceptable credit to the satisfaction of the carrier. Failure to provide a social security number shall not be cause for requiring a deposit. A carrier may not require for its own benefit a deposit for services provided by another carrier, or refuse to accept a deposit in lieu of demonstrating satisfactory credit.

b. Amount. The amount of the deposit shall not be more than the total of two months tariffed services. The amount of tariffed services may be estimated from past toll usage, customer estimated anticipated usage or Teleconnect network average toll usage considering type and nature of service. The amount of deposit may exceed this total when service is provided for short periods of time or special occasions.

c. Existing Customer. An existing customer may be required to make a deposit or to increase a deposit presently held when a deposit is inadequate to cover two months interexchange service, interex- change usage is abnormal or the customer's credit is impaired. Service may be disconnected unless the new or additional deposit is made within 12 days after written notification.

d. Abnormal Usage After Six Months. For customers with at least six consecutive months of service, abnormal usage of interexchange service is defined as at least a twenty-five percent increase in monthly interexchange charges amounting to at least twenty dollars. The customer's average monthly interexchange bills for not less than the prior three months shall be used in determining the increase.

e. Abnormal Usage Before Six Months. For customers with less than six consecutive months of service, abnormal usage of interexchange service is defined as when one month's interexchange service exceeds the deposit attributable to interexchange service by at least twenty-five percent, amounting to at least twenty-five dollars.

f. Handling of Deposits. Deposits shall be sent to: Teleconnect Company, 500 Second Avenue S.E., Cedar Rapids, Iowa 52401. Teleconnect will maintain records which show the name and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Unclaimed deposits together with accrued interest shall be credited to an appropriate account and shall be disposed of in accordance with the law.

g. Receipts. A receipt of deposit will be furnished to each customer from whom a deposit is received. Upon customer request, duplicate receipts will be provided to customers who have lost their receipt if the deposit is substantiated by Teleconnect's records.

h. Customer Obligations. The fact that a deposit has been made in no way relieves the customer from complying with Teleconnect's regulations as to the prompt payment of bills.

i. Interest. Deposits shall earn on the monthly, unused balance not less than simple annual interest based on the three-month financial commercial paper rate published by the Federal Reserve Board, on November 30th, of the prior year.

j. Refund or Credit. The deposit shall be refunded or credited to the customer after not more than twelve consecutive months of prompt payment. Within thirty days of issuance of the final bill, the amount of the deposit plus any accrued interest is credited to the customer's account and any credit balance is refunded.

k. Re-establishment of Deposit. If the customer is delinquent one or more months during any twelve month period, Teleconnect may implement or re-implement a deposit as set forth in this catalog schedule.

ADVANCE PAYMENTS

a. Applicants. Applicants for interexchange service who are required to make a deposit may be required to pay in advance of installation any service connection or installation changes.

b. Existing Customers. Existing customers who apply for additional interexchange service or changes in their existing service may be required to make advance payments, as described above, when the customer does not meet Teleconnect's credit standards or a sufficient credit history is unavailable.

RULE NO. 8 – NOTICE OF DISCONNECTION OF SERVICE

DISCONNECTION

Teleconnect disconnects in the manner described in RULE 11.

RULE NO. 9 – RENDERING AND PAYMENT OF BILLS

BILLS

a. Regular Bills. Regular customer bills are issued monthly. Each bill contains the dates included in the billing period, dates for service charges associated with work performed and the last date for timely payment. Bills include the amount the customer is charged, stated by category, sales tax and excise tax, with separate entries for total amounts current or in arrears.

b. Customer Requested Adjustments. Reasonable customer requested adjustments to monthly bills may be made if the customer brings the desired adjustment to Teleconnect's attention within 60 days of issuance of the bill. Teleconnect reserves the right to extend the period for adjustments beyond the 60 day period if, in Teleconnect's judgment, the situation so warrants.

TERMS AND CONDITIONS

Service is provided and billed on the basis of a minimum period of at least one month beginning on the date that billing becomes effective, and continues to be provided until the customer requests cancellation or until Teleconnect disconnects service pursuant to the provisions of this catalog schedule.

PAYMENT FOR SERVICE

The rates specified in this catalog schedule are generally rates based on usage, billed monthly, and generally payable in arrears except as otherwise provided.

All customers shall be permitted to have a last date for timely payment changeable for cause in writing. Such a change will become effective when acknowledged by Teleconnect. Until acknowledged, no change in date of timely payment is recognized by Teleconnect.

Customer payments are considered prompt when received at Teleconnect or its agent by the due date on the bill. The due date is 20 days after the bill is rendered and may be designated "due by," "pay by," or "if paid by" on the customer bill. Any customer not paying within 20 days is considered delinquent.

Teleconnect does not assess a late payment charge expt for forfeiture of High Volume Discounts (including multi-location discounts) as applicable to any service. In such cases, the late payment charge is forfeiture of the High Volume Discount applicable to all calls. This late charge will be assessed beginning with the first delinquent payment in any twelve month period. Teleconnect may request payment upon issuance of a final bill when service is terminated at the customer's request. For all other bills, payment will not be requested until the due date.

The customer is held responsible for all charges for services furnished at the customer's request and for all toll service furnished. Failure to receive a bill does not exempt the customer from prompt payment of the account. It is the customer's responsibility to contact Teleconnect when no bill is received.

Except as provided elsewhere in this catalog schedule, the rate for a fractional part of a billing period is a pro rata share of the rates for a full billing period as specified in this catalog schedule. If the prorating indicates a refund is due, the refund is applied as a bill credit.

PAYMENT

Bills may be paid by mail or in person at the sales office of Teleconnect. All charges for service are payable only in United States Currency. Payment may be made by cash or check. A penalty charge of $10.00 will apply on all returned checks.

LATE PAYMENT

a. Legal Fees, Costs. The customer is liable for any legal fees incurred by Teleconnect in the process of collecting a past-due amount. The amount of these fees can be determined by officers of the court if the proceedings are fully litigated. If the customer acquiesces to Teleconnect's demand for payment before a judgment is rendered, Teleconnect will bill the delinquent customer for costs incurred to that point. The customer is entitled to a statement of legal fees that are being assessed.

b. Customer Deposits. Teleconnect will apply a customer's deposit on file toward that customer's delinquent payment amount.

c. High Volume Discount. DaySaver Plus customers who submit delinquent payments shall forfeit the High Volume Discount as specified in this catalog schedule.

INITIAL SERVICE PERIODS AND TERMINATION OF SERVICE

Subscribers may cancel without termination fees or penalties any new tariffed service or any new contract for service within 30 days after the new service is initiated. This Rule does not relieve the subscriber from payment for per use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on the customer's premises (such as wiring or equipment installation) before the subscriber canceled.

OTHER COMPANIES' CHARGES

Teleconnect is not in all cases responsible for local telephone charges incurred by the customer in gaining access to the carrier's network. Only when Teleconnect is the designated agent of the customer for ordering DALs, WALs, etc. does such an obligation exist.

PAYMENT FOR USAGE

Usage is billed in arrears.

RULE NO. 10 – DISPUTED BILLS

All disputed charges for any telecommunications service are subject to a rebuttable presumption that the charges are unauthorized unless there is (i) a record of affirmative subscriber authorization; (ii) a demonstrated pattern of knowledgeable past use; or (iii) other persuasive evidence of authorization.

CUSTOMER COMPLAINTS

A customer or prospective customer may initiate a complaint with Teleconnect on any relevant matter by telephone, in person, or in writing directed to Teleconnect at any of its offices. Teleconnect's response to the complaint will generally be in the same form used by the customer. However, Teleconnect may respond to written complaints by telephone or personal visits when it believes such communications will be effective in resolution of the issues.

The customer may at any point during resolution of the complaint seek review by a supervisor or manager. If the customer is still not satisfied, the nature of the complaint with sufficient detail to afford an investigation should be documented and addressed to: Director of Customer Service, Teleconnect Company, 500 Second Avenue S.E., Cedar Rapids, Iowa 52401.

In the event of a billing dispute between the customer and Teleconnect for services furnished to the customer which cannot be settled to their mutual satisfaction, the customer may appeal to the Commission for its investigation and decision. The addresses of the California Public Utilities Commission are (1) 505 Van Ness Avenue, San Francisco, California 94102, and (2) State Office, 107 South Broadway, Los Angeles, California 90012.

RULE NO. 11 – DISCONTINUANCE AND RESTORATION OF SERVICE

DISCONNECTION OF SERVICE

Teleconnect will follow the appropriate state requirements.

a. Without Prior Notice. Interexchange service may be refused or disconnected without prior notice by Teleconnect for the following reasons:

.01 In the event of a condition on the customer's premises determined by Teleconnect to be hazardous.

.02 In the event of customer's user in such a manner as to adversely affect Teleconnect's facilities or Teleconnect's service to others.

.03 In the event of tampering with facilities leased or owned by Teleconnect.

.04 In the event of interexchange service being used by a customer in connection with a plan or contrivance to secure a large volume of interexchange calls to be directed to such customer or the telephone service of any designated customer at or about the same time, resulting in preventing, obstructing, or delaying the interexchange service of others.

.05 In the event of unauthorized use following the disconnection of service for any of these reasons, Teleconnect will notify the telephone customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where a customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

b. With Prior Notice. Service can be disconnected with prior notice for the following reasons:

.01 In the event the customer is indebted to Teleconnect for the same type of telephone service previously furnished.

.02 In the event the customer supplied false or inaccurate information of a material nature in order to

obtain telephone service.

.03 For failure of the customer or prospective customer to furnish service equipment, permits, certificates, rights of way necessary to obtain service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon him or her as conditions of obtaining service by a contract filed with and subject to the regulatory authority of the Commission.

.04 For failure of the customer to permit Teleconnect reasonable access to its facilities on the customer's premises.

.05 For nonpayment of a bill, where a reasonable attempt has been made at collection, except bills for: merchandise purchased from Teleconnect or a different class of service.

.06 For nonpayment of deposit as specified.

.07 In the event the service is or is likely to be used for unlawful purposes.

.08 Any other violation of the conditions governing the furnishing of service.

.09 For violation or noncompliance with Teleconnect's rule on file with the Commission, the requirements on any municipal ordinance, regulation or law pertaining to the service.

c. Notice. For disconnection with prior notice, written notice of a pending disconnect will be rendered five days prior to the disconnection. The notice will include all reasons for the disconnect and the final date by which payment is to be made or specific action taken. The notice will include a toll-free number where a customer can obtain additional information. A notice of disconnect based upon nonpayment will not be issued until the bill becomes delinquent. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

d. Unusual Circumstances. In unusual credit circumstances or abnormal usage of service which would result in undue revenue loss, disconnection may occur prior to the expiration of the seven-day notice.

e. Time Restrictions on Disconnection. Except as provided for disconnect without prior notice or in unusual credit circumstances or abnormal usage of service, no calls will be disconnected on the day preceding or the day on which Teleconnect is closed. Service will not be disconnected on a weekend, holiday, or after 2 p.m. unless service can be reconnected the same day.

SUSPENDED SERVICE

Teleconnect may suspend service when a customer is delinquent in payment. Teleconnect will issue the same five-day notice for suspension of service as is issued for termination of service. If Teleconnect and the customer cannot resolve payment of the delinquent bill, service may be terminated without any additional notice, and without service being reestablished.

DEACTIVATION OF SERVICE

If a customer's Teleconnect service is unused for a period of six consecutive months, the customer's authorization code may be deactivated. Deactivation of an authorization code under this section will be done only upon five days notice to the customer. Service will be restored by issuance of a new authorization code without charge upon subsequent written request of the customer.

PAYMENT TO HAVE SERVICE RESTORED

The maximum payment required for restoration of service that existed prior to disconnection shall be the total past-due amount, applicable charges, an Advance Payment and Deposit as specified elsewhere in this catalog schedule and where permitted by state tariff, a restoration of service charge.

RESTORAL OF SERVICE CHARGE

If a subscriber has had service disconnect involuntarily and has been properly noticed, Teleconnect may assess a reasonable restoral of service charge to reconnect service. The restoral of service charge will be

applicable in an amount up to $50.00.

RULE NO. 12 – OPTIONAL RATES AND INFORMATION TO BE PROVIDED TO THE PUBLIC

In the event of adoption by the carrier of new or optional schedules of rates, the carrier will advise its customers through bill stuffers that they are available.

A copy of this catalog schedule and advice letters will be available for public inspection in the carrier's sales office during regular business hours.

The carrier will post in a conspicuous place in its business office, a notice to the effect that a copy of this catalog schedule and advice letters as filed with the Cal. P.U.C. are available for public inspection.

TEMPORARY SERVICE

Temporary service or service to speculative projects will be provided if consistent with the best interest of Teleconnect. Rates and conditions for such service will be those published in this catalog schedule. Any customer paying the normal subscription fees shall be eligible to utilize the service.

From time to time Telecom*USA may provide certain special, temporary promotional offerings to its customers. These offerings may be limited to certain dates, times and locations.

RULE NO. 14 – CONTINUITY OF SERVICE

GENERAL

Teleconnect offers its services 24 hours a day, seven days a week, 365 days a year.

LIABILITY

a. Limitation. The liability of Teleconnect for damages to any party arising out of mistakes, omissions, interruption, delays, errors, or defects in transmission occurring in the course of furnishing service or facilities shall in no event exceed an amount equivalent to the metered rate charged by Teleconnect for the defective call or, for nonmetered services, the proportionate rate to the customer for the period of service during which mistake, omission, interruption, delay, error, or defect in transmission occurs.

b. Out of Service Conditions. Teleconnect shall make all reasonable efforts to prevent out of service conditions. An out of service condition exists when Teleconnect facilities, either leased or owned, are either not functioning or are malfunctioning such that the customer can complete no interexchange calls on the Teleconnect network or such that the quality of transmission of all calls on the Teleconnect network is degraded below the minimum acceptable standard.

c. Out of Service Adjustment. In the event of an out of service condition which is not due to the negligence or willful act of the customer and which is due to the failure of a Teleconnect-owned or leased facility, a pro rata adjustment will be made of any fixed monthly or annual rates for the service affected by said out of service conditions as follows:

.01 The out of service period will be considered to begin at the time the customer first notifies Teleconnect of the service outage. If, in the judgment of Teleconnect, circumstances prevent a customer from notifying Teleconnect of an out of service condition, the requirement for notification to Teleconnect may be waived, in which case the out of service period will begin with the time at which the out of service condition is first known to Teleconnect.

.02 When the out of service period extends beyond twenty-four (24) hours, the charges for the service affected will be voluntarily adjusted on a pro rata basis for the duration of the service outage.

.03 When an out of service condition continues for a period of less than twenty-four (24) hours, adjustments for such outages will be made if in the opinion of Teleconnect circumstances so warrant.

d. Customer Equipment. Teleconnect shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission or other injury, which is caused by customer provided equipment or non-Teleconnect services being used in conjunction with Teleconnect service. It shall be the customer's responsibility to ensure that the customer premises equipment is compatible with the service furnished by Teleconnect.

e. Voice Grace Service. Unless an application is specifically guaranteed by Teleconnect, Teleconnect shall not be liable for damages arising out of the use of the Teleconnect network for the transmission of other than voice grade service.

RULE NO. 15 – EMPLOYEE SERVICE

Employees of Teleconnect receive no special rates or discounts.

RULE NO. 16 – SERVICE CONNECTION AND FACILITIES

INTERCONNECTION WITH OTHER CARRIERS

Service furnished by Teleconnect may be connected with services or facilities of another participating carrier or may be provided over facilities solely provided by local utilities and/or interexchange carriers other than Teleconnect. Service furnished by Teleconnect is not part of a joint undertaking with such other carriers.

MAINTENANCE AND REPAIR

a. Customer Liability. The customer shall be responsible for damages to Teleconnect's leased or owned facilities caused by the negligence or willful act of the customer or those using Teleconnect service through the customer. The customer or those using Teleconnect service through the customer may not alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, or permit others to alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, any Teleconnect facilities except upon written consent of Teleconnect.

b. Leased or Owned Facilities. The customer's obligation to Teleconnect is the same whether the facilities involved are Teleconnect-owned facilities or are facilities leased by Teleconnect from another party. If Teleconnect incurs expenses due to the customer's actions which result in damage to or impairment of Teleconnect leased facilities, Teleconnect will pass through to the customer any and all expense which the owner of the facilities imposes on Teleconnect.

c. Limitation on Liability. Teleconnect should have no liability for any damage resulting from actions prohibited under this catalog schedule, including but not limited to:

.01 Lawsuits or other legal action

.02 Damage caused by abnormal voltage

.03 Fire

.04 Medical expense, lost wages, and other expenses for injured personnel

.05 Damage to C.P.E. or inside wiring

.06 Damage to the customer's premise

.07 Any and all other losses suffered by the customer

RULE NO. 17 – MEASUREMENT OF SERVICE

DETERMINATION OF DURATION

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.

.02 Chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

Teleconnect's typical connection is an FGD and therefore, does receive hard-wire voice detection for one plus calls placed over its network.

In those limited cases where hard-wire voice detection is not available, Teleconnect makes use of software voice detection and, therefore, has confidence in our ability to measure usage.

RULE NO. 18 – METER TESTS AND ADJUSTMENT OF BILLS FOR METER ERROR

Rule not applicable.

RULE NO. 19 – SUPPLY TO SEPARATE PREMISES AND RESALE

Rule not applicable.

RULE NO. 20 – LIMITATIONS

AVAILABILITY OF FACILITIES, REQUIREMENTS OF SUPPLIERS

Service is offered subject to the availability of facilities, both leased and owned; the requirements imposed by facility based carriers and their tariffs, and the provisions of this catalog schedule.

FORCE MAJEURE

Teleconnect reserves the right to discontinue furnishing service upon written notice when necessitated by events or circumstances beyond its control or when the customer is using the service in violation of the provisions of the Tariff or in violation of the law.

RULE NO. 21 – USE OF SERVICE FOR UNLAWFUL PURPOSES

The services tariffed are furnished subject to the condition that they will not be used for any unlawful purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If Teleconnect receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it will either

discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

RULE NO. 22 – AFFILIATIONS

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

RULE NO. 23 – INDEMNIFICATION

INDEMNIFICATION

The customer indemnifies and saves Teleconnect harmless against all claims arising out of any act or omission of the customer in connection with services provided by Teleconnect, including but not limited to:

.01 Claims arising from the content or use of material transmitted over its facilities, including claims for libel, slander, or infringement of copyright.

.02 Claims for infringement of patents arising from the use of Teleconnect services in connection with the facilities, apparatus, or systems of the customer.

RULE NO. 24 – UNAUTHORIZED USE

UNAUTHORIZED USE

Any individual who uses or receives Teleconnect service, other than under the provisions of an accepted application for service and a current customer relationship, shall be liable both for the tariffed cost of the service received and for Teleconnect's costs of investigation and collection.

RULE NO. 25 – RESERVED FOR FUTURE USE

RULE NO. 26 – RESERVED FOR FUTURE USE

RULE NO. 27 - BACKBILLING PROCEDURE

A bill shall not include any previously unbilled charge for service furnished prior to three (3) months immediately preceding the date of the bill.

The following are exceptions which would allow backbilling beyond the prior three months:

1) Collect Calls

2) Credit Card Calls

3) Third Party Calls

4) "Error File" Calls (calls which cannot be billed due to the unavailability of complete billing information to the LEC).

5) Backbilling for a period of one and one-half (1-1/2) years will be permitted in cases involving toll fraud.

RULE NO. 28 – CANCELLATION AND RESTORATION OF SERVICE

A. CANCELLATION

1. CANCELLATION OF SERVICE BY A CUSTOMER

.01 If a customer cancels his order for service before the service begins, before completion of the minimum period or before completion or some other period mutually agreed upon by the customer and MCI, a charge will be levied upon the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by MCI and not fully reimbursed by installation and monthly charges. If, based on an order by a customer, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by the customer.

.02 If an order for installation is delayed for more than 30 days beyond the due date, and such delay is not requested or caused by the customer, the customer may cancel the order without incurring cancellation charges.

2. CANCELLATION FOR CAUSE BY MCI

.01 MCI may discontinue the furnishing of any and/or all service(s) to a customer, without incurring any liability:

.011 Immediately and without notice if MCI deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, MCI may discontinue service pursuant to this sub-section A.2.011 if:

.0111 The customer refuses to furnish information to MCI regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or

.0112 The customer provided false information to MCI regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of MCI service(s); or

.0113 The customer states that it will not comply with a request of MCI for security for the payment for service(s) in accordance with Rule No. 7; or

.0114 The customer has been given written notice by MCI of any past due amount, which remains unpaid in whole or in part, for any of MCI's other common carrier communications services to which the customer either subscribes or had subscribed or used; or

.0115 The customer either (1) accesses MCI service by dialing 1010222, or any other MCI carrier identification code, or (2) having (T) presubscribed to MCI's Dial "1" Long Distance Service (Option A), has had its account(s) canceled and has been removed from MCI's billing system and is being billed for its subsequent use of MCI's network by the local exchange carrier, and either refuses to pay when billed for MCI service(s) or indicates to MCI or its billing entity that it will not pay for MCI services(s) used by it.

RULE NO. 29 – USE OF SERVICE FOR RESIDENTIAL AND SMALL BUSINESS CUSTOMERS

1. Effective February 1, 2009, the Company will no longer offer long distance service to new customers in areas in which local exchange service is provided by any subsidiary or affiliate of Verizon not subject to this tariff. Customers currently subscribed to Company service will no longer be able to move, add to, or change the service to which they are subscribed, except that customers may switch to a different Company service for which they are eligible if they wish. All residential and small business end users will continue to be able to access the Company network and will be subject to this tariff on a non-presubscribed basis, e.g. collect calling, "dial around" services, or where their local exchange carrier installs the Company as the long distance PIC without the customer directly signing up with the Company for any calling plan.

Eighth Revision

TITLE SHEET

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

EFFECTIVE 09/01/13

_____

CHANGE SHEET

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

Revisions to Catalog Schedule No. 1, Effective 09/01/13

PAGE No. 12

- **1010220 Service Rate increase.**

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PRELIMINARY STATEMENT

This catalog schedule contains all effective rates and rules together with information relating to, and applicable to Teleconnect's Services.

Teleconnect Services also provides interstate telecommunications service within the United States.

Effective August 1, 2001, pursuant to the direction of the Federal Communications Commission (FCC), Teleconnect is canceling its federal tariffs for services with certain exceptions, including those pertaining to exchange access, casual calling, and basic long distance service during a 45-day period for customers who sign up for Teleconnect service with a Local Exchange Carrier (LEC). International services for Residential and Small Business customers will also remain tariffed through January 27, 2002. Beginning August 1, service descriptions, definitions, terms and conditions, and pricing for the Business Markets services no longer federally tariffed may be found in the "Service Publication and Price Guide" located at the website http://www.worldcom.com. Also, beginning August 1, service descriptions, definitions, terms and conditions, and pricing for state-to-state Residential and Small Business services no longer federally tariffed may be found i) at http://www.mci.com/service for Residential services and http://www.mci.com/sb/service_agreement for Small Business services, or ii) by calling 1-800-444-3333.

SERVICE AREA MAP

Teleconnect provides switched intrastate long distance telecommunications services within the State of California.

Teleconnect has been granted authority by the Cal. P.U.C. to provide service within the State of California.



SERVICE AREA

In the following exchanges Teleconnect offers FGD connections only for access to its services. In such situations, only subscribers served from a local switch, which has been converted to equal access, can obtain service from Teleconnect.

Metro Los Angeles
Metro San Francisco
Metro San Jose
Metro Oakland
Metro San Diego
Metro Sacramento #3
Metro Bakersfield
Metro Stockton #9
Metro Santa Rosa
Metro Modesto
Agoura Hills
Anaheim
Buena Park
Burbank
Canoga Park
Carson
Chico
Colton
Concord
Metro Napa
Metro Fairfield
Metro Visalia
Metro Salinas
Metro San Bernadino
Metro Pomona
Metro Ontario
Metro Oceanside #6
Metro Richmond
Metro Monterey
Mar Vista
Montebello
Newark
Norwalk
Orange
Palo Alto
Pinole
Redondo Beach
Redwood City

Culver City	Reseda
Danville	San Carlos
Downey	San Leandro
El Monte	San Mateo
El Segundo	San Rafael
Fremont	Santa Ana
Glendale	Santa Barbara
Hawthorne	Santa Cruz
Inglewood	Torrance
Lomita	Van Nuys
Long Beach	West Lakeville
Westminster	

RATE SCHEDULE

APPLICABILITY

This catalog schedule applies to intrastate interexchange telecommunications service furnished by Teleconnect Company (Teleconnect).

TERRITORY

Within the areas of all exchanges, as said exchanges are defined on Sheet 10-T herein, as authorized by the California P.U.C.

DAYSAVER AND DAYSAVER PLUS RATES

(Effective January 1, 1995, Daysaver Plus will no longer be available to new subscribers.)

a. Day Rates. These rates are applicable 8:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of holidays.

Initial 30 seconds	Each additional six seconds
$0.1300	$0.0260

b. Evening/Night/Weekend Rates. These rates apply at all other times not listed in a. above.

Initial 30 seconds	Each additional six seconds
$0.0975	$0.0195

MAX-SAVE RATES

a. Day Rates. These rates are applicable 8:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of holidays.

Initial 30 seconds	Each additional six seconds
$0.1215	$0.0243

b. Evening/Night/Weekend Rates. These rates apply at all other times not listed in a. above.

Initial 30 seconds	Each additional six seconds
$0.0912	$0.0182

HIGH VOLUME DISCOUNTS

a. DaySaver Plus. DaySaver Plus customers' month call volumes are subject in whole or in part to high volume discounts. These discounts reduce a customer's bill below the amount of the cumulative message rate.

b. Exempt Calls. The following types of calls are not subject to a high volume discount and are not considered in calculating a customer's volume when determining the magnitude of that customer's high volume discount:

c. Application. At the end of each billing cycle the dollar volume of the customer's calls during the billing cycle is calculated. This is the aggregate of both interstate and intrastate calls, excluding those specified in Exempt Calls (b) above.

d. DaySaver Plus. For DaySaver Plus customers, the volume described in c. above will be used to determine the amount of the high volume discount. The high volume discount will be applied only to the daytime portion of that call volume.

e. Amount of Discount. The high volume discount applied is based on the volume of the customer's billing cycle calls, as follows:

Day Saver Plus

Volume of Billing Cycle Calls	High Volume Discount
$ 0 - $ 499.99	0%
$ 500 - $ 999.99	5%
$1,000 - $1,999.99	10%
$2,000 Plus	15%

RATES AND CHARGES - MONTHLY AND NONRECURRING -DAYSAVER, MAX-SAVE

The monthly and nonrecurring rates and charges applicable to DaySaver, DaySaver Plus and MAX-SAVE include one authorization code and are as follows:

Service	Monthly	Nonrecurring
DaySaver (Includes Teleconnect payment for PIC charges of up to $5.00 per line.)	N/A	$49.00
DaySaver Plus (Includes Teleconnect payment for PIC charges of up to $5.00.)	N/A	$49.00
MAX-SAVE	N/A	$00.00

SMARTminutes

(A customer may pre-subscribe up to two lines for SMARTminutes or may access the service by dialing 1010826. If a customer dials 1010826, SMARTminutes rates apply only when a call is placed from a pre-subscribed SMARTminutes phone.

(Effective October 12, 1998, SMARTminutes will not be available to new customers)

Usage Rates

All periods $0.07 per minute - Interlata
$0.07 per minute - Intralata

Features

Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes.

SMARTminutes Calling Card

(Effective April 1, 1997, SMARTminutes Calling Card will no longer be available to new customers.)

Customers will be charged a per minuted usage rate and a per call surcharge pursuant to Teleconnect' FCC Tariff No. 4, for all SMARTminutes Calling Card calls that originate and terminate in the state.

SMARTminutes Advantage
(Effective October 12, 1998, SMARTminutes Advantage will no longer be available to new customers)
(Service is available on a limited geographic basis and for customers of certain Local Exchange Carriers.)

SMARTminutes Advantage is an outbound residential service that allows customers to originate calls via Local Exchange Carrier Feature Group D (FGD) access lines. Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Advantage. All SMARTminutes Advantage calls are subject to an initial one-minute duration with additional one-minute increments.

Usage Rates - All periods	$0.07 per minute - Interlata
	$0.07 per minute - Intralata

SMARTminutes Advantage Calling Card
Customers will be charged a per minuted usage rate and a per call surcharge pursuant to Teleconnect's FCC Tariff No. 4, for all SMARTminutes Advantage Calling Card calls that originate and terminate in the state.

Savings Club
Savings Club is an outbound residential service that allows customers to originate calls via Local Exchange Carrier Feature Group D (FGD) access lines. A customer may designate up to two lines for Savings Club Service. Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to Savings Club. All Savings Club calls are subject to an initial one-minute duration with additional one-minute increments.

Usage Rates - All periods	$0.07 per minute - Interlata
	$0.07 per minute - Intralata

SMARTminutes for business
(Effective April 1, 1997, this service will no longer be available to new customers.)

Description:
SMARTminutes for business (an add-on to interstate service) is an inbound and outbound Commercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company carrier identification code (CIC); or (3) using a calling card access telephone number and personal identification number (PIN). Inbound service is accessed using common business line 800 termination. All SMARTminutes for business calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

Recurring charges:
Customers subscribing to inbound service will be charge a fee as described in Teleconnect's FCC Tariff No. 4 per month per 800 number.

Usage Rates:

Outbound:	$0.19 per minute	All periods
Calling Card:	$0.19 per minute	All periods
Inbound:	$0.19 per minute	All periods

Surcharge:
Calling Card surcharge: $1.20

Feature:
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes for business.

SMARTminutes for business Term Plan:
The SMARTminutes for business Term Plan is a term plan that provides discounts off intrastate usage rates. Customers who enroll in this plan will receive discounts (as described in Teleconnect's FCC Tariff No. 4) off standard tariffed rates for SMARTminutes for business. Directory Assistance, Operator Services and monthly recurring charges are not discountable.

Term Commitment and Renewal Option:
A customer must commit to service for a term of either one or two years. The term of the SMARTminutes for business Term Plan will commence no earlier than the first day of the billing month in which the customer subscribes to the plan. Upon expiration of the term, the customer will revert to standard tariffed rates for SMARTminutes for business.

Early Termination:
Discontinuance of service under the SMARTminutes for business Term Plan prior to the expiration of the committed therm constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge as described in Teleconnect's FCC Tariff No. 4.

Monthly Minimum Usage Fee
A fee up to $5.00 per account will be assessed if the total charges are less than $5.00 per account per monthly invoice.

Toll Free: Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

SMARTminutes Toll Free
(Effective April 1, 1997, this service will no longer be available to new customers.)

1. Description

   Nature of Service: SMARTminutes Toll Free is an inbound and outbound Commercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company Carrier Identification Code (CIC). Inbound service is accessed using common business line 800 terminations. SMARTminutes Toll Free calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

2. Availability

   a. SMARTminutes Toll Free is available for calling within the state.

   b. SMARTminutes Toll Free is only offered as an add-on to Teleconnect's interstate SMARTminutes Toll Free offering.

3. Rates and Charges

   a. Usage rates:

      Direct Dial
      $0.19 for all time of day rate periods for both inbound and outbound calls.

      Calling Card
      Customers will be charged a per minuted usage rate of $ 0.23 and a per call surcharge of $1.20 for all SMARTminutes Toll Free Calling Card calls that originate and terminate in the state.

   b. Features:
      Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Toll Free.

c. Toll Free:
Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

SMARTminutes Buy Down Plan
(Effective April 1, 1997, this service will no longer be available to new customers.)

1. Description

Nature of Service: SMARTminutes Buy Down Plan is an outbound Comercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company Carrier Identification Code (CIC). SMARTminutes Buy Down Plan calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

2. Availability

a. SMARTminutes Buy Down Plan is available for calling within the state.

b. SMARTminutes Buy Down Plan is only offered as an add-on to Teleconnect's interstate

SMARTminutes Buy Down Plan offering.

3. Rates and Charges

a. Usage rates:

Direct Dial
$0.19 for all time of day rate periods for both inbound and outbound calls.

Calling Card
Customers will be charged a per minuted usage rate of $0.23 and a per call surcharge of $1.20 for all SMARTminutes Buy Down Plan Calling Card calls that originate and terminate in the state.

b. Features:
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Buy Down Plan.

c. Toll Free:
Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

10-10-321

1. Description
Teleconnect will offer the following plan to customers who access Teleconnect service by dialing the access number 10-10-321. Calls will be rounded to the nearest full minute. When application of the usage rates results in a fraction of a cent, the call will be rounded down to the nearest whole cent. Calls beginning in one rate period and ending in another rate period will be billed the rate in effect for each period in which the call applies. Customers will receive the following rates for intrastate and intralata calls.

.011 InterLATA per minute usage rates
$0.20

.012 IntraLATA per minute usage rates
$0.11

10-10-220

The Company will offer the following plan for customers who access company service by dialing the Company designated Carrier Identification Code (CIC), 10-10-220. The customer will be charged **$1.50** for the first 10 minutes (or any portion thereof) of usage per call and **$0.25** per minute for each minute of usage thereafter.

10-10-987 Calling:

1. Description:
   1010987 Calling is an outbound service that allows customers to originate intrastate (interLATA and intraLATA) calls via local exchange carrier access facilities.

2. Rates:
   Customers who access Teleconnect services by dialing Company carrier identification code (CIC) 1010987 will be charged i) a per-call surcharge of $0.83 and ii) $0.06 per minute for each minute of intrastate (interLATA and intraLATA) usage, excluding calls to Operator Services and Directory Assistance.

Casual Caller

An instate InterLATA and IntraLATA per minute rate, as listed below, with no surcharge is applicable to calls placed by Casual Callers who access Company service by direct dial access or by dialing 1010222, 1010286 or any other Company Carrier Identification Code. A $2.50 per call surcharge applies to these calls.

Intrastate:

$3.07	1st minute,
$1.27	each additional minute

TUSA TalkSmarter Block-of-Time 500
(Effective June 1, 2008, TUSA TalkSmarter Block-of-Time 500 will no longer be available to new customers and existing customers of this service will no longer be able to move, add to, or make changes to their service.)

TUSA TalkSmarter 500 is an outbound and inbound service designed primarily for residential customers. TUSA TalkSmarter 500 includes a block of time structure with a flat rate structure for Dial 1 calls made outside the block-of-time allotment, and a flat rate structure for calling card service. No term plan options will apply to this service. All intrastate Dial-1 calls and calling card calls will have a 60 second rounding. If the computed charge includes a fraction of a cent, the fraction is rounded down to the nearest whole cent. A monthly charge will apply to this service.

Monthly Account Fees: Customers enrolled in this plan will be charged a $15.00 monthly recurring charge.

Access Methods and Charges:

c) Dial-1 Access: TUSA TalkSmarter Block-of-Time 500 can be used for Dial-1 access. Customers will receive an allotment of up to 500 minutes per monthly period that may be used for interstate and intrastate (interLATA and intraLATA) dial-1 usage. TUSA TalkSmarter Block-of-Time 500 customers will be charged the following rates for each minute of usage over the allotment. Customers may place these calls 24 hours a day and 7 days a week.

   Intrastate (InterLATA & IntraLATA) per minute charge: $0.03

d) Calling Card: TUSA TalkSmarter Block-of-Time 500 Calling Card access is available for origination from touch tone or rotary phones by dialing an MCI provided 800 number. Customers will be charged a per minute rate of $0.15 for all time periods for all intrastate calling card calls which terminate to the customers billed ANI. No per call surcharge will apply to these calls. All other calls will be charged a per minute rate of $0.89 for all intraLATA and interLATA calling card calls. No per call surcharge will apply to these calls.

c) Personal 800 Number: Personal 800 is non-applicable to customers who subscribe to this service.

d) Directory Assistance/Directory Assistance Call Completion:

A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One request may be made on each directory assistance call. The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number. Customers may request the Directory Assistance operator to complete a call to the last number requested on that particular Directory Assistance call. The customer will be charge a usage rate in accordance with the Company Local Exchange Service to which the customer is presubscribed for completed calls.

Directory Assistance	$1.99
Directory Assistance Call Completion Per Call Charge:	$0.35

e) Operator Assistance: **(Effective December 5, 2011, Commercial credit card billing for operator assisted calls will no longer be available where payment is made via an automated or live operator.)** Operator Services are outbound services allowing the customers to originate calls via local exchange carrier facilities, or by using a Company or Local Exchange Carrier calling card. All Operator Services calls are subjected to a one minute initial increment with additional one minute increments. When a call is subject to more than one service charge, only the highest service charge applies.

Per Minute Rates

Mileage	Business Day		Evening		Night/Weekend	
Band	1st	/ add'l	1st	/ add'l	1st	/ add'l
0-10	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
11-22	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
23-55	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
56-124	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
125-292	$0.65	$0.65	$0.65	$0.65	$0.33	$0.65
293+	$0.65	$0.65	$0.65	$0.65	$0.36	$0.65

Surcharge: The following surcharge apply with a one time per-call placement charge added to the initial minute of each Teleconnect Operator Service call.

Per Call Surcharge

3rd Party:	$4.35
1st Party Station-to-Station:*	$4.35
1st Party Person-to-Person:*	$3.15
Station-to-Station Collect:	$4.35
Person-to-Person Collect:	$3.15
LEC/Commercial Calling Card:	$0.72
Operator Dialed:	$1.00

* For calls made from private residential or business phones by Casual Callers , which are completed with the assistance of a Teleconnect operator; an additional surcharge of $2.50 will apply.

TUSA TalkSmarter USA
(Effective June 1, 2008, TUSA TalkSmarter USA will no longer be available to new customers and existing customers of this service will no longer be able to move, add to, or make changes to their service.)

TUSA TalkSmarter USA is an outbound and inbound service designed primarily for residential customers. TUSA TalkSmarter USA includes a flat rate structure for Dial 1, and calling card service. No term plan options will apply to this service. All intrastate Dial-1 calls will have 60 second rounding for the first minute and 6

second for each additional minute. Intrastate Callings Card calls will have 60 second rounding. If the computed charge includes a fraction of a cent, the fraction is rounded down to the nearest whole cent. A monthly charge will apply to this service. Monthly Account Fees: Customers enrolled in this plan will be charged a $4.95 monthly recurring charge.

Access Methods and Charges:

c) Dial-1 Access: TUSA TalkSmarter USA can be used for Dial-1 access. Customers will be charged the following rates for intrastate (interLATA and intraLATA) dial-1 usage. Customers may place these calls 24 hours a day and 7 days a week.

Intrastate (InterLATA & IntraLATA) per minute charge:	$0.05

d) Calling Card: TUSA TalkSmarter USA Calling Card access is available for origination from touch tone or rotary phones by dialing an MCI provided 800number. Customers will be charged a per minute rate of $0.15 for all time periods for all intrastate calling card calls which terminate to the customers billed ANI. No per call surcharge will apply to these calls. All other calls will be charged a per minute rate of $0.89 for all intraLATA and interLATA calling card calls. No per call surcharge will apply to these calls.

c) Personal 800 Number: Personal 800 is non-applicable to customers who subscribe to this service.

d) Directory Assistance/Directory Assistance Call Completion: A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One request may be made on each directory assistance call. The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number. Customers may request the Directory Assistance operator to complete a call to the last number requested on that particular Directory Assistance call. The customer will be charge a usage rate in accordance with the Company Local Exchange Service to which the customer is presubscribed for completed calls.

Directory Assistance	$1.99
Directory Assistance Call Completion Per Call Charge:	$0.35

Basic Service

Basic Service is a one-way, dial-in dial-out multipoint service that allows customers to originate and terminate intrastate (interLATA and intraLATA) calls via Company-provided local business telephone lines. Subscribers to Basic Service may originate calls only in the city or cities in which they maintain an active Basic Service account. Basic Service calls are rounded to the next higher full minute.

Per Minute Usage Rates:

Interlata calls	
Peak	$0.15
Off - Peak	$0.10
Intralata calls	
Peak	$0.10
Off-Peak	$0.05

Telecom*USA Phone Cards

(Effective 5/1/11, Telecom*USA Phone Cards will no longer available to new customers.)
(Effective April 17, 2012, recharge requests on existing cards will no longer be processed.)

Telecom*USA Phone Cards is a prepaid calling card service that allows consumers to acquire and use

cards to originate outbound direct dial calls via Telecom*USA provided 800 numbers. Telecom*USA Phone Cards can be used for both interstate and intrastate (intraLATA and interLATA) calls and are classified as MinutePass Branded Phone Cards where the calling service is provided by Telecom*USA (hereinafter "MinutePass Branded Phone Cards").

There are two methods of providing MinutePass Branded Phone Card services to consumers as follows:

- Physical format which includes a preprinted phone number and a Personal Identification Number, hereinafter referred to as a "PIN", delivered on a plastic card typically measuring 3-1/2" x 2-1/4"; or,

- Virtual format, which is delivered as a PIN when purchased via the World Wide Web.

Consumers can purchase MinutePass Branded Phone Cards either on the World Wide Web or a toll-free telephone number.

Prices for MinutePass Branded Phone Cards and recharge minutes are established by Telecom*USA.

This catalog schedule provides terms and conditions applicable to in-state calls made using MinutePass Branded Phone Cards. The terms and conditions set forth herein for such calls made with MinutePass Branded Phone Cards supplements the terms and conditions applicable to the sale and use of such cards as set forth in the Telecom*USA Service Agreement located at http://www.minutepass.com/ServiceAgreement.asp.

1. Card Values

   MinutePass Branded Phone Card are available as Dollar based cards, and display the initial dollar value of the card and a per minute rate for interstate calls.

2. Features

   Operator Assistance and Customer Service: Operator Assistance for call dialing is available at no charge to the consumer. Customer service is available on all cards at no charge to the consumer.

   Directory Assistance: Domestic Directory Assistance is available through the MinutePass Branded Phone Card. Directory Assistance requests will have a maximum charge of not greater than $1.50 per call. Consumers may request up to two listings per call. The Directory Assistance charge will be announced to the caller prior to connecting the call.

   Enhanced Directory Service: Golden Retriever, an Enhanced Directory Service, is available through MinutePass Branded Phone Cards and provides consumers with instant access to information including weather, reverse phone number look-up, phone number look-up and category search. Consumers may request up to three pieces of information per call to Enhanced Directory Service. Each such call is charged at a flat rate and is not subject to a per minute rate. The maximum charge for Golden Retriever is $1.50 per call.

3. Rates and Charges
   MinutePass Branded Prepaid Phone Cards are provided in various dollar based denominations by Telecom*USA with a stated interstate per minute value not to exceed $0.35.

   For completed in-state calls using a MinutePass Branded Phone Card, the value of a MinutePass Branded Phone card may be decremented up to 2 times the interstate minute described above. The value of each in-state minute equals 2 times the current interstate minute value as described in this service. Other charges or surcharges may apply to card use. Partial minutes used are billed as full minutes.

4. Recharging
   MinutePass Branded Phone Cards are rechargeable, meaning that additional value may be added to a card, subject to a maximum allowed value per card, unless the card has expired or as otherwise expressly stated on the card, card packaging, or in the Service Agreement. Such

additional minutes will be charged at the prevailing per minute rate as of the date of recharging. A minimum of ten dollars ($10.00) and up to a specified maximum amount may be added to the card per each recharge. In addition to the foregoing, rechargeable cards are also subject to the following terms and conditions:

.01 Upon recharge, a recharge fee of up to a maximum of fifteen percent (15%) of the recharge value may be assessed.

.02 Recharge may be accomplished in any of the following manners:

.021 By credit or debit card using the toll free access number printed on the card and following the audio prompts.

.022 By registering the card for "auto-recharge," an expedited recharge process that alerts the consumer when their calling card balance falls below a certain level and offers the option of an automatic recharge in the same dollar amount of the customer's previous recharge.

Recharge minutes or dollars of service purchased via the toll free access number or through auto-recharge must be paid for with a verified valid credit or debit card.

5. Exclusions

MinutePass Branded Phone Cards cannot be used for calls to 700-, 900-, or 976 services or for certain operator assisted, third party billed or collect calls. Any unused balance on a MinutePass Branded Phone Card cannot be transferred to or combined with one or more other MinutePass Branded Phone Cards.

6. Availability of Service

There are no time of day or day of year restrictions for use of MinutePass Branded Phone Cards.

7. Regulations

Use of MinutePass Branded Phone Cards is available by calling the MinutePass toll free number printed on the card.

A completed call may only be charged to a MinutePass Branded Phone Card that has a balance sufficient to cover the charges assessed for the call. The MinutePass Branded Phone Card balance will be reduced by the appropriate minutes or dollars charged for the completed call.

After the number of the called party is dialed, but before the call is completed, the available balance of talk time based upon the telephone number of the called party will be announced to the caller. A MinutePass Branded Phone Card call will be interrupted with an announcement when the available balance on the card drops to one minute, based on the originating/terminating phone numbers of the call. Once the balance on the card is insufficient to continue, the call will terminate.

Credit allowances for interruptions: MinutePass Branded Phone Cards will credit one minute on a consumer's MinutePass Branded Phone Card in the event of poor call transmission or call cut off caused by Telecom*USA . To receive a credit, the consumer must promptly notify MinutePass Customer Service of the service problem by calling the Customer Service number printed on the card. Credit will not be given when interruptions are caused by the failure of systems not provided by Telecom*USA, by the failure of other Telecom*USA services connected to the MinutePass Branded Phone Card, for wrong telephone numbers or other causes outside the control of Telecom*USA.

Activated MinutePass Branded Phone Cards are non-refundable. Once activated, and subject to applicable terms and condition, a MinutePass Branded Phone Card may be used to originate direct dialed calls until the available card balance is depleted or the card expires, whichever first occurs. Card expiration dates will be specified on the card or the card packaging.

8. Other Conditions of Service

.01 The U.S. Public Payphone Surcharge applies when a MinutePass Branded Phone Card is used to place a call from a U.S. public or semi-public payphone.

.02 State Universal Service Charge: Telecom*USA may, at its option, apply the State Universal Service Charge at time of sale.

TRAC SERVICES

RATES AND CHARGES

a. Usage Charges - TRAC

.01 Day Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0321	$0.0107
293 - 430	$0.0369	$0.0123
431 - 925	$0.0378	$0.0126
925+	$0.0459	$0.0153

.02 Evening Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0278	$0.0093
293 - 430	$0.0311	$0.0104
431 - 925	$0.0341	$0.0114
925+	$0.0365	$0.0122

.03 Night/Weekend Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0223	$0.0074
293 - 430	$0.0242	$0.0081
431 - 925	$0.0264	$0.0088
925+	$0.0283	$0.0094

b. Usage Charges - TRAC 2000

.01 Day Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 – 292	$0.0330	$0.0110
293 – 430	$0.0351	$0.0117
431 +	$0.0375	$0.0125

.02 Evening Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0280	$0.0093
293 - 430	$0.0298	$0.0099
431 +	$0.0319	$0.0106

.03 Night/Weekend Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0247	$0.0082
293 – 430	$0.0263	$0.0088
431 +	$0.0281	$0.0094

c. Discounts. Teleconnect will aggregate the interstate and intrastate usage for its individual TRAC service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

d. Recurring/Nonrecurring Charges. Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

TRAC 800 and 800 TRAC 2000

RATES AND CHARGES

a. Usage Charges

TRAC 800

.01 TRAC 800

Call Mileage	Daytime Rates Initial 30 Seconds	Evening Rates Initial 30 Seconds	Night Rates Initial 30 Seconds
0- 55	$0.0615	$0.0505	$0.0425
56-292	$0.1615	$0.0505	$0.0423
293-430	$0.0660	$0.0535	$0.0450
431-925	$0.0660	$0.0550	$0.0460

Call Mileage	Daytime Rates Additional 30 Seconds	Evening Rates Additional 30 Seconds	Night Rates Additional 30 Seconds
0- 55	$0.0123	$0.0101	$0.0085
56-292	$0.0123	$0.0101	$0.0085
293-430	$0.0132	$0.0107	$0.0090
431-925	$0.0136	$0.0110	$0.0092

.02 800 TRAC 2000

	Initial 30 Second Increment	Each Add'l 6 Second Increment
Day	$0.0560	$0.0112
Evening	$0.0490	$0.0098
Night/Weekend	$0.0410	$0.0082

b. Application. Teleconnect will aggregate the interstate and intrastate usage for its individual TRAC 800 and 800 TRAC 2000 service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

c. Recurring/Nonrecurring Charges. Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

800 SERVICE

RATES AND CHARGES

a. Usage Charges

.01 Profit Line and Profit Line Plus
(Effective January 1, 1995, 800 Profit Line Plus will no longer be available to new subscribers.)

	Initial 30 Seconds	Additional Tenth-of-a-minute
Day	$0.1150	$0.0230
Evening/Night/Weekend	$0.0863	$0.0173

.02 **[Reserved For Future Use.]**

Rate Per Minute

.03 800 SUPERWATS Plus[2]
(Effective January 1, 1995, 800 Superwats Plus - FGD access- will no longer be available to news subscribers.)

(a) Local Line

	Day	Evening	Night
Per Minute Rate	$.2150	$0.1828	$0.1828

(b) DAL

	Day	Evening	Night
Per Minute Rate	$.2150	$0.1300	$0.1105

b. High Volume Discount

.01 Application. Teleconnect will aggregate the interstate and intrastate usage for its individual 800 service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

c. Recurring/Nonrecurring Charges

.01

	Monthly	Nonrecurring
Profit Line	N/A*	N/A*
Profit Line Plus	N/A*	N/A*

.02 **[Reserved For Future Use.]**

.03 800 SUPERWATS PLUS - Ordering both 800 SUPERWATS PLUS and SUPERWATS PLUS simultaneously.

Fees

	Nonrecurring
Plan Type Set-up New Customer Ordering Both Inbound/Outbound Service	
Local Lines	N/A*
DAL	N/A*

Monthly Service Charges

	Recurring
Local Lines	N/A*
DAL	N/A*

* Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

.04 800 SUPERWATS PLUS - ordering inbound only.

Plan type set-up

	Non-Recurring
Local Line	N/A*
DAL	N/A*

Monthly Service Fee

	Recurring
Local Line	N/A*
DAL	N/A*

d. Additional 800 Numbers

		Monthly	Nonrecurring
.01	Profit Line	N/A*	N/A*
.02	Profit Line Plus	N/A*	N/A*
.03			
.04	SUPERWATS		
	(a) Local Line	N/A*	N/A*
	(c) DAL	N/A*	N/A*

e. Line Charges Installation

	Non-Recurring
Local Line	N/A*
DAL	N/A*

f. Monthly Line Charge

	Recurring
Local Line	N/A*
DAL	N/A*

* Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

CHECK-LINK

RATES AND CHARGES

a. Application

.01 The initial one-tenth minute (6 seconds) increment or fraction thereof is subject to the initial 6 second rate.

.02 Any additional one-tenth minute (6 seconds) increment or fraction thereof is subject to the additional 6 second rate. Any fraction of an increment is rounded up to the next additional 6 second increment.

.03 The charge for the initial increment plus the charge for the additional increments is then summed, with fractional cents, if any, rounded up to the nearest whole cent.

b. Specific Rates

	Initial 6 Seconds	Each Add'l 6 Seconds
Day	$0.0200	$0.0200
Evening	$0.0130	$0.0130
Night/Weekend	$0.0100	$0.0100

c. Specific Charges

	Monthly	Nonrecurring
Plan Set-up	---	$200.00
Monthly Service Fee	$150.00	---
Service Order	---	$ 50.00
Magnetic Tape Billing	$100.00	$300.00
Translation Charge	---	$10.00/Number
800 Number Service Surcharge Per Number	$ 2.75	---
Connection Charges:		

Digital Port Charges	ICB	ICB
CPE Charges:		
D-4 Channel Bank with Power Supply and CSU	$450.00	$750.00

d. Discounts. At the end of each billing cycle, the 800 service dollar volume of the customer's CHECK-LINK calls during the billing cycle is calculated. This is the aggregate of interstate and intrastate calls. This aggregate volume is used with the chart below to determine the amount of the High Volume Discount.

Volume of Billing Cycle Calls	Percent High Volume Discount
$ 0 - $ 49,999.99	0%
$ 50,000 - $ 64,999.99	12%
$ 65,000 - $ 79,999.99	14%
$ 80,000 - $ 94,999.99	16%
$ 95,000 - $109,999.99	18%
$109,000 +	20%

e. Limitation. CHECK-LINK is not available with Optional Additional and Contractual Volume Discounts.

OPERATOR SERVICES

RATES AND CHARGES

a. Application of Charges

.01 Determination of Charges
The charge for Teleconnect Operator Services is determined by the:
- Distance between rate centers
- Time of day and day of the week
- Duration of message
- Type of service

The specified components which apply to a Teleconnect Operator Services message are listed in the charge section applicable to that type of call.

.02 Initial Minute and Additional Minutes
Rates are quoted in terms of initial minute and additional minutes.

(a) Initial Minute
Initial minute rates are shown in c.01 following.

(b) Additional Minutes
All additional minute rates shown in c.02 following, are for each additional minute or any fraction thereof that the connection continues beyond the initial period.

(c) When application of the rates results in a fractional charge for a call, the amount will be rounded down to the lower cent.

b. Rate Periods

Monday thru Friday Hours	Rate
8:00 a.m. to 5:00 p.m.	Day
5:00 p.m. to 11:00 p.m.	Evening
11:00 p.m. to 8:00 a.m.	Night/Weekends

For messages which overlap one or more rate periods, each minute is rated according to the rates for the period in which the minute starts. All time periods include the beginning time and do not include the ending time.

c. Mileages and Corresponding Rates

Basic Charges

.01 Initial Minute

Rate Mileage	Day	Evening	Night
0 - 20	**$0.98**	**$0.98**	**$0.98**
21 - 40	**$0.98**	**$0.98**	**$0.98**
41 - 70	**$0.98**	**$0.98**	**$0.98**
71 - 100	**$0.98**	**$0.98**	**$0.98**
101 - 150	**$0.98**	**$0.98**	**$0.98**
151 - 330	**$0.98**	**$0.98**	**$0.98**
Over 330	**$0.98**	**$0.98**	**$0.98**

.02 Each Additional Minute

Rate Mileage	Day	Evening	Night
0 - 20	**$0.98**	**$0.98**	**$0.98**
21 - 40	**$0.98**	**$0.98**	**$0.98**
41 - 70	**$0.98**	**$0.98**	**$0.98**
71 - 100	**$0.98**	**$0.98**	**$0.98**
101 - 150	**$0.98**	**$0.98**	**$0.98**
151 - 330	**$0.98**	**$0.98**	**$0.98**
Over 330	**$0.98**	**$0.98**	**$0.98**

d. Service Charges

In addition to the basic charges in c. preceding, there is a service charge for messages classified as customer dialed calling card station, operator-handled station or person. The charge for this type of message is the sum of the dial station charge plus the applicable service charge. The service charge applies per message as follows:

Type of Message		Service Charge
Customer Dialed Calling Card Station Service		$.72
Operator Handled Station		**$5.49**
Operator Handled Station	**Collect**	**$5.49**
Operator Handled Person		**$7.15**
Operator Handled Person	**Collect**	**$7.15**
Third Party Billed		**$5.49**
Operator Dialed		**$1.10**

e. Subscriber Surcharges

Carrier will not bill users for any subscriber surcharges, except as provided below.

01. Surcharges - Calls originated from Hotels/Motels may be subject to a subscriber surcharge of up to $1.00 per call at the option of the Customer. Calls originated from hospitals may be subject to a subscriber surcharge of up to 25 cents ($0.25) per call at the option of the customer. Calls originated from COPTs may be subject to a subscriber surcharge of up to $0.25 per call at the option of the customer.

FLEX-SAVE PLUS

(Effective January 1, 1995, Flex-Save Plus will no longer be available to new subscribers.)

RATES AND CHARGES

a. Usage Charges

.01 Day Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1620	$0.0086
21 - 40	$0.2340	$0.0143
41 - 70	$0.2430	$0.0152
71 - 100	$0.2520	$0.0171
101 - 150	$0.2790	$0.0181
151 - 330	$0.2880	$0.0200
Over 330	$0.3150	$0.0209

.02 Evening Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1296	$0.0068
21 - 40	$0.1872	$0.0114
41 - 70	$0.1944	$0.0122
71 - 100	$0.2016	$0.0137
101 - 150	$0.2232	$0.0144
151 - 330	$0.2304	$0.0160
Over 330	$0.2520	$0.0167

.03 Night/Weekend Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.0972	$0.0051
21 - 40	$0.1404	$0.0086
41 - 70	$0.1458	$0.0091
71 - 100	$0.1512	$0.0103
101 - 150	$0.1674	$0.0108
151 - 330	$0.1728	$0.0120
Over 330	$0.1890	$0.0125

b. Monthly and Nonrecurring. The rates and charges applicable to Flex-Save Plus are as follows:

Monthly	Nonrecurring
N/A	$25.00

SURE-SAVE PLUS

a. RATES AND CHARGES

Usage Charges

a. Day Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1620	$0.0855
21 - 40	$0.2340	$0.1425
41 - 70	$0.2430	$0.1520
71 - 100	$0.2520	$0.1710
101 - 150	$0.2790	$0.1805
151 - 330	$0.2880	$0.1995
Over 330	$0.3150	$0.2090

b. Evening Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1296	$0.0684
21 - 40	$0.1872	$0.1140
41 - 70	$0.1944	$0.1216
71 - 100	$0.2016	$0.1368
101 - 150	$0.2232	$0.1444
151 - 330	$0.2304	$0.1596
Over 330	$0.2520	$0.1672

c. Night/Weekend Rates.

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.0972	$0.0513
21 - 40	$0.1404	$0.0855
41 - 70	$0.1458	$0.0912
71 - 100	$0.1512	$0.1026
101 - 150	$0.1674	$0.1083
151 - 330	$0.1728	$0.1197
Over 330	$0.1890	$0.1254

d. Rates and Charges - Monthly and Nonrecurring
The monthly and non-recurring rates and charges applicable to

Sure-Save Plus, including one authorization code and are as follows:

Monthly	Nonrecurring
N/A	$ 0.00

EXEMPT CALLS-FLEX-SAVE PLUS AND SURE-SAVE PLUS. The following types of calls are not subject to a high volume discount and are not considered in calculating a customer's volume when determining the magnitude of that customer's high volume discount:

.01 Calls under the Credit Card Service.
.02 Calls placed to Directory Assistance.
.03 Calls placed to an international location.

HIGH VOLUME DISCOUNTS. For Flex-Save Plus and Sure-Save Plus customers, the volume in the above paragraph is used both to determine the appropriate high volume discount and is the total to which the high volume discount applies. The discounts are as follows:

Volume of Billing Cycle Calls	High Volume Discount
$ 0 - $ 399.99	0%
$ 400 - $ 799.99	5%
$ 800 - $1,599.99	10%
$1,600 - $3,199.99	15%
$3,200 Plus	20%

DAYSAVER I

RATES AND CHARGES

a. Day Rates

Initial and Subsequent Whole Minutes
$.2600

b. Evening/Night/Weekend

Initial and Subsequent Whole Minutes
$.1950

HELLO AMERICA

RATES AND CHARGES

a. Day Rates

Initial and Subsequent Whole Minutes
$0.2700

b. Evening Rates

Initial and Subsequent Whole Minutes
$0.1300

c. Night/Weekend Rates

Initial and Subsequent Whole Minutes
$0.1100

* USA CARD
(Effective January 1, 1995, * USA Card will no longer be available to new subscribers.)

RATES AND CHARGES

a. Day Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.1800	$0.1700
11 - 22	$0.2100	$0.2000
23 - 55	$0.2300	$0.2200
56 - 124	$0.2300	$0.2200
125 - 292	$0.2300	$0.2300
293 - 430	$0.2400	$0.2300
431 - 925	$0.2400	$0.2400
926 +	$0.2500	$0.2500

d. Evening Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.1206	$0.1139
11 - 22	$0.1407	$0.1340
23 - 55	$0.1541	$0.1474
56 - 124	$0.1541	$0.1474
125 - 292	$0.1541	$0.1541
293 - 430	$0.1608	$0.1541

431 - 925	$0.1608	$0.1608
926 +	$0.1675	$0.1675

e. Night/Weekend Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.0936	$0.0884
11 - 22	$0.1092	$0.1040
23 - 55	$0.1196	$0.1144
56 - 124	$0.1196	$0.1144
125 - 292	$0.1196	$0.1196
293 - 430	$0.1248	$0.1196
431 - 925	$0.1248	$0.1248
926 +	$0.1300	$0.1300

HIGH VOLUME DISCOUNTS
High volume discounts do not apply to this service.

SERVICE CHARGE
This charge is applied on a per call basis.

	Charge Per Call
a. Customer Dialed Station to Station	$0.79
b. Attendant Handled	
(.01) Station to Station	$1.25
(.02) Person to Person	$3.00

OPTIONS
Options available to * USA Card customers include Personal Attendant and Speed dialing.

a. Personal Attendant. This option provides the customer with the means to access a directory assistance-like service, through the Direct Connect function, or a message receipt/delivery option through the Message Storage and Forward function.

.01 Direct Connect. Teleconnect provides this function to customers who are in need of obtaining a station number from a directory assistance-like service. A customer wishing to use this service will enter "* 0" following the prompt tone. A Teleconnect attendant will come onto the line and request the name and location of the party the customer wishes to access. After acquiring the necessary information from the customer, the Teleconnect attendant will contact directory assistance, obtain the number desired, and then pass the information along to the customer. The customer will then choose to either terminate the call or have the Teleconnect attendant complete the call.

(a) Directory Assistance-like Service Rates and Charges. An undiscountable charge of $1.99 per call will apply to each call requesting Directory Assistance for numbers in the United States. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator.

(b) Attendant Assisted Rates and Charges. If the Teleconnect attendant connects the customer with the station or the party in question, the customer will incur the following charge as appropriate.

	Charge Per Call
Station to Station	$1.25
Person to Person	$3.00

In addition to this charge, the customer will incur the $1.99 directory assistance charge and the

long distance charges shown previously. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator.

.02 Message Storage and Forward. This service provides the customer with a message relay service. The customer will contact a Teleconnect attendant by entering "* 4" following the tone, tape the desired message, and specify the date and time for delivery. Teleconnect will attempt to deliver the message in the following manner. The initial attempt will correspond with the customer's requested time of delivery, the next three (3) attempts will be spaced fifteen (15) minutes apart, and the last four (4) attempts will be spaced sixty (60) minutes apart. Teleconnect will make no more than eight (8) attempts at delivery. Teleconnect does not guarantee successful delivery of messages. The rates and charges incurred by the customer for service are as follows:

Activity	Charge
Taping of message	$0.29 per minute
Relay of message	$0.29 per minute
Attendant Surcharge:	
Station to Station	$2.00 per taped message
Person to Person	$3.75 per taped message

The attendant surcharge applies even if Teleconnect has been unsuccessful in delivering the message to the appropriate party.

b. Speed Dialing. Speed Dialing provides the customer with a simplified means of accessing frequently called numbers. The customer enters a specified code which is automatically converted into a telephone number. These codes are programmed and maintained by the customer. The Speed Dialing option is accessed by entering "* 9." The customer will then enter "0" to access the automated attendant which will assist the customer in programming the speed codes. The customer has the capability of programming up to nine (9) personalized speed dial numbers.
This option is provided free of charge to * USA Card customers.

JOINT USER SERVICE

RATES AND CHARGES

a. Applicability. Any entity which is elected or authorized to serve as a manager of a Joint User Group and is duly authorized to represent members of the Joint User Group, is entitled to order Joint User Service at the rates and charges listed below:

.01 * USA Card usage rates as listed in this catalog schedule are discounted by fifteen percent (15%) for day, evening and night/weekend.

.02 * USA Card charge as listed in this catalog schedule for customer dialed Station-to-Station is eliminated.

.03 The Joint User Group, in composite, must generate $125,000.00 of total rates and charges per month with Teleconnect derived from all jurisdiction in order to be eligible for Joint User Service. In order for a group to be considered a Joint User Group and eligible for the above rates, the applicant must meet all criteria established by Pacific Bell in accordance with its Joint User Tariff (A5.6.1 first revised sheet 478 and sixth revised sheet 479).

b. Liability. The manager of the Joint User Group is responsible for payment for all usage generated by each member of the Joint User Group. Failure of an individual member to pay the manager of the Joint User Group in no way alleviates the manager from the liability for payment of those charges.

VIRTUAL PRIVATE LINE

RATES AND CHARGES

a. Usage Charges

	Channel Mileage	
From	To and Including	Charge Per Minute
0	50	$.15
51	120	.20
121	220	.30
221	320	.35
321	500	.40
501	800	.45
801	And over	.50

For calculating the distance of a Virtual Private Line call the distance used for pricing purposes is the airline mileage between serving wire center, not toll centers.

b. Line Termination Charges

1. Ordering of line termination facilities:
Per line termination - $50.00 monthly

2. Customer has the option of ordering one line termination through Teleconnect and the other from another source, both ends from Teleconnect, or neither end from Teleconnect.

c. Installation and Relocation Charges

1. An installation charge of $125.00 applies for the installation of each primary location. For a relocation of a primary location in different premises, installation charges apply.

d. Special Access Surcharge. In addition to the above, a Special Access Surcharge of $25.00 per month, per service point, is applicable to each access line facility provided by a local exchange telephone company. The surcharge will not apply to such a facility for which the customer has furnished Teleconnect with an Exemption Certification. The surcharge is applicable where the Virtual Private Line allows traffic to either to originate or terminate for locations other than the customer's premises within the free calling area.

LIMITED LOCATION

a. Virtual Private Line service is limited to call between San Francisco and Los Angeles.

b. If the customer's location is beyond the corporate city limits of San Francisco or Los Angeles, the customer is obligated to provide a connection within the corporate city limits. If the customer can gain access via facilities other than Teleconnect's, no additional charge applies beyond line termination. If Teleconnect provides the connection via the leased facilities of others, the customer will be subject to charges on an individual case basis.

ADDITIONAL AND CONTRACTUAL VOLUME DISCOUNTS

RATES AND CHARGES

a. Description. At the customer's request, the customer may contract to receive additional volume discounts for the customer's Teleconnect long distance services. The customer may contract on a month-to-month basis or on a long term basis for these discounts. The discount levels will be determined by using the aggregate net dollar volume (after applying existing discounts) of all Teleconnect services, both intrastate and interstate, used by the customer, but the discount will be applied only to those Teleconnect services which are tariffed to receive High Volume Discounts. These discounts will be applied after and in addition to the tariffed High Volume Discounts for each service.

For the Contractual Volume Discount, the discount will vary with the length and year of the contract, as

stated in d.

b. Availability. Additional and contractual volume discounts are available to all Teleconnect customers who subscribe to a long distance plan which is subject to high volume discounts.

c. Rates and Charges. Additional and contractual volume discounts are subject to the following monthly and nonrecurring charges:

Monthly	Nonrecurring
$50.00	$0.00

d. Volume Discounts. The following schedule of volume discounts will apply:

		Volume Discounts Based on Length of Contract		
Net Dollar Volume	Month to Month	1st Year Contract	2nd Year Contract	3rd Year Contract
$ 10,000 - $ 15,000	1%	3%	4%	5%
$ 15,001 - $ 25,000	3%	5%	6%	7%
$ 25,001 - $ 50,000	4%	6%	7%	8%
$ 50,001 - $100,000	6%	8%	9%	10%
$100,001 - $250,000	7%	9%	10%	11%
$250,001 +	8%	10%	11%	12%

* When a customer signs a two or three year contract, the percent of discount will change each year as reflected above.

e. Discontinuance of Service Prior to Expiration of Contract. In the event a customer chooses to discontinue the contract prior to the completion of the term of the contract, the following penalties will apply:

.01 The customer who terminates the contract in the first year must repay 100% of the Contractual High Volume Discount received up to that point.

.02 The customer who terminates the contract in the second year must repay 75% of the Contractual High Volume Discount received up to that point.

.03 The customer who terminates the contract in the third year must repay 50% of the Contractual High Volume Discount received up to that point.

DIALED NUMBER IDENTIFICATION SERVICE

Dialed Number Identification Service is subject to the following monthly and nonrecurring charges:

Monthly	Nonrecurring	Change Charge
$0.00	$500.00	$50.00/request

DIRECTORY ASSISTANCE (DA) SERVICE

An undiscountable charge of $1.99 per call will apply to each call requesting Directory Assistance for numbers in the United States. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator. In the event that a DA operator is unable to provide the requested number, the charge for the call will still apply. When a customer reports that an incorrect number has been provided by the DA operator (including the number requested, the number provided, and the reason the number is incorrect), a credit for the amount of the charge per call will be granted.

HELLO CALIFORNIA

RATES

a. Day Rates

Initial Minute Rate	Add'l Minute Rate
$0.2700	$0.2700

b. Evening Rates

Initial Minute Rate	Add'l Minute Rate
$0.1300	$0.1300

c. Night/Weekend Rates

Initial Minute Rate	Add'l Minute Rate
$0.1100	$0.1100

OPTIONS
HELLO CALIFORNIA is available with the *USA Card service as an enhancement. The rates and charges for the *USA Card are found in this catalog schedule.

COMBINATION WITH OTHER SERVICES
HELLO CALIFORNIA may be combined with 800 Personal Hotline. Customers who purchase combined services will not be required to meet the monthly minimum usage set forth below. The customer is obligated to pay the tariffed usage rates as specified in the 800 Personal Hotline section of this catalog schedule.

RATES AND CHARGES - MONTHLY AND NONRECURRING
The monthly and nonrecurring charges applicable to interstate service allows the customer to utilize intrastate service at no additional charge.

MINIMUM USAGE CHARGE
HELLO CALIFORNIA customers will be charged the greater of $5.00 per month or the cumulative message charges for the month. Non-jurisdictional calling charges contribute to the $5.00 monthly minimum.

RATES APPLICABLE ON CERTAIN HOLIDAYS
For the following holidays the Evening rates are used, unless lower rates would normally be applicable:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

OPTIONAL SERVICES

ACCOUNT CODES

Rates and Charges

a. Variable Length Account Codes. The length of the codes are as follows:

	One-Time Charge	Monthly Recurring Charges
2 Digit	$15.00	$ 5.00
3 Digit	$25.00	$10.00
4 Digit	$50.00	$15.00

b. Rates and Charges. Pricing is determined by the number of divisional and departmental subtotals required ("breaks"). Authorization codes and account codes are priced separately and in addition to corporate billing charges. The customer will be assessed a $10.00 one-time change charge to

add in billing detail under this service, and monthly rate and nonrecurring charges as set forth in the following chart:

		Monthly	Nonrecurring
.01	0 - 15 Breaks	$15.00	$ 5.00
.02	16 - 49 Breaks	$25.00	$10.00
.03	50 Plus Breaks	$50.00	$15.00

c. SECURE-CALL Codes.

Predesignated Packages Numbers of Random Codes	Additional One-Time Charges for 2-Digit	3-Digit	4-Digit
25	$10.00	$15.00	---
50	---	$25.00	---
100	---	$35.00	---
200	---	$45.00	---
400	---	$50.00	$ 75.00
600	---	$60.00	$ 85.00
800	---	---	$ 95.00
1000	---	---	$ 100.00

Pricing of larger 4 digit packages are available upon request. Under these circumstances the rates and charges are on an individual case basis.

d. Customized Screened Account Codes. Pricing for Customized Screened Account Codes is as follows:

Additional One Time Charge	$50.00
Change Charge per Request	$10.00

AUTHORIZATION CODES

Rates and Charges. Additional authorization codes are available for a $10.00 one-time setup charge.

MAG TAPE/DISKETTE BILLING

Rates and Charges. Mag tape/diskette billing is available for a $300 one-time setup charge and a $100 monthly rate. The customer has the alternative of a single request for $400.00

MULTIPLE BILLING

Rates and Charges. The customer is charged a $10.00 fee for each multiple bill requested.

SPEED CODES

a. Customers are charged a $25.00 one-time setup charge and a $10.00 monthly rate per packet of 16 Speed Codes.

b. Customers are charged a $50.00 one-time setup charge and a $20.00 monthly rate per packet of 50 Speed Codes.

CHECK SERVICE CHARGE

A check service charge will be assessed for any reason a check tendered by a Teleconnect customer as payment for tariffed service is returned to Teleconnect or is not in acceptable form. The check service charge is $10.00.

NOTES WHICH AFFECT RATES

TIME OF DAY

.01 Day Rates. These rates are applicable from 8:00 a.m. to 5:00 p.m., Monday through Friday with the exception of the holidays listed.

.02 Evening Rates. These rates are applicable 5:00 p.m. to 11:00 p.m. Sunday through Friday.

.03 Night/Weekend Rates. These rates are applicable 11:00 p.m. to 8:00 a.m., Monday through Friday, all day Saturday and Sunday between 8:00 a.m. and 5:00 p.m. as well as 11:00 p.m. to 8:00 a.m.

RATES APPLICABLE ON CERTAIN HOLIDAYS

For the following holidays the Evening rates are used, unless lower rates would normally apply:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

METHOD OF APPLYING RATES

DAYSAVER, DAYSAVER PLUS, MAX-SAVE

The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed.The subsequent seconds are rounded in tenth of a minute increments, with the remaining seconds, if any, rounded up to the next tenth of a minute and are subject to the additional tenth of a minute charge.
Fractional cents, if any, are rounded up to the nearest whole cent.

Smart Minutes

All Smart Minutes calls will be billed in one-minute increments.

FLEX-SAVE PLUS.
To determine the appropriate charge, each call is rated by the following method.

a. Initial Minute.
The initial whole minute or fraction thereof is subject to the initial minute rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment.
The subsequent seconds beyond the initial increment (first minute for Flex-Save Plus are rounded in tenth of a minute (6 second) intervals with any remaining seconds rounded to the next higher tenth of a minute interval. Those 6-second increments are subject to the precise billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial minute plus the charge calculated for the subsequent 6-second increments determine the previous billing charge for the call. The total amount of the call is rounded up to the nearest whole cent.

SURE-SAVE PLUS

To determine the appropriate charge, each call is rated by the following method.

a. Initial Minute
The initial whole minute or fraction thereof is subject to the initial minute rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment
The subsequent seconds are rounded in whole minute increments, with the remaining seconds, if any, rounded up to the next whole minute, and are subject to the whole billing factor for the appropriate play to which the customer subscribed.

c. Total
The charge calculated for the initial minute plus the charge calculated for the subsequent whole minute(s) determines the whole minute charge for the call. The total amount of the call is rounded up to the nearest whole cent.

DAYSAVER I

a. Whole Minutes. DaySaver I usage (both initial minute and subsequent minute) is measured in whole minute increments.

b. Time of Day. The time of day is used to determine which rate is to be applied to usage.

TRAC and TRAC 2000

To determine the appropriate charge, each call is rated by the following method.

a. Initial Increment. The initial 18 seconds or fraction thereof is subject to the initial 18 second rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment. The subsequent seconds beyond the initial increment for TRAC are rounded in one-tenth minute (6 second) intervals with any remaining seconds rounded up to the next higher one-tenth minute interval. Those one-tenth minute increments are subject to the additional one-tenth minute billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial increment plus the charge calculated for the subsequent increment determines the charge for the call. The total charge is rounded up to the nearest whole cent.

TRAC 800 and 800 TRAC 2000

To determine the appropriate charge, each call is rated by the following method.

a. Initial Increment. The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment. The subsequent seconds beyond the initial increment for TRAC are rounded in one-tenth minute (6 second) intervals with any remaining seconds rounded up to the next higher one-tenth minute interval. Those one-tenth minute increments are subject to the additional one-tenth minute billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial increment plus the charge calculated for the subsequent increment determines the charge for the call. The total charge is rounded up to the nearest whole cent.

HELLO AMERICA

a. Whole Minute. HELLO AMERICA usage (both initial and subsequent minutes) is measured in whole minute increments.

b. Time of Day. The time of day is used to determine which rate is applied to usage.

c. Minimum Usage. The minimum usage level for HELLO AMERICA is $5.00 per month. This minimum usage can consist of interstate usage, intrastate usage, or any combination of interstate and intrastate usage.

* USA CARD

DESCRIPTION

a. Nature of Service. * USA Card is an interexchange telephone service that allows customers to originate calls from any telephone in the state of California and terminate calls to any location within the state of California. Usage charges are based on the distance, duration, and time of day of each call.

b. Dialing Procedure. The method of access consists of the following steps:

1. dialing 1-800-369-9999
2. entering the 14 digit authorization code unique to each * USA Card (i.e. the code will be different than the traditional 7 digit authorization code).
3. entering the called number or star key to access the enhanced services menu following the tone from the automated attendant.

AVAILABILITY

* USA Card is available to any Teleconnect customer on a statewide basis.

RATES AND CHARGES - USAGE

a. Determination of Duration

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone attendant board, private branch exchange console, or enhanced services menu.

.02 chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

b. Calculation of Charge. To determine the appropriate long distance charge, each call is rated using the following method.

.01 The initial minute, or fraction thereof, is subject to the initial minute rate.

.02 The subsequent seconds are rounded in whole minute increments with the remaining seconds rounded up to the next whole minute and are subject to the additional minute rate.

c. Time of Day. The following time periods are applicable to the point of origination.

.01 Day Rates. Day rates are applicable 8 a.m. to 5 p.m. Monday through Friday with the exception of the holidays.

.02 Evening Rates. Evening rates are applicable 5 p.m. to 11 p.m. Sunday through Friday.

.03 Night/Weekend Rates. Night/Weekend rates are applicable 11 p.m. to 8 a.m. Sunday through Friday, all day Saturday and Sunday between 8 a.m. and 5 p.m.

VIRTUAL PRIVATE LINE

Virtual Private Line is a "ring down" service, meaning the customer can only reach a predesignated location or locations. Once the customer lifts the receiver at the originating location the predesignated terminating location will ring.

DIALED NUMBER IDENTIFICATION SERVICE (DNIS)

a. Description. DNIS permits a customer with multiple 800 numbers in the same routing arrangement to identify the specific 800 number which was dialed by the calling party.

Identification is accomplished by outpulsing a set of digits unique to the dialed 800 number. Between one (1) and five (5) digits are outpulsed to the customer premises. The outpulsed number can be (but is not required to be) the last four (4) digits of the 800 number.

b. Availability. DNIS is available to Teleconnect customers who subscribe to a DAL or a T-1 service and when the following conditions are met:

.01 The customer is responsible for providing equipment capable of receiving the outpulsed digits so the 800 number can be identified.
.02 All access lines within the same routing arrangement must be equipped for DNIS.

DIRECTORY ASSISTANCE

a. Description. Directory Assistance (DA) calls provide Teleconnect customers with access to Local Exchange Carrier Directory Assistance operators to provide telephone number lookup. When furnished with a name and locality, the Directory Assistance operator will provide, or attempt to provide, the telephone number or numbers listed in the exchange carrier records associated with the name given.

A maximum of one request for telephone numbers will be accepted per call to the DA operator. A telephone number which is not listed in the DA records will not be available to the customer.

The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number.

The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any other purpose other than provision of DA service.

b. Availability. DA is available to all Teleconnect customers.

TAXES AND FEES CHARGEABLE TO CUSTOMERS

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging) and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; b. terminal equipment sales; c. inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the AT&T (d.b.a. SBC California) tariffs.

a. Adjustments for State, County or Municipality Payments. Now, or at any future time, if the State of California, any county or any municipality possesses or acquires the legal right to impose sales tax, gross receipts tax, excise tax, occupation tax, license tax, franchise tax, permit fee, public service commission fee or other similar tax or fee upon Teleconnect, and has imposed, or imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such state, county or municipality. Such billing shall allocate the tax, fee or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made subject to such tax, fee or charge.

b. California Teleconnect Fund (CTF): Pursuant to Commission Resolution No. T-16742, orders telecommunications carriers to provide a 50% discount to all qualifying entities; school library, Municipal or County Government Owned and Operated Hospital and Health Clinic, Community Based Organization for the following services: all measured business service lines, switched 56 lines, ISDN, DSL, T-1, DS-3 and OC levels

up to and including OC 192 services or their functional equivalents upon receiving an accepted application from the qualifying entity.

Applicable to services rendered on and after June 20, 2003.

Payphone Use Charge:* An undiscountable $0.55 per call charge is applicable to calls that originate from any payphone within the state used to access MCI services as follows. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with MCI service, applies for the use of the instrument used to access MCI service and is unrelated to the MCI service accessed from the payphone. Customers of Metered Use Services will be charged the payphone use charge for each call which is placed from payphones within the state. The payphone use charge does not apply to calls placed from payphones phones at which the customer pays for service by inserting coins during the progress of the call; calls using Telecommunications Relay Service; calls originated by customers with qualified hearing or speech impairments who are certified.

* Where billing capabilities exist

HELLO CALIFORNIA

DESCRIPTION

a. Nature of Service. HELLO CALIFORNIA is an interexchange telephone service, by which customers can originate calls from any specified equal access exchange and terminate calls in any intrastate location.

The customer does, however, have the ability to place calls from any telephone in the state using the *USA Card. Applicable usage charges are determined by the duration of the call and time of day the call is placed.

b. Dialing Procedure. Any customer who subscribes to HELLO CALIFORNIA in an equal access area, may access the service by dialing 1 + NPA + NXX-XXXX.

AVAILABILITY

HELLO CALIFORNIA is only offered as an add-on to Teleconnect's interstate HELLO "States" service.

APPLICATION

a. Rate Structure. HELLO CALIFORNIA service has a rate structure which is based on the whole minute rates as listed in this catalog schedule.

b. Determination of Duration

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.

.02 Chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

c. Calculation of Charge

.01 The initial whole minute or fraction there of is subject to the initial minute rate found in this catalog schedule.

.02 The subsequent seconds are rounded in whole minute increments with the remaining seconds rounded up to the next whole minute and are subject to the additional minute rate found in this catalog schedule. The total number of additional minutes is multiplied by the additional minute rate and the product is the charge for subsequent whole minutes of use.

.03 The charge calculated for the initial minute, plus the charge calculated for subsequent whole minute(s) determines the charge for the call. The total amount of the call is rounded up to the nearest whole cent.

.04 HELLO CALIFORNIA customers will be charged the greater of $5.00 per month or the cumulative message charges for the month. Non-jurisdictional calling charges contribute to the $5.00 monthly minimum.

d. Determination of Time of Day

.01 Day Rates. These rates are applicable from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m. Monday through Friday with the exception of holidays listed in this catalog schedule.

.02 Evening Rates. These rates are applicable from 12:00 noon to 1:00 p.m. Monday through Friday and 5:00 p.m. to 11:00 p.m. Sunday through Friday.

.03 Night/Weekend Rates. These rates are applicable 11:00 p.m. to 8:00 a.m. Sunday through Friday, all day Saturday and between 8:00 a.m. and 5:00 p.m. on Sunday.

SPECIAL EQUIPMENT AND/OR ARRANGEMENTS

For special equipment and arrangements furnished in connection with service, charges equivalent to the estimated cost of furnishing such equipment or arrangements apply. Estimated cost consists of an estimate of the cost of maintenance; cost of operation; depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimate net salvage; administration, taxes and uncollectible revenue on the basis of reasonable average charges for these items; any other specific items of expense associated with the particular situation; and a reasonable amount, computed on the estimated cost installed of any facilities provided for return and contingencies.

CANCELLATIONS AND DEFERMENTS

When a customer cancels or defers an order for service before the service is activated, a charge applies to allow Teleconnect to recover its unrecovered costs including but not limited to engineering, labor, material, and equipment. Charges apply as follows:

a. Cancellation. In a cancellation situation the charge is equal to Teleconnect's unrecovered costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with cancellation. These costs include, but are not limited to, engineering, labor, and nonrecovered material and equipment expense. The amount of cancellation charges shall not exceed the total of all minimum monthly and termination charges which would have applied had the service as ordered been established.

b. Deferment of Start of Service. In a deferment of service situation the following charges apply:

.01 If the request for deferment is received by Teleconnect prior to the date an order for the equipment or service is placed with its supplier--no charge shall apply.

.02 For deferments received by Teleconnect subsequent to the date the order for equipment or service is placed with its supplier, a monthly rate based upon costs incurred prior to the request for deferment applies. The monthly rate equals the deferred investment times the monthly prime interest rate announced by The Merchants National Bank of Cedar Rapids, IA, U.S.A, plus recurring costs resulting directly from the deferral such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering and labor or transportation, shall be billed in total.

Billing shall start at the beginning of the month of deferment and extend to the start of service. Charges shall not exceed the monthly rate which would have applied had the service been established. Teleconnect will charge the customer who defers service any and all rates and charges incurred by Teleconnect for any leased facilities for which Teleconnect is held

responsible. Teleconnect will make a good faith effort to minimize those charges whenever possible.

SUMMARY LIST OF CONTRACTS AND DEVIATIONS

None in effect.

RULES

RULE NO. 1 – DEFINITIONS

Authorization Code: The term "authorization code" means a numeric code which identifies an individual or company to be billed for calls charged by authorized users.

Automatic Number Identification: The term "automatic number identification" means a service offered by the local operating company which automatically identifies the telephone number for the line or trunk from which a call is originating.

Breaks: The term "breaks" means the number of divisional or departmental subtotals required under the corporate billing option.

Building: The term "building" means a structure occupied by a customer. Multi-occupant structures will be considered different buildings as to a customer when spaces of that customer are separated by space occupied by others.

Calls: The term "calls" means telephone messages completed by customers or users.

Casual Caller: Denotes any person who uses Company service from an equal access end office who does not have a current account with the Company for services subject to this catalog schedule, to include: (i) any person who has not established an account with the Company who places calls over the Company's network from an equal access area; (ii) any presubscribed customer located in an equal access area who has either voluntarily terminated his Company account or has had his Company account terminated in accordance with the terms and conditions set forth in this catalog schedule; and (iii) new or allocated customers whose accounts are not yet established in the Company's billing system.

Central Office: The term "central office" means a unit in a local utilities telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building.

Commercial Service A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a business or commercial rate in the applicable local exchange service tariff for switched service.

Commission: The term "Commission" means the California Public Service Commission.

Customer
The person, firm, corporation or other entity which orders service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges and for compliance with Teleconnect Company, Inc. tariff regulations. The term "customer" also includes a casual caller (as defined previously in this catalog schedule), person, firm, corporation or other entity that (1) has not presubscribed to Teleconnect Company, Inc. service, but accesses Teleconnect Company, Inc. Dial "1" by

dialing the access number 1010826, or any other Teleconnect Company, Inc. carrier identification code, or (2) remains presubscribed to Teleconnect Company, Inc. service after its account is removed from Teleconnect Company, Inc. billing system, subsequently continues to use Teleconnect Company, Inc. network, and is billed by a local exchange service company in compliance with Teleconnect Company, Inc. tariff regulations. For billing purposes, a customer is considered to be an account. In the Metered Use Services, if a person, firm, corporation or other entity orders the service in more than one Teleconnect Company, Inc. originating city, or requests the assignment of more than one account number in a particular city, each such account is a separate customer for billing purposes.

Customer Premises Equipment: The term "customer premises equipment" means all terminal equipment normally used on the customer's premises owned by the customer, or by the telephone utility or some other supplier and leased to the customer.

Deactivate or Deactivation: The terms "deactivate" and "deactivation" mean the removal of an authorization code from effectiveness.

Dedicated Access Line: The term "dedicated access line" means the line between the customer premise and Teleconnect that does not pass through the switched network of a local exchange utility.

Delinquent or Delinquency: The terms "delinquent" and "delinquency" mean an account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. The term can also relate to a contested bill once the Commission finds the customer's complaint without merit.

Demarcation Point: The term "demarcation point" means the point of connection provided and maintained by the local utility to which existing or new inside station wiring becomes dedicated to an individual customer's use.

Depositor: The term "depositor" means the customer from whom a deposit is required.

Disconnect: The term "disconnect" means the disabling of circuitry preventing outgoing and/or incoming communications from the Teleconnect switch.

Dual Tone Multi-Frequency: The term "Dual Tone Multi-Frequency" means a protocol which uses two distinct frequency tones out of eight possible frequency tones to distinguish a number entered by a customer using a "Touch Tone" type instrument.

Due Date: The term "due date" means the last day for payment without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated "due by," "pay by" or "if paid by" on the customer's bill.

Exchange: The term "exchange" means a unit established by the local exchange utility for the administration of local communication services.

Exchange Service: The term "exchange service" means a local communication service furnished by means of local exchange plant and facilities.

Exchange Service Area or Exchange Area: The terms "exchange service area" or "exchange area" refer to the general area in which the local telephone utility holds itself out to furnish exchange telephone service.

Extended Area Service: The term "extended area service" means telephone service, furnished at local rates, between customers located within an exchange area and all of the customers of an additional exchange area.

Feature Group D: The term "Feature Group D" means the type of access which provides for "1+" customer dialing through the IXC of the customer's choice. FGD is also known as equal access.

Individual Case Basis: The term "individual case basis" means the application of a rate, charge, or condition of the tariff as determined by individual circumstances.

Initial Service Period: The term "initial service period" means the minimum period for which service will be installed and terminated without the application of an initial bill charge. Except as noted, the initial service period is one month from the initiation of service.

Inside Station Wiring: The term "inside station wiring" means wiring located on the premises beyond the demarcation point.

Installation Charge: The term "installation charge" means a nonrecurring charge associated with the installation of certain services or facilities either in lieu of or in addition to recurring monthly rates or service charges or rates.

Interexchange Service: The term "interexchange service" is the provision of intrastate telecommunications services and facilities between local exchanges and does not include EAS.

Interexchange Utility: The term "interexchange utility" means a utility, a resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges. A local exchange utility that provides interexchange service may also be considered an interexchange utility.

Local Exchange Utility: The term "local exchange utility" means a telephone utility that provides local service under a tariff filed with an appropriate state public utility commission. The utility may also provide other services and facilities such as access services.

Local Service: The term "local service" means telephone service furnished between customers or users located within an exchange area.

Local Service Area: The term "local service area" means the area within which are located the lines to which calls may be made under a specified schedule of exchange rates without payment of toll charges.

Local Utility: See "local exchange utility."

Message: The term "message" means "a" telephone call by a customer or user.

Premises: The term "premises" denotes the space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right-of-way, or a natural barrier.

Prorate: The term "prorate" means the basis sometimes used for determining the charge for service furnished for a period less than that used in specifying rates. The pro rata charge for a service for which the rate is specified on a monthly basis is 1/30 of the monthly rate times the number of days service was furnished.

Rates: The term "rates" shall mean recurring amounts billed to customers for regulated services and equipment.

Residential Service A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a residential, non-commercial, or non-business rate in the applicable local exchange service tariff for switched service.

Rotary Pulse: The term "rotary pulse" means the transmission of digital information from a customer's dial to the central office equipment. The numerical value of each digit in the dialed telephone number is determined by the number of on-hook intervals in a train of pulses. The on-hook intervals for each digit are separated by short off-hook intervals, and the digits themselves are separated by relatively long off-hook intervals.

Serving Exchange: The term "serving exchange" means a unit established for the administration of communication services in which Teleconnect holds itself out to provide service. The boundary of the serving exchange for Teleconnect is identical to that filed by the local utility.

Special Dialing Procedures: The term "special dialing procedures" means the dialing procedures which are an exception to the three step procedure. Special dialing procedures are available where a customer is in an

equal access area and has registered specific lines with Teleconnect for "1+" dialing. When Teleconnect has been designated as the customer's primary interLATA carrier, and the call is an interLATA call, the call may be dialed in the following sequence:

1 + area code + long distance telephone number.

Suspend: The term "suspend" means temporary disconnection or impairment of service which shall disable either outgoing or incoming communications or both.

Switching Service: The term "switching service" means switching performed for the service lines.

Teleconnect Exchange: The term "Teleconnect exchange" means the serving exchange of the Metropolitan Los Angeles free calling area. Continued service to EAS exchanges may be contingent upon any and all conditions imposed by the tariff or the financial incentives or disincentives imposed by secondary exchange carrier tariffs.

Telephone Utility or Utility: The terms "telephone utility" or "utility" mean any person, partnership, business association, or corporation, domestic or foreign, owning or operating any facilities for furnishing communications service to the public for compensation.

Three-Step Dialing Procedure: The term "three-step dialing procedure" means Teleconnect access number + authorization code + area code + long distance telephone number.

Timely Payment: The term "timely payment" is a payment on a customer's account made on or before the due date shown: (1) on a current bill for rates and charges, or (2) by an agreement between the customer and utility for a series of partial payments to settle a delinquent account.

Toll Message: The term "toll message" means a message made between different exchange areas for which a charge is made.

Toll Rate: The term "toll rate" means the Catalog Schedule charge prescribed for toll messages, usually based upon the duration of the message, the distance between the exchanges, the day and time of the message.

Tone: The term "tone" means a DTMF signal.

Traffic: The term "traffic" means telephone call volume, based on number and duration of calls.

WATS Access Line: The term "WATS Access Line" means the special access line between the customer premise and the WATS serving office.

EXPLANATION OF ABBREVIATIONS

ANI	Automatic Number Identification
BPS	Bits per Second
BPI	Bits per Inch
Cal PUC	California Public Utility Commission
CO	Central Office
CPE	Customer Premises Equipment
DAL	Dedicated Access Line
DDD	Direct Distance Dialing
DTMF	Dual Tone Multi-Frequency
EAS	Extended Area Service
FCC	Federal Communications Commission
FGD	Feature Group D
ICB	Individual Case Basis
LATA	Local Access and Transport Area
LMS	Local Measured Service
OCC	Other Common Carriers

OS	Operating Systems
P.U.C.	Public Utility Commission
WAL	Wats Access Line

RULE NO. 2 - DESCRIPTION OF SERVICE

MAJOR SERVICES

DAYSAVER, DAYSAVER PLUS, AND MAX-SAVE

a. Nature of Service. DAYSAVER, DAYSAVER PLUS and MAX-SAVE Services are interexchange telephone services, which allow customers to originate calls from any specified Teleconnect exchange, as listed in the Tariff, and terminate calls in any intrastate location within the State of California. Usage charges are generally based on the distance, duration and time of day for each call.

b. Dialing Procedure. The DaySaver Plans and MAX-SAVE may be accessed only through the special dialing procedures.

Smart Minutes

a. Nature of Service. Smart Minutes (an add-on to interstate service) is an outbound Residential Service that allows customers to originate intrastate calls via Local Exchange Carrier Feature Group D access lines. A customer may pre-subscribe up to two lines for Smart Minutes or may access the Service by dialing 1010826.*

* If a customer dials 1010826, Smart Minutes rates apply only when a call is placed from a pre-subscribed Smart Minutes phone.

b. Availability Service is available on a limited geographic basis and for customers of certain local exchange carriers.

800 SERVICE

a. Nature of Service. 800 Service is an interexchange telephone service which allows a customer to receive calls from any station within the state of California at no toll charge to the calling party. The customer is responsible for all calls placed to the customer's 800 number.

b. Dialing Procedure. The dialing procedure for 800 Service is

1-800-NXX-XXXX, where the NXX-XXXX is the 800 number assigned to the customer.

c. Specific Plans Included in the 800 Service Family.
800 Services are comprised of the following play types:

.01 Profit Line*

.02 Profit Line Plus*

.03 **[Reserved For Future Use.]**

.04 800 SUPERWATS PLUS*

* Profit Line, Profit Line Plus and 800 SUPERWATS PLUS are registered Service Marks of Teleconnect Company.

d. Determination of Duration

.01 The duration of a call begins when the connection is established between the calling station and the desired telephone attendant board or PBX console.

.02 The duration of a call ends when the connection is terminated.

.03 The duration of a call does not include time lost because of faults or defects in service.

e. Determination of Time of Day

.01 Day. Daytime rates shall apply from 8:00 a.m. until 5:00 p.m., Monday through Friday.

.02 Evening. Evening rates shall apply from 5:00 p.m. until 11:00 p.m., Monday through Friday.

.03 Night/Weekend. Night/Weekend rates shall apply from 11:00p.m. until 8:00a.m., Monday through Friday. Saturday and Sunday applies to all day.

f. Availability. Teleconnect only offers its individual intrastate 800 services only as add-ons to Teleconnect's interstate 800 services.

OPERATOR SERVICES

a. APPLICABILITY
Operator Services applies to all interexchange telephone services messages made between two or more points within the State of California.

b. DESCRIPTION
Operator Services provides telecommunications on an intrastate basis to the customer. Operator Services charges cover the service furnished between the calling and called stations of service points, this includes all methods of originating and terminating operator services calls.

c. PROVISION OF SERVICE
Operator Services is available to and from customers of other carriers and telephone utilities with an arrangement for interchange of telephone traffic. This service is furnished through interconnecting equipment and local connecting facilities.

d. TYPE OF SERVICE

.01 Customer Dialed Calling Card Station Service - The customer dialed calling card station rate applies when the person originating the call:

(a) Dials zero (0) plus the desired number and the commercial credit card or Local Exchange Utility calling card number (where equipment is available) to complete the call without operator assistance, or
(b) Dials zero (0) plus the telephone number to complete the call. In such, cases operator assistance is limited to recording the commercial credit card or Local Exchange Utility calling card number for billing purposes, or
(c) Inserts a commercial credit card or Local Exchange Utility calling card into a telephone equipped card reader (where equipment is available), dials zero (0) plus the called telephone number to complete the call without operator assistance.

.02 Operator-Handled Station Service - An operator-handled station rate applies when calls are completed with the assistance of an operator (except in f. below).

.03 Operator-Handled Person Service - An operator-handled person rate applies when:

(a) A calling person names the particular party to be reached by an operator, including such a call paid for by coin deposit. The party may be.

- A person.
- A mobile station.
- A station, department or office reached through a PBX attendant.

(b) The calling party cannot speak to the intended person or station, but agrees to speak to someone else.

(c) The calling party requests an operator to make arrangements with a person to receive a call at a specified time.

e. TIMING OF CALLS

On customer dialed calling card station and operator-handled station, the timing of a call begins when the calling and called stations are connected.

On Person calls, the timing of a call begins when the calling party is connected to a specified person, number, or an agreed-upon alternate.

The timing for all calls ends when the calling party hangs up the telephone. If the called party hangs up, but the calling party does not, the timing of the calls ends when the automatic timing equipment or the Company operator releases the network connection.

The timing of a call does not include time lost because of service faults or defects that are reported to the Company.

f. COLLECTION OF CHARGES

Charges for all Teleconnect Operator Services messages are billed to the calling telephone number, except where the message are billed to:

.01 The called party as a collect call, and the charge is accepted by the called party. This does not apply if the called number is a coin telephone. In this case, the charge may be accepted, but must be billed to a commercial credit card or Local Exchange Utility calling card number or third number which the called party is authorized to use, otherwise the called party must originate a new call.

.02 A third telephone number, except a coin telephone number, which the calling party is authorized to use, anywhere in the United States or Canada.

.03 A commercial credit card or Local Exchange Utility calling card account when the party requesting such billing is authorized to use such a card. In order to control fraud, the Company may refuse to accept calling cards which it determines to be invalid.

.04 Call Authorization

(a) To ensure billing is authorized, verification is made by the Company on all collect calls and periodically on third number calls.

(b) A call is authorized if the customer accepts the call, either by a live response or an answering device recording which states that calls are accepted, or if the billing is accepted by the customer.

(c) Calls that have been placed but are found to be unauthorized, will be rebilled to the number where the call originated.

g. PAYMENT OF CHARGES
The customer is responsible for payment of all charges for operator services furnished. This responsibility includes charges for all:

a. Messages originated at the customer's number.

b. Collect messages accepted at the customer's number.

c. Authorized messages billed to the customer's number.

d. Authorized messages billed to the customer's Local Exchange Utility calling card or commercial credit card.

OPTIONAL SERVICES - DESCRIPTION

ACCOUNT CODES

a. Description.

01. General. An Account Code Package is a service providing the customer with control, within prescribed limits, over the format of the bill. Account Codes can vary in length between two and four digits and are used by the customer to identify charge-back accounts and/or individuals.

02. Variable Length Account Codes. The customer may choose between three Account Code package sizes.

If this service is ordered, the customer must enter a valid Account Code at the end of the normal dialing sequence to complete a call.

When codes are ordered without the screened function, any digit meeting the package's parameters can be entered and will be registered as valid. Teleconnect is not responsible for invalid assignment of usage to a valid code.

03. "SECURE-CALL" Codes.

(a) General. In addition to subscribing to a variable-length Account Code package, the customer may request that the codes be "screened." The process of screening account codes is called SECURE-CALL Service. SECURE-CALL Service packages have certain specific codes within the parameters of the package invalidated. If one of these invalidated Account Codes is used in an attempt to place a call, the call will not be completed. Again, Teleconnect is not responsible for invalid assignment of usage to a valid code. Charges for screened accounts codes are in addition to charges for the initial account code package.

(b) Packaging. Predetermined packages of randomly selected 2, 3 and 4 digit account codes are available. Valid Codes can range from 25 to 1,000 codes for screened accounts.

04. Customized Screened Account Codes. Instead of using a predetermined package, customers are allowed to have specific account codes validated or invalidated according to their unique needs or wants. In this case the special packages of account codes are called Customized Screened
Account Codes.

The customer must first subscribe to Account Codes and pay the premiums for SECURE-CALL Codes in order to receive Customized Screened Account Codes.

SPEED CODES

a. Description. Speed Codes are 3-digit codes representing frequently called long distance numbers. They are provided in packets of 16 Speed Codes, or, in limited instances, in packets of 50 Speed Codes.

b. Fifty packet Speed Codes are available only to customers accessing the Teleconnect system with a DAL. Customers are limited to one Speed Code packet per authorization code.

AUTHORIZATION CODES

a. Description. Service under all plans includes one Authorization Code at no additional charge. Additional authorization codes may be supplied on request at an additional charge.

b. Availability. Any Teleconnect customer can purchase additional authorization codes.

CORPORATE BILLING

a. Availability. Corporate Billing is available to all customers having Authorization Codes and/or Account Codes.

MULTIPLE BILLING

a. Description. At a customer's request, multiple copies of that customer's bills will be furnished.

b. Availability. Multiple billing is available to any Teleconnect customer.

MAG TAPE/DISKETTE BILLING

a. Description

.01 Teleconnect will provide billing information and call detail on magnetic tape or diskette.

.02 Magnetic tape or diskette billings will be provided in the following formats:

(a)	Tape	-	1600 or 6420 bpi
		-	9 track
		-	standard OS labels or unlabeled
		-	IBM EBCDIC
(b)	Diskette	-	IBM 8-inch double sided double density
		-	floppy diskette
		-	Basic Exchange Format

b. Availability. Mag tape/diskette billing is available to all Teleconnect customers.

Teleconnect does not differentiate between a business or residential customer in any manner.

Information Required. When applying for interexchange service each prospective customer will be required to furnish Teleconnect the following information:

.01 Name of the party who will be responsible for payment for the interexchange service provided.

.02 Address or exact location of the premises where interexchange service is to be provided and billed.

.03 Any information required to make a proper determination of appropriate credit worthiness. Copies of different application forms are shown on page 92-T and page 93-T.

Selection of Service Type. Teleconnect offers several different types of service. Each is set forth separately in this catalog schedule. The customer is responsible for the selection of the service and the options.

Change of Service. The customer may change the service received and transfer to another service otherwise available to them. In such a case the customer will receive a credit against any one-time set-up fees for the new service in the amount of any one-time set-up fees paid upon the origination of the service being discontinued. If the one-time set-up fees for the new service are less than the one-time set-up fees for the service being discontinued, the customer shall pay no one-time set-up fee for the new service but shall not otherwise be entitled to any credits or remission from charges.

Additional Lines Required. When Teleconnect's interexchange service to the public is impaired by a customer's use of telephone service, Teleconnect shall have the right to require the customer to contract for and properly attend as many additional telephone lines as needed to adequately serve the customer's requirements, or to discontinue the service of the customer in question.

TRANSFERS OF SERVICE/RESPONSIBILITY FOR CHARGES ASSOCIATED WITH REQUESTED AUTHORIZATION CODES

Transfers. Transfers of service are not allowed. Service can be expanded to include use by the new spouse of an existing customer.

Requested Authorization Codes. When a customer requests that service be established by means of a specific, previously used authorization code or codes, all ongoing rates and charges associated with such code or codes will be made known to the prospective customer. Assignment of the code or codes to the prospective customer will be contingent upon the customer's acceptance of responsibility for all such ongoing rates and charges.

RULE NO. 4 – CONTRACTS

At present, Teleconnect serves no end-user customers via contractual agreements.

Teleconnect does hold itself out as acting as a carrier's carrier with other parties engaged interexchange service. Under these circumstances, Teleconnect does not hold itself as the responsible carrier to the end user customer. Instead, our obligations are to the carrier with whom Teleconnect has contracted. Under no circumstances should end-user parties served in such an arrangement be viewed as Teleconnect customers.

If and when other utilities provide Teleconnect with facilities and impose individual case basis installation charges or contracts requiring basic termination liabilities, Teleconnect will pass these obligations on to those customers who make use of such facilities. Teleconnect will use the same type of instruments of obligation with the customers as the utility providing the facilities imposes on Teleconnect.

Service may be terminated prior to the expiration of the initial service period may be terminated at the end of a billing period, without charge except for payment of all rates and charges due for service which has been already furnished.

RULE NO. 5 – SPECIAL INFORMATION REQUIRED ON FORMS

Teleconnect requires its prospective customers to provide all information shown on any form Teleconnect submits to a prospective customer. Also, the applicant will need to provide any additional information necessary to perform a credit check. Finally, Teleconnect may demand written clarification or written support of contested facts concerning any aspect of the customer's application.

RULE NO. 6 – ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

Teleconnect reserves the right to examine the credit record of all applicants and customers.

Teleconnect may examine the credit profile/record of any applicant prior to accepting the subscription order. Negotiation of customer's advance payment shall not in itself obligate the carrier to providing services, if a later check of applicant's credit record is, in the opinion of Teleconnect contrary to the best interest of Teleconnect. In the event Teleconnect denies an applicant, then the applicant shall be notified in writing and refunded any monies paid within five days, or upon notification by the carrier's bank that applicant's check (if previously deposited) has been paid by applicant's bank.

RULE NO. 7 – DEPOSITS

APPLICATION OF DEPOSITS

a. A carrier may require a deposit to establish or re-establish service if and only if an applicant for service is unable to demonstrate acceptable credit to the satisfaction of the carrier. Failure to provide a social security number shall not be cause for requiring a deposit. A carrier may not require for its own benefit a deposit for services provided by another carrier, or refuse to accept a deposit in lieu of demonstrating satisfactory credit.

b. Amount. The amount of the deposit shall not be more than the total of two months tariffed services. The amount of tariffed services may be estimated from past toll usage, customer estimated anticipated usage or Teleconnect network average toll usage considering type and nature of service. The amount of deposit may exceed this total when service is provided for short periods of time or special occasions.

c. Existing Customer. An existing customer may be required to make a deposit or to increase a deposit presently held when a deposit is inadequate to cover two months interexchange service, interex- change usage is abnormal or the customer's credit is impaired. Service may be disconnected unless the new or additional deposit is made within 12 days after written notification.

d. Abnormal Usage After Six Months. For customers with at least six consecutive months of service, abnormal usage of interexchange service is defined as at least a twenty-five percent increase in monthly interexchange charges amounting to at least twenty dollars. The customer's average monthly interexchange bills for not less than the prior three months shall be used in determining the increase.

e. Abnormal Usage Before Six Months. For customers with less than six consecutive months of service, abnormal usage of interexchange service is defined as when one month's interexchange service exceeds the deposit attributable to interexchange service by at least twenty-five percent, amounting to at least twenty-five dollars.

f. Handling of Deposits. Deposits shall be sent to: Teleconnect Company, 500 Second Avenue S.E., Cedar Rapids, Iowa 52401. Teleconnect will maintain records which show the name and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Unclaimed deposits together with accrued interest shall be credited to an appropriate account and shall be disposed of in accordance with the law.

g. Receipts. A receipt of deposit will be furnished to each customer from whom a deposit is received. Upon customer request, duplicate receipts will be provided to customers who have lost their receipt if the deposit is substantiated by Teleconnect's records.

h. Customer Obligations. The fact that a deposit has been made in no way relieves the customer from complying with Teleconnect's regulations as to the prompt payment of bills.

i. Interest. Deposits shall earn on the monthly, unused balance not less than simple annual interest based on the three-month financial commercial paper rate published by the Federal Reserve Board, on November 30th, of the prior year.

j. Refund or Credit. The deposit shall be refunded or credited to the customer after not more than twelve consecutive months of prompt payment. Within thirty days of issuance of the final bill, the amount of the deposit plus any accrued interest is credited to the customer's account and any credit balance is refunded.

k. Re-establishment of Deposit. If the customer is delinquent one or more months during any twelve month period, Teleconnect may implement or re-implement a deposit as set forth in this catalog schedule.

ADVANCE PAYMENTS

a. Applicants. Applicants for interexchange service who are required to make a deposit may be required to pay in advance of installation any service connection or installation changes.

b. Existing Customers. Existing customers who apply for additional interexchange service or changes in their existing service may be required to make advance payments, as described above, when the customer does not meet Teleconnect's credit standards or a sufficient credit history is unavailable.

RULE NO. 8 – NOTICE OF DISCONNECTION OF SERVICE

DISCONNECTION

Teleconnect disconnects in the manner described in RULE 11.

RULE NO. 9 – RENDERING AND PAYMENT OF BILLS

BILLS

a. Regular Bills. Regular customer bills are issued monthly. Each bill contains the dates included in the billing period, dates for service charges associated with work performed and the last date for timely payment. Bills include the amount the customer is charged, stated by category, sales tax and excise tax, with separate entries for total amounts current or in arrears.

b. Customer Requested Adjustments. Reasonable customer requested adjustments to monthly bills may be made if the customer brings the desired adjustment to Teleconnect's attention within 60 days of issuance of the bill. Teleconnect reserves the right to extend the period for adjustments beyond the 60 day period if, in Teleconnect's judgment, the situation so warrants.

TERMS AND CONDITIONS

Service is provided and billed on the basis of a minimum period of at least one month beginning on the date that billing becomes effective, and continues to be provided until the customer requests cancellation or until Teleconnect disconnects service pursuant to the provisions of this catalog schedule.

PAYMENT FOR SERVICE

The rates specified in this catalog schedule are generally rates based on usage, billed monthly, and generally payable in arrears except as otherwise provided.

All customers shall be permitted to have a last date for timely payment changeable for cause in writing. Such a change will become effective when acknowledged by Teleconnect. Until acknowledged, no change in date of timely payment is recognized by Teleconnect.

Customer payments are considered prompt when received at Teleconnect or its agent by the due date on the bill. The due date is 20 days after the bill is rendered and may be designated "due by," "pay by," or "if paid by" on the customer bill. Any customer not paying within 20 days is considered delinquent.

Teleconnect does not assess a late payment charge expt for forfeiture of High Volume Discounts (including multi-location discounts) as applicable to any service. In such cases, the late payment charge is forfeiture of the High Volume Discount applicable to all calls. This late charge will be assessed beginning with the first delinquent payment in any twelve month period. Teleconnect may request payment upon issuance of a final bill when service is terminated at the customer's request. For all other bills, payment will not be requested until the due date.

The customer is held responsible for all charges for services furnished at the customer's request and for all toll service furnished. Failure to receive a bill does not exempt the customer from prompt payment of the account. It is the customer's responsibility to contact Teleconnect when no bill is received.

Except as provided elsewhere in this catalog schedule, the rate for a fractional part of a billing period is a pro rata share of the rates for a full billing period as specified in this catalog schedule. If the prorating indicates a refund is due, the refund is applied as a bill credit.

PAYMENT

Bills may be paid by mail or in person at the sales office of Teleconnect. All charges for service are payable only in United States Currency. Payment may be made by cash or check. A penalty charge of $10.00 will apply on all returned checks.

LATE PAYMENT

a. Legal Fees, Costs. The customer is liable for any legal fees incurred by Teleconnect in the process of collecting a past-due amount. The amount of these fees can be determined by officers of the court if the proceedings are fully litigated. If the customer acquiesces to Teleconnect's demand for payment before a judgment is rendered, Teleconnect will bill the delinquent customer for costs incurred to that point. The customer is entitled to a statement of legal fees that are being assessed.

b. Customer Deposits. Teleconnect will apply a customer's deposit on file toward that customer's delinquent payment amount.

c. High Volume Discount. DaySaver Plus customers who submit delinquent payments shall forfeit the High Volume Discount as specified in this catalog schedule.

INITIAL SERVICE PERIODS AND TERMINATION OF SERVICE

Subscribers may cancel without termination fees or penalties any new tariffed service or any new contract for service within 30 days after the new service is initiated. This Rule does not relieve the subscriber from payment for per use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on the customer’s premises (such as wiring or equipment installation) before the subscriber canceled.

OTHER COMPANIES' CHARGES

Teleconnect is not in all cases responsible for local telephone charges incurred by the customer in gaining access to the carrier's network. Only when Teleconnect is the designated agent of the customer for ordering DALs, WALs, etc. does such an obligation exist.

PAYMENT FOR USAGE

Usage is billed in arrears.

RULE NO. 10 – DISPUTED BILLS

All disputed charges for any telecommunications service are subject to a rebuttable presumption that the charges are unauthorized unless there is (i) a record of affirmative subscriber authorization; (ii) a demonstrated pattern of knowledgeable past use; or (iii) other persuasive evidence of authorization.

CUSTOMER COMPLAINTS

A customer or prospective customer may initiate a complaint with Teleconnect on any relevant matter by telephone, in person, or in writing directed to Teleconnect at any of its offices. Teleconnect's response to the complaint will generally be in the same form used by the customer. However, Teleconnect may respond to written complaints by telephone or personal visits when it believes such communications will be effective in resolution of the issues.

The customer may at any point during resolution of the complaint seek review by a supervisor or manager. If the customer is still not satisfied, the nature of the complaint with sufficient detail to afford an investigation should be documented and addressed to: Director of Customer Service, Teleconnect Company, 500 Second Avenue S.E., Cedar Rapids, Iowa 52401.

In the event of a billing dispute between the customer and Teleconnect for services furnished to the customer which cannot be settled to their mutual satisfaction, the customer may appeal to the Commission for its investigation and decision. The addresses of the California Public Utilities Commission are (1) 505 Van Ness Avenue, San Francisco, California 94102, and (2) State Office, 107 South Broadway, Los Angeles, California 90012.

RULE NO. 11 – DISCONTINUANCE AND RESTORATION OF SERVICE

DISCONNECTION OF SERVICE

Teleconnect will follow the appropriate state requirements.

a. Without Prior Notice. Interexchange service may be refused or disconnected without prior notice by Teleconnect for the following reasons:

.01 In the event of a condition on the customer's premises determined by Teleconnect to be hazardous.

.02 In the event of customer's user in such a manner as to adversely affect Teleconnect's facilities or Teleconnect's service to others.

.03 In the event of tampering with facilities leased or owned by Teleconnect.

.04 In the event of interexchange service being used by a customer in connection with a plan or contrivance to secure a large volume of interexchange calls to be directed to such customer or the telephone service of any designated customer at or about the same time, resulting in preventing, obstructing, or delaying the interexchange service of others.

.05 In the event of unauthorized use following the disconnection of service for any of these reasons, Teleconnect will notify the telephone customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where a customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

b. With Prior Notice. Service can be disconnected with prior notice for the following reasons:

.01 In the event the customer is indebted to Teleconnect for the same type of telephone service previously furnished.

.02 In the event the customer supplied false or inaccurate information of a material nature in order to

obtain telephone service.

.03 For failure of the customer or prospective customer to furnish service equipment, permits, certificates, rights of way necessary to obtain service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon him or her as conditions of obtaining service by a contract filed with and subject to the regulatory authority of the Commission.

.04 For failure of the customer to permit Teleconnect reasonable access to its facilities on the customer's premises.

.05 For nonpayment of a bill, where a reasonable attempt has been made at collection, except bills for: merchandise purchased from Teleconnect or a different class of service.

.06 For nonpayment of deposit as specified.

.07 In the event the service is or is likely to be used for unlawful purposes.

.08 Any other violation of the conditions governing the furnishing of service.

.09 For violation or noncompliance with Teleconnect's rule on file with the Commission, the requirements on any municipal ordinance, regulation or law pertaining to the service.

c. Notice. For disconnection with prior notice, written notice of a pending disconnect will be rendered five days prior to the disconnection. The notice will include all reasons for the disconnect and the final date by which payment is to be made or specific action taken. The notice will include a toll-free number where a customer can obtain additional information. A notice of disconnect based upon nonpayment will not be issued until the bill becomes delinquent. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

d. Unusual Circumstances. In unusual credit circumstances or abnormal usage of service which would result in undue revenue loss, disconnection may occur prior to the expiration of the seven-day notice.

e. Time Restrictions on Disconnection. Except as provided for disconnect without prior notice or in unusual credit circumstances or abnormal usage of service, no calls will be disconnected on the day preceding or the day on which Teleconnect is closed. Service will not be disconnected on a weekend, holiday, or after 2 p.m. unless service can be reconnected the same day.

SUSPENDED SERVICE

Teleconnect may suspend service when a customer is delinquent in payment. Teleconnect will issue the same five-day notice for suspension of service as is issued for termination of service. If Teleconnect and the customer cannot resolve payment of the delinquent bill, service may be terminated without any additional notice, and without service being reestablished.

DEACTIVATION OF SERVICE

If a customer's Teleconnect service is unused for a period of six consecutive months, the customer's authorization code may be deactivated. Deactivation of an authorization code under this section will be done only upon five days notice to the customer. Service will be restored by issuance of a new authorization code without charge upon subsequent written request of the customer.

PAYMENT TO HAVE SERVICE RESTORED

The maximum payment required for restoration of service that existed prior to disconnection shall be the total past-due amount, applicable charges, an Advance Payment and Deposit as specified elsewhere in this catalog schedule and where permitted by state tariff, a restoration of service charge.

RESTORAL OF SERVICE CHARGE

If a subscriber has had service disconnect involuntarily and has been properly noticed, Teleconnect may assess a reasonable restoral of service charge to reconnect service. The restoral of service charge will be

applicable in an amount up to $50.00.

RULE NO. 12 – OPTIONAL RATES AND INFORMATION TO BE PROVIDED TO THE PUBLIC

In the event of adoption by the carrier of new or optional schedules of rates, the carrier will advise its customers through bill stuffers that they are available.

A copy of this catalog schedule and advice letters will be available for public inspection in the carrier's sales office during regular business hours.

The carrier will post in a conspicuous place in its business office, a notice to the effect that a copy of this catalog schedule and advice letters as filed with the Cal. P.U.C. are available for public inspection.

TEMPORARY SERVICE

Temporary service or service to speculative projects will be provided if consistent with the best interest of Teleconnect. Rates and conditions for such service will be those published in this catalog schedule. Any customer paying the normal subscription fees shall be eligible to utilize the service.

From time to time Telecom*USA may provide certain special, temporary promotional offerings to its customers. These offerings may be limited to certain dates, times and locations.

RULE NO. 14 – CONTINUITY OF SERVICE

GENERAL

Teleconnect offers its services 24 hours a day, seven days a week, 365 days a year.

LIABILITY

a. Limitation. The liability of Teleconnect for damages to any party arising out of mistakes, omissions, interruption, delays, errors, or defects in transmission occurring in the course of furnishing service or facilities shall in no event exceed an amount equivalent to the metered rate charged by Teleconnect for the defective call or, for nonmetered services, the proportionate rate to the customer for the period of service during which mistake, omission, interruption, delay, error, or defect in transmission occurs.

b. Out of Service Conditions. Teleconnect shall make all reasonable efforts to prevent out of service conditions. An out of service condition exists when Teleconnect facilities, either leased or owned, are either not functioning or are malfunctioning such that the customer can complete no interexchange calls on the Teleconnect network or such that the quality of transmission of all calls on the Teleconnect network is degraded below the minimum acceptable standard.

c. Out of Service Adjustment. In the event of an out of service condition which is not due to the negligence or willful act of the customer and which is due to the failure of a Teleconnect-owned or leased facility, a pro rata adjustment will be made of any fixed monthly or annual rates for the service affected by said out of service conditions as follows:

.01 The out of service period will be considered to begin at the time the customer first notifies Teleconnect of the service outage. If, in the judgment of Teleconnect, circumstances prevent a customer from notifying Teleconnect of an out of service condition, the requirement for notification to Teleconnect may be waived, in which case the out of service period will begin with the time at which the out of service condition is first known to Teleconnect.

.02 When the out of service period extends beyond twenty-four (24) hours, the charges for the service affected will be voluntarily adjusted on a pro rata basis for the duration of the service outage.

.03 When an out of service condition continues for a period of less than twenty-four (24) hours, adjustments for such outages will be made if in the opinion of Teleconnect circumstances so warrant.

d. Customer Equipment. Teleconnect shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission or other injury, which is caused by customer provided equipment or non-Teleconnect services being used in conjunction with Teleconnect service. It shall be the customer's responsibility to ensure that the customer premises equipment is compatible with the service furnished by Teleconnect.

e. Voice Grace Service. Unless an application is specifically guaranteed by Teleconnect, Teleconnect shall not be liable for damages arising out of the use of the Teleconnect network for the transmission of other than voice grade service.

RULE NO. 15 – EMPLOYEE SERVICE

Employees of Teleconnect receive no special rates or discounts.

RULE NO. 16 – SERVICE CONNECTION AND FACILITIES

INTERCONNECTION WITH OTHER CARRIERS

Service furnished by Teleconnect may be connected with services or facilities of another participating carrier or may be provided over facilities solely provided by local utilities and/or interexchange carriers other than Teleconnect. Service furnished by Teleconnect is not part of a joint undertaking with such other carriers.

MAINTENANCE AND REPAIR

a. Customer Liability. The customer shall be responsible for damages to Teleconnect's leased or owned facilities caused by the negligence or willful act of the customer or those using Teleconnect service through the customer. The customer or those using Teleconnect service through the customer may not alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, or permit others to alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, any Teleconnect facilities except upon written consent of Teleconnect.

b. Leased or Owned Facilities. The customer's obligation to Teleconnect is the same whether the facilities involved are Teleconnect-owned facilities or are facilities leased by Teleconnect from another party. If Teleconnect incurs expenses due to the customer's actions which result in damage to or impairment of Teleconnect leased facilities, Teleconnect will pass through to the customer any and all expense which the owner of the facilities imposes on Teleconnect.

c. Limitation on Liability. Teleconnect should have no liability for any damage resulting from actions prohibited under this catalog schedule, including but not limited to:

.01 Lawsuits or other legal action

.02 Damage caused by abnormal voltage

.03 Fire

.04 Medical expense, lost wages, and other expenses for injured personnel

.05 Damage to C.P.E. or inside wiring

.06 Damage to the customer's premise

.07 Any and all other losses suffered by the customer

RULE NO. 17 – MEASUREMENT OF SERVICE

DETERMINATION OF DURATION

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.

.02 Chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

Teleconnect's typical connection is an FGD and therefore, does receive hard-wire voice detection for one plus calls placed over its network.

In those limited cases where hard-wire voice detection is not available, Teleconnect makes use of software voice detection and, therefore, has confidence in our ability to measure usage.

RULE NO. 18 – METER TESTS AND ADJUSTMENT OF BILLS FOR METER ERROR

Rule not applicable.

RULE NO. 19 – SUPPLY TO SEPARATE PREMISES AND RESALE

Rule not applicable.

RULE NO. 20 – LIMITATIONS

AVAILABILITY OF FACILITIES, REQUIREMENTS OF SUPPLIERS

Service is offered subject to the availability of facilities, both leased and owned; the requirements imposed by facility based carriers and their tariffs, and the provisions of this catalog schedule.

FORCE MAJEURE

Teleconnect reserves the right to discontinue furnishing service upon written notice when necessitated by events or circumstances beyond its control or when the customer is using the service in violation of the provisions of the Tariff or in violation of the law.

RULE NO. 21 – USE OF SERVICE FOR UNLAWFUL PURPOSES

The services tariffed are furnished subject to the condition that they will not be used for any unlawful purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If Teleconnect receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it will either

discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

RULE NO. 22 – AFFILIATIONS

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

RULE NO. 23 – INDEMNIFICATION

INDEMNIFICATION

The customer indemnifies and saves Teleconnect harmless against all claims arising out of any act or omission of the customer in connection with services provided by Teleconnect, including but not limited to:

.01 Claims arising from the content or use of material transmitted over its facilities, including claims for libel, slander, or infringement of copyright.

.02 Claims for infringement of patents arising from the use of Teleconnect services in connection with the facilities, apparatus, or systems of the customer.

RULE NO. 24 – UNAUTHORIZED USE

UNAUTHORIZED USE

Any individual who uses or receives Teleconnect service, other than under the provisions of an accepted application for service and a current customer relationship, shall be liable both for the tariffed cost of the service received and for Teleconnect's costs of investigation and collection.

RULE NO. 25 – RESERVED FOR FUTURE USE

RULE NO. 26 – RESERVED FOR FUTURE USE

RULE NO. 27 - BACKBILLING PROCEDURE

A bill shall not include any previously unbilled charge for service furnished prior to three (3) months immediately preceding the date of the bill.

The following are exceptions which would allow backbilling beyond the prior three months:

1) Collect Calls

2) Credit Card Calls

3) Third Party Calls

4) "Error File" Calls (calls which cannot be billed due to the unavailability of complete billing information to the LEC).

6) Backbilling for a period of one and one-half (1-1/2) years will be permitted in cases involving toll fraud.

RULE NO. 28 – CANCELLATION AND RESTORATION OF SERVICE

A. CANCELLATION

1. CANCELLATION OF SERVICE BY A CUSTOMER

.01 If a customer cancels his order for service before the service begins, before completion of the minimum period or before completion or some other period mutually agreed upon by the customer and MCI, a charge will be levied upon the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by MCI and not fully reimbursed by installation and monthly charges. If, based on an order by a customer, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by the customer.

.02 If an order for installation is delayed for more than 30 days beyond the due date, and such delay is not requested or caused by the customer, the customer may cancel the order without incurring cancellation charges.

2. CANCELLATION FOR CAUSE BY MCI

.01 MCI may discontinue the furnishing of any and/or all service(s) to a customer, without incurring any liability:

.011 Immediately and without notice if MCI deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, MCI may discontinue service pursuant to this sub-section A.2.011 if:

.0111 The customer refuses to furnish information to MCI regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or

.0112 The customer provided false information to MCI regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of MCI service(s); or

.0113 The customer states that it will not comply with a request of MCI for security for the payment for service(s) in accordance with Rule No. 7; or

.0114 The customer has been given written notice by MCI of any past due amount, which remains unpaid in whole or in part, for any of MCI's other common carrier communications services to which the customer either subscribes or had subscribed or used; or

.0115 The customer either (1) accesses MCI service by dialing 1010222, or any other MCI carrier identification code, or (2) having (T) presubscribed to MCI's Dial "1" Long Distance Service (Option A), has had its account(s) canceled and has been removed from MCI's billing system and is being billed for its subsequent use of MCI's network by the local exchange carrier, and either refuses to pay when billed for MCI service(s) or indicates to MCI or its billing entity that it will not pay for MCI services(s) used by it.

RULE NO. 29 – USE OF SERVICE FOR RESIDENTIAL AND SMALL BUSINESS CUSTOMERS

1. Effective February 1, 2009, the Company will no longer offer long distance service to new customers in areas in which local exchange service is provided by any subsidiary or affiliate of Verizon not subject to this tariff. Customers currently subscribed to Company service will no longer be able to move, add to, or change the service to which they are subscribed, except that customers may switch to a different Company service for which they are eligible if they wish. All residential and small business end users will continue to be able to access the Company network and will be subject to this tariff on a non-presubscribed basis, e.g. collect calling, "dial around" services, or where their local exchange carrier installs the Company as the long distance PIC without the customer directly signing up with the Company for any calling plan.

TITLE SHEET

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

EFFECTIVE 08/01/13

_____

CHANGE SHEET

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

Revisions to Catalog Schedule No. 1, Effective 08/01/13

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- **Casual Caller Rate increase.**

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        - 800 SUPERWATS PLUS
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        - 800 SUPERWATS PLUS (simultaneously)
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PRELIMINARY STATEMENT

This catalog schedule contains all effective rates and rules together with information relating to, and applicable to Teleconnect's Services.

Teleconnect Services also provides interstate telecommunications service within the United States.

Effective August 1, 2001, pursuant to the direction of the Federal Communications Commission (FCC), Teleconnect is canceling its federal tariffs for services with certain exceptions, including those pertaining to exchange access, casual calling, and basic long distance service during a 45-day period for customers who sign up for Teleconnect service with a Local Exchange Carrier (LEC). International services for Residential and Small Business customers will also remain tariffed through January 27, 2002. Beginning August 1, service descriptions, definitions, terms and conditions, and pricing for the Business Markets services no longer federally tariffed may be found in the "Service Publication and Price Guide" located at the website http://www.worldcom.com. Also, beginning August 1, service descriptions, definitions, terms and conditions, and pricing for state-to-state Residential and Small Business services no longer federally tariffed may be found i) at http://www.mci.com/service for Residential services and http://www.mci.com/sb/service_agreement for Small Business services, or ii) by calling 1-800-444-3333.

SERVICE AREA MAP

Teleconnect provides switched intrastate long distance telecommunications services within the State of California.

Teleconnect has been granted authority by the Cal. P.U.C. to provide service within the State of California.



SERVICE AREA

In the following exchanges Teleconnect offers FGD connections only for access to its services. In such situations, only subscribers served from a local switch, which has been converted to equal access, can obtain service from Teleconnect.

Metro Los Angeles
Metro San Francisco
Metro San Jose
Metro Oakland
Metro San Diego
Metro Sacramento #3
Metro Bakersfield
Metro Stockton #9
Metro Santa Rosa
Metro Modesto
Agoura Hills
Anaheim
Buena Park
Burbank
Canoga Park
Carson
Chico
Colton
Concord
Metro Napa
Metro Fairfield
Metro Visalia
Metro Salinas
Metro San Bernadino
Metro Pomona
Metro Ontario
Metro Oceanside #6
Metro Richmond
Metro Monterey
Mar Vista
Montebello
Newark
Norwalk
Orange
Palo Alto
Pinole
Redondo Beach
Redwood City

Culver City	Reseda
Danville	San Carlos
Downey	San Leandro
El Monte	San Mateo
El Segundo	San Rafael
Fremont	Santa Ana
Glendale	Santa Barbara
Hawthorne	Santa Cruz
Inglewood	Torrance
Lomita	Van Nuys
Long Beach	West Lakeville
Westminster	

RATE SCHEDULE

APPLICABILITY

This catalog schedule applies to intrastate interexchange telecommunications service furnished by Teleconnect Company (Teleconnect).

TERRITORY

Within the areas of all exchanges, as said exchanges are defined on Sheet 10-T herein, as authorized by the California P.U.C.

DAYSAVER AND DAYSAVER PLUS RATES
(Effective January 1, 1995, Daysaver Plus will no longer be available to new subscribers.)

a. Day Rates. These rates are applicable 8:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of holidays.

Initial 30 seconds	Each additional six seconds
$0.1300	$0.0260

b. Evening/Night/Weekend Rates. These rates apply at all other times not listed in a. above.

Initial 30 seconds	Each additional six seconds
$0.0975	$0.0195

MAX-SAVE RATES

a. Day Rates. These rates are applicable 8:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of holidays.

Initial 30 seconds	Each additional six seconds
$0.1215	$0.0243

b. Evening/Night/Weekend Rates. These rates apply at all other times not listed in a. above.

Initial 30 seconds	Each additional six seconds
$0.0912	$0.0182

HIGH VOLUME DISCOUNTS

a. DaySaver Plus. DaySaver Plus customers' month call volumes are subject in whole or in part to high volume discounts. These discounts reduce a customer's bill below the amount of the cumulative message rate.

b. Exempt Calls. The following types of calls are not subject to a high volume discount and are not considered in calculating a customer's volume when determining the magnitude of that customer's high volume discount:

c. Application. At the end of each billing cycle the dollar volume of the customer's calls during the billing cycle is calculated. This is the aggregate of both interstate and intrastate calls, excluding those specified in Exempt Calls (b) above.

d. DaySaver Plus. For DaySaver Plus customers, the volume described in c. above will be used to determine the amount of the high volume discount. The high volume discount will be applied only to the daytime portion of that call volume.

e. Amount of Discount. The high volume discount applied is based on the volume of the customer's billing cycle calls, as follows:

Day Saver Plus

Volume of Billing Cycle Calls	High Volume Discount
$ 0 - $ 499.99	0%
$ 500 - $ 999.99	5%
$1,000 - $1,999.99	10%
$2,000 Plus	15%

RATES AND CHARGES - MONTHLY AND NONRECURRING -DAYSAVER, MAX-SAVE

The monthly and nonrecurring rates and charges applicable to DaySaver, DaySaver Plus and MAX-SAVE include one authorization code and are as follows:

Service	Monthly	Nonrecurring
DaySaver (Includes Teleconnect payment for PIC charges of up to $5.00 per line.)	N/A	$49.00
DaySaver Plus (Includes Teleconnect payment for PIC charges of up to $5.00.)	N/A	$49.00
MAX-SAVE	N/A	$00.00

SMARTminutes
(A customer may pre-subscribe up to two lines for SMARTminutes or may access the service by dialing 1010826. If a customer dials 1010826, SMARTminutes rates apply only when a call is placed from a pre-subscribed SMARTminutes phone.

(Effective October 12, 1998, SMARTminutes will not be available to new customers)

Usage Rates
All periods $0.07 per minute - Interlata
$0.07 per minute - Intralata

Features
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes.

SMARTminutes Calling Card
(Effective April 1, 1997, SMARTminutes Calling Card will no longer be available to new customers.)

Customers will be charged a per minuted usage rate and a per call surcharge pursuant to Teleconnect' FCC Tariff No. 4, for all SMARTminutes Calling Card calls that originate and terminate in the state.

SMARTminutes Advantage
(Effective October 12, 1998, SMARTminutes Advantage will no longer be available to new customers)
(Service is available on a limited geographic basis and for customers of certain Local Exchange Carriers.)

SMARTminutes Advantage is an outbound residential service that allows customers to originate calls via Local Exchange Carrier Feature Group D (FGD) access lines. Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Advantage. All SMARTminutes Advantage calls are subject to an initial one-minute duration with additional one-minute increments.

Usage Rates - All periods	$0.07 per minute - Interlata
	$0.07 per minute - Intralata

SMARTminutes Advantage Calling Card
Customers will be charged a per minuted usage rate and a per call surcharge pursuant to Teleconnect's FCC Tariff No. 4, for all SMARTminutes Advantage Calling Card calls that originate and terminate in the state.

Savings Club
Savings Club is an outbound residential service that allows customers to originate calls via Local Exchange Carrier Feature Group D (FGD) access lines. A customer may designate up to two lines for Savings Club Service. Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to Savings Club. All Savings Club calls are subject to an initial one-minute duration with additional one-minute increments.

Usage Rates - All periods	$0.07 per minute - Interlata
	$0.07 per minute - Intralata

SMARTminutes for business
(Effective April 1, 1997, this service will no longer be available to new customers.)

Description:
SMARTminutes for business (an add-on to interstate service) is an inbound and outbound Commercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company carrier identification code (CIC); or (3) using a calling card access telephone number and personal identification number (PIN). Inbound service is accessed using common business line 800 termination. All SMARTminutes for business calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

Recurring charges:
Customers subscribing to inbound service will be charge a fee as described in Teleconnect's FCC Tariff No. 4 per month per 800 number.

Usage Rates:

Outbound:	$0.19 per minute	All periods
Calling Card:	$0.19 per minute	All periods
Inbound:	$0.19 per minute	All periods

Surcharge:
Calling Card surcharge: $1.20

Feature:
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes for business.

SMARTminutes for business Term Plan:
The SMARTminutes for business Term Plan is a term plan that provides discounts off intrastate usage rates. Customers who enroll in this plan will receive discounts (as described in Teleconnect's FCC Tariff No. 4) off standard tariffed rates for SMARTminutes for business. Directory Assistance, Operator Services and monthly recurring charges are not discountable.

Term Commitment and Renewal Option:
A customer must commit to service for a term of either one or two years. The term of the SMARTminutes for business Term Plan will commence no earlier than the first day of the billing month in which the customer subscribes to the plan. Upon expiration of the term, the customer will revert to standard tariffed rates for SMARTminutes for business.

Early Termination:
Discontinuance of service under the SMARTminutes for business Term Plan prior to the expiration of the committed therm constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge as described in Teleconnect's FCC Tariff No. 4.

Monthly Minimum Usage Fee
A fee up to $5.00 per account will be assessed if the total charges are less than $5.00 per account per monthly invoice.

Toll Free: Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

SMARTminutes Toll Free
(Effective April 1, 1997, this service will no longer be available to new customers.)

1. Description

   Nature of Service: SMARTminutes Toll Free is an inbound and outbound Commercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company Carrier Identification Code (CIC). Inbound service is accessed using common business line 800 terminations. SMARTminutes Toll Free calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

2. Availability

   a. SMARTminutes Toll Free is available for calling within the state.

   b. SMARTminutes Toll Free is only offered as an add-on to Teleconnect's interstate SMARTminutes Toll Free offering.

3. Rates and Charges

   a. Usage rates:

      Direct Dial
      $0.19 for all time of day rate periods for both inbound and outbound calls.

      Calling Card
      Customers will be charged a per minuted usage rate of $ 0.23 and a per call surcharge of $1.20 for all SMARTminutes Toll Free Calling Card calls that originate and terminate in the state.

   b. Features:
      Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Toll Free.

c. Toll Free:
Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

SMARTminutes Buy Down Plan
(Effective April 1, 1997, this service will no longer be available to new customers.)

1. Description

Nature of Service: SMARTminutes Buy Down Plan is an outbound Comercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company Carrier Identification Code (CIC). SMARTminutes Buy Down Plan calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

2. Availability

a. SMARTminutes Buy Down Plan is available for calling within the state.

b. SMARTminutes Buy Down Plan is only offered as an add-on to Teleconnect's interstate

SMARTminutes Buy Down Plan offering.

3. Rates and Charges

a. Usage rates:

Direct Dial
$0.19 for all time of day rate periods for both inbound and outbound calls.

Calling Card
Customers will be charged a per minuted usage rate of $0.23 and a per call surcharge of $1.20 for all SMARTminutes Buy Down Plan Calling Card calls that originate and terminate in the state.

b. Features:
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Buy Down Plan.

c. Toll Free:
Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

10-10-321

1. Description
Teleconnect will offer the following plan to customers who access Teleconnect service by dialing the access number 10-10-321. Calls will be rounded to the nearest full minute. When application of the usage rates results in a fraction of a cent, the call will be rounded down to the nearest whole cent. Calls beginning in one rate period and ending in another rate period will be billed the rate in effect for each period in which the call applies. Customers will receive the following rates for intrastate and intralata calls.

.011 InterLATA per minute usage rates
$0.20

.012 IntraLATA per minute usage rates
$0.11

10-10-220

The Company will offer the following plan for customers who access company service by dialing the Company designated Carrier Identification Code (CIC), 10-10-220. The customer will be charged $1.20 for the first 10 minutes (or any portion thereof) of usage per call and $0.20 per minute for each minute of usage thereafter.

10-10-987 Calling:

1. Description:
   1010987 Calling is an outbound service that allows customers to originate intrastate (interLATA and intraLATA) calls via local exchange carrier access facilities.

2. Rates:
   Customers who access Teleconnect services by dialing Company carrier identification code (CIC) 1010987 will be charged i) a per-call surcharge of $0.83 and ii) $0.06 per minute for each minute of intrastate (interLATA and intraLATA) usage, excluding calls to Operator Services and Directory Assistance.

Casual Caller

An instate InterLATA and IntraLATA per minute rate, as listed below, with no surcharge is applicable to calls placed by Casual Callers who access Company service by direct dial access or by dialing 1010222, 1010286 or any other Company Carrier Identification Code. A $2.50 per call surcharge applies to these calls.

Intrastate:
$3.07 1st minute,
$1.27 each additional minute

TUSA TalkSmarter Block-of-Time 500
(Effective June 1, 2008, TUSA TalkSmarter Block-of-Time 500 will no longer be available to new customers and existing customers of this service will no longer be able to move, add to, or make changes to their service.)

TUSA TalkSmarter 500 is an outbound and inbound service designed primarily for residential customers. TUSA TalkSmarter 500 includes a block of time structure with a flat rate structure for Dial 1 calls made outside the block-of-time allotment, and a flat rate structure for calling card service. No term plan options will apply to this service. All intrastate Dial-1 calls and calling card calls will have a 60 second rounding. If the computed charge includes a fraction of a cent, the fraction is rounded down to the nearest whole cent. A monthly charge will apply to this service.

Monthly Account Fees: Customers enrolled in this plan will be charged a $15.00 monthly recurring charge.

Access Methods and Charges:

e) Dial-1 Access: TUSA TalkSmarter Block-of-Time 500 can be used for Dial-1 access. Customers will receive an allotment of up to 500 minutes per monthly period that may be used for interstate and intrastate (interLATA and intraLATA) dial-1 usage. TUSA TalkSmarter Block-of-Time 500 customers will be charged the following rates for each minute of usage over the allotment. Customers may place these calls 24 hours a day and 7 days a week.

   Intrastate (InterLATA & IntraLATA) per minute charge: $0.03

f) Calling Card: TUSA TalkSmarter Block-of-Time 500 Calling Card access is available for origination from touch tone or rotary phones by dialing an MCI provided 800 number. Customers will be charged a per minute rate of $0.15 for all time periods for all intrastate calling card calls which terminate to the customers billed ANI. No per call surcharge will apply to these calls. All other calls will be charged a per minute rate of $0.89 for all intraLATA and interLATA calling card calls. No per call surcharge will apply to these calls.

c) Personal 800 Number: Personal 800 is non-applicable to customers who subscribe to this service.

d) Directory Assistance/Directory Assistance Call Completion:

A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One request may be made on each directory assistance call. The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number. Customers may request the Directory Assistance operator to complete a call to the last number requested on that particular Directory Assistance call. The customer will be charge a usage rate in accordance with the Company Local Exchange Service to which the customer is presubscribed for completed calls.

Directory Assistance	$1.99
Directory Assistance Call Completion Per Call Charge:	$0.35

e) Operator Assistance: **(Effective December 5, 2011, Commercial credit card billing for operator assisted calls will no longer be available where payment is made via an automated or live operator.)** Operator Services are outbound services allowing the customers to originate calls via local exchange carrier facilities, or by using a Company or Local Exchange Carrier calling card. All Operator Services calls are subjected to a one minute initial increment with additional one minute increments. When a call is subject to more than one service charge, only the highest service charge applies.

Per Minute Rates

Mileage	Business Day		Evening		Night/Weekend	
Band	1st	/ add'l	1st	/ add'l	1st	/ add'l
0-10	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
11-22	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
23-55	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
56-124	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
125-292	$0.65	$0.65	$0.65	$0.65	$0.33	$0.65
293+	$0.65	$0.65	$0.65	$0.65	$0.36	$0.65

Surcharge: The following surcharge apply with a one time per-call placement charge added to the initial minute of each Teleconnect Operator Service call.

Per Call Surcharge

3rd Party:	$4.35
1st Party Station-to-Station:*	$4.35
1st Party Person-to-Person:*	$3.15
Station-to-Station Collect:	$4.35
Person-to-Person Collect:	$3.15
LEC/Commercial Calling Card:	$0.72
Operator Dialed:	$1.00

* For calls made from private residential or business phones by Casual Callers , which are completed with the assistance of a Teleconnect operator; an additional surcharge of $2.50 will apply.

TUSA TalkSmarter USA
(Effective June 1, 2008, TUSA TalkSmarter USA will no longer be available to new customers and existing customers of this service will no longer be able to move, add to, or make changes to their service.)

TUSA TalkSmarter USA is an outbound and inbound service designed primarily for residential customers. TUSA TalkSmarter USA includes a flat rate structure for Dial 1, and calling card service. No term plan options will apply to this service. All intrastate Dial-1 calls will have 60 second rounding for the first minute and 6

second for each additional minute. Intrastate Callings Card calls will have 60 second rounding. If the computed charge includes a fraction of a cent, the fraction is rounded down to the nearest whole cent. A monthly charge will apply to this service. Monthly Account Fees: Customers enrolled in this plan will be charged a $4.95 monthly recurring charge.

Access Methods and Charges:

e) Dial-1 Access: TUSA TalkSmarter USA can be used for Dial-1 access. Customers will be charged the following rates for intrastate (interLATA and intraLATA) dial-1 usage. Customers may place these calls 24 hours a day and 7 days a week.

Intrastate (InterLATA & IntraLATA) per minute charge:	$0.05

f) Calling Card: TUSA TalkSmarter USA Calling Card access is available for origination from touch tone or rotary phones by dialing an MCI provided 800number. Customers will be charged a per minute rate of $0.15 for all time periods for all intrastate calling card calls which terminate to the customers billed ANI. No per call surcharge will apply to these calls. All other calls will be charged a per minute rate of $0.89 for all intraLATA and interLATA calling card calls. No per call surcharge will apply to these calls.

c) Personal 800 Number: Personal 800 is non-applicable to customers who subscribe to this service.

d) Directory Assistance/Directory Assistance Call Completion: A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One request may be made on each directory assistance call. The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number. Customers may request the Directory Assistance operator to complete a call to the last number requested on that particular Directory Assistance call. The customer will be charge a usage rate in accordance with the Company Local Exchange Service to which the customer is presubscribed for completed calls.

Directory Assistance	$1.99
Directory Assistance Call Completion Per Call Charge:	$0.35

Basic Service

Basic Service is a one-way, dial-in dial-out multipoint service that allows customers to originate and terminate intrastate (interLATA and intraLATA) calls via Company-provided local business telephone lines. Subscribers to Basic Service may originate calls only in the city or cities in which they maintain an active Basic Service account. Basic Service calls are rounded to the next higher full minute.

Per Minute Usage Rates:

Interlata calls	
Peak	$0.15
Off - Peak	$0.10
Intralata calls	
Peak	$0.10
Off-Peak	$0.05

Telecom*USA Phone Cards

(Effective 5/1/11, Telecom*USA Phone Cards will no longer available to new customers.)
(Effective April 17, 2012, recharge requests on existing cards will no longer be processed.)

Telecom*USA Phone Cards is a prepaid calling card service that allows consumers to acquire and use

cards to originate outbound direct dial calls via Telecom*USA provided 800 numbers. Telecom*USA Phone Cards can be used for both interstate and intrastate (intraLATA and interLATA) calls and are classified as MinutePass Branded Phone Cards where the calling service is provided by Telecom*USA (hereinafter "MinutePass Branded Phone Cards").

There are two methods of providing MinutePass Branded Phone Card services to consumers as follows:

- Physical format which includes a preprinted phone number and a Personal Identification Number, hereinafter referred to as a "PIN", delivered on a plastic card typically measuring 3-1/2" x 2-1/4"; or,

- Virtual format, which is delivered as a PIN when purchased via the World Wide Web.

Consumers can purchase MinutePass Branded Phone Cards either on the World Wide Web or a toll-free telephone number.

Prices for MinutePass Branded Phone Cards and recharge minutes are established by Telecom*USA.

This catalog schedule provides terms and conditions applicable to in-state calls made using MinutePass Branded Phone Cards. The terms and conditions set forth herein for such calls made with MinutePass Branded Phone Cards supplements the terms and conditions applicable to the sale and use of such cards as set forth in the Telecom*USA Service Agreement located at http://www.minutepass.com/ServiceAgreement.asp.

1. Card Values

   MinutePass Branded Phone Card are available as Dollar based cards, and display the initial dollar value of the card and a per minute rate for interstate calls.

2. Features

   Operator Assistance and Customer Service: Operator Assistance for call dialing is available at no charge to the consumer. Customer service is available on all cards at no charge to the consumer.

   Directory Assistance: Domestic Directory Assistance is available through the MinutePass Branded Phone Card. Directory Assistance requests will have a maximum charge of not greater than $1.50 per call. Consumers may request up to two listings per call. The Directory Assistance charge will be announced to the caller prior to connecting the call.

   Enhanced Directory Service: Golden Retriever, an Enhanced Directory Service, is available through MinutePass Branded Phone Cards and provides consumers with instant access to information including weather, reverse phone number look-up, phone number look-up and category search. Consumers may request up to three pieces of information per call to Enhanced Directory Service. Each such call is charged at a flat rate and is not subject to a per minute rate. The maximum charge for Golden Retriever is $1.50 per call.

3. Rates and Charges
   MinutePass Branded Prepaid Phone Cards are provided in various dollar based denominations by Telecom*USA with a stated interstate per minute value not to exceed $0.35.

   For completed in-state calls using a MinutePass Branded Phone Card, the value of a MinutePass Branded Phone card may be decremented up to 2 times the interstate minute described above. The value of each in-state minute equals 2 times the current interstate minute value as described in this service. Other charges or surcharges may apply to card use. Partial minutes used are billed as full minutes.

4. Recharging
   MinutePass Branded Phone Cards are rechargeable, meaning that additional value may be added to a card, subject to a maximum allowed value per card, unless the card has expired or as otherwise expressly stated on the card, card packaging, or in the Service Agreement. Such

additional minutes will be charged at the prevailing per minute rate as of the date of recharging. A minimum of ten dollars ($10.00) and up to a specified maximum amount may be added to the card per each recharge. In addition to the foregoing, rechargeable cards are also subject to the following terms and conditions:

.01 Upon recharge, a recharge fee of up to a maximum of fifteen percent (15%) of the recharge value may be assessed.

.02 Recharge may be accomplished in any of the following manners:

.021 By credit or debit card using the toll free access number printed on the card and following the audio prompts.

.022 By registering the card for "auto-recharge," an expedited recharge process that alerts the consumer when their calling card balance falls below a certain level and offers the option of an automatic recharge in the same dollar amount of the customer's previous recharge.

Recharge minutes or dollars of service purchased via the toll free access number or through auto-recharge must be paid for with a verified valid credit or debit card.

5. Exclusions

MinutePass Branded Phone Cards cannot be used for calls to 700-, 900-, or 976 services or for certain operator assisted, third party billed or collect calls. Any unused balance on a MinutePass Branded Phone Card cannot be transferred to or combined with one or more other MinutePass Branded Phone Cards.

6. Availability of Service

There are no time of day or day of year restrictions for use of MinutePass Branded Phone Cards.

7. Regulations

Use of MinutePass Branded Phone Cards is available by calling the MinutePass toll free number printed on the card.

A completed call may only be charged to a MinutePass Branded Phone Card that has a balance sufficient to cover the charges assessed for the call. The MinutePass Branded Phone Card balance will be reduced by the appropriate minutes or dollars charged for the completed call.

After the number of the called party is dialed, but before the call is completed, the available balance of talk time based upon the telephone number of the called party will be announced to the caller. A MinutePass Branded Phone Card call will be interrupted with an announcement when the available balance on the card drops to one minute, based on the originating/terminating phone numbers of the call. Once the balance on the card is insufficient to continue, the call will terminate.

Credit allowances for interruptions: MinutePass Branded Phone Cards will credit one minute on a consumer's MinutePass Branded Phone Card in the event of poor call transmission or call cut off caused by Telecom*USA . To receive a credit, the consumer must promptly notify MinutePass Customer Service of the service problem by calling the Customer Service number printed on the card. Credit will not be given when interruptions are caused by the failure of systems not provided by Telecom*USA, by the failure of other Telecom*USA services connected to the MinutePass Branded Phone Card, for wrong telephone numbers or other causes outside the control of Telecom*USA.

Activated MinutePass Branded Phone Cards are non-refundable. Once activated, and subject to applicable terms and condition, a MinutePass Branded Phone Card may be used to originate direct dialed calls until the available card balance is depleted or the card expires, whichever first occurs. Card expiration dates will be specified on the card or the card packaging.

8. Other Conditions of Service

.01 The U.S. Public Payphone Surcharge applies when a MinutePass Branded Phone Card is used to place a call from a U.S. public or semi-public payphone.

.02 State Universal Service Charge: Telecom*USA may, at its option, apply the State Universal Service Charge at time of sale.

TRAC SERVICES

RATES AND CHARGES

a. Usage Charges - TRAC

.01 Day Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0321	$0.0107
293 - 430	$0.0369	$0.0123
431 - 925	$0.0378	$0.0126
925+	$0.0459	$0.0153

.02 Evening Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0278	$0.0093
293 - 430	$0.0311	$0.0104
431 - 925	$0.0341	$0.0114
925+	$0.0365	$0.0122

.03 Night/Weekend Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0223	$0.0074
293 - 430	$0.0242	$0.0081
431 - 925	$0.0264	$0.0088
925+	$0.0283	$0.0094

b. Usage Charges - TRAC 2000

.01 Day Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 – 292	$0.0330	$0.0110
293 – 430	$0.0351	$0.0117
431 +	$0.0375	$0.0125

.02 Evening Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0280	$0.0093
293 - 430	$0.0298	$0.0099
431 +	$0.0319	$0.0106

.03 Night/Weekend Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0247	$0.0082
293 – 430	$0.0263	$0.0088
431 +	$0.0281	$0.0094

c. Discounts. Teleconnect will aggregate the interstate and intrastate usage for its individual TRAC service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

d. Recurring/Nonrecurring Charges. Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

TRAC 800 and 800 TRAC 2000

RATES AND CHARGES

a. Usage Charges

TRAC 800

.01 TRAC 800

Call Mileage	Daytime Rates Initial 30 Seconds	Evening Rates Initial 30 Seconds	Night Rates Initial 30 Seconds
0- 55	$0.0615	$0.0505	$0.0425
56-292	$0.1615	$0.0505	$0.0423
293-430	$0.0660	$0.0535	$0.0450
431-925	$0.0660	$0.0550	$0.0460

Call Mileage	Daytime Rates Additional 30 Seconds	Evening Rates Additional 30 Seconds	Night Rates Additional 30 Seconds
0- 55	$0.0123	$0.0101	$0.0085
56-292	$0.0123	$0.0101	$0.0085
293-430	$0.0132	$0.0107	$0.0090
431-925	$0.0136	$0.0110	$0.0092

.02 800 TRAC 2000

	Initial 30 Second Increment	Each Add'l 6 Second Increment
Day	$0.0560	$0.0112
Evening	$0.0490	$0.0098
Night/Weekend	$0.0410	$0.0082

b. Application. Teleconnect will aggregate the interstate and intrastate usage for its individual TRAC 800 and 800 TRAC 2000 service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

c. Recurring/Nonrecurring Charges. Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

800 SERVICE

RATES AND CHARGES

a. Usage Charges

.01 Profit Line and Profit Line Plus
(Effective January 1, 1995, 800 Profit Line Plus will no longer be available to new subscribers.)

	Initial 30 Seconds	Additional Tenth-of-a-minute
Day	$0.1150	$0.0230
Evening/Night/Weekend	$0.0863	$0.0173

.02 **[Reserved For Future Use.]**

Rate Per Minute

.03 800 SUPERWATS Plus[2]
(Effective January 1, 1995, 800 Superwats Plus - FGD access- will no longer be available to news subscribers.)

(a) Local Line

	Day	Evening	Night
Per Minute Rate	$.2150	$0.1828	$0.1828

(b) DAL

	Day	Evening	Night
Per Minute Rate	$.2150	$0.1300	$0.1105

b. High Volume Discount

.01 Application. Teleconnect will aggregate the interstate and intrastate usage for its individual 800 service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

c. Recurring/Nonrecurring Charges

.01

	Monthly	Nonrecurring
Profit Line	N/A*	N/A*
Profit Line Plus	N/A*	N/A*

.02 **[Reserved For Future Use.]**

.03 800 SUPERWATS PLUS - Ordering both 800 SUPERWATS PLUS and SUPERWATS PLUS simultaneously.

Fees

	Nonrecurring
Plan Type Set-up New Customer Ordering Both Inbound/Outbound Service	
Local Lines	N/A*
DAL	N/A*

Monthly Service Charges

	Recurring
Local Lines	N/A*
DAL	N/A*

* Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

.04 800 SUPERWATS PLUS - ordering inbound only.

Plan type set-up

	Non-Recurring
Local Line	N/A*
DAL	N/A*

Monthly Service Fee

	Recurring
Local Line	N/A*

	DAL	N/A*

d. Additional 800 Numbers

		Monthly	Nonrecurring
.01	Profit Line	N/A*	N/A*
.02	Profit Line Plus	N/A*	N/A*
.03			
.04	SUPERWATS		
	(a) Local Line	N/A*	N/A*
	(c) DAL	N/A*	N/A*

e. Line Charges Installation

	Non-Recurring
Local Line	N/A*
DAL	N/A*

f. Monthly Line Charge

	Recurring
Local Line	N/A*
DAL	N/A*

* Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

CHECK-LINK

RATES AND CHARGES

a. Application

.01 The initial one-tenth minute (6 seconds) increment or fraction thereof is subject to the initial 6 second rate.

.02 Any additional one-tenth minute (6 seconds) increment or fraction thereof is subject to the additional 6 second rate. Any fraction of an increment is rounded up to the next additional 6 second increment.

.03 The charge for the initial increment plus the charge for the additional increments is then summed, with fractional cents, if any, rounded up to the nearest whole cent.

b. Specific Rates

	Initial 6 Seconds	Each Add'l 6 Seconds
Day	$0.0200	$0.0200
Evening	$0.0130	$0.0130
Night/Weekend	$0.0100	$0.0100

c. Specific Charges

	Monthly	Nonrecurring
Plan Set-up	---	$200.00
Monthly Service Fee	$150.00	---
Service Order	---	$ 50.00
Magnetic Tape Billing	$100.00	$300.00
Translation Charge	---	$10.00/Number
800 Number Service Surcharge		

Per Number	$ 2.75	---
Connection Charges:		
Digital Port Charges	ICB	ICB
CPE Charges:		
D-4 Channel Bank with Power Supply and CSU	$450.00	$750.00

d. Discounts. At the end of each billing cycle, the 800 service dollar volume of the customer's CHECK-LINK calls during the billing cycle is calculated. This is the aggregate of interstate and intrastate calls. This aggregate volume is used with the chart below to determine the amount of the High Volume Discount.

Volume of Billing Cycle Calls	Percent High Volume Discount
$ 0 - $ 49,999.99	0%
$ 50,000 - $ 64,999.99	12%
$ 65,000 - $ 79,999.99	14%
$ 80,000 - $ 94,999.99	16%
$ 95,000 - $109,999.99	18%
$109,000 +	20%

e. Limitation. CHECK-LINK is not available with Optional Additional and Contractual Volume Discounts.

OPERATOR SERVICES

RATES AND CHARGES

a. Application of Charges

.01 Determination of Charges
The charge for Teleconnect Operator Services is determined by the:
- Distance between rate centers
- Time of day and day of the week
- Duration of message
- Type of service

The specified components which apply to a Teleconnect Operator Services message are listed in the charge section applicable to that type of call.

.02 Initial Minute and Additional Minutes
Rates are quoted in terms of initial minute and additional minutes.

(a) Initial Minute
Initial minute rates are shown in c.01 following.

(b) Additional Minutes
All additional minute rates shown in c.02 following, are for each additional minute or any fraction thereof that the connection continues beyond the initial period.

(c) When application of the rates results in a fractional charge for a call, the amount will be rounded down to the lower cent.

b. Rate Periods

Monday thru Friday Hours	Rate
8:00 a.m. to 5:00 p.m.	Day
5:00 p.m. to 11:00 p.m.	Evening

11:00 p.m. to 8:00 a.m. Night/Weekends

For messages which overlap one or more rate periods, each minute is rated according to the rates for the period in which the minute starts. All time periods include the beginning time and do not include the ending time.

c. Mileages and Corresponding Rates

Basic Charges

.01 Initial Minute

Rate Mileage	Day	Evening	Night
0 - 20	**$0.98**	**$0.98**	**$0.98**
21 - 40	**$0.98**	**$0.98**	**$0.98**
41 - 70	**$0.98**	**$0.98**	**$0.98**
71 - 100	**$0.98**	**$0.98**	**$0.98**
101 - 150	**$0.98**	**$0.98**	**$0.98**
151 - 330	**$0.98**	**$0.98**	**$0.98**
Over 330	**$0.98**	**$0.98**	**$0.98**

.02 Each Additional Minute

Rate Mileage	Day	Evening	Night
0 - 20	**$0.98**	**$0.98**	**$0.98**
21 - 40	**$0.98**	**$0.98**	**$0.98**
41 - 70	**$0.98**	**$0.98**	**$0.98**
71 - 100	**$0.98**	**$0.98**	**$0.98**
101 - 150	**$0.98**	**$0.98**	**$0.98**
151 - 330	**$0.98**	**$0.98**	**$0.98**
Over 330	**$0.98**	**$0.98**	**$0.98**

d. Service Charges

In addition to the basic charges in c. preceding, there is a service charge for messages classified as customer dialed calling card station, operator-handled station or person. The charge for this type of message is the sum of the dial station charge plus the applicable service charge. The service charge applies per message as follows:

Type of Message		Service Charge
Customer Dialed Calling Card Station Service		$.72
Operator Handled Station		**$5.49**
Operator Handled Station	**Collect**	**$5.49**
Operator Handled Person		**$7.15**
Operator Handled Person	**Collect**	**$7.15**
Third Party Billed		**$5.49**
Operator Dialed		**$1.10**

e. Subscriber Surcharges

Carrier will not bill users for any subscriber surcharges, except as provided below.

01. Surcharges - Calls originated from Hotels/Motels may be subject to a subscriber surcharge of up to $1.00 per call at the option of the Customer. Calls originated from hospitals may be subject to a subscriber surcharge of up to 25 cents ($0.25) per call at the option of the customer. Calls originated from COPTs may be subject to a subscriber surcharge of up to $0.25 per call at the option of the customer.

FLEX-SAVE PLUS

(Effective January 1, 1995, Flex-Save Plus will no longer be available to new subscribers.)

RATES AND CHARGES

a. Usage Charges

.01 Day Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1620	$0.0086
21 - 40	$0.2340	$0.0143
41 - 70	$0.2430	$0.0152
71 - 100	$0.2520	$0.0171
101 - 150	$0.2790	$0.0181
151 - 330	$0.2880	$0.0200
Over 330	$0.3150	$0.0209

.02 Evening Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1296	$0.0068
21 - 40	$0.1872	$0.0114
41 - 70	$0.1944	$0.0122
71 - 100	$0.2016	$0.0137
101 - 150	$0.2232	$0.0144
151 - 330	$0.2304	$0.0160
Over 330	$0.2520	$0.0167

.03 Night/Weekend Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.0972	$0.0051
21 - 40	$0.1404	$0.0086
41 - 70	$0.1458	$0.0091
71 - 100	$0.1512	$0.0103
101 - 150	$0.1674	$0.0108
151 - 330	$0.1728	$0.0120
Over 330	$0.1890	$0.0125

b. Monthly and Nonrecurring. The rates and charges applicable to Flex-Save Plus are as follows:

Monthly	Nonrecurring
N/A	$25.00

SURE-SAVE PLUS

a. RATES AND CHARGES

Usage Charges

a. Day Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1620	$0.0855
21 - 40	$0.2340	$0.1425
41 - 70	$0.2430	$0.1520
71 - 100	$0.2520	$0.1710
101 - 150	$0.2790	$0.1805

151 - 330	$0.2880	$0.1995
Over 330	$0.3150	$0.2090

b. Evening Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1296	$0.0684
21 - 40	$0.1872	$0.1140
41 - 70	$0.1944	$0.1216
71 - 100	$0.2016	$0.1368
101 - 150	$0.2232	$0.1444
151 - 330	$0.2304	$0.1596
Over 330	$0.2520	$0.1672

c. Night/Weekend Rates.

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.0972	$0.0513
21 - 40	$0.1404	$0.0855
41 - 70	$0.1458	$0.0912
71 - 100	$0.1512	$0.1026
101 - 150	$0.1674	$0.1083
151 - 330	$0.1728	$0.1197
Over 330	$0.1890	$0.1254

d. Rates and Charges - Monthly and Nonrecurring
The monthly and non-recurring rates and charges applicable to

Sure-Save Plus, including one authorization code and are as follows:

Monthly	Nonrecurring
N/A	$ 0.00

EXEMPT CALLS-FLEX-SAVE PLUS AND SURE-SAVE PLUS. The following types of calls are not subject to a high volume discount and are not considered in calculating a customer's volume when determining the magnitude of that customer's high volume discount:

.01 Calls under the Credit Card Service.
.02 Calls placed to Directory Assistance.
.03 Calls placed to an international location.

HIGH VOLUME DISCOUNTS. For Flex-Save Plus and Sure-Save Plus customers, the volume in the above paragraph is used both to determine the appropriate high volume discount and is the total to which the high volume discount applies. The discounts are as follows:

Volume of Billing Cycle Calls	High Volume Discount
$ 0 - $ 399.99	0%
$ 400 - $ 799.99	5%
$ 800 - $1,599.99	10%
$1,600 - $3,199.99	15%
$3,200 Plus	20%

DAYSAVER I

RATES AND CHARGES

a. Day Rates

Initial and Subsequent Whole Minutes
$.2600

b. Evening/Night/Weekend

Initial and Subsequent Whole Minutes
$.1950

HELLO AMERICA

RATES AND CHARGES

a. Day Rates

Initial and Subsequent Whole Minutes
$0.2700

b. Evening Rates

Initial and Subsequent Whole Minutes
$0.1300

c. Night/Weekend Rates

Initial and Subsequent Whole Minutes
$0.1100

* USA CARD
(Effective January 1, 1995, * USA Card will no longer be available to new subscribers.)

RATES AND CHARGES

a. Day Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.1800	$0.1700
11 - 22	$0.2100	$0.2000
23 - 55	$0.2300	$0.2200
56 - 124	$0.2300	$0.2200
125 - 292	$0.2300	$0.2300
293 - 430	$0.2400	$0.2300
431 - 925	$0.2400	$0.2400
926 +	$0.2500	$0.2500

f. Evening Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.1206	$0.1139
11 - 22	$0.1407	$0.1340
23 - 55	$0.1541	$0.1474
56 - 124	$0.1541	$0.1474

125 - 292	$0.1541	$0.1541
293 - 430	$0.1608	$0.1541
431 - 925	$0.1608	$0.1608
926 +	$0.1675	$0.1675

g. Night/Weekend Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.0936	$0.0884
11 - 22	$0.1092	$0.1040
23 - 55	$0.1196	$0.1144
56 - 124	$0.1196	$0.1144
125 - 292	$0.1196	$0.1196
293 - 430	$0.1248	$0.1196
431 - 925	$0.1248	$0.1248
926 +	$0.1300	$0.1300

HIGH VOLUME DISCOUNTS
High volume discounts do not apply to this service.

SERVICE CHARGE
This charge is applied on a per call basis.

		Charge Per Call
a.	Customer Dialed Station to Station	$0.79
b.	Attendant Handled	
	(.01) Station to Station	$1.25
	(.02) Person to Person	$3.00

OPTIONS
Options available to * USA Card customers include Personal Attendant and Speed dialing.

a. Personal Attendant. This option provides the customer with the means to access a directory assistance-like service, through the Direct Connect function, or a message receipt/delivery option through the Message Storage and Forward function.

.01 Direct Connect. Teleconnect provides this function to customers who are in need of obtaining a station number from a directory assistance-like service. A customer wishing to use this service will enter "* 0" following the prompt tone. A Teleconnect attendant will come onto the line and request the name and location of the party the customer wishes to access. After acquiring the necessary information from the customer, the Teleconnect attendant will contact directory assistance, obtain the number desired, and then pass the information along to the customer. The customer will then choose to either terminate the call or have the Teleconnect attendant complete the call.

(a) Directory Assistance-like Service Rates and Charges. An undiscountable charge of $1.99 per call will apply to each call requesting Directory Assistance for numbers in the United States. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator.

(b) Attendant Assisted Rates and Charges. If the Teleconnect attendant connects the customer with the station or the party in question, the customer will incur the following charge as appropriate.

	Charge Per Call
Station to Station	$1.25
Person to Person	$3.00

In addition to this charge, the customer will incur the $1.99 directory assistance charge and the long distance charges shown previously. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator.

.02 Message Storage and Forward. This service provides the customer with a message relay service. The customer will contact a Teleconnect attendant by entering "* 4" following the tone, tape the desired message, and specify the date and time for delivery. Teleconnect will attempt to deliver the message in the following manner. The initial attempt will correspond with the customer's requested time of delivery, the next three (3) attempts will be spaced fifteen (15) minutes apart, and the last four (4) attempts will be spaced sixty (60) minutes apart. Teleconnect will make no more than eight (8) attempts at delivery. Teleconnect does not guarantee successful delivery of messages. The rates and charges incurred by the customer for service are as follows:

Activity	Charge
Taping of message	$0.29 per minute
Relay of message	$0.29 per minute
Attendant Surcharge:	
Station to Station	$2.00 per taped message
Person to Person	$3.75 per taped message

The attendant surcharge applies even if Teleconnect has been unsuccessful in delivering the message to the appropriate party.

b. Speed Dialing. Speed Dialing provides the customer with a simplified means of accessing frequently called numbers. The customer enters a specified code which is automatically converted into a telephone number. These codes are programmed and maintained by the customer. The Speed Dialing option is accessed by entering "* 9." The customer will then enter "0" to access the automated attendant which will assist the customer in programming the speed codes. The customer has the capability of programming up to nine (9) personalized speed dial numbers.
This option is provided free of charge to * USA Card customers.

JOINT USER SERVICE

RATES AND CHARGES

a. Applicability. Any entity which is elected or authorized to serve as a manager of a Joint User Group and is duly authorized to represent members of the Joint User Group, is entitled to order Joint User Service at the rates and charges listed below:

.01 * USA Card usage rates as listed in this catalog schedule are discounted by fifteen percent (15%) for day, evening and night/weekend.

.02 * USA Card charge as listed in this catalog schedule for customer dialed Station-to-Station is eliminated.

.03 The Joint User Group, in composite, must generate $125,000.00 of total rates and charges per month with Teleconnect derived from all jurisdiction in order to be eligible for Joint User Service. In order for a group to be considered a Joint User Group and eligible for the above rates, the applicant must meet all criteria established by Pacific Bell in accordance with its Joint User Tariff (A5.6.1 first revised sheet 478 and sixth revised sheet 479).

b. Liability. The manager of the Joint User Group is responsible for payment for all usage generated by each member of the Joint User Group. Failure of an individual member to pay the manager of the Joint User Group in no way alleviates the manager from the liability for payment of those charges.

VIRTUAL PRIVATE LINE

RATES AND CHARGES

a. Usage Charges

	Channel Mileage	
From	To and Including	Charge Per Minute
0	50	$.15
51	120	.20
121	220	.30
221	320	.35
321	500	.40
501	800	.45
801	And over	.50

For calculating the distance of a Virtual Private Line call the distance used for pricing purposes is the airline mileage between serving wire center, not toll centers.

b. Line Termination Charges

1. Ordering of line termination facilities:
Per line termination - $50.00 monthly

2. Customer has the option of ordering one line termination through Teleconnect and the other from another source, both ends from Teleconnect, or neither end from Teleconnect.

c. Installation and Relocation Charges

1. An installation charge of $125.00 applies for the installation of each primary location. For a relocation of a primary location in different premises, installation charges apply.

d. Special Access Surcharge. In addition to the above, a Special Access Surcharge of $25.00 per month, per service point, is applicable to each access line facility provided by a local exchange telephone company. The surcharge will not apply to such a facility for which the customer has furnished Teleconnect with an Exemption Certification. The surcharge is applicable where the Virtual Private Line allows traffic to either to originate or terminate for locations other than the customer's premises within the free calling area.

LIMITED LOCATION

a. Virtual Private Line service is limited to call between San Francisco and Los Angeles.

b. If the customer's location is beyond the corporate city limits of San Francisco or Los Angeles, the customer is obligated to provide a connection within the corporate city limits. If the customer can gain access via facilities other than Teleconnect's, no additional charge applies beyond line termination. If Teleconnect provides the connection via the leased facilities of others, the customer will be subject to charges on an individual case basis.

ADDITIONAL AND CONTRACTUAL VOLUME DISCOUNTS

RATES AND CHARGES

a. Description. At the customer's request, the customer may contract to receive additional volume discounts for the customer's Teleconnect long distance services. The customer may contract on a month-to-month basis or on a long term basis for these discounts. The discount levels will be determined by using the aggregate net dollar volume (after applying existing discounts) of all Teleconnect services, both intrastate and interstate, used by the customer, but the discount will be applied only to those Teleconnect services which are tariffed to receive High Volume Discounts. These discounts will be applied after and in addition to the tariffed High Volume Discounts for each service.

For the Contractual Volume Discount, the discount will vary with the length and year of the contract, as stated in d.

b. Availability. Additional and contractual volume discounts are available to all Teleconnect customers who subscribe to a long distance plan which is subject to high volume discounts.

c. Rates and Charges. Additional and contractual volume discounts are subject to the following monthly and nonrecurring charges:

Monthly	Nonrecurring
$50.00	$0.00

d. Volume Discounts. The following schedule of volume discounts will apply:

		Volume Discounts Based on Length of Contract		
Net Dollar Volume	Month to Month	1st Year Contract	2nd Year Contract	3rd Year Contract
$ 10,000 - $ 15,000	1%	3%	4%	5%
$ 15,001 - $ 25,000	3%	5%	6%	7%
$ 25,001 - $ 50,000	4%	6%	7%	8%
$ 50,001 - $100,000	6%	8%	9%	10%
$100,001 - $250,000	7%	9%	10%	11%
$250,001 +	8%	10%	11%	12%

* When a customer signs a two or three year contract, the percent of discount will change each year as reflected above.

e. Discontinuance of Service Prior to Expiration of Contract. In the event a customer chooses to discontinue the contract prior to the completion of the term of the contract, the following penalties will apply:

.01 The customer who terminates the contract in the first year must repay 100% of the Contractual High Volume Discount received up to that point.

.02 The customer who terminates the contract in the second year must repay 75% of the Contractual High Volume Discount received up to that point.

.03 The customer who terminates the contract in the third year must repay 50% of the Contractual High Volume Discount received up to that point.

DIALED NUMBER IDENTIFICATION SERVICE

Dialed Number Identification Service is subject to the following monthly and nonrecurring charges:

Monthly	Nonrecurring	Change Charge
$0.00	$500.00	$50.00/request

DIRECTORY ASSISTANCE (DA) SERVICE

An undiscountable charge of $1.99 per call will apply to each call requesting Directory Assistance for numbers in the United States. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator. In the event that a DA operator is unable to provide the requested number, the charge for the call will still apply. When a customer reports that an incorrect number has been provided by the DA operator (including the number requested, the number provided, and the reason the number is incorrect), a credit for the amount of the charge per call will be granted.

HELLO CALIFORNIA

RATES

a. Day Rates

Initial Minute Rate	Add'l Minute Rate
$0.2700	$0.2700

b. Evening Rates

Initial Minute Rate	Add'l Minute Rate
$0.1300	$0.1300

c. Night/Weekend Rates

Initial Minute Rate	Add'l Minute Rate
$0.1100	$0.1100

OPTIONS
HELLO CALIFORNIA is available with the *USA Card service as an enhancement. The rates and charges for the *USA Card are found in this catalog schedule.

COMBINATION WITH OTHER SERVICES
HELLO CALIFORNIA may be combined with 800 Personal Hotline. Customers who purchase combined services will not be required to meet the monthly minimum usage set forth below. The customer is obligated to pay the tariffed usage rates as specified in the 800 Personal Hotline section of this catalog schedule.

RATES AND CHARGES - MONTHLY AND NONRECURRING
The monthly and nonrecurring charges applicable to interstate service allows the customer to utilize intrastate service at no additional charge.

MINIMUM USAGE CHARGE
HELLO CALIFORNIA customers will be charged the greater of $5.00 per month or the cumulative message charges for the month. Non-jurisdictional calling charges contribute to the $5.00 monthly minimum.

RATES APPLICABLE ON CERTAIN HOLIDAYS
For the following holidays the Evening rates are used, unless lower rates would normally be applicable:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

OPTIONAL SERVICES

ACCOUNT CODES

Rates and Charges

a. Variable Length Account Codes. The length of the codes are as follows:

	One-Time Charge	Monthly Recurring Charges
2 Digit	$15.00	$ 5.00
3 Digit	$25.00	$10.00
4 Digit	$50.00	$15.00

b. Rates and Charges. Pricing is determined by the number of divisional and departmental subtotals

required ("breaks"). Authorization codes and account codes are priced separately and in addition to corporate billing charges. The customer will be assessed a $10.00 one-time change charge to add in billing detail under this service, and monthly rate and nonrecurring charges as set forth in the following chart:

		Monthly	Nonrecurring
.01	0 - 15 Breaks	$15.00	$ 5.00
.02	16 - 49 Breaks	$25.00	$10.00
.03	50 Plus Breaks	$50.00	$15.00

c. SECURE-CALL Codes.

Predesignated Packages Numbers of Random Codes	Additional One-Time Charges for 2-Digit	3-Digit	4-Digit
25	$10.00	$15.00	---
50	---	$25.00	---
100	---	$35.00	---
200	---	$45.00	---
400	---	$50.00	$ 75.00
600	---	$60.00	$ 85.00
800	---	---	$ 95.00
1000	---	---	$ 100.00

Pricing of larger 4 digit packages are available upon request. Under these circumstances the rates and charges are on an individual case basis.

d. Customized Screened Account Codes. Pricing for Customized Screened Account Codes is as follows:

Additional One Time Charge	$50.00
Change Charge per Request	$10.00

AUTHORIZATION CODES

Rates and Charges. Additional authorization codes are available for a $10.00 one-time setup charge.

MAG TAPE/DISKETTE BILLING

Rates and Charges. Mag tape/diskette billing is available for a $300 one-time setup charge and a $100 monthly rate. The customer has the alternative of a single request for $400.00

MULTIPLE BILLING

Rates and Charges. The customer is charged a $10.00 fee for each multiple bill requested.

SPEED CODES

a. Customers are charged a $25.00 one-time setup charge and a $10.00 monthly rate per packet of 16 Speed Codes.

b. Customers are charged a $50.00 one-time setup charge and a $20.00 monthly rate per packet of 50 Speed Codes.

CHECK SERVICE CHARGE

A check service charge will be assessed for any reason a check tendered by a Teleconnect customer as payment for tariffed service is returned to Teleconnect or is not in acceptable form. The check service charge is $10.00.

NOTES WHICH AFFECT RATES

TIME OF DAY

.01 Day Rates. These rates are applicable from 8:00 a.m. to 5:00 p.m., Monday through Friday with the exception of the holidays listed.

.02 Evening Rates. These rates are applicable 5:00 p.m. to 11:00 p.m. Sunday through Friday.

.03 Night/Weekend Rates. These rates are applicable 11:00 p.m. to 8:00 a.m., Monday through Friday, all day Saturday and Sunday between 8:00 a.m. and 5:00 p.m. as well as 11:00 p.m. to 8:00 a.m.

RATES APPLICABLE ON CERTAIN HOLIDAYS

For the following holidays the Evening rates are used, unless lower rates would normally apply:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

METHOD OF APPLYING RATES

DAYSAVER, DAYSAVER PLUS, MAX-SAVE

The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed.The subsequent seconds are rounded in tenth of a minute increments, with the remaining seconds, if any, rounded up to the next tenth of a minute and are subject to the additional tenth of a minute charge.
Fractional cents, if any, are rounded up to the nearest whole cent.

Smart Minutes

All Smart Minutes calls will be billed in one-minute increments.

FLEX-SAVE PLUS.
To determine the appropriate charge, each call is rated by the following method.

a. Initial Minute.
The initial whole minute or fraction thereof is subject to the initial minute rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment.
The subsequent seconds beyond the initial increment (first minute for Flex-Save Plus are rounded in tenth of a minute (6 second) intervals with any remaining seconds rounded to the next higher tenth of a minute interval. Those 6-second increments are subject to the precise billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial minute plus the charge calculated for the subsequent 6-second increments determine the previous billing charge for the call. The total amount of the call is rounded up to the nearest whole cent.

SURE-SAVE PLUS
To determine the appropriate charge, each call is rated by the following method.

a. Initial Minute
The initial whole minute or fraction thereof is subject to the initial minute rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment
The subsequent seconds are rounded in whole minute increments, with the remaining seconds, if any, rounded up to the next whole minute, and are subject to the whole billing factor for the appropriate play to which the customer subscribed.

c. Total
The charge calculated for the initial minute plus the charge calculated for the subsequent whole minute(s) determines the whole minute charge for the call. The total amount of the call is rounded up to the nearest whole cent.

DAYSAVER I

a. Whole Minutes. DaySaver I usage (both initial minute and subsequent minute) is measured in whole minute increments.

b. Time of Day. The time of day is used to determine which rate is to be applied to usage.

TRAC and TRAC 2000
To determine the appropriate charge, each call is rated by the following method.

a. Initial Increment. The initial 18 seconds or fraction thereof is subject to the initial 18 second rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment. The subsequent seconds beyond the initial increment for TRAC are rounded in one-tenth minute (6 second) intervals with any remaining seconds rounded up to the next higher one-tenth minute interval. Those one-tenth minute increments are subject to the additional one-tenth minute billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial increment plus the charge calculated for the subsequent increment determines the charge for the call. The total charge is rounded up to the nearest whole cent.

TRAC 800 and 800 TRAC 2000
To determine the appropriate charge, each call is rated by the following method.

a. Initial Increment. The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment. The subsequent seconds beyond the initial increment for TRAC are rounded in one-tenth minute (6 second) intervals with any remaining seconds rounded up to the next higher one-tenth minute interval. Those one-tenth minute increments are subject to the additional one-tenth minute billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial increment plus the charge calculated for the subsequent increment determines the charge for the call. The total charge is rounded up to the nearest whole cent.

HELLO AMERICA

a. Whole Minute. HELLO AMERICA usage (both initial and subsequent minutes) is measured in whole minute increments.

b. Time of Day. The time of day is used to determine which rate is applied to usage.

c. Minimum Usage. The minimum usage level for HELLO AMERICA is $5.00 per month. This minimum usage can consist of interstate usage, intrastate usage, or any combination of interstate and intrastate usage.

* USA CARD

DESCRIPTION

a. Nature of Service. * USA Card is an interexchange telephone service that allows customers to originate calls from any telephone in the state of California and terminate calls to any location within the state of California. Usage charges are based on the distance, duration, and time of day of each call.

b. Dialing Procedure. The method of access consists of the following steps:

1. dialing 1-800-369-9999
2. entering the 14 digit authorization code unique to each * USA Card (i.e. the code will be different than the traditional 7 digit authorization code).
3. entering the called number or star key to access the enhanced services menu following the tone from the automated attendant.

AVAILABILITY

* USA Card is available to any Teleconnect customer on a statewide basis.

RATES AND CHARGES - USAGE

a. Determination of Duration

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone attendant board, private branch exchange console, or enhanced services menu.

.02 chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

b. Calculation of Charge. To determine the appropriate long distance charge, each call is rated using the following method.

.01 The initial minute, or fraction thereof, is subject to the initial minute rate.

.02 The subsequent seconds are rounded in whole minute increments with the remaining seconds rounded up to the next whole minute and are subject to the additional minute rate.

c. Time of Day. The following time periods are applicable to the point of origination.

.01 Day Rates. Day rates are applicable 8 a.m. to 5 p.m. Monday through Friday with the exception of the holidays.

.02 Evening Rates. Evening rates are applicable 5 p.m. to 11 p.m. Sunday through Friday.

.03 Night/Weekend Rates. Night/Weekend rates are applicable 11 p.m. to 8 a.m. Sunday through Friday, all day Saturday and Sunday between 8 a.m. and 5 p.m.

VIRTUAL PRIVATE LINE

Virtual Private Line is a "ring down" service, meaning the customer can only reach a predesignated location or

locations. Once the customer lifts the receiver at the originating location the predesignated terminating location will ring.

DIALED NUMBER IDENTIFICATION SERVICE (DNIS)

a. Description. DNIS permits a customer with multiple 800 numbers in the same routing arrangement to identify the specific 800 number which was dialed by the calling party.

Identification is accomplished by outpulsing a set of digits unique to the dialed 800 number. Between one (1) and five (5) digits are outpulsed to the customer premises. The outpulsed number can be (but is not required to be) the last four (4) digits of the 800 number.

b. Availability. DNIS is available to Teleconnect customers who subscribe to a DAL or a T-1 service and when the following conditions are met:

.01 The customer is responsible for providing equipment capable of receiving the outpulsed digits so the 800 number can be identified.
.02 All access lines within the same routing arrangement must be equipped for DNIS.

DIRECTORY ASSISTANCE

a. Description. Directory Assistance (DA) calls provide Teleconnect customers with access to Local Exchange Carrier Directory Assistance operators to provide telephone number lookup. When furnished with a name and locality, the Directory Assistance operator will provide, or attempt to provide, the telephone number or numbers listed in the exchange carrier records associated with the name given.

A maximum of one request for telephone numbers will be accepted per call to the DA operator. A telephone number which is not listed in the DA records will not be available to the customer.

The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number.

The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any other purpose other than provision of DA service.

b. Availability. DA is available to all Teleconnect customers.

TAXES AND FEES CHARGEABLE TO CUSTOMERS

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging) and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; b. terminal equipment sales; c. inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the AT&T (d.b.a. SBC California) tariffs.

a. Adjustments for State, County or Municipality Payments. Now, or at any future time, if the State of California, any county or any municipality possesses or acquires the legal right to impose sales tax, gross receipts tax, excise tax, occupation tax, license tax, franchise tax, permit fee, public service commission fee or other similar tax or fee upon Teleconnect, and has imposed, or imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such state, county or municipality. Such billing shall allocate the tax, fee or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made subject to such tax, fee or charge.

b. California Teleconnect Fund (CTF): Pursuant to Commission Resolution No. T-16742, orders telecommunications carriers to provide a 50% discount to all qualifying entities; school library, Municipal or

County Government Owned and Operated Hospital and Health Clinic, Community Based Organization for the following services: all measured business service lines, switched 56 lines, ISDN, DSL, T-1, DS-3 and OC levels up to and including OC 192 services or their functional equivalents upon receiving an accepted application from the qualifying entity.

Applicable to services rendered on and after June 20, 2003.

Payphone Use Charge:* An undiscountable $0.55 per call charge is applicable to calls that originate from any payphone within the state used to access MCI services as follows. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with MCI service, applies for the use of the instrument used to access MCI service and is unrelated to the MCI service accessed from the payphone. Customers of Metered Use Services will be charged the payphone use charge for each call which is placed from payphones within the state. The payphone use charge does not apply to calls placed from payphones phones at which the customer pays for service by inserting coins during the progress of the call; calls using Telecommunications Relay Service; calls originated by customers with qualified hearing or speech impairments who are certified.

* Where billing capabilities exist

HELLO CALIFORNIA

DESCRIPTION

a. Nature of Service. HELLO CALIFORNIA is an interexchange telephone service, by which customers can originate calls from any specified equal access exchange and terminate calls in any intrastate location.

The customer does, however, have the ability to place calls from any telephone in the state using the *USA Card. Applicable usage charges are determined by the duration of the call and time of day the call is placed.

b. Dialing Procedure. Any customer who subscribes to HELLO CALIFORNIA in an equal access area, may access the service by dialing 1 + NPA + NXX-XXXX.

AVAILABILITY
HELLO CALIFORNIA is only offered as an add-on to Teleconnect's interstate HELLO "States" service.

APPLICATION

a. Rate Structure. HELLO CALIFORNIA service has a rate structure which is based on the whole minute rates as listed in this catalog schedule.

b. Determination of Duration

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.

.02 Chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

c. Calculation of Charge

.01 The initial whole minute or fraction there of is subject to the initial minute rate found in this catalog schedule.

.02 The subsequent seconds are rounded in whole minute increments with the remaining seconds rounded up to the next whole minute and are subject to the additional minute rate found in this

catalog schedule. The total number of additional minutes is multiplied by the additional minute rate and the product is the charge for subsequent whole minutes of use.

.03 The charge calculated for the initial minute, plus the charge calculated for subsequent whole minute(s) determines the charge for the call. The total amount of the call is rounded up to the nearest whole cent.

.04 HELLO CALIFORNIA customers will be charged the greater of $5.00 per month or the cumulative message charges for the month. Non-jurisdictional calling charges contribute to the $5.00 monthly minimum.

d. Determination of Time of Day

.01 Day Rates. These rates are applicable from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m. Monday through Friday with the exception of holidays listed in this catalog schedule.

.02 Evening Rates. These rates are applicable from 12:00 noon to 1:00 p.m. Monday through Friday and 5:00 p.m. to 11:00 p.m. Sunday through Friday.

.03 Night/Weekend Rates. These rates are applicable 11:00 p.m. to 8:00 a.m. Sunday through Friday, all day Saturday and between 8:00 a.m. and 5:00 p.m. on Sunday.

SPECIAL EQUIPMENT AND/OR ARRANGEMENTS

For special equipment and arrangements furnished in connection with service, charges equivalent to the estimated cost of furnishing such equipment or arrangements apply. Estimated cost consists of an estimate of the cost of maintenance; cost of operation; depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimate net salvage; administration, taxes and uncollectible revenue on the basis of reasonable average charges for these items; any other specific items of expense associated with the particular situation; and a reasonable amount, computed on the estimated cost installed of any facilities provided for return and contingencies.

CANCELLATIONS AND DEFERMENTS

When a customer cancels or defers an order for service before the service is activated, a charge applies to allow Teleconnect to recover its unrecovered costs including but not limited to engineering, labor, material, and equipment. Charges apply as follows:

a. Cancellation. In a cancellation situation the charge is equal to Teleconnect's unrecovered costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with cancellation. These costs include, but are not limited to, engineering, labor, and nonrecovered material and equipment expense. The amount of cancellation charges shall not exceed the total of all minimum monthly and termination charges which would have applied had the service as ordered been established.

b. Deferment of Start of Service. In a deferment of service situation the following charges apply:

.01 If the request for deferment is received by Teleconnect prior to the date an order for the equipment or service is placed with its supplier--no charge shall apply.

.02 For deferments received by Teleconnect subsequent to the date the order for equipment or service is placed with its supplier, a monthly rate based upon costs incurred prior to the request for deferment applies. The monthly rate equals the deferred investment times the monthly prime interest rate announced by The Merchants National Bank of Cedar Rapids, IA, U.S.A, plus recurring costs resulting directly from the deferral such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering and labor or transportation, shall be billed in total.

Billing shall start at the beginning of the month of deferment and extend to the start of service. Charges shall not exceed the monthly rate which would have applied had the service been

established. Teleconnect will charge the customer who defers service any and all rates and charges incurred by Teleconnect for any leased facilities for which Teleconnect is held responsible. Teleconnect will make a good faith effort to minimize those charges whenever possible.

SUMMARY LIST OF CONTRACTS AND DEVIATIONS

None in effect.

RULES

RULE NO. 1 – DEFINITIONS

Authorization Code: The term "authorization code" means a numeric code which identifies an individual or company to be billed for calls charged by authorized users.

Automatic Number Identification: The term "automatic number identification" means a service offered by the local operating company which automatically identifies the telephone number for the line or trunk from which a call is originating.

Breaks: The term "breaks" means the number of divisional or departmental subtotals required under the corporate billing option.

Building: The term "building" means a structure occupied by a customer. Multi-occupant structures will be considered different buildings as to a customer when spaces of that customer are separated by space occupied by others.

Calls: The term "calls" means telephone messages completed by customers or users.

Casual Caller: Denotes any person who uses Company service from an equal access end office who does not have a current account with the Company for services subject to this catalog schedule, to include: (i) any person who has not established an account with the Company who places calls over the Company's network from an equal access area; (ii) any presubscribed customer located in an equal access area who has either voluntarily terminated his Company account or has had his Company account terminated in accordance with the terms and conditions set forth in this catalog schedule; and (iii) new or allocated customers whose accounts are not yet established in the Company's billing system.

Central Office: The term "central office" means a unit in a local utilities telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building.

Commercial Service A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a business or commercial rate in the applicable local exchange service tariff for switched service.

Commission: The term "Commission" means the California Public Service Commission.

Customer
The person, firm, corporation or other entity which orders service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges and for compliance with Teleconnect Company, Inc. tariff regulations. The term "customer" also includes a casual

caller (as defined previously in this catalog schedule), person, firm, corporation or other entity that (1) has not presubscribed to Teleconnect Company, Inc. service, but accesses Teleconnect Company, Inc. Dial "1" by dialing the access number 1010826, or any other Teleconnect Company, Inc. carrier identification code, or (2) remains presubscribed to Teleconnect Company, Inc. service after its account is removed from Teleconnect Company, Inc. billing system, subsequently continues to use Teleconnect Company, Inc. network, and is billed by a local exchange service company in compliance with Teleconnect Company, Inc. tariff regulations. For billing purposes, a customer is considered to be an account. In the Metered Use Services, if a person, firm, corporation or other entity orders the service in more than one Teleconnect Company, Inc. originating city, or requests the assignment of more than one account number in a particular city, each such account is a separate customer for billing purposes.

Customer Premises Equipment: The term "customer premises equipment" means all terminal equipment normally used on the customer's premises owned by the customer, or by the telephone utility or some other supplier and leased to the customer.

Deactivate or Deactivation: The terms "deactivate" and "deactivation" mean the removal of an authorization code from effectiveness.

Dedicated Access Line: The term "dedicated access line" means the line between the customer premise and Teleconnect that does not pass through the switched network of a local exchange utility.

Delinquent or Delinquency: The terms "delinquent" and "delinquency" mean an account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. The term can also relate to a contested bill once the Commission finds the customer's complaint without merit.

Demarcation Point: The term "demarcation point" means the point of connection provided and maintained by the local utility to which existing or new inside station wiring becomes dedicated to an individual customer's use.

Depositor: The term "depositor" means the customer from whom a deposit is required.

Disconnect: The term "disconnect" means the disabling of circuitry preventing outgoing and/or incoming communications from the Teleconnect switch.

Dual Tone Multi-Frequency: The term "Dual Tone Multi-Frequency" means a protocol which uses two distinct frequency tones out of eight possible frequency tones to distinguish a number entered by a customer using a "Touch Tone" type instrument.

Due Date: The term "due date" means the last day for payment without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated "due by," "pay by" or "if paid by" on the customer's bill.

Exchange: The term "exchange" means a unit established by the local exchange utility for the administration of local communication services.

Exchange Service: The term "exchange service" means a local communication service furnished by means of local exchange plant and facilities.

Exchange Service Area or Exchange Area: The terms "exchange service area" or "exchange area" refer to the general area in which the local telephone utility holds itself out to furnish exchange telephone service.

Extended Area Service: The term "extended area service" means telephone service, furnished at local rates, between customers located within an exchange area and all of the customers of an additional exchange area.

Feature Group D: The term "Feature Group D" means the type of access which provides for "1+" customer dialing through the IXC of the customer's choice. FGD is also known as equal access.

Individual Case Basis: The term "individual case basis" means the application of a rate, charge, or condition of

the tariff as determined by individual circumstances.

Initial Service Period: The term "initial service period" means the minimum period for which service will be installed and terminated without the application of an initial bill charge. Except as noted, the initial service period is one month from the initiation of service.

Inside Station Wiring: The term "inside station wiring" means wiring located on the premises beyond the demarcation point.

Installation Charge: The term "installation charge" means a nonrecurring charge associated with the installation of certain services or facilities either in lieu of or in addition to recurring monthly rates or service charges or rates.

Interexchange Service: The term "interexchange service" is the provision of intrastate telecommunications services and facilities between local exchanges and does not include EAS.

Interexchange Utility: The term "interexchange utility" means a utility, a resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges. A local exchange utility that provides interexchange service may also be considered an interexchange utility.

Local Exchange Utility: The term "local exchange utility" means a telephone utility that provides local service under a tariff filed with an appropriate state public utility commission. The utility may also provide other services and facilities such as access services.

Local Service: The term "local service" means telephone service furnished between customers or users located within an exchange area.

Local Service Area: The term "local service area" means the area within which are located the lines to which calls may be made under a specified schedule of exchange rates without payment of toll charges.

Local Utility: See "local exchange utility."

Message: The term "message" means "a" telephone call by a customer or user.

Premises: The term "premises" denotes the space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right-of-way, or a natural barrier.

Prorate: The term "prorate" means the basis sometimes used for determining the charge for service furnished for a period less than that used in specifying rates. The pro rata charge for a service for which the rate is specified on a monthly basis is 1/30 of the monthly rate times the number of days service was furnished.

Rates: The term "rates" shall mean recurring amounts billed to customers for regulated services and equipment.

Residential Service A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a residential, non-commercial, or non-business rate in the applicable local exchange service tariff for switched service.

Rotary Pulse: The term "rotary pulse" means the transmission of digital information from a customer's dial to the central office equipment. The numerical value of each digit in the dialed telephone number is determined by the number of on-hook intervals in a train of pulses. The on-hook intervals for each digit are separated by short off-hook intervals, and the digits themselves are separated by relatively long off-hook intervals.

Serving Exchange: The term "serving exchange" means a unit established for the administration of communication services in which Teleconnect holds itself out to provide service. The boundary of the serving exchange for Teleconnect is identical to that filed by the local utility.

Special Dialing Procedures: The term "special dialing procedures" means the dialing procedures which are an exception to the three step procedure. Special dialing procedures are available where a customer is in an equal access area and has registered specific lines with Teleconnect for "1+" dialing. When Teleconnect has been designated as the customer's primary interLATA carrier, and the call is an interLATA call, the call may be dialed in the following sequence:

1 + area code + long distance telephone number.

Suspend: The term "suspend" means temporary disconnection or impairment of service which shall disable either outgoing or incoming communications or both.

Switching Service: The term "switching service" means switching performed for the service lines.

Teleconnect Exchange: The term "Teleconnect exchange" means the serving exchange of the Metropolitan Los Angeles free calling area. Continued service to EAS exchanges may be contingent upon any and all conditions imposed by the tariff or the financial incentives or disincentives imposed by secondary exchange carrier tariffs.

Telephone Utility or Utility: The terms "telephone utility" or "utility" mean any person, partnership, business association, or corporation, domestic or foreign, owning or operating any facilities for furnishing communications service to the public for compensation.

Three-Step Dialing Procedure: The term "three-step dialing procedure" means Teleconnect access number + authorization code + area code + long distance telephone number.

Timely Payment: The term "timely payment" is a payment on a customer's account made on or before the due date shown: (1) on a current bill for rates and charges, or (2) by an agreement between the customer and utility for a series of partial payments to settle a delinquent account.

Toll Message: The term "toll message" means a message made between different exchange areas for which a charge is made.

Toll Rate: The term "toll rate" means the Catalog Schedule charge prescribed for toll messages, usually based upon the duration of the message, the distance between the exchanges, the day and time of the message.

Tone: The term "tone" means a DTMF signal.

Traffic: The term "traffic" means telephone call volume, based on number and duration of calls.

WATS Access Line: The term "WATS Access Line" means the special access line between the customer premise and the WATS serving office.

EXPLANATION OF ABBREVIATIONS

ANI	Automatic Number Identification
BPS	Bits per Second
BPI	Bits per Inch
Cal PUC	California Public Utility Commission
CO	Central Office
CPE	Customer Premises Equipment
DAL	Dedicated Access Line
DDD	Direct Distance Dialing
DTMF	Dual Tone Multi-Frequency
EAS	Extended Area Service
FCC	Federal Communications Commission
FGD	Feature Group D
ICB	Individual Case Basis
LATA	Local Access and Transport Area

LMS	Local Measured Service
OCC	Other Common Carriers
OS	Operating Systems
P.U.C.	Public Utility Commission
WAL	Wats Access Line

RULE NO. 2 - DESCRIPTION OF SERVICE

MAJOR SERVICES

DAYSAVER, DAYSAVER PLUS, AND MAX-SAVE

a. Nature of Service. DAYSAVER, DAYSAVER PLUS and MAX-SAVE Services are interexchange telephone services, which allow customers to originate calls from any specified Teleconnect exchange, as listed in the Tariff, and terminate calls in any intrastate location within the State of California. Usage charges are generally based on the distance, duration and time of day for each call.

b. Dialing Procedure. The DaySaver Plans and MAX-SAVE may be accessed only through the special dialing procedures.

Smart Minutes

a. Nature of Service. Smart Minutes (an add-on to interstate service) is an outbound Residential Service that allows customers to originate intrastate calls via Local Exchange Carrier Feature Group D access lines. A customer may pre-subscribe up to two lines for Smart Minutes or may access the Service by dialing 1010826.*

* If a customer dials 1010826, Smart Minutes rates apply only when a call is placed from a pre-subscribed Smart Minutes phone.

b. Availability Service is available on a limited geographic basis and for customers of certain local exchange carriers.

800 SERVICE

a. Nature of Service. 800 Service is an interexchange telephone service which allows a customer to receive calls from any station within the state of California at no toll charge to the calling party. The customer is responsible for all calls placed to the customer's 800 number.

b. Dialing Procedure. The dialing procedure for 800 Service is 1-800-NXX-XXXX, where the NXX-XXXX is the 800 number assigned to the customer.

c. Specific Plans Included in the 800 Service Family.
800 Services are comprised of the following play types:

.01 Profit Line*

.02 Profit Line Plus*

.03 **[Reserved For Future Use.]**

.04 800 SUPERWATS PLUS*

* Profit Line, Profit Line Plus and 800 SUPERWATS PLUS are registered Service Marks of Teleconnect Company.

d. Determination of Duration

.01 The duration of a call begins when the connection is established between the calling station and the desired telephone attendant board or PBX console.

.02 The duration of a call ends when the connection is terminated.

.03 The duration of a call does not include time lost because of faults or defects in service.

e. Determination of Time of Day

.01 Day. Daytime rates shall apply from 8:00 a.m. until 5:00 p.m., Monday through Friday.

.02 Evening. Evening rates shall apply from 5:00 p.m. until 11:00 p.m., Monday through Friday.

.03 Night/Weekend. Night/Weekend rates shall apply from 11:00p.m. until 8:00a.m., Monday through Friday. Saturday and Sunday applies to all day.

f. Availability. Teleconnect only offers its individual intrastate 800 services only as add-ons to Teleconnect's interstate 800 services.

OPERATOR SERVICES

a. APPLICABILITY
Operator Services applies to all interexchange telephone services messages made between two or more points within the State of California.

b. DESCRIPTION
Operator Services provides telecommunications on an intrastate basis to the customer. Operator Services charges cover the service furnished between the calling and called stations of service points, this includes all methods of originating and terminating operator services calls.

c. PROVISION OF SERVICE
Operator Services is available to and from customers of other carriers and telephone utilities with an arrangement for interchange of telephone traffic. This service is furnished through interconnecting equipment and local connecting facilities.

d. TYPE OF SERVICE

.01 Customer Dialed Calling Card Station Service - The customer dialed calling card station rate applies when the person originating the call:

(a) Dials zero (0) plus the desired number and the commercial credit card or Local Exchange Utility calling card number (where equipment is available) to complete the call without operator assistance, or
(b) Dials zero (0) plus the telephone number to complete the call. In such, cases operator assistance is limited to recording the commercial credit card or Local Exchange Utility calling card number for billing purposes, or
(c) Inserts a commercial credit card or Local Exchange Utility calling card into a telephone equipped card reader (where equipment is available), dials zero (0) plus the called telephone number to complete the call without operator assistance.

.02 Operator-Handled Station Service - An operator-handled station rate applies when calls are completed with the assistance of an operator (except in f. below).

.03 Operator-Handled Person Service - An operator-handled person rate applies when:

(a) A calling person names the particular party to be reached by an operator, including such a call paid for by coin deposit. The party may be.

- A person.
- A mobile station.
- A station, department or office reached through a PBX attendant.

(b) The calling party cannot speak to the intended person or station, but agrees to speak to someone else.

(c) The calling party requests an operator to make arrangements with a person to receive a call at a specified time.

e. TIMING OF CALLS

On customer dialed calling card station and operator-handled station, the timing of a call begins when the calling and called stations are connected.

On Person calls, the timing of a call begins when the calling party is connected to a specified person, number, or an agreed-upon alternate.

The timing for all calls ends when the calling party hangs up the telephone. If the called party hangs up, but the calling party does not, the timing of the calls ends when the automatic timing equipment or the Company operator releases the network connection.

The timing of a call does not include time lost because of service faults or defects that are reported to the Company.

f. COLLECTION OF CHARGES

Charges for all Teleconnect Operator Services messages are billed to the calling telephone number, except where the message are billed to:

.01 The called party as a collect call, and the charge is accepted by the called party. This does not apply if the called number is a coin telephone. In this case, the charge may be accepted, but must be billed to a commercial credit card or Local Exchange Utility calling card number or third number which the called party is authorized to use, otherwise the called party must originate a new call.

.02 A third telephone number, except a coin telephone number, which the calling party is authorized to use, anywhere in the United States or Canada.

.03 A commercial credit card or Local Exchange Utility calling card account when the party requesting such billing is authorized to use such a card. In order to control fraud, the Company may refuse

to accept calling cards which it determines to be invalid.

.04 Call Authorization

(a) To ensure billing is authorized, verification is made by the Company on all collect calls and periodically on third number calls.

(b) A call is authorized if the customer accepts the call, either by a live response or an answering device recording which states that calls are accepted, or if the billing is accepted by the customer.

(c) Calls that have been placed but are found to be unauthorized, will be rebilled to the number where the call originated.

g. PAYMENT OF CHARGES

The customer is responsible for payment of all charges for operator services furnished. This responsibility includes charges for all:

a. Messages originated at the customer's number.

b. Collect messages accepted at the customer's number.

c. Authorized messages billed to the customer's number.

d. Authorized messages billed to the customer's Local Exchange Utility calling card or commercial credit card.

OPTIONAL SERVICES - DESCRIPTION

ACCOUNT CODES

a. Description.

01. General. An Account Code Package is a service providing the customer with control, within prescribed limits, over the format of the bill. Account Codes can vary in length between two and four digits and are used by the customer to identify charge-back accounts and/or individuals.

02. Variable Length Account Codes. The customer may choose between three Account Code package sizes.

If this service is ordered, the customer must enter a valid Account Code at the end of the normal dialing sequence to complete a call.

When codes are ordered without the screened function, any digit meeting the package's parameters can be entered and will be registered as valid. Teleconnect is not responsible for invalid assignment of usage to a valid code.

03. "SECURE-CALL" Codes.

(a) General. In addition to subscribing to a variable-length Account Code package, the customer may request that the codes be "screened." The process of screening account codes is called SECURE-CALL Service. SECURE-CALL Service packages have certain specific codes within the parameters of the package invalidated. If one of these invalidated Account Codes is used in an attempt to place a call, the call will not be completed. Again, Teleconnect is not responsible for invalid assignment of usage to a valid code. Charges for screened accounts codes are in addition to charges for the initial account code package.

(b) Packaging. Predetermined packages of randomly selected 2, 3 and 4 digit account codes are available. Valid Codes can range from 25 to 1,000 codes for screened accounts.

04. Customized Screened Account Codes. Instead of using a predetermined package, customers are allowed to have specific account codes validated or invalidated according to their unique needs or wants. In this case the special packages of account codes are called Customized Screened
Account Codes.

The customer must first subscribe to Account Codes and pay the premiums for SECURE-CALL Codes in order to receive Customized Screened Account Codes.

SPEED CODES

a. Description. Speed Codes are 3-digit codes representing frequently called long distance numbers. They are provided in packets of 16 Speed Codes, or, in limited instances, in packets of 50 Speed Codes.

b. Fifty packet Speed Codes are available only to customers accessing the Teleconnect system with a DAL. Customers are limited to one Speed Code packet per authorization code.

AUTHORIZATION CODES

a. Description. Service under all plans includes one Authorization Code at no additional charge. Additional authorization codes may be supplied on request at an additional charge.

b. Availability. Any Teleconnect customer can purchase additional authorization codes.

CORPORATE BILLING

a. Availability. Corporate Billing is available to all customers having Authorization Codes and/or Account Codes.

MULTIPLE BILLING

a. Description. At a customer's request, multiple copies of that customer's bills will be furnished.

b. Availability. Multiple billing is available to any Teleconnect customer.

MAG TAPE/DISKETTE BILLING

a. Description

.01 Teleconnect will provide billing information and call detail on magnetic tape or diskette.

.02 Magnetic tape or diskette billings will be provided in the following formats:

(a)	Tape	-	1600 or 6420 bpi
		-	9 track
		-	standard OS labels or unlabeled
		-	IBM EBCDIC
(b)	Diskette	-	IBM 8-inch double sided double density
		-	floppy diskette
		-	Basic Exchange Format

b. Availability. Mag tape/diskette billing is available to all Teleconnect customers.

Teleconnect does not differentiate between a business or residential customer in any manner.

Information Required. When applying for interexchange service each prospective customer will be required to furnish Teleconnect the following information:

.01 Name of the party who will be responsible for payment for the interexchange service provided.

.02 Address or exact location of the premises where interexchange service is to be provided and billed.

.03 Any information required to make a proper determination of appropriate credit worthiness. Copies of different application forms are shown on page 92-T and page 93-T.

Selection of Service Type. Teleconnect offers several different types of service. Each is set forth separately in this catalog schedule. The customer is responsible for the selection of the service and the options.

Change of Service. The customer may change the service received and transfer to another service otherwise available to them. In such a case the customer will receive a credit against any one-time set-up fees for the new service in the amount of any one-time set-up fees paid upon the origination of the service being discontinued. If the one-time set-up fees for the new service are less than the one-time set-up fees for the service being discontinued, the customer shall pay no one-time set-up fee for the new service but shall not otherwise be entitled to any credits or remission from charges.

Additional Lines Required. When Teleconnect's interexchange service to the public is impaired by a customer's use of telephone service, Teleconnect shall have the right to require the customer to contract for and properly attend as many additional telephone lines as needed to adequately serve the customer's requirements, or to discontinue the service of the customer in question.

TRANSFERS OF SERVICE/RESPONSIBILITY FOR CHARGES ASSOCIATED WITH REQUESTED AUTHORIZATION CODES

Transfers. Transfers of service are not allowed. Service can be expanded to include use by the new spouse of an existing customer.

Requested Authorization Codes. When a customer requests that service be established by means of a specific, previously used authorization code or codes, all ongoing rates and charges associated with such code or codes will be made known to the prospective customer. Assignment of the code or codes to the prospective customer will be contingent upon the customer's acceptance of responsibility for all such ongoing rates and charges.

RULE NO. 4 – CONTRACTS

At present, Teleconnect serves no end-user customers via contractual agreements.

Teleconnect does hold itself out as acting as a carrier's carrier with other parties engaged interexchange service. Under these circumstances, Teleconnect does not hold itself as the responsible carrier to the end user customer. Instead, our obligations are to the carrier with whom Teleconnect has contracted. Under no circumstances should end-user parties served in such an arrangement be viewed as Teleconnect customers.

If and when other utilities provide Teleconnect with facilities and impose individual case basis installation charges or contracts requiring basic termination liabilities, Teleconnect will pass these obligations on to those customers who make use of such facilities. Teleconnect will use the same type of instruments of obligation with the customers as the utility providing the facilities imposes on Teleconnect.

Service may be terminated prior to the expiration of the initial service period may be terminated at the end of a billing period, without charge except for payment of all rates and charges due for service which has been already furnished.

RULE NO. 5 – SPECIAL INFORMATION REQUIRED ON FORMS

Teleconnect requires its prospective customers to provide all information shown on any form Teleconnect submits to a prospective customer. Also, the applicant will need to provide any additional information necessary to perform a credit check. Finally, Teleconnect may demand written clarification or written support of contested facts concerning any aspect of the customer's application.

RULE NO. 6 – ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

Teleconnect reserves the right to examine the credit record of all applicants and customers.

Teleconnect may examine the credit profile/record of any applicant prior to accepting the subscription order. Negotiation of customer's advance payment shall not in itself obligate the carrier to providing services, if a later check of applicant's credit record is, in the opinion of Teleconnect contrary to the best interest of Teleconnect. In the event Teleconnect denies an applicant, then the applicant shall be notified in writing and refunded any monies paid within five days, or upon notification by the carrier's bank that applicant's check (if previously deposited) has been paid by applicant's bank.

RULE NO. 7 – DEPOSITS

APPLICATION OF DEPOSITS

a. A carrier may require a deposit to establish or re-establish service if and only if an applicant for service is unable to demonstrate acceptable credit to the satisfaction of the carrier. Failure to provide a social security number shall not be cause for requiring a deposit. A carrier may not require for its own benefit a deposit for services provided by another carrier, or refuse to accept a deposit in lieu of demonstrating satisfactory credit.

b. Amount. The amount of the deposit shall not be more than the total of two months tariffed services. The amount of tariffed services may be estimated from past toll usage, customer estimated anticipated usage or Teleconnect network average toll usage considering type and nature of service. The amount of deposit may exceed this total when service is provided for short periods of time or special occasions.

c. Existing Customer. An existing customer may be required to make a deposit or to increase a deposit presently held when a deposit is inadequate to cover two months interexchange service, interex- change usage is abnormal or the customer's credit is impaired. Service may be disconnected unless the new or additional deposit is made within 12 days after written notification.

d. Abnormal Usage After Six Months. For customers with at least six consecutive months of service, abnormal usage of interexchange service is defined as at least a twenty-five percent increase in monthly interexchange charges amounting to at least twenty dollars. The customer's average monthly interexchange bills for not less than the prior three months shall be used in determining the increase.

e. Abnormal Usage Before Six Months. For customers with less than six consecutive months of service, abnormal usage of interexchange service is defined as when one month's interexchange service exceeds the deposit attributable to interexchange service by at least twenty-five percent, amounting to at least twenty-five dollars.

f. Handling of Deposits. Deposits shall be sent to: Teleconnect Company, 500 Second Avenue S.E., Cedar Rapids, Iowa 52401. Teleconnect will maintain records which show the name and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Unclaimed deposits together with accrued interest shall be credited to an appropriate account and shall be disposed of in accordance with

the law.

g. Receipts. A receipt of deposit will be furnished to each customer from whom a deposit is received. Upon customer request, duplicate receipts will be provided to customers who have lost their receipt if the deposit is substantiated by Teleconnect's records.

h. Customer Obligations. The fact that a deposit has been made in no way relieves the customer from complying with Teleconnect's regulations as to the prompt payment of bills.

i. Interest. Deposits shall earn on the monthly, unused balance not less than simple annual interest based on the three-month financial commercial paper rate published by the Federal Reserve Board, on November 30th, of the prior year.

j. Refund or Credit. The deposit shall be refunded or credited to the customer after not more than twelve consecutive months of prompt payment. Within thirty days of issuance of the final bill, the amount of the deposit plus any accrued interest is credited to the customer's account and any credit balance is refunded.

k. Re-establishment of Deposit. If the customer is delinquent one or more months during any twelve month period, Teleconnect may implement or re-implement a deposit as set forth in this catalog schedule.

ADVANCE PAYMENTS

a. Applicants. Applicants for interexchange service who are required to make a deposit may be required to pay in advance of installation any service connection or installation changes.

b. Existing Customers. Existing customers who apply for additional interexchange service or changes in their existing service may be required to make advance payments, as described above, when the customer does not meet Teleconnect's credit standards or a sufficient credit history is unavailable.

RULE NO. 8 – NOTICE OF DISCONNECTION OF SERVICE

DISCONNECTION

Teleconnect disconnects in the manner described in RULE 11.

RULE NO. 9 – RENDERING AND PAYMENT OF BILLS

BILLS

a. Regular Bills. Regular customer bills are issued monthly. Each bill contains the dates included in the billing period, dates for service charges associated with work performed and the last date for timely payment. Bills include the amount the customer is charged, stated by category, sales tax and excise tax, with separate entries for total amounts current or in arrears.

b. Customer Requested Adjustments. Reasonable customer requested adjustments to monthly bills may be made if the customer brings the desired adjustment to Teleconnect's attention within 60 days of issuance of the bill. Teleconnect reserves the right to extend the period for adjustments beyond the 60 day period if, in Teleconnect's judgment, the situation so warrants.

TERMS AND CONDITIONS

Service is provided and billed on the basis of a minimum period of at least one month beginning on the date that billing becomes effective, and continues to be provided until the customer requests cancellation or until Teleconnect disconnects service pursuant to the provisions of this catalog schedule.

PAYMENT FOR SERVICE

The rates specified in this catalog schedule are generally rates based on usage, billed monthly, and generally payable in arrears except as otherwise provided.

All customers shall be permitted to have a last date for timely payment changeable for cause in writing. Such a change will become effective when acknowledged by Teleconnect. Until acknowledged, no change in date of timely payment is recognized by Teleconnect.

Customer payments are considered prompt when received at Teleconnect or its agent by the due date on the bill. The due date is 20 days after the bill is rendered and may be designated "due by," "pay by," or "if paid by" on the customer bill. Any customer not paying within 20 days is considered delinquent.

Teleconnect does not assess a late payment charge expt for forfeiture of High Volume Discounts (including multi-location discounts) as applicable to any service. In such cases, the late payment charge is forfeiture of the High Volume Discount applicable to all calls. This late charge will be assessed beginning with the first delinquent payment in any twelve month period. Teleconnect may request payment upon issuance of a final bill when service is terminated at the customer's request. For all other bills, payment will not be requested until the due date.

The customer is held responsible for all charges for services furnished at the customer's request and for all toll service furnished. Failure to receive a bill does not exempt the customer from prompt payment of the account. It is the customer's responsibility to contact Teleconnect when no bill is received.

Except as provided elsewhere in this catalog schedule, the rate for a fractional part of a billing period is a pro rata share of the rates for a full billing period as specified in this catalog schedule. If the prorating indicates a refund is due, the refund is applied as a bill credit.

PAYMENT

Bills may be paid by mail or in person at the sales office of Teleconnect. All charges for service are payable only in United States Currency. Payment may be made by cash or check. A penalty charge of $10.00 will apply on all returned checks.

LATE PAYMENT

a. Legal Fees, Costs. The customer is liable for any legal fees incurred by Teleconnect in the process of collecting a past-due amount. The amount of these fees can be determined by officers of the court if the proceedings are fully litigated. If the customer acquiesces to Teleconnect's demand for payment before a judgment is rendered, Teleconnect will bill the delinquent customer for costs incurred to that point. The customer is entitled to a statement of legal fees that are being assessed.

b. Customer Deposits. Teleconnect will apply a customer's deposit on file toward that customer's delinquent payment amount.

c. High Volume Discount. DaySaver Plus customers who submit delinquent payments shall forfeit the High Volume Discount as specified in this catalog schedule.

INITIAL SERVICE PERIODS AND TERMINATION OF SERVICE

Subscribers may cancel without termination fees or penalties any new tariffed service or any new contract for service within 30 days after the new service is initiated. This Rule does not relieve the subscriber from payment for per use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on the customer’s premises (such as wiring or equipment installation) before the subscriber canceled.

OTHER COMPANIES' CHARGES

Teleconnect is not in all cases responsible for local telephone charges incurred by the customer in gaining access to the carrier's network. Only when Teleconnect is the designated agent of the customer for ordering DALs, WALs, etc. does such an obligation exist.

PAYMENT FOR USAGE

Usage is billed in arrears.

RULE NO. 10 – DISPUTED BILLS

All disputed charges for any telecommunications service are subject to a rebuttable presumption that the charges are unauthorized unless there is (i) a record of affirmative subscriber authorization; (ii) a demonstrated pattern of knowledgeable past use; or (iii) other persuasive evidence of authorization.

CUSTOMER COMPLAINTS

A customer or prospective customer may initiate a complaint with Teleconnect on any relevant matter by telephone, in person, or in writing directed to Teleconnect at any of its offices. Teleconnect's response to the complaint will generally be in the same form used by the customer. However, Teleconnect may respond to written complaints by telephone or personal visits when it believes such communications will be effective in resolution of the issues.

The customer may at any point during resolution of the complaint seek review by a supervisor or manager. If the customer is still not satisfied, the nature of the complaint with sufficient detail to afford an investigation should be documented and addressed to: Director of Customer Service, Teleconnect Company, 500 Second Avenue S.E., Cedar Rapids, Iowa 52401.

In the event of a billing dispute between the customer and Teleconnect for services furnished to the customer which cannot be settled to their mutual satisfaction, the customer may appeal to the Commission for its investigation and decision. The addresses of the California Public Utilities Commission are (1) 505 Van Ness Avenue, San Francisco, California 94102, and (2) State Office, 107 South Broadway, Los Angeles, California 90012.

RULE NO. 11 – DISCONTINUANCE AND RESTORATION OF SERVICE

DISCONNECTION OF SERVICE

Teleconnect will follow the appropriate state requirements.

a. Without Prior Notice. Interexchange service may be refused or disconnected without prior notice by Teleconnect for the following reasons:

.01 In the event of a condition on the customer's premises determined by Teleconnect to be hazardous.

.02 In the event of customer's user in such a manner as to adversely affect Teleconnect's facilities or Teleconnect's service to others.

.03 In the event of tampering with facilities leased or owned by Teleconnect.

.04 In the event of interexchange service being used by a customer in connection with a plan or contrivance to secure a large volume of interexchange calls to be directed to such customer or the telephone service of any designated customer at or about the same time, resulting in preventing, obstructing, or delaying the interexchange service of others.

.05 In the event of unauthorized use following the disconnection of service for any of these reasons, Teleconnect will notify the telephone customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where a customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

b. With Prior Notice. Service can be disconnected with prior notice for the following reasons:

.01 In the event the customer is indebted to Teleconnect for the same type of telephone service previously furnished.

.02 In the event the customer supplied false or inaccurate information of a material nature in order to obtain telephone service.

.03 For failure of the customer or prospective customer to furnish service equipment, permits, certificates, rights of way necessary to obtain service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon him or her as conditions of obtaining service by a contract filed with and subject to the regulatory authority of the Commission.

.04 For failure of the customer to permit Teleconnect reasonable access to its facilities on the customer's premises.

.05 For nonpayment of a bill, where a reasonable attempt has been made at collection, except bills for: merchandise purchased from Teleconnect or a different class of service.

.06 For nonpayment of deposit as specified.

.07 In the event the service is or is likely to be used for unlawful purposes.

.08 Any other violation of the conditions governing the furnishing of service.

.09 For violation or noncompliance with Teleconnect's rule on file with the Commission, the requirements on any municipal ordinance, regulation or law pertaining to the service.

c. Notice. For disconnection with prior notice, written notice of a pending disconnect will be rendered five days prior to the disconnection. The notice will include all reasons for the disconnect and the final date by which payment is to be made or specific action taken. The notice will include a toll-free number where a customer can obtain additional information. A notice of disconnect based upon nonpayment will not be issued until the bill becomes delinquent. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

d. Unusual Circumstances. In unusual credit circumstances or abnormal usage of service which would result in undue revenue loss, disconnection may occur prior to the expiration of the seven-day notice.

e. Time Restrictions on Disconnection. Except as provided for disconnect without prior notice or in unusual credit circumstances or abnormal usage of service, no calls will be disconnected on the day preceding or the day on which Teleconnect is closed. Service will not be disconnected on a weekend, holiday, or after 2 p.m. unless service can be reconnected the same day.

SUSPENDED SERVICE

Teleconnect may suspend service when a customer is delinquent in payment. Teleconnect will issue the same five-day notice for suspension of service as is issued for termination of service. If Teleconnect and the customer cannot resolve payment of the delinquent bill, service may be terminated without any additional notice, and without service being reestablished.

DEACTIVATION OF SERVICE

If a customer's Teleconnect service is unused for a period of six consecutive months, the customer's authorization code may be deactivated. Deactivation of an authorization code under this section will be done only upon five days notice to the customer. Service will be restored by issuance of a new authorization code without charge upon subsequent written request of the customer.

PAYMENT TO HAVE SERVICE RESTORED

The maximum payment required for restoration of service that existed prior to disconnection shall be the total past-due amount, applicable charges, an Advance Payment and Deposit as specified elsewhere in this catalog schedule and where permitted by state tariff, a restoration of service charge.

RESTORAL OF SERVICE CHARGE

If a subscriber has had service disconnect involuntarily and has been properly noticed, Teleconnect may assess a reasonable restoral of service charge to reconnect service. The restoral of service charge will be applicable in an amount up to $50.00.

RULE NO. 12 – OPTIONAL RATES AND INFORMATION TO BE PROVIDED TO THE PUBLIC

In the event of adoption by the carrier of new or optional schedules of rates, the carrier will advise its customers through bill stuffers that they are available.

A copy of this catalog schedule and advice letters will be available for public inspection in the carrier's sales office during regular business hours.

The carrier will post in a conspicuous place in its business office, a notice to the effect that a copy of this catalog schedule and advice letters as filed with the Cal. P.U.C. are available for public inspection.

TEMPORARY SERVICE

Temporary service or service to speculative projects will be provided if consistent with the best interest of Teleconnect. Rates and conditions for such service will be those published in this catalog schedule. Any customer paying the normal subscription fees shall be eligible to utilize the service.

From time to time Telecom*USA may provide certain special, temporary promotional offerings to its customers. These offerings may be limited to certain dates, times and locations.

RULE NO. 14 – CONTINUITY OF SERVICE

GENERAL

Teleconnect offers its services 24 hours a day, seven days a week, 365 days a year.

LIABILITY

a. Limitation. The liability of Teleconnect for damages to any party arising out of mistakes, omissions, interruption, delays, errors, or defects in transmission occurring in the course of furnishing service or facilities shall in no event exceed an amount equivalent to the metered rate charged by Teleconnect for the defective call or, for nonmetered services, the proportionate rate to the customer for the period of service during which mistake, omission, interruption, delay, error, or defect in transmission occurs.

b. Out of Service Conditions. Teleconnect shall make all reasonable efforts to prevent out of service conditions. An out of service condition exists when Teleconnect facilities, either leased or owned, are either not functioning or are malfunctioning such that the customer can complete no interexchange calls on the Teleconnect network or such that the quality of transmission of all calls on the Teleconnect network is degraded below the minimum acceptable standard.

c. Out of Service Adjustment. In the event of an out of service condition which is not due to the negligence or willful act of the customer and which is due to the failure of a Teleconnect-owned or leased facility, a pro rata adjustment will be made of any fixed monthly or annual rates for the service affected by said out of service conditions as follows:

.01 The out of service period will be considered to begin at the time the customer first notifies Teleconnect of the service outage. If, in the judgment of Teleconnect, circumstances prevent a customer from notifying Teleconnect of an out of service condition, the requirement for notification to Teleconnect may be waived, in which case the out of service period will begin with the time at

which the out of service condition is first known to Teleconnect.

.02 When the out of service period extends beyond twenty-four (24) hours, the charges for the service affected will be voluntarily adjusted on a pro rata basis for the duration of the service outage.

.03 When an out of service condition continues for a period of less than twenty-four (24) hours, adjustments for such outages will be made if in the opinion of Teleconnect circumstances so warrant.

d. Customer Equipment. Teleconnect shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission or other injury, which is caused by customer provided equipment or non-Teleconnect services being used in conjunction with Teleconnect service. It shall be the customer's responsibility to ensure that the customer premises equipment is compatible with the service furnished by Teleconnect.

e. Voice Grace Service. Unless an application is specifically guaranteed by Teleconnect, Teleconnect shall not be liable for damages arising out of the use of the Teleconnect network for the transmission of other than voice grade service.

RULE NO. 15 – EMPLOYEE SERVICE

Employees of Teleconnect receive no special rates or discounts.

RULE NO. 16 – SERVICE CONNECTION AND FACILITIES

INTERCONNECTION WITH OTHER CARRIERS

Service furnished by Teleconnect may be connected with services or facilities of another participating carrier or may be provided over facilities solely provided by local utilities and/or interexchange carriers other than Teleconnect. Service furnished by Teleconnect is not part of a joint undertaking with such other carriers.

MAINTENANCE AND REPAIR

a. Customer Liability. The customer shall be responsible for damages to Teleconnect's leased or owned facilities caused by the negligence or willful act of the customer or those using Teleconnect service through the customer. The customer or those using Teleconnect service through the customer may not alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, or permit others to alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, any Teleconnect facilities except upon written consent of Teleconnect.

b. Leased or Owned Facilities. The customer's obligation to Teleconnect is the same whether the facilities involved are Teleconnect-owned facilities or are facilities leased by Teleconnect from another party. If Teleconnect incurs expenses due to the customer's actions which result in damage to or impairment of Teleconnect leased facilities, Teleconnect will pass through to the customer any and all expense which the owner of the facilities imposes on Teleconnect.

c. Limitation on Liability. Teleconnect should have no liability for any damage resulting from actions prohibited under this catalog schedule, including but not limited to:

.01 Lawsuits or other legal action

.02 Damage caused by abnormal voltage

.03 Fire

.04 Medical expense, lost wages, and other expenses for injured personnel

.05 Damage to C.P.E. or inside wiring

.06 Damage to the customer's premise

.07 Any and all other losses suffered by the customer

RULE NO. 17 – MEASUREMENT OF SERVICE

DETERMINATION OF DURATION

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.

.02 Chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

Teleconnect's typical connection is an FGD and therefore, does receive hard-wire voice detection for one plus calls placed over its network.

In those limited cases where hard-wire voice detection is not available, Teleconnect makes use of software voice detection and, therefore, has confidence in our ability to measure usage.

RULE NO. 18 – METER TESTS AND ADJUSTMENT OF BILLS FOR METER ERROR

Rule not applicable.

RULE NO. 19 – SUPPLY TO SEPARATE PREMISES AND RESALE

Rule not applicable.

RULE NO. 20 – LIMITATIONS

AVAILABILITY OF FACILITIES, REQUIREMENTS OF SUPPLIERS

Service is offered subject to the availability of facilities, both leased and owned; the requirements imposed by facility based carriers and their tariffs, and the provisions of this catalog schedule.

FORCE MAJEURE

Teleconnect reserves the right to discontinue furnishing service upon written notice when necessitated by events or circumstances beyond its control or when the customer is using the service in violation of the provisions of the Tariff or in violation of the law.

RULE NO. 21 – USE OF SERVICE FOR UNLAWFUL PURPOSES

The services tariffed are furnished subject to the condition that they will not be used for any unlawful purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If Teleconnect receives other evidence

giving reasonable cause to believe that such services are being or are likely to be so used, it will either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

RULE NO. 22 – AFFILIATIONS

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

RULE NO. 23 – INDEMNIFICATION

INDEMNIFICATION

The customer indemnifies and saves Teleconnect harmless against all claims arising out of any act or omission of the customer in connection with services provided by Teleconnect, including but not limited to:

.01 Claims arising from the content or use of material transmitted over its facilities, including claims for libel, slander, or infringement of copyright.

.02 Claims for infringement of patents arising from the use of Teleconnect services in connection with the facilities, apparatus, or systems of the customer.

RULE NO. 24 – UNAUTHORIZED USE

UNAUTHORIZED USE

Any individual who uses or receives Teleconnect service, other than under the provisions of an accepted application for service and a current customer relationship, shall be liable both for the tariffed cost of the service received and for Teleconnect's costs of investigation and collection.

RULE NO. 25 – RESERVED FOR FUTURE USE

RULE NO. 26 – RESERVED FOR FUTURE USE

RULE NO. 27 - BACKBILLING PROCEDURE

A bill shall not include any previously unbilled charge for service furnished prior to three (3) months immediately preceding the date of the bill.

The following are exceptions which would allow backbilling beyond the prior three months:

1) Collect Calls

2) Credit Card Calls

3) Third Party Calls

4) "Error File" Calls (calls which cannot be billed due to the unavailability of complete billing information to the LEC).

7) Backbilling for a period of one and one-half (1-1/2) years will be permitted in cases involving toll fraud.

RULE NO. 28 – CANCELLATION AND RESTORATION OF SERVICE

A. CANCELLATION

1. CANCELLATION OF SERVICE BY A CUSTOMER

.01 If a customer cancels his order for service before the service begins, before completion of the minimum period or before completion or some other period mutually agreed upon by the customer and MCI, a charge will be levied upon the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by MCI and not fully reimbursed by installation and monthly charges. If, based on an order by a customer, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by the customer.

.02 If an order for installation is delayed for more than 30 days beyond the due date, and such delay is not requested or caused by the customer, the customer may cancel the order without incurring cancellation charges.

2. CANCELLATION FOR CAUSE BY MCI

.01 MCI may discontinue the furnishing of any and/or all service(s) to a customer, without incurring any liability:

.011 Immediately and without notice if MCI deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, MCI may discontinue service pursuant to this sub-section A.2.011 if:

.0111 The customer refuses to furnish information to MCI regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or

.0112 The customer provided false information to MCI regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of MCI service(s); or

.0113 The customer states that it will not comply with a request of MCI for security for the payment for service(s) in accordance with Rule No. 7; or

.0114 The customer has been given written notice by MCI of any past due amount, which remains unpaid in whole or in part, for any of MCI's other common carrier communications services to which the customer either

subscribes or had subscribed or used; or

.0115 The customer either (1) accesses MCI service by dialing 1010222, or any other MCI carrier identification code, or (2) having (T) presubscribed to MCI's Dial "1" Long Distance Service (Option A), has had its account(s) canceled and has been removed from MCI's billing system and is being billed for its subsequent use of MCI's network by the local exchange carrier, and either refuses to pay when billed for MCI service(s) or indicates to MCI or its billing entity that it will not pay for MCI services(s) used by it.

RULE NO. 29 – USE OF SERVICE FOR RESIDENTIAL AND SMALL BUSINESS CUSTOMERS

1. Effective February 1, 2009, the Company will no longer offer long distance service to new customers in areas in which local exchange service is provided by any subsidiary or affiliate of Verizon not subject to this tariff. Customers currently subscribed to Company service will no longer be able to move, add to, or change the service to which they are subscribed, except that customers may switch to a different Company service for which they are eligible if they wish. All residential and small business end users will continue to be able to access the Company network and will be subject to this tariff on a non-presubscribed basis, e.g. collect calling, "dial around" services, or where their local exchange carrier installs the Company as the long distance PIC without the customer directly signing up with the Company for any calling plan.

Sixth Revision

TITLE SHEET

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

EFFECTIVE 06/01/13

_____

CHANGE SHEET

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

Revisions to Catalog Schedule No. 1, Effective 06/01/13

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PRELIMINARY STATEMENT

This catalog schedule contains all effective rates and rules together with information relating to, and applicable to Teleconnect's Services.

Teleconnect Services also provides interstate telecommunications service within the United States.

Effective August 1, 2001, pursuant to the direction of the Federal Communications Commission (FCC), Teleconnect is canceling its federal tariffs for services with certain exceptions, including those pertaining to exchange access, casual calling, and basic long distance service during a 45-day period for customers who sign up for Teleconnect service with a Local Exchange Carrier (LEC). International services for Residential and Small Business customers will also remain tariffed through January 27, 2002. Beginning August 1, service descriptions, definitions, terms and conditions, and pricing for the Business Markets services no longer federally tariffed may be found in the "Service Publication and Price Guide" located at the website http://www.worldcom.com. Also, beginning August 1, service descriptions, definitions, terms and conditions, and pricing for state-to-state Residential and Small Business services no longer federally tariffed may be found i) at http://www.mci.com/service for Residential services and http://www.mci.com/sb/service_agreement for Small Business services, or ii) by calling 1-800-444-3333.

SERVICE AREA MAP

Teleconnect provides switched intrastate long distance telecommunications services within the State of California.

Teleconnect has been granted authority by the Cal. P.U.C. to provide service within the State of California.



SERVICE AREA

In the following exchanges Teleconnect offers FGD connections only for access to its services. In such situations, only subscribers served from a local switch, which has been converted to equal access, can obtain service from Teleconnect.

Metro Los Angeles
Metro San Francisco
Metro San Jose
Metro Oakland
Metro San Diego
Metro Sacramento #3
Metro Bakersfield
Metro Stockton #9
Metro Santa Rosa
Metro Modesto
Agoura Hills
Anaheim
Buena Park
Burbank
Canoga Park
Carson
Chico
Colton
Concord
Metro Napa
Metro Fairfield
Metro Visalia
Metro Salinas
Metro San Bernadino
Metro Pomona
Metro Ontario
Metro Oceanside #6
Metro Richmond
Metro Monterey
Mar Vista
Montebello
Newark
Norwalk
Orange
Palo Alto
Pinole
Redondo Beach
Redwood City

Culver City	Reseda
Danville	San Carlos
Downey	San Leandro
El Monte	San Mateo
El Segundo	San Rafael
Fremont	Santa Ana
Glendale	Santa Barbara
Hawthorne	Santa Cruz
Inglewood	Torrance
Lomita	Van Nuys
Long Beach	West Lakeville
Westminster	

RATE SCHEDULE

APPLICABILITY

This catalog schedule applies to intrastate interexchange telecommunications service furnished by Teleconnect Company (Teleconnect).

TERRITORY

Within the areas of all exchanges, as said exchanges are defined on Sheet 10-T herein, as authorized by the California P.U.C.

DAYSAVER AND DAYSAVER PLUS RATES
(Effective January 1, 1995, Daysaver Plus will no longer be available to new subscribers.)

a. Day Rates. These rates are applicable 8:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of holidays.

Initial 30 seconds	Each additional six seconds
$0.1300	$0.0260

b. Evening/Night/Weekend Rates. These rates apply at all other times not listed in a. above.

Initial 30 seconds	Each additional six seconds
$0.0975	$0.0195

MAX-SAVE RATES

a. Day Rates. These rates are applicable 8:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of holidays.

Initial 30 seconds	Each additional six seconds
$0.1215	$0.0243

b. Evening/Night/Weekend Rates. These rates apply at all other times not listed in a. above.

Initial 30 seconds	Each additional six seconds
$0.0912	$0.0182

HIGH VOLUME DISCOUNTS

a. DaySaver Plus. DaySaver Plus customers' month call volumes are subject in whole or in part to high volume discounts. These discounts reduce a customer's bill below the amount of the cumulative message rate.

b. Exempt Calls. The following types of calls are not subject to a high volume discount and are not considered in calculating a customer's volume when determining the magnitude of that customer's high volume discount:

c. Application. At the end of each billing cycle the dollar volume of the customer's calls during the billing cycle is calculated. This is the aggregate of both interstate and intrastate calls, excluding those specified in Exempt Calls (b) above.

d. DaySaver Plus. For DaySaver Plus customers, the volume described in c. above will be used to determine the amount of the high volume discount. The high volume discount will be applied only to the daytime portion of that call volume.

e. Amount of Discount. The high volume discount applied is based on the volume of the customer's billing cycle calls, as follows:

Day Saver Plus

Volume of Billing Cycle Calls	High Volume Discount
$ 0 - $ 499.99	0%
$ 500 - $ 999.99	5%
$1,000 - $1,999.99	10%
$2,000 Plus	15%

RATES AND CHARGES - MONTHLY AND NONRECURRING -DAYSAVER, MAX-SAVE

The monthly and nonrecurring rates and charges applicable to DaySaver, DaySaver Plus and MAX-SAVE include one authorization code and are as follows:

Service	Monthly	Nonrecurring
DaySaver (Includes Teleconnect payment for PIC charges of up to $5.00 per line.)	N/A	$49.00
DaySaver Plus (Includes Teleconnect payment for PIC charges of up to $5.00.)	N/A	$49.00
MAX-SAVE	N/A	$00.00

SMARTminutes
(A customer may pre-subscribe up to two lines for SMARTminutes or may access the service by dialing 1010826. If a customer dials 1010826, SMARTminutes rates apply only when a call is placed from a pre-subscribed SMARTminutes phone.

(Effective October 12, 1998, SMARTminutes will not be available to new customers)

Usage Rates
All periods $0.07 per minute - Interlata
$0.07 per minute - Intralata

Features
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes.

SMARTminutes Calling Card
(Effective April 1, 1997, SMARTminutes Calling Card will no longer be available to new customers.)

Customers will be charged a per minuted usage rate and a per call surcharge pursuant to Teleconnect' FCC Tariff No. 4, for all SMARTminutes Calling Card calls that originate and terminate in the state.

SMARTminutes Advantage
(Effective October 12, 1998, SMARTminutes Advantage will no longer be available to new customers)
(Service is available on a limited geographic basis and for customers of certain Local Exchange Carriers.)

SMARTminutes Advantage is an outbound residential service that allows customers to originate calls via Local Exchange Carrier Feature Group D (FGD) access lines. Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Advantage. All SMARTminutes Advantage calls are subject to an initial one-minute duration with additional one-minute increments.

Usage Rates - All periods	$0.07 per minute - Interlata
	$0.07 per minute - Intralata

SMARTminutes Advantage Calling Card
Customers will be charged a per minuted usage rate and a per call surcharge pursuant to Teleconnect's FCC Tariff No. 4, for all SMARTminutes Advantage Calling Card calls that originate and terminate in the state.

Savings Club
Savings Club is an outbound residential service that allows customers to originate calls via Local Exchange Carrier Feature Group D (FGD) access lines. A customer may designate up to two lines for Savings Club Service. Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to Savings Club. All Savings Club calls are subject to an initial one-minute duration with additional one-minute increments.

Usage Rates - All periods	$0.07 per minute - Interlata
	$0.07 per minute - Intralata

SMARTminutes for business
(Effective April 1, 1997, this service will no longer be available to new customers.)

Description:
SMARTminutes for business (an add-on to interstate service) is an inbound and outbound Commercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company carrier identification code (CIC); or (3) using a calling card access telephone number and personal identification number (PIN). Inbound service is accessed using common business line 800 termination. All SMARTminutes for business calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

Recurring charges:
Customers subscribing to inbound service will be charge a fee as described in Teleconnect's FCC Tariff No. 4 per month per 800 number.

Usage Rates:

Outbound:	$0.19 per minute	All periods
Calling Card:	$0.19 per minute	All periods
Inbound:	$0.19 per minute	All periods

Surcharge:
Calling Card surcharge: $1.20

Feature:
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes for business.

SMARTminutes for business Term Plan:
The SMARTminutes for business Term Plan is a term plan that provides discounts off intrastate usage rates. Customers who enroll in this plan will receive discounts (as described in Teleconnect's FCC Tariff No. 4) off standard tariffed rates for SMARTminutes for business. Directory Assistance, Operator Services and monthly recurring charges are not discountable.

Term Commitment and Renewal Option:
A customer must commit to service for a term of either one or two years. The term of the SMARTminutes for business Term Plan will commence no earlier than the first day of the billing month in which the customer subscribes to the plan. Upon expiration of the term, the customer will revert to standard tariffed rates for SMARTminutes for business.

Early Termination:
Discontinuance of service under the SMARTminutes for business Term Plan prior to the expiration of the committed therm constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge as described in Teleconnect's FCC Tariff No. 4.

Monthly Minimum Usage Fee
A fee up to $5.00 per account will be assessed if the total charges are less than $5.00 per account per monthly invoice.

Toll Free: Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

SMARTminutes Toll Free
(Effective April 1, 1997, this service will no longer be available to new customers.)

1. Description

   Nature of Service: SMARTminutes Toll Free is an inbound and outbound Commercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company Carrier Identification Code (CIC). Inbound service is accessed using common business line 800 terminations. SMARTminutes Toll Free calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

2. Availability

   a. SMARTminutes Toll Free is available for calling within the state.

   b. SMARTminutes Toll Free is only offered as an add-on to Teleconnect's interstate SMARTminutes Toll Free offering.

3. Rates and Charges

   a. Usage rates:

      Direct Dial
      $0.19 for all time of day rate periods for both inbound and outbound calls.

      Calling Card
      Customers will be charged a per minuted usage rate of $ 0.23 and a per call surcharge of $1.20 for all SMARTminutes Toll Free Calling Card calls that originate and terminate in the state.

   b. Features:
      Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Toll Free.

c. Toll Free:
Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

SMARTminutes Buy Down Plan
(Effective April 1, 1997, this service will no longer be available to new customers.)

1. Description

Nature of Service: SMARTminutes Buy Down Plan is an outbound Comercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company Carrier Identification Code (CIC). SMARTminutes Buy Down Plan calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

2. Availability

a. SMARTminutes Buy Down Plan is available for calling within the state.

b. SMARTminutes Buy Down Plan is only offered as an add-on to Teleconnect's interstate

SMARTminutes Buy Down Plan offering.

3. Rates and Charges

a. Usage rates:

Direct Dial
$0.19 for all time of day rate periods for both inbound and outbound calls.

Calling Card
Customers will be charged a per minuted usage rate of $0.23 and a per call surcharge of $1.20 for all SMARTminutes Buy Down Plan Calling Card calls that originate and terminate in the state.

b. Features:
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Buy Down Plan.

c. Toll Free:
Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

10-10-321

1. Description
Teleconnect will offer the following plan to customers who access Teleconnect service by dialing the access number 10-10-321. Calls will be rounded to the nearest full minute. When application of the usage rates results in a fraction of a cent, the call will be rounded down to the nearest whole cent. Calls beginning in one rate period and ending in another rate period will be billed the rate in effect for each period in which the call applies. Customers will receive the following rates for intrastate and intralata calls.

.011 InterLATA per minute usage rates
$0.20

.012 IntraLATA per minute usage rates
$0.11

10-10-220

The Company will offer the following plan for customers who access company service by dialing the Company designated Carrier Identification Code (CIC), 10-10-220. The customer will be charged $1.20 for the first 10 minutes (or any portion thereof) of usage per call and $0.20 per minute for each minute of usage thereafter.

10-10-987 Calling:

1. Description:
   1010987 Calling is an outbound service that allows customers to originate intrastate (interLATA and intraLATA) calls via local exchange carrier access facilities.

2. Rates:
   Customers who access Teleconnect services by dialing Company carrier identification code (CIC) 1010987 will be charged i) a per-call surcharge of **$0.83** and ii) $0.06 per minute for each minute of intrastate (interLATA and intraLATA) usage, excluding calls to Operator Services and Directory Assistance.

Casual Caller

An instate InterLATA and IntraLATA per minute rate of $1.27 with no surcharge is applicable to calls placed by Casual Callers who access Company service by direct dial access or by dialing 1010222, 1010286 or any other Company Carrier Identification Code. A $2.50 per call surcharge applies to these calls.

TUSA TalkSmarter Block-of-Time 500
(Effective June 1, 2008, TUSA TalkSmarter Block-of-Time 500 will no longer be available to new customers and existing customers of this service will no longer be able to move, add to, or make changes to their service.)

TUSA TalkSmarter 500 is an outbound and inbound service designed primarily for residential customers. TUSA TalkSmarter 500 includes a block of time structure with a flat rate structure for Dial 1 calls made outside the block-of-time allotment, and a flat rate structure for calling card service. No term plan options will apply to this service. All intrastate Dial-1 calls and calling card calls will have a 60 second rounding. If the computed charge includes a fraction of a cent, the fraction is rounded down to the nearest whole cent. A monthly charge will apply to this service.

Monthly Account Fees: Customers enrolled in this plan will be charged a $15.00 monthly recurring charge.

Access Methods and Charges:

g) Dial-1 Access: TUSA TalkSmarter Block-of-Time 500 can be used for Dial-1 access. Customers will receive an allotment of up to 500 minutes per monthly period that may be used for interstate and intrastate (interLATA and intraLATA) dial-1 usage. TUSA TalkSmarter Block-of-Time 500 customers will be charged the following rates for each minute of usage over the allotment. Customers may place these calls 24 hours a day and 7 days a week.

   Intrastate (InterLATA & IntraLATA) per minute charge: $0.03

h) Calling Card: TUSA TalkSmarter Block-of-Time 500 Calling Card access is available for origination from touch tone or rotary phones by dialing an MCI provided 800 number. Customers will be charged a per minute rate of $0.15 for all time periods for all intrastate calling card calls which terminate to the customers billed ANI. No per call surcharge will apply to these calls. All other calls will be charged a per minute rate of $0.89 for all intraLATA and interLATA calling card calls. No per call surcharge will apply to these calls.

c) Personal 800 Number: Personal 800 is non-applicable to customers who subscribe to this service.

d) Directory Assistance/Directory Assistance Call Completion:

A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One request may be made on each directory assistance call. The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number. Customers may request the Directory Assistance operator to complete a call to the last number requested on that particular Directory Assistance call. The customer will be charge a usage rate in accordance with the Company Local Exchange Service to which the customer is presubscribed for completed calls.

Directory Assistance	$1.99
Directory Assistance Call Completion Per Call Charge:	$0.35

e) Operator Assistance: **(Effective December 5, 2011, Commercial credit card billing for operator assisted calls will no longer be available where payment is made via an automated or live operator.)**
Operator Services are outbound services allowing the customers to originate calls via local exchange carrier facilities, or by using a Company or Local Exchange Carrier calling card. All Operator Services calls are subjected to a one minute initial increment with additional one minute increments. When a call is subject to more than one service charge, only the highest service charge applies.

Per Minute Rates

Mileage Band	Business Day 1st	Business Day / add'l	Evening 1st	Evening / add'l	Night/Weekend 1st	Night/Weekend / add'l
0-10	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
11-22	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
23-55	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
56-124	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
125-292	$0.65	$0.65	$0.65	$0.65	$0.33	$0.65
293+	$0.65	$0.65	$0.65	$0.65	$0.36	$0.65

Surcharge: The following surcharge apply with a one time per-call placement charge added to the initial minute of each Teleconnect Operator Service call.

Per Call Surcharge

3rd Party:	$4.35
1st Party Station-to-Station:*	$4.35
1st Party Person-to-Person:*	$3.15
Station-to-Station Collect:	$4.35
Person-to-Person Collect:	$3.15
LEC/Commercial Calling Card:	$0.72
Operator Dialed:	$1.00

* For calls made from private residential or business phones by Casual Callers , which are completed with the assistance of a Teleconnect operator; an additional surcharge of $2.50 will apply.

TUSA TalkSmarter USA
(Effective June 1, 2008, TUSA TalkSmarter USA will no longer be available to new customers and existing customers of this service will no longer be able to move, add to, or make changes to their service.)

TUSA TalkSmarter USA is an outbound and inbound service designed primarily for residential customers. TUSA TalkSmarter USA includes a flat rate structure for Dial 1, and calling card service. No term plan options will apply to this service. All intrastate Dial-1 calls will have 60 second rounding for the first minute and 6 second for each additional minute. Intrastate Callings Card calls will have 60 second rounding. If the computed charge includes a fraction of a cent, the fraction is rounded down to the nearest whole cent. A monthly charge will apply to this service. Monthly Account Fees: Customers enrolled in this plan will be charged a $4.95 monthly recurring charge.

Access Methods and Charges:

g) Dial-1 Access: TUSA TalkSmarter USA can be used for Dial-1 access. Customers will be charged the following rates for intrastate (interLATA and intraLATA) dial-1 usage. Customers may place these calls 24 hours a day and 7 days a week.

Intrastate (InterLATA & IntraLATA) per minute charge:	$0.05

h) Calling Card: TUSA TalkSmarter USA Calling Card access is available for origination from touch tone or rotary phones by dialing an MCI provided 800number. Customers will be charged a per minute rate of $0.15 for all time periods for all intrastate calling card calls which terminate to the customers billed ANI. No per call surcharge will apply to these calls. All other calls will be charged a per minute rate of $0.89 for all intraLATA and interLATA calling card calls. No per call surcharge will apply to these calls.

c) Personal 800 Number: Personal 800 is non-applicable to customers who subscribe to this service.

d) Directory Assistance/Directory Assistance Call Completion: A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One request may be made on each directory assistance call. The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number. Customers may request the Directory Assistance operator to complete a call to the last number requested on that particular Directory Assistance call. The customer will be charge a usage rate in accordance with the Company Local Exchange Service to which the customer is presubscribed for completed calls.

Directory Assistance	$1.99
Directory Assistance Call Completion Per Call Charge:	$0.35

Basic Service

Basic Service is a one-way, dial-in dial-out multipoint service that allows customers to originate and terminate intrastate (interLATA and intraLATA) calls via Company-provided local business telephone lines. Subscribers to Basic Service may originate calls only in the city or cities in which they maintain an active Basic Service account. Basic Service calls are rounded to the next higher full minute.

Per Minute Usage Rates:

Interlata calls	
Peak	$0.15
Off - Peak	$0.10
Intralata calls	
Peak	$0.10
Off-Peak	$0.05

Telecom*USA Phone Cards

(Effective 5/1/11, Telecom*USA Phone Cards will no longer available to new customers.)
(Effective April 17, 2012, recharge requests on existing cards will no longer be processed.)

Telecom*USA Phone Cards is a prepaid calling card service that allows consumers to acquire and use cards to originate outbound direct dial calls via Telecom*USA provided 800 numbers. Telecom*USA Phone Cards can be used for both interstate and intrastate (intraLATA and interLATA) calls and are classified as MinutePass Branded Phone Cards where the calling service is provided by Telecom*USA (hereinafter “MinutePass Branded Phone Cards”).

There are two methods of providing MinutePass Branded Phone Card services to consumers as follows:

- Physical format which includes a preprinted phone number and a Personal Identification Number, hereinafter referred to as a “PIN”, delivered on a plastic card typically measuring 3-1/2" x 2-1/4"; or,

- Virtual format, which is delivered as a PIN when purchased via the World Wide Web.

Consumers can purchase MinutePass Branded Phone Cards either on the World Wide Web or a toll-free telephone number.

Prices for MinutePass Branded Phone Cards and recharge minutes are established by Telecom*USA.

This catalog schedule provides terms and conditions applicable to in-state calls made using MinutePass Branded Phone Cards. The terms and conditions set forth herein for such calls made with MinutePass Branded Phone Cards supplements the terms and conditions applicable to the sale and use of such cards as set forth in the Telecom*USA Service Agreement located at http://www.minutepass.com/ServiceAgreement.asp.

1. Card Values

   MinutePass Branded Phone Card are available as Dollar based cards, and display the initial dollar value of the card and a per minute rate for interstate calls.

2. Features

   Operator Assistance and Customer Service: Operator Assistance for call dialing is available at no charge to the consumer. Customer service is available on all cards at no charge to the consumer.

   Directory Assistance: Domestic Directory Assistance is available through the MinutePass Branded Phone Card. Directory Assistance requests will have a maximum charge of not greater than $1.50 per call. Consumers may request up to two listings per call. The Directory Assistance charge will be announced to the caller prior to connecting the call.

   Enhanced Directory Service: Golden Retriever, an Enhanced Directory Service, is available through MinutePass Branded Phone Cards and provides consumers with instant access to information including weather, reverse phone number look-up, phone number look-up and category search. Consumers may request up to three pieces of information per call to Enhanced Directory Service. Each such call is charged at a flat rate and is not subject to a per minute rate. The maximum charge for Golden Retriever is $1.50 per call.

3. Rates and Charges
   MinutePass Branded Prepaid Phone Cards are provided in various dollar based denominations by Telecom*USA with a stated interstate per minute value not to exceed $0.35.

   For completed in-state calls using a MinutePass Branded Phone Card, the value of a MinutePass Branded Phone card may be decremented up to 2 times the interstate minute described above. The value of each in-state minute equals 2 times the current interstate minute value as described in this service. Other charges or surcharges may apply to card use. Partial minutes used are billed as full minutes.

4. Recharging
   MinutePass Branded Phone Cards are rechargeable, meaning that additional value may be added to a card, subject to a maximum allowed value per card, unless the card has expired or as otherwise expressly stated on the card, card packaging, or in the Service Agreement. Such additional minutes will be charged at the prevailing per minute rate as of the date of recharging. A minimum of ten dollars ($10.00) and up to a specified maximum amount may be added to the card per each recharge. In addition to the foregoing, rechargeable cards are also subject to the following terms and conditions:

.01 Upon recharge, a recharge fee of up to a maximum of fifteen percent (15%) of the recharge value may be assessed.

.02 Recharge may be accomplished in any of the following manners:

.021 By credit or debit card using the toll free access number printed on the card and following the audio prompts.

.022 By registering the card for "auto-recharge," an expedited recharge process that alerts the consumer when their calling card balance falls below a certain level and offers the option of an automatic recharge in the same dollar amount of the customer's previous recharge.

Recharge minutes or dollars of service purchased via the toll free access number or through auto-recharge must be paid for with a verified valid credit or debit card.

5. Exclusions

MinutePass Branded Phone Cards cannot be used for calls to 700-, 900-, or 976 services or for certain operator assisted, third party billed or collect calls. Any unused balance on a MinutePass Branded Phone Card cannot be transferred to or combined with one or more other MinutePass Branded Phone Cards.

6. Availability of Service

There are no time of day or day of year restrictions for use of MinutePass Branded Phone Cards.

7. Regulations

Use of MinutePass Branded Phone Cards is available by calling the MinutePass toll free number printed on the card.

A completed call may only be charged to a MinutePass Branded Phone Card that has a balance sufficient to cover the charges assessed for the call. The MinutePass Branded Phone Card balance will be reduced by the appropriate minutes or dollars charged for the completed call.

After the number of the called party is dialed, but before the call is completed, the available balance of talk time based upon the telephone number of the called party will be announced to the caller. A MinutePass Branded Phone Card call will be interrupted with an announcement when the available balance on the card drops to one minute, based on the originating/terminating phone numbers of the call. Once the balance on the card is insufficient to continue, the call will terminate.

Credit allowances for interruptions: MinutePass Branded Phone Cards will credit one minute on a consumer's MinutePass Branded Phone Card in the event of poor call transmission or call cut off caused by Telecom*USA . To receive a credit, the consumer must promptly notify MinutePass Customer Service of the service problem by calling the Customer Service number printed on the card. Credit will not be given when interruptions are caused by the failure of systems not provided by Telecom*USA, by the failure of other Telecom*USA services connected to the MinutePass Branded Phone Card, for wrong telephone numbers or other causes outside the control of Telecom*USA.

Activated MinutePass Branded Phone Cards are non-refundable. Once activated, and subject to applicable terms and condition, a MinutePass Branded Phone Card may be used to originate direct dialed calls until the available card balance is depleted or the card expires, whichever first occurs. Card expiration dates will be specified on the card or the card packaging.

8. Other Conditions of Service

.01 The U.S. Public Payphone Surcharge applies when a MinutePass Branded Phone Card is used to place a call from a U.S. public or semi-public payphone.

.02 State Universal Service Charge: Telecom*USA may, at its option, apply the State Universal Service Charge at time of sale.

TRAC SERVICES

RATES AND CHARGES

a. Usage Charges - TRAC

.01 Day Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0321	$0.0107
293 - 430	$0.0369	$0.0123
431 - 925	$0.0378	$0.0126
925+	$0.0459	$0.0153

.02 Evening Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0278	$0.0093
293 - 430	$0.0311	$0.0104
431 - 925	$0.0341	$0.0114
925+	$0.0365	$0.0122

.03 Night/Weekend Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0223	$0.0074
293 - 430	$0.0242	$0.0081
431 - 925	$0.0264	$0.0088
925+	$0.0283	$0.0094

b. Usage Charges - TRAC 2000

.01 Day Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 – 292	$0.0330	$0.0110
293 – 430	$0.0351	$0.0117
431 +	$0.0375	$0.0125

.02 Evening Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0280	$0.0093
293 - 430	$0.0298	$0.0099
431 +	$0.0319	$0.0106

.03 Night/Weekend Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval

0 - 292	$0.0247	$0.0082
293 – 430	$0.0263	$0.0088
431 +	$0.0281	$0.0094

c. Discounts. Teleconnect will aggregate the interstate and intrastate usage for its individual TRAC service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

d. Recurring/Nonrecurring Charges. Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

TRAC 800 and 800 TRAC 2000

RATES AND CHARGES

a. Usage Charges

TRAC 800

.01 TRAC 800

Call Mileage	Daytime Rates Initial 30 Seconds	Evening Rates Initial 30 Seconds	Night Rates Initial 30 Seconds
0- 55	$0.0615	$0.0505	$0.0425
56-292	$0.1615	$0.0505	$0.0423
293-430	$0.0660	$0.0535	$0.0450
431-925	$0.0660	$0.0550	$0.0460

Call Mileage	Daytime Rates Additional 30 Seconds	Evening Rates Additional 30 Seconds	Night Rates Additional 30 Seconds
0- 55	$0.0123	$0.0101	$0.0085
56-292	$0.0123	$0.0101	$0.0085
293-430	$0.0132	$0.0107	$0.0090
431-925	$0.0136	$0.0110	$0.0092

.02 800 TRAC 2000

	Initial 30 Second Increment	Each Add'l 6 Second Increment
Day	$0.0560	$0.0112
Evening	$0.0490	$0.0098
Night/Weekend	$0.0410	$0.0082

b. Application. Teleconnect will aggregate the interstate and intrastate usage for its individual TRAC 800 and 800 TRAC 2000 service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

c. Recurring/Nonrecurring Charges. Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

800 SERVICE

RATES AND CHARGES

a. Usage Charges

.01 Profit Line and Profit Line Plus
(Effective January 1, 1995, 800 Profit Line Plus will no longer be available to new subscribers.)

	Initial 30 Seconds	Additional Tenth-of-a-minute
Day	$0.1150	$0.0230
Evening/Night/Weekend	$0.0863	$0.0173

.02 **[Reserved For Future Use.]**

Rate Per Minute

.03 800 SUPERWATS Plus[2]
(Effective January 1, 1995, 800 Superwats Plus - FGD access- will no longer be available to news subscribers.)

(a) Local Line

	Day	Evening	Night
Per Minute Rate	$.2150	$0.1828	$0.1828

(b) DAL

	Day	Evening	Night
Per Minute Rate	$.2150	$0.1300	$0.1105

b. High Volume Discount

.01 Application. Teleconnect will aggregate the interstate and intrastate usage for its individual 800 service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

c. Recurring/Nonrecurring Charges

.01

	Monthly	Nonrecurring
Profit Line	N/A*	N/A*
Profit Line Plus	N/A*	N/A*

.02 **[Reserved For Future Use.]**

.03 800 SUPERWATS PLUS - Ordering both 800 SUPERWATS PLUS and SUPERWATS PLUS simultaneously.

Fees

	Nonrecurring
Plan Type Set-up New Customer Ordering Both Inbound/Outbound Service	
Local Lines	N/A*
DAL	N/A*

Monthly Service Charges

	Recurring
Local Lines	N/A*
DAL	N/A*

* Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

.04 800 SUPERWATS PLUS - ordering inbound only.

Plan type set-up

	Non-Recurring
Local Line	N/A*
DAL	N/A*

Monthly Service Fee

	Recurring
Local Line	N/A*

	DAL	N/A*

d. Additional 800 Numbers

		Monthly	Nonrecurring
.01	Profit Line	N/A*	N/A*
.02	Profit Line Plus	N/A*	N/A*
.03			
.04	SUPERWATS		
	(a) Local Line	N/A*	N/A*
	(c) DAL	N/A*	N/A*

e. Line Charges Installation

	Non-Recurring
Local Line	N/A*
DAL	N/A*

f. Monthly Line Charge

	Recurring
Local Line	N/A*
DAL	N/A*

* Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

CHECK-LINK

RATES AND CHARGES

a. Application

.01 The initial one-tenth minute (6 seconds) increment or fraction thereof is subject to the initial 6 second rate.

.02 Any additional one-tenth minute (6 seconds) increment or fraction thereof is subject to the additional 6 second rate. Any fraction of an increment is rounded up to the next additional 6 second increment.

.03 The charge for the initial increment plus the charge for the additional increments is then summed, with fractional cents, if any, rounded up to the nearest whole cent.

b. Specific Rates

	Initial 6 Seconds	Each Add'l 6 Seconds
Day	$0.0200	$0.0200
Evening	$0.0130	$0.0130
Night/Weekend	$0.0100	$0.0100

c. Specific Charges

	Monthly	Nonrecurring
Plan Set-up	---	$200.00
Monthly Service Fee	$150.00	---
Service Order	---	$ 50.00
Magnetic Tape Billing	$100.00	$300.00
Translation Charge	---	$10.00/Number
800 Number Service Surcharge		

Per Number	$ 2.75	---
Connection Charges:		
Digital Port Charges	ICB	ICB
CPE Charges:		
D-4 Channel Bank with Power Supply and CSU	$450.00	$750.00

d. Discounts. At the end of each billing cycle, the 800 service dollar volume of the customer's CHECK-LINK calls during the billing cycle is calculated. This is the aggregate of interstate and intrastate calls. This aggregate volume is used with the chart below to determine the amount of the High Volume Discount.

Volume of Billing Cycle Calls	Percent High Volume Discount
$ 0 - $ 49,999.99	0%
$ 50,000 - $ 64,999.99	12%
$ 65,000 - $ 79,999.99	14%
$ 80,000 - $ 94,999.99	16%
$ 95,000 - $109,999.99	18%
$109,000 +	20%

e. Limitation. CHECK-LINK is not available with Optional Additional and Contractual Volume Discounts.

OPERATOR SERVICES

RATES AND CHARGES

a. Application of Charges

.01 Determination of Charges
The charge for Teleconnect Operator Services is determined by the:
- Distance between rate centers
- Time of day and day of the week
- Duration of message
- Type of service

The specified components which apply to a Teleconnect Operator Services message are listed in the charge section applicable to that type of call.

.02 Initial Minute and Additional Minutes
Rates are quoted in terms of initial minute and additional minutes.

(a) Initial Minute
Initial minute rates are shown in c.01 following.

(b) Additional Minutes
All additional minute rates shown in c.02 following, are for each additional minute or any fraction thereof that the connection continues beyond the initial period.

(c) When application of the rates results in a fractional charge for a call, the amount will be rounded down to the lower cent.

b. Rate Periods

Monday thru Friday Hours	Rate
8:00 a.m. to 5:00 p.m.	Day
5:00 p.m. to 11:00 p.m.	Evening

11:00 p.m. to 8:00 a.m. Night/Weekends

For messages which overlap one or more rate periods, each minute is rated according to the rates for the period in which the minute starts. All time periods include the beginning time and do not include the ending time.

c. Mileages and Corresponding Rates

Basic Charges

.01 Initial Minute

Rate Mileage	Day	Evening	Night
0 - 20	**$0.98**	**$0.98**	**$0.98**
21 - 40	**$0.98**	**$0.98**	**$0.98**
41 - 70	**$0.98**	**$0.98**	**$0.98**
71 - 100	**$0.98**	**$0.98**	**$0.98**
101 - 150	**$0.98**	**$0.98**	**$0.98**
151 - 330	**$0.98**	**$0.98**	**$0.98**
Over 330	**$0.98**	**$0.98**	**$0.98**

.02 Each Additional Minute

Rate Mileage	Day	Evening	Night
0 - 20	**$0.98**	**$0.98**	**$0.98**
21 - 40	**$0.98**	**$0.98**	**$0.98**
41 - 70	**$0.98**	**$0.98**	**$0.98**
71 - 100	**$0.98**	**$0.98**	**$0.98**
101 - 150	**$0.98**	**$0.98**	**$0.98**
151 - 330	**$0.98**	**$0.98**	**$0.98**
Over 330	**$0.98**	**$0.98**	**$0.98**

d. Service Charges

In addition to the basic charges in c. preceding, there is a service charge for messages classified as customer dialed calling card station, operator-handled station or person. The charge for this type of message is the sum of the dial station charge plus the applicable service charge. The service charge applies per message as follows:

Type of Message		Service Charge
Customer Dialed Calling Card Station Service		$.72
Operator Handled Station		**$5.49**
Operator Handled Station	**Collect**	**$5.49**
Operator Handled Person		**$7.15**
Operator Handled Person	**Collect**	**$7.15**
Third Party Billed		**$5.49**
Operator Dialed		**$1.10**

e. Subscriber Surcharges

Carrier will not bill users for any subscriber surcharges, except as provided below.

01. Surcharges - Calls originated from Hotels/Motels may be subject to a subscriber surcharge of up to $1.00 per call at the option of the Customer. Calls originated from hospitals may be subject to a subscriber surcharge of up to 25 cents ($0.25) per call at the option of the customer. Calls originated from COPTs may be subject to a subscriber surcharge of up to $0.25 per call at the option of the customer.

FLEX-SAVE PLUS

(Effective January 1, 1995, Flex-Save Plus will no longer be available to new subscribers.)

RATES AND CHARGES

a. Usage Charges

.01 Day Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1620	$0.0086
21 - 40	$0.2340	$0.0143
41 - 70	$0.2430	$0.0152
71 - 100	$0.2520	$0.0171
101 - 150	$0.2790	$0.0181
151 - 330	$0.2880	$0.0200
Over 330	$0.3150	$0.0209

.02 Evening Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1296	$0.0068
21 - 40	$0.1872	$0.0114
41 - 70	$0.1944	$0.0122
71 - 100	$0.2016	$0.0137
101 - 150	$0.2232	$0.0144
151 - 330	$0.2304	$0.0160
Over 330	$0.2520	$0.0167

.03 Night/Weekend Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.0972	$0.0051
21 - 40	$0.1404	$0.0086
41 - 70	$0.1458	$0.0091
71 - 100	$0.1512	$0.0103
101 - 150	$0.1674	$0.0108
151 - 330	$0.1728	$0.0120
Over 330	$0.1890	$0.0125

b. Monthly and Nonrecurring. The rates and charges applicable to Flex-Save Plus are as follows:

Monthly	Nonrecurring
N/A	$25.00

SURE-SAVE PLUS

a. RATES AND CHARGES

Usage Charges

a. Day Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1620	$0.0855
21 - 40	$0.2340	$0.1425
41 - 70	$0.2430	$0.1520
71 - 100	$0.2520	$0.1710
101 - 150	$0.2790	$0.1805

151 - 330	$0.2880	$0.1995
Over 330	$0.3150	$0.2090

b. Evening Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1296	$0.0684
21 - 40	$0.1872	$0.1140
41 - 70	$0.1944	$0.1216
71 - 100	$0.2016	$0.1368
101 - 150	$0.2232	$0.1444
151 - 330	$0.2304	$0.1596
Over 330	$0.2520	$0.1672

c. Night/Weekend Rates.

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.0972	$0.0513
21 - 40	$0.1404	$0.0855
41 - 70	$0.1458	$0.0912
71 - 100	$0.1512	$0.1026
101 - 150	$0.1674	$0.1083
151 - 330	$0.1728	$0.1197
Over 330	$0.1890	$0.1254

d. Rates and Charges - Monthly and Nonrecurring
The monthly and non-recurring rates and charges applicable to

Sure-Save Plus, including one authorization code and are as follows:

Monthly	Nonrecurring
N/A	$ 0.00

EXEMPT CALLS-FLEX-SAVE PLUS AND SURE-SAVE PLUS. The following types of calls are not subject to a high volume discount and are not considered in calculating a customer's volume when determining the magnitude of that customer's high volume discount:

.01 Calls under the Credit Card Service.
.02 Calls placed to Directory Assistance.
.03 Calls placed to an international location.

HIGH VOLUME DISCOUNTS. For Flex-Save Plus and Sure-Save Plus customers, the volume in the above paragraph is used both to determine the appropriate high volume discount and is the total to which the high volume discount applies. The discounts are as follows:

Volume of Billing Cycle Calls	High Volume Discount
$ 0 - $ 399.99	0%
$ 400 - $ 799.99	5%
$ 800 - $1,599.99	10%
$1,600 - $3,199.99	15%
$3,200 Plus	20%

DAYSAVER I

RATES AND CHARGES

a. Day Rates

Initial and Subsequent Whole Minutes
$.2600

b. Evening/Night/Weekend

Initial and Subsequent Whole Minutes
$.1950

HELLO AMERICA

RATES AND CHARGES

a. Day Rates

Initial and Subsequent Whole Minutes
$0.2700

b. Evening Rates

Initial and Subsequent Whole Minutes
$0.1300

c. Night/Weekend Rates

Initial and Subsequent Whole Minutes
$0.1100

* USA CARD
(Effective January 1, 1995, * USA Card will no longer be available to new subscribers.)

RATES AND CHARGES

a. Day Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.1800	$0.1700
11 - 22	$0.2100	$0.2000
23 - 55	$0.2300	$0.2200
56 - 124	$0.2300	$0.2200
125 - 292	$0.2300	$0.2300
293 - 430	$0.2400	$0.2300
431 - 925	$0.2400	$0.2400
926 +	$0.2500	$0.2500

h. Evening Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.1206	$0.1139
11 - 22	$0.1407	$0.1340
23 - 55	$0.1541	$0.1474
56 - 124	$0.1541	$0.1474

125 - 292	$0.1541	$0.1541
293 - 430	$0.1608	$0.1541
431 - 925	$0.1608	$0.1608
926 +	$0.1675	$0.1675

i. Night/Weekend Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.0936	$0.0884
11 - 22	$0.1092	$0.1040
23 - 55	$0.1196	$0.1144
56 - 124	$0.1196	$0.1144
125 - 292	$0.1196	$0.1196
293 - 430	$0.1248	$0.1196
431 - 925	$0.1248	$0.1248
926 +	$0.1300	$0.1300

HIGH VOLUME DISCOUNTS
High volume discounts do not apply to this service.

SERVICE CHARGE
This charge is applied on a per call basis.

		Charge Per Call
a.	Customer Dialed Station to Station	$0.79
b.	Attendant Handled	
	(.01) Station to Station	$1.25
	(.02) Person to Person	$3.00

OPTIONS
Options available to * USA Card customers include Personal Attendant and Speed dialing.

a. Personal Attendant. This option provides the customer with the means to access a directory assistance-like service, through the Direct Connect function, or a message receipt/delivery option through the Message Storage and Forward function.

.01 Direct Connect. Teleconnect provides this function to customers who are in need of obtaining a station number from a directory assistance-like service. A customer wishing to use this service will enter "* 0" following the prompt tone. A Teleconnect attendant will come onto the line and request the name and location of the party the customer wishes to access. After acquiring the necessary information from the customer, the Teleconnect attendant will contact directory assistance, obtain the number desired, and then pass the information along to the customer. The customer will then choose to either terminate the call or have the Teleconnect attendant complete the call.

(a) Directory Assistance-like Service Rates and Charges. An undiscountable charge of $1.99 per call will apply to each call requesting Directory Assistance for numbers in the United States. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator.

(b) Attendant Assisted Rates and Charges. If the Teleconnect attendant connects the customer with the station or the party in question, the customer will incur the following charge as appropriate.

	Charge Per Call
Station to Station	$1.25
Person to Person	$3.00

In addition to this charge, the customer will incur the $1.99 directory assistance charge and the long distance charges shown previously. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator.

.02 Message Storage and Forward. This service provides the customer with a message relay service. The customer will contact a Teleconnect attendant by entering "* 4" following the tone, tape the desired message, and specify the date and time for delivery. Teleconnect will attempt to deliver the message in the following manner. The initial attempt will correspond with the customer's requested time of delivery, the next three (3) attempts will be spaced fifteen (15) minutes apart, and the last four (4) attempts will be spaced sixty (60) minutes apart. Teleconnect will make no more than eight (8) attempts at delivery. Teleconnect does not guarantee successful delivery of messages. The rates and charges incurred by the customer for service are as follows:

Activity	Charge
Taping of message	$0.29 per minute
Relay of message	$0.29 per minute
Attendant Surcharge:	
Station to Station	$2.00 per taped message
Person to Person	$3.75 per taped message

The attendant surcharge applies even if Teleconnect has been unsuccessful in delivering the message to the appropriate party.

b. Speed Dialing. Speed Dialing provides the customer with a simplified means of accessing frequently called numbers. The customer enters a specified code which is automatically converted into a telephone number. These codes are programmed and maintained by the customer. The Speed Dialing option is accessed by entering "* 9." The customer will then enter "0" to access the automated attendant which will assist the customer in programming the speed codes. The customer has the capability of programming up to nine (9) personalized speed dial numbers.
This option is provided free of charge to * USA Card customers.

JOINT USER SERVICE

RATES AND CHARGES

a. Applicability. Any entity which is elected or authorized to serve as a manager of a Joint User Group and is duly authorized to represent members of the Joint User Group, is entitled to order Joint User Service at the rates and charges listed below:

.01 * USA Card usage rates as listed in this catalog schedule are discounted by fifteen percent (15%) for day, evening and night/weekend.

.02 * USA Card charge as listed in this catalog schedule for customer dialed Station-to-Station is eliminated.

.03 The Joint User Group, in composite, must generate $125,000.00 of total rates and charges per month with Teleconnect derived from all jurisdiction in order to be eligible for Joint User Service. In order for a group to be considered a Joint User Group and eligible for the above rates, the applicant must meet all criteria established by Pacific Bell in accordance with its Joint User Tariff (A5.6.1 first revised sheet 478 and sixth revised sheet 479).

b. Liability. The manager of the Joint User Group is responsible for payment for all usage generated by each member of the Joint User Group. Failure of an individual member to pay the manager of the Joint User Group in no way alleviates the manager from the liability for payment of those charges.

VIRTUAL PRIVATE LINE

RATES AND CHARGES

a. Usage Charges

	Channel Mileage	
From	To and Including	Charge Per Minute
0	50	$.15
51	120	.20
121	220	.30
221	320	.35
321	500	.40
501	800	.45
801	And over	.50

For calculating the distance of a Virtual Private Line call the distance used for pricing purposes is the airline mileage between serving wire center, not toll centers.

b. Line Termination Charges

1. Ordering of line termination facilities:
Per line termination - $50.00 monthly

2. Customer has the option of ordering one line termination through Teleconnect and the other from another source, both ends from Teleconnect, or neither end from Teleconnect.

c. Installation and Relocation Charges

1. An installation charge of $125.00 applies for the installation of each primary location. For a relocation of a primary location in different premises, installation charges apply.

d. Special Access Surcharge. In addition to the above, a Special Access Surcharge of $25.00 per month, per service point, is applicable to each access line facility provided by a local exchange telephone company. The surcharge will not apply to such a facility for which the customer has furnished Teleconnect with an Exemption Certification. The surcharge is applicable where the Virtual Private Line allows traffic to either to originate or terminate for locations other than the customer's premises within the free calling area.

LIMITED LOCATION

a. Virtual Private Line service is limited to call between San Francisco and Los Angeles.

b. If the customer's location is beyond the corporate city limits of San Francisco or Los Angeles, the customer is obligated to provide a connection within the corporate city limits. If the customer can gain access via facilities other than Teleconnect's, no additional charge applies beyond line termination. If Teleconnect provides the connection via the leased facilities of others, the customer will be subject to charges on an individual case basis.

ADDITIONAL AND CONTRACTUAL VOLUME DISCOUNTS

RATES AND CHARGES

a. Description. At the customer's request, the customer may contract to receive additional volume discounts for the customer's Teleconnect long distance services. The customer may contract on a month-to-month basis or on a long term basis for these discounts. The discount levels will be determined by using the aggregate net dollar volume (after applying existing discounts) of all Teleconnect services, both intrastate and interstate, used by the customer, but the discount will be applied only to those Teleconnect services which are tariffed to receive High Volume Discounts. These discounts will be applied after and in addition to the tariffed High Volume Discounts for each service.

For the Contractual Volume Discount, the discount will vary with the length and year of the contract, as stated in d.

b. Availability. Additional and contractual volume discounts are available to all Teleconnect customers who subscribe to a long distance plan which is subject to high volume discounts.

c. Rates and Charges. Additional and contractual volume discounts are subject to the following monthly and nonrecurring charges:

Monthly	Nonrecurring
$50.00	$0.00

d. Volume Discounts. The following schedule of volume discounts will apply:

		Volume Discounts Based on Length of Contract		
Net Dollar Volume	Month to Month	1st Year Contract	2nd Year Contract	3rd Year Contract
$ 10,000 - $ 15,000	1%	3%	4%	5%
$ 15,001 - $ 25,000	3%	5%	6%	7%
$ 25,001 - $ 50,000	4%	6%	7%	8%
$ 50,001 - $100,000	6%	8%	9%	10%
$100,001 - $250,000	7%	9%	10%	11%
$250,001 +	8%	10%	11%	12%

* When a customer signs a two or three year contract, the percent of discount will change each year as reflected above.

e. Discontinuance of Service Prior to Expiration of Contract. In the event a customer chooses to discontinue the contract prior to the completion of the term of the contract, the following penalties will apply:

.01 The customer who terminates the contract in the first year must repay 100% of the Contractual High Volume Discount received up to that point.

.02 The customer who terminates the contract in the second year must repay 75% of the Contractual High Volume Discount received up to that point.

.03 The customer who terminates the contract in the third year must repay 50% of the Contractual High Volume Discount received up to that point.

DIALED NUMBER IDENTIFICATION SERVICE

Dialed Number Identification Service is subject to the following monthly and nonrecurring charges:

Monthly	Nonrecurring	Change Charge
$0.00	$500.00	$50.00/request

DIRECTORY ASSISTANCE (DA) SERVICE

An undiscountable charge of $1.99 per call will apply to each call requesting Directory Assistance for numbers in the United States. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator. In the event that a DA operator is unable to provide the requested number, the charge for the call will still apply. When a customer reports that an incorrect number has been provided by the DA operator (including the number requested, the number provided, and the reason the number is incorrect), a credit for the amount of the charge per call will be granted.

HELLO CALIFORNIA

RATES

a. Day Rates

Initial Minute Rate	Add'l Minute Rate
$0.2700	$0.2700

b. Evening Rates

Initial Minute Rate	Add'l Minute Rate
$0.1300	$0.1300

c. Night/Weekend Rates

Initial Minute Rate	Add'l Minute Rate
$0.1100	$0.1100

OPTIONS
HELLO CALIFORNIA is available with the *USA Card service as an enhancement. The rates and charges for the *USA Card are found in this catalog schedule.

COMBINATION WITH OTHER SERVICES
HELLO CALIFORNIA may be combined with 800 Personal Hotline. Customers who purchase combined services will not be required to meet the monthly minimum usage set forth below. The customer is obligated to pay the tariffed usage rates as specified in the 800 Personal Hotline section of this catalog schedule.

RATES AND CHARGES - MONTHLY AND NONRECURRING
The monthly and nonrecurring charges applicable to interstate service allows the customer to utilize intrastate service at no additional charge.

MINIMUM USAGE CHARGE
HELLO CALIFORNIA customers will be charged the greater of $5.00 per month or the cumulative message charges for the month. Non-jurisdictional calling charges contribute to the $5.00 monthly minimum.

RATES APPLICABLE ON CERTAIN HOLIDAYS
For the following holidays the Evening rates are used, unless lower rates would normally be applicable:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

OPTIONAL SERVICES

ACCOUNT CODES

Rates and Charges

a. Variable Length Account Codes. The length of the codes are as follows:

	One-Time Charge	Monthly Recurring Charges
2 Digit	$15.00	$ 5.00
3 Digit	$25.00	$10.00
4 Digit	$50.00	$15.00

b. Rates and Charges. Pricing is determined by the number of divisional and departmental subtotals

required ("breaks"). Authorization codes and account codes are priced separately and in addition to corporate billing charges. The customer will be assessed a $10.00 one-time change charge to add in billing detail under this service, and monthly rate and nonrecurring charges as set forth in the following chart:

		Monthly	Nonrecurring
.01	0 - 15 Breaks	$15.00	$ 5.00
.02	16 - 49 Breaks	$25.00	$10.00
.03	50 Plus Breaks	$50.00	$15.00

c. SECURE-CALL Codes.

Predesignated Packages Numbers of Random Codes	Additional One-Time Charges for 2-Digit	3-Digit	4-Digit
25	$10.00	$15.00	---
50	---	$25.00	---
100	---	$35.00	---
200	---	$45.00	---
400	---	$50.00	$ 75.00
600	---	$60.00	$ 85.00
800	---	---	$ 95.00
1000	---	---	$ 100.00

Pricing of larger 4 digit packages are available upon request. Under these circumstances the rates and charges are on an individual case basis.

d. Customized Screened Account Codes. Pricing for Customized Screened Account Codes is as follows:

Additional One Time Charge	$50.00
Change Charge per Request	$10.00

AUTHORIZATION CODES

Rates and Charges. Additional authorization codes are available for a $10.00 one-time setup charge.

MAG TAPE/DISKETTE BILLING

Rates and Charges. Mag tape/diskette billing is available for a $300 one-time setup charge and a $100 monthly rate. The customer has the alternative of a single request for $400.00

MULTIPLE BILLING

Rates and Charges. The customer is charged a $10.00 fee for each multiple bill requested.

SPEED CODES

a. Customers are charged a $25.00 one-time setup charge and a $10.00 monthly rate per packet of 16 Speed Codes.

b. Customers are charged a $50.00 one-time setup charge and a $20.00 monthly rate per packet of 50 Speed Codes.

CHECK SERVICE CHARGE

A check service charge will be assessed for any reason a check tendered by a Teleconnect customer as payment for tariffed service is returned to Teleconnect or is not in acceptable form. The check service charge is $10.00.

NOTES WHICH AFFECT RATES

TIME OF DAY

.01 Day Rates. These rates are applicable from 8:00 a.m. to 5:00 p.m., Monday through Friday with the exception of the holidays listed.

.02 Evening Rates. These rates are applicable 5:00 p.m. to 11:00 p.m. Sunday through Friday.

.03 Night/Weekend Rates. These rates are applicable 11:00 p.m. to 8:00 a.m., Monday through Friday, all day Saturday and Sunday between 8:00 a.m. and 5:00 p.m. as well as 11:00 p.m. to 8:00 a.m.

RATES APPLICABLE ON CERTAIN HOLIDAYS

For the following holidays the Evening rates are used, unless lower rates would normally apply:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

METHOD OF APPLYING RATES

DAYSAVER, DAYSAVER PLUS, MAX-SAVE

The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed.The subsequent seconds are rounded in tenth of a minute increments, with the remaining seconds, if any, rounded up to the next tenth of a minute and are subject to the additional tenth of a minute charge.
Fractional cents, if any, are rounded up to the nearest whole cent.

Smart Minutes

All Smart Minutes calls will be billed in one-minute increments.

FLEX-SAVE PLUS.
To determine the appropriate charge, each call is rated by the following method.

a. Initial Minute.
The initial whole minute or fraction thereof is subject to the initial minute rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment.
The subsequent seconds beyond the initial increment (first minute for Flex-Save Plus are rounded in tenth of a minute (6 second) intervals with any remaining seconds rounded to the next higher tenth of a minute interval. Those 6-second increments are subject to the precise billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial minute plus the charge calculated for the subsequent 6-second increments determine the previous billing charge for the call. The total amount of the call is rounded up to the nearest whole cent.

SURE-SAVE PLUS
To determine the appropriate charge, each call is rated by the following method.

a. Initial Minute
The initial whole minute or fraction thereof is subject to the initial minute rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment
The subsequent seconds are rounded in whole minute increments, with the remaining seconds, if any, rounded up to the next whole minute, and are subject to the whole billing factor for the appropriate play to which the customer subscribed.

c. Total
The charge calculated for the initial minute plus the charge calculated for the subsequent whole minute(s) determines the whole minute charge for the call. The total amount of the call is rounded up to the nearest whole cent.

DAYSAVER I

a. Whole Minutes. DaySaver I usage (both initial minute and subsequent minute) is measured in whole minute increments.

b. Time of Day. The time of day is used to determine which rate is to be applied to usage.

TRAC and TRAC 2000
To determine the appropriate charge, each call is rated by the following method.

a. Initial Increment. The initial 18 seconds or fraction thereof is subject to the initial 18 second rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment. The subsequent seconds beyond the initial increment for TRAC are rounded in one-tenth minute (6 second) intervals with any remaining seconds rounded up to the next higher one-tenth minute interval. Those one-tenth minute increments are subject to the additional one-tenth minute billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial increment plus the charge calculated for the subsequent increment determines the charge for the call. The total charge is rounded up to the nearest whole cent.

TRAC 800 and 800 TRAC 2000
To determine the appropriate charge, each call is rated by the following method.

a. Initial Increment. The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment. The subsequent seconds beyond the initial increment for TRAC are rounded in one-tenth minute (6 second) intervals with any remaining seconds rounded up to the next higher one-tenth minute interval. Those one-tenth minute increments are subject to the additional one-tenth minute billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial increment plus the charge calculated for the subsequent increment determines the charge for the call. The total charge is rounded up to the nearest whole cent.

HELLO AMERICA

a. Whole Minute. HELLO AMERICA usage (both initial and subsequent minutes) is measured in whole minute increments.

b. Time of Day. The time of day is used to determine which rate is applied to usage.

c. Minimum Usage. The minimum usage level for HELLO AMERICA is $5.00 per month. This minimum usage can consist of interstate usage, intrastate usage, or any combination of interstate and intrastate usage.

* USA CARD

DESCRIPTION

a. Nature of Service. * USA Card is an interexchange telephone service that allows customers to originate calls from any telephone in the state of California and terminate calls to any location within the state of California. Usage charges are based on the distance, duration, and time of day of each call.

b. Dialing Procedure. The method of access consists of the following steps:

1. dialing 1-800-369-9999
2. entering the 14 digit authorization code unique to each * USA Card (i.e. the code will be different than the traditional 7 digit authorization code).
3. entering the called number or star key to access the enhanced services menu following the tone from the automated attendant.

AVAILABILITY

* USA Card is available to any Teleconnect customer on a statewide basis.

RATES AND CHARGES - USAGE

a. Determination of Duration

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone attendant board, private branch exchange console, or enhanced services menu.

.02 chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

b. Calculation of Charge. To determine the appropriate long distance charge, each call is rated using the following method.

.01 The initial minute, or fraction thereof, is subject to the initial minute rate.

.02 The subsequent seconds are rounded in whole minute increments with the remaining seconds rounded up to the next whole minute and are subject to the additional minute rate.

c. Time of Day. The following time periods are applicable to the point of origination.

.01 Day Rates. Day rates are applicable 8 a.m. to 5 p.m. Monday through Friday with the exception of the holidays.

.02 Evening Rates. Evening rates are applicable 5 p.m. to 11 p.m. Sunday through Friday.

.03 Night/Weekend Rates. Night/Weekend rates are applicable 11 p.m. to 8 a.m. Sunday through Friday, all day Saturday and Sunday between 8 a.m. and 5 p.m.

VIRTUAL PRIVATE LINE

Virtual Private Line is a "ring down" service, meaning the customer can only reach a predesignated location or

locations. Once the customer lifts the receiver at the originating location the predesignated terminating location will ring.

DIALED NUMBER IDENTIFICATION SERVICE (DNIS)

a. Description. DNIS permits a customer with multiple 800 numbers in the same routing arrangement to identify the specific 800 number which was dialed by the calling party.

Identification is accomplished by outpulsing a set of digits unique to the dialed 800 number. Between one (1) and five (5) digits are outpulsed to the customer premises. The outpulsed number can be (but is not required to be) the last four (4) digits of the 800 number.

b. Availability. DNIS is available to Teleconnect customers who subscribe to a DAL or a T-1 service and when the following conditions are met:

.01 The customer is responsible for providing equipment capable of receiving the outpulsed digits so the 800 number can be identified.
.02 All access lines within the same routing arrangement must be equipped for DNIS.

DIRECTORY ASSISTANCE

a. Description. Directory Assistance (DA) calls provide Teleconnect customers with access to Local Exchange Carrier Directory Assistance operators to provide telephone number lookup. When furnished with a name and locality, the Directory Assistance operator will provide, or attempt to provide, the telephone number or numbers listed in the exchange carrier records associated with the name given.

A maximum of one request for telephone numbers will be accepted per call to the DA operator. A telephone number which is not listed in the DA records will not be available to the customer.

The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number.

The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any other purpose other than provision of DA service.

b. Availability. DA is available to all Teleconnect customers.

TAXES AND FEES CHARGEABLE TO CUSTOMERS

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging) and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; b. terminal equipment sales; c. inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the AT&T (d.b.a. SBC California) tariffs.

a. Adjustments for State, County or Municipality Payments. Now, or at any future time, if the State of California, any county or any municipality possesses or acquires the legal right to impose sales tax, gross receipts tax, excise tax, occupation tax, license tax, franchise tax, permit fee, public service commission fee or other similar tax or fee upon Teleconnect, and has imposed, or imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such state, county or municipality. Such billing shall allocate the tax, fee or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made subject to such tax, fee or charge.

b. California Teleconnect Fund (CTF): Pursuant to Commission Resolution No. T-16742, orders telecommunications carriers to provide a 50% discount to all qualifying entities; school library, Municipal or

County Government Owned and Operated Hospital and Health Clinic, Community Based Organization for the following services: all measured business service lines, switched 56 lines, ISDN, DSL, T-1, DS-3 and OC levels up to and including OC 192 services or their functional equivalents upon receiving an accepted application from the qualifying entity.

Applicable to services rendered on and after June 20, 2003.

Payphone Use Charge:* An undiscountable $0.55 per call charge is applicable to calls that originate from any payphone within the state used to access MCI services as follows. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with MCI service, applies for the use of the instrument used to access MCI service and is unrelated to the MCI service accessed from the payphone. Customers of Metered Use Services will be charged the payphone use charge for each call which is placed from payphones within the state. The payphone use charge does not apply to calls placed from payphones phones at which the customer pays for service by inserting coins during the progress of the call; calls using Telecommunications Relay Service; calls originated by customers with qualified hearing or speech impairments who are certified.

* Where billing capabilities exist

HELLO CALIFORNIA

DESCRIPTION

a. Nature of Service. HELLO CALIFORNIA is an interexchange telephone service, by which customers can originate calls from any specified equal access exchange and terminate calls in any intrastate location.

The customer does, however, have the ability to place calls from any telephone in the state using the *USA Card. Applicable usage charges are determined by the duration of the call and time of day the call is placed.

b. Dialing Procedure. Any customer who subscribes to HELLO CALIFORNIA in an equal access area, may access the service by dialing 1 + NPA + NXX-XXXX.

AVAILABILITY
HELLO CALIFORNIA is only offered as an add-on to Teleconnect's interstate HELLO "States" service.

APPLICATION

a. Rate Structure. HELLO CALIFORNIA service has a rate structure which is based on the whole minute rates as listed in this catalog schedule.

b. Determination of Duration

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.

.02 Chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

c. Calculation of Charge

.01 The initial whole minute or fraction there of is subject to the initial minute rate found in this catalog schedule.

.02 The subsequent seconds are rounded in whole minute increments with the remaining seconds rounded up to the next whole minute and are subject to the additional minute rate found in this

catalog schedule. The total number of additional minutes is multiplied by the additional minute rate and the product is the charge for subsequent whole minutes of use.

.03 The charge calculated for the initial minute, plus the charge calculated for subsequent whole minute(s) determines the charge for the call. The total amount of the call is rounded up to the nearest whole cent.

.04 HELLO CALIFORNIA customers will be charged the greater of $5.00 per month or the cumulative message charges for the month. Non-jurisdictional calling charges contribute to the $5.00 monthly minimum.

d. Determination of Time of Day

.01 Day Rates. These rates are applicable from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m. Monday through Friday with the exception of holidays listed in this catalog schedule.

.02 Evening Rates. These rates are applicable from 12:00 noon to 1:00 p.m. Monday through Friday and 5:00 p.m. to 11:00 p.m. Sunday through Friday.

.03 Night/Weekend Rates. These rates are applicable 11:00 p.m. to 8:00 a.m. Sunday through Friday, all day Saturday and between 8:00 a.m. and 5:00 p.m. on Sunday.

SPECIAL EQUIPMENT AND/OR ARRANGEMENTS

For special equipment and arrangements furnished in connection with service, charges equivalent to the estimated cost of furnishing such equipment or arrangements apply. Estimated cost consists of an estimate of the cost of maintenance; cost of operation; depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimate net salvage; administration, taxes and uncollectible revenue on the basis of reasonable average charges for these items; any other specific items of expense associated with the particular situation; and a reasonable amount, computed on the estimated cost installed of any facilities provided for return and contingencies.

CANCELLATIONS AND DEFERMENTS

When a customer cancels or defers an order for service before the service is activated, a charge applies to allow Teleconnect to recover its unrecovered costs including but not limited to engineering, labor, material, and equipment. Charges apply as follows:

a. Cancellation. In a cancellation situation the charge is equal to Teleconnect's unrecovered costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with cancellation. These costs include, but are not limited to, engineering, labor, and nonrecovered material and equipment expense. The amount of cancellation charges shall not exceed the total of all minimum monthly and termination charges which would have applied had the service as ordered been established.

b. Deferment of Start of Service. In a deferment of service situation the following charges apply:

.01 If the request for deferment is received by Teleconnect prior to the date an order for the equipment or service is placed with its supplier--no charge shall apply.

.02 For deferments received by Teleconnect subsequent to the date the order for equipment or service is placed with its supplier, a monthly rate based upon costs incurred prior to the request for deferment applies. The monthly rate equals the deferred investment times the monthly prime interest rate announced by The Merchants National Bank of Cedar Rapids, IA, U.S.A, plus recurring costs resulting directly from the deferral such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering and labor or transportation, shall be billed in total.

Billing shall start at the beginning of the month of deferment and extend to the start of service. Charges shall not exceed the monthly rate which would have applied had the service been

established. Teleconnect will charge the customer who defers service any and all rates and charges incurred by Teleconnect for any leased facilities for which Teleconnect is held responsible. Teleconnect will make a good faith effort to minimize those charges whenever possible.

SUMMARY LIST OF CONTRACTS AND DEVIATIONS

None in effect.

RULES

RULE NO. 1 – DEFINITIONS

Authorization Code: The term "authorization code" means a numeric code which identifies an individual or company to be billed for calls charged by authorized users.

Automatic Number Identification: The term "automatic number identification" means a service offered by the local operating company which automatically identifies the telephone number for the line or trunk from which a call is originating.

Breaks: The term "breaks" means the number of divisional or departmental subtotals required under the corporate billing option.

Building: The term "building" means a structure occupied by a customer. Multi-occupant structures will be considered different buildings as to a customer when spaces of that customer are separated by space occupied by others.

Calls: The term "calls" means telephone messages completed by customers or users.

Casual Caller: Denotes any person who uses Company service from an equal access end office who does not have a current account with the Company for services subject to this catalog schedule, to include: (i) any person who has not established an account with the Company who places calls over the Company's network from an equal access area; (ii) any presubscribed customer located in an equal access area who has either voluntarily terminated his Company account or has had his Company account terminated in accordance with the terms and conditions set forth in this catalog schedule; and (iii) new or allocated customers whose accounts are not yet established in the Company's billing system.

Central Office: The term "central office" means a unit in a local utilities telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building.

Commercial Service A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a business or commercial rate in the applicable local exchange service tariff for switched service.

Commission: The term "Commission" means the California Public Service Commission.

Customer
The person, firm, corporation or other entity which orders service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges and for compliance with Teleconnect Company, Inc. tariff regulations. The term "customer" also includes a casual

caller (as defined previously in this catalog schedule), person, firm, corporation or other entity that (1) has not presubscribed to Teleconnect Company, Inc. service, but accesses Teleconnect Company, Inc. Dial "1" by dialing the access number 1010826, or any other Teleconnect Company, Inc. carrier identification code, or (2) remains presubscribed to Teleconnect Company, Inc. service after its account is removed from Teleconnect Company, Inc. billing system, subsequently continues to use Teleconnect Company, Inc. network, and is billed by a local exchange service company in compliance with Teleconnect Company, Inc. tariff regulations. For billing purposes, a customer is considered to be an account. In the Metered Use Services, if a person, firm, corporation or other entity orders the service in more than one Teleconnect Company, Inc. originating city, or requests the assignment of more than one account number in a particular city, each such account is a separate customer for billing purposes.

Customer Premises Equipment: The term "customer premises equipment" means all terminal equipment normally used on the customer's premises owned by the customer, or by the telephone utility or some other supplier and leased to the customer.

Deactivate or Deactivation: The terms "deactivate" and "deactivation" mean the removal of an authorization code from effectiveness.

Dedicated Access Line: The term "dedicated access line" means the line between the customer premise and Teleconnect that does not pass through the switched network of a local exchange utility.

Delinquent or Delinquency: The terms "delinquent" and "delinquency" mean an account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. The term can also relate to a contested bill once the Commission finds the customer's complaint without merit.

Demarcation Point: The term "demarcation point" means the point of connection provided and maintained by the local utility to which existing or new inside station wiring becomes dedicated to an individual customer's use.

Depositor: The term "depositor" means the customer from whom a deposit is required.

Disconnect: The term "disconnect" means the disabling of circuitry preventing outgoing and/or incoming communications from the Teleconnect switch.

Dual Tone Multi-Frequency: The term "Dual Tone Multi-Frequency" means a protocol which uses two distinct frequency tones out of eight possible frequency tones to distinguish a number entered by a customer using a "Touch Tone" type instrument.

Due Date: The term "due date" means the last day for payment without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated "due by," "pay by" or "if paid by" on the customer's bill.

Exchange: The term "exchange" means a unit established by the local exchange utility for the administration of local communication services.

Exchange Service: The term "exchange service" means a local communication service furnished by means of local exchange plant and facilities.

Exchange Service Area or Exchange Area: The terms "exchange service area" or "exchange area" refer to the general area in which the local telephone utility holds itself out to furnish exchange telephone service.

Extended Area Service: The term "extended area service" means telephone service, furnished at local rates, between customers located within an exchange area and all of the customers of an additional exchange area.

Feature Group D: The term "Feature Group D" means the type of access which provides for "1+" customer dialing through the IXC of the customer's choice. FGD is also known as equal access.

Individual Case Basis: The term "individual case basis" means the application of a rate, charge, or condition of

the tariff as determined by individual circumstances.

Initial Service Period: The term "initial service period" means the minimum period for which service will be installed and terminated without the application of an initial bill charge. Except as noted, the initial service period is one month from the initiation of service.

Inside Station Wiring: The term "inside station wiring" means wiring located on the premises beyond the demarcation point.

Installation Charge: The term "installation charge" means a nonrecurring charge associated with the installation of certain services or facilities either in lieu of or in addition to recurring monthly rates or service charges or rates.

Interexchange Service: The term "interexchange service" is the provision of intrastate telecommunications services and facilities between local exchanges and does not include EAS.

Interexchange Utility: The term "interexchange utility" means a utility, a resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges. A local exchange utility that provides interexchange service may also be considered an interexchange utility.

Local Exchange Utility: The term "local exchange utility" means a telephone utility that provides local service under a tariff filed with an appropriate state public utility commission. The utility may also provide other services and facilities such as access services.

Local Service: The term "local service" means telephone service furnished between customers or users located within an exchange area.

Local Service Area: The term "local service area" means the area within which are located the lines to which calls may be made under a specified schedule of exchange rates without payment of toll charges.

Local Utility: See "local exchange utility."

Message: The term "message" means "a" telephone call by a customer or user.

Premises: The term "premises" denotes the space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right-of-way, or a natural barrier.

Prorate: The term "prorate" means the basis sometimes used for determining the charge for service furnished for a period less than that used in specifying rates. The pro rata charge for a service for which the rate is specified on a monthly basis is 1/30 of the monthly rate times the number of days service was furnished.

Rates: The term "rates" shall mean recurring amounts billed to customers for regulated services and equipment.

Residential Service A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a residential, non-commercial, or non-business rate in the applicable local exchange service tariff for switched service.

Rotary Pulse: The term "rotary pulse" means the transmission of digital information from a customer's dial to the central office equipment. The numerical value of each digit in the dialed telephone number is determined by the number of on-hook intervals in a train of pulses. The on-hook intervals for each digit are separated by short off-hook intervals, and the digits themselves are separated by relatively long off-hook intervals.

Serving Exchange: The term "serving exchange" means a unit established for the administration of communication services in which Teleconnect holds itself out to provide service. The boundary of the serving exchange for Teleconnect is identical to that filed by the local utility.

Special Dialing Procedures: The term "special dialing procedures" means the dialing procedures which are an exception to the three step procedure. Special dialing procedures are available where a customer is in an equal access area and has registered specific lines with Teleconnect for "1+" dialing. When Teleconnect has been designated as the customer's primary interLATA carrier, and the call is an interLATA call, the call may be dialed in the following sequence:

1 + area code + long distance telephone number.

Suspend: The term "suspend" means temporary disconnection or impairment of service which shall disable either outgoing or incoming communications or both.

Switching Service: The term "switching service" means switching performed for the service lines.

Teleconnect Exchange: The term "Teleconnect exchange" means the serving exchange of the Metropolitan Los Angeles free calling area. Continued service to EAS exchanges may be contingent upon any and all conditions imposed by the tariff or the financial incentives or disincentives imposed by secondary exchange carrier tariffs.

Telephone Utility or Utility: The terms "telephone utility" or "utility" mean any person, partnership, business association, or corporation, domestic or foreign, owning or operating any facilities for furnishing communications service to the public for compensation.

Three-Step Dialing Procedure: The term "three-step dialing procedure" means Teleconnect access number + authorization code + area code + long distance telephone number.

Timely Payment: The term "timely payment" is a payment on a customer's account made on or before the due date shown: (1) on a current bill for rates and charges, or (2) by an agreement between the customer and utility for a series of partial payments to settle a delinquent account.

Toll Message: The term "toll message" means a message made between different exchange areas for which a charge is made.

Toll Rate: The term "toll rate" means the Catalog Schedule charge prescribed for toll messages, usually based upon the duration of the message, the distance between the exchanges, the day and time of the message.

Tone: The term "tone" means a DTMF signal.

Traffic: The term "traffic" means telephone call volume, based on number and duration of calls.

WATS Access Line: The term "WATS Access Line" means the special access line between the customer premise and the WATS serving office.

EXPLANATION OF ABBREVIATIONS

ANI	Automatic Number Identification
BPS	Bits per Second
BPI	Bits per Inch
Cal PUC	California Public Utility Commission
CO	Central Office
CPE	Customer Premises Equipment
DAL	Dedicated Access Line
DDD	Direct Distance Dialing
DTMF	Dual Tone Multi-Frequency
EAS	Extended Area Service
FCC	Federal Communications Commission
FGD	Feature Group D
ICB	Individual Case Basis
LATA	Local Access and Transport Area

LMS	Local Measured Service
OCC	Other Common Carriers
OS	Operating Systems
P.U.C.	Public Utility Commission
WAL	Wats Access Line

RULE NO. 2 - DESCRIPTION OF SERVICE

MAJOR SERVICES

DAYSAVER, DAYSAVER PLUS, AND MAX-SAVE

a. Nature of Service. DAYSAVER, DAYSAVER PLUS and MAX-SAVE Services are interexchange telephone services, which allow customers to originate calls from any specified Teleconnect exchange, as listed in the Tariff, and terminate calls in any intrastate location within the State of California. Usage charges are generally based on the distance, duration and time of day for each call.

b. Dialing Procedure. The DaySaver Plans and MAX-SAVE may be accessed only through the special dialing procedures.

Smart Minutes

a. Nature of Service. Smart Minutes (an add-on to interstate service) is an outbound Residential Service that allows customers to originate intrastate calls via Local Exchange Carrier Feature Group D access lines. A customer may pre-subscribe up to two lines for Smart Minutes or may access the Service by dialing 1010826.*

* If a customer dials 1010826, Smart Minutes rates apply only when a call is placed from a pre-subscribed Smart Minutes phone.

b. Availability Service is available on a limited geographic basis and for customers of certain local exchange carriers.

800 SERVICE

a. Nature of Service. 800 Service is an interexchange telephone service which allows a customer to receive calls from any station within the state of California at no toll charge to the calling party. The customer is responsible for all calls placed to the customer's 800 number.

b. Dialing Procedure. The dialing procedure for 800 Service is 1-800-NXX-XXXX, where the NXX-XXXX is the 800 number assigned to the customer.

c. Specific Plans Included in the 800 Service Family.
800 Services are comprised of the following play types:

.01 Profit Line*

.02 Profit Line Plus*

.03 **[Reserved For Future Use.]**

.04 800 SUPERWATS PLUS*

* Profit Line, Profit Line Plus and 800 SUPERWATS PLUS are registered Service Marks of Teleconnect Company.

d. Determination of Duration

.01 The duration of a call begins when the connection is established between the calling station and the desired telephone attendant board or PBX console.

.02 The duration of a call ends when the connection is terminated.

.03 The duration of a call does not include time lost because of faults or defects in service.

e. Determination of Time of Day

.01 Day. Daytime rates shall apply from 8:00 a.m. until 5:00 p.m., Monday through Friday.

.02 Evening. Evening rates shall apply from 5:00 p.m. until 11:00 p.m., Monday through Friday.

.03 Night/Weekend. Night/Weekend rates shall apply from 11:00p.m. until 8:00a.m., Monday through Friday. Saturday and Sunday applies to all day.

f. Availability. Teleconnect only offers its individual intrastate 800 services only as add-ons to Teleconnect's interstate 800 services.

OPERATOR SERVICES

a. APPLICABILITY
Operator Services applies to all interexchange telephone services messages made between two or more points within the State of California.

b. DESCRIPTION
Operator Services provides telecommunications on an intrastate basis to the customer. Operator Services charges cover the service furnished between the calling and called stations of service points, this includes all methods of originating and terminating operator services calls.

c. PROVISION OF SERVICE
Operator Services is available to and from customers of other carriers and telephone utilities with an arrangement for interchange of telephone traffic. This service is furnished through interconnecting equipment and local connecting facilities.

d. TYPE OF SERVICE

.01 Customer Dialed Calling Card Station Service - The customer dialed calling card station rate applies when the person originating the call:

(a) Dials zero (0) plus the desired number and the commercial credit card or Local Exchange Utility calling card number (where equipment is available) to complete the call without operator assistance, or
(b) Dials zero (0) plus the telephone number to complete the call. In such, cases operator assistance is limited to recording the commercial credit card or Local Exchange Utility calling card number for billing purposes, or
(c) Inserts a commercial credit card or Local Exchange Utility calling card into a telephone equipped card reader (where equipment is available), dials zero (0) plus the called telephone number to complete the call without operator assistance.

.02 Operator-Handled Station Service - An operator-handled station rate applies when calls are completed with the assistance of an operator (except in f. below).

.03 Operator-Handled Person Service - An operator-handled person rate applies when:

(a) A calling person names the particular party to be reached by an operator, including such a call paid for by coin deposit. The party may be.

- A person.
- A mobile station.
- A station, department or office reached through a PBX attendant.

(b) The calling party cannot speak to the intended person or station, but agrees to speak to someone else.

(c) The calling party requests an operator to make arrangements with a person to receive a call at a specified time.

e. TIMING OF CALLS

On customer dialed calling card station and operator-handled station, the timing of a call begins when the calling and called stations are connected.

On Person calls, the timing of a call begins when the calling party is connected to a specified person, number, or an agreed-upon alternate.

The timing for all calls ends when the calling party hangs up the telephone. If the called party hangs up, but the calling party does not, the timing of the calls ends when the automatic timing equipment or the Company operator releases the network connection.

The timing of a call does not include time lost because of service faults or defects that are reported to the Company.

f. COLLECTION OF CHARGES

Charges for all Teleconnect Operator Services messages are billed to the calling telephone number, except where the message are billed to:

.01 The called party as a collect call, and the charge is accepted by the called party. This does not apply if the called number is a coin telephone. In this case, the charge may be accepted, but must be billed to a commercial credit card or Local Exchange Utility calling card number or third number which the called party is authorized to use, otherwise the called party must originate a new call.

.02 A third telephone number, except a coin telephone number, which the calling party is authorized to use, anywhere in the United States or Canada.

.03 A commercial credit card or Local Exchange Utility calling card account when the party requesting such billing is authorized to use such a card. In order to control fraud, the Company may refuse

to accept calling cards which it determines to be invalid.

.04 Call Authorization

(a) To ensure billing is authorized, verification is made by the Company on all collect calls and periodically on third number calls.

(b) A call is authorized if the customer accepts the call, either by a live response or an answering device recording which states that calls are accepted, or if the billing is accepted by the customer.

(c) Calls that have been placed but are found to be unauthorized, will be rebilled to the number where the call originated.

g. PAYMENT OF CHARGES
The customer is responsible for payment of all charges for operator services furnished. This responsibility includes charges for all:

a. Messages originated at the customer's number.

b. Collect messages accepted at the customer's number.

c. Authorized messages billed to the customer's number.

d. Authorized messages billed to the customer's Local Exchange Utility calling card or commercial credit card.

OPTIONAL SERVICES - DESCRIPTION

ACCOUNT CODES

a. Description.

01. General. An Account Code Package is a service providing the customer with control, within prescribed limits, over the format of the bill. Account Codes can vary in length between two and four digits and are used by the customer to identify charge-back accounts and/or individuals.

02. Variable Length Account Codes. The customer may choose between three Account Code package sizes.

If this service is ordered, the customer must enter a valid Account Code at the end of the normal dialing sequence to complete a call.

When codes are ordered without the screened function, any digit meeting the package's parameters can be entered and will be registered as valid. Teleconnect is not responsible for invalid assignment of usage to a valid code.

03. "SECURE-CALL" Codes.

(a) General. In addition to subscribing to a variable-length Account Code package, the customer may request that the codes be "screened." The process of screening account codes is called SECURE-CALL Service. SECURE-CALL Service packages have certain specific codes within the parameters of the package invalidated. If one of these invalidated Account Codes is used in an attempt to place a call, the call will not be completed. Again, Teleconnect is not responsible for invalid assignment of usage to a valid code. Charges for screened accounts codes are in addition to charges for the initial account code package.

(b) Packaging. Predetermined packages of randomly selected 2, 3 and 4 digit account codes are available. Valid Codes can range from 25 to 1,000 codes for screened accounts.

04. Customized Screened Account Codes. Instead of using a predetermined package, customers are allowed to have specific account codes validated or invalidated according to their unique needs or wants. In this case the special packages of account codes are called Customized Screened
Account Codes.

The customer must first subscribe to Account Codes and pay the premiums for SECURE-CALL Codes in order to receive Customized Screened Account Codes.

SPEED CODES

a. Description. Speed Codes are 3-digit codes representing frequently called long distance numbers. They are provided in packets of 16 Speed Codes, or, in limited instances, in packets of 50 Speed Codes.

b. Fifty packet Speed Codes are available only to customers accessing the Teleconnect system with a DAL. Customers are limited to one Speed Code packet per authorization code.

AUTHORIZATION CODES

a. Description. Service under all plans includes one Authorization Code at no additional charge. Additional authorization codes may be supplied on request at an additional charge.

b. Availability. Any Teleconnect customer can purchase additional authorization codes.

CORPORATE BILLING

a. Availability. Corporate Billing is available to all customers having Authorization Codes and/or Account Codes.

MULTIPLE BILLING

a. Description. At a customer's request, multiple copies of that customer's bills will be furnished.

b. Availability. Multiple billing is available to any Teleconnect customer.

MAG TAPE/DISKETTE BILLING

a. Description

.01 Teleconnect will provide billing information and call detail on magnetic tape or diskette.

.02 Magnetic tape or diskette billings will be provided in the following formats:

(a)	Tape	-	1600 or 6420 bpi
		-	9 track
		-	standard OS labels or unlabeled
		-	IBM EBCDIC
(b)	Diskette	-	IBM 8-inch double sided double density
		-	floppy diskette
		-	Basic Exchange Format

b. Availability. Mag tape/diskette billing is available to all Teleconnect customers.

Teleconnect does not differentiate between a business or residential customer in any manner.

Information Required. When applying for interexchange service each prospective customer will be required to furnish Teleconnect the following information:

.01 Name of the party who will be responsible for payment for the interexchange service provided.

.02 Address or exact location of the premises where interexchange service is to be provided and billed.

.03 Any information required to make a proper determination of appropriate credit worthiness. Copies of different application forms are shown on page 92-T and page 93-T.

Selection of Service Type. Teleconnect offers several different types of service. Each is set forth separately in this catalog schedule. The customer is responsible for the selection of the service and the options.

Change of Service. The customer may change the service received and transfer to another service otherwise available to them. In such a case the customer will receive a credit against any one-time set-up fees for the new service in the amount of any one-time set-up fees paid upon the origination of the service being discontinued. If the one-time set-up fees for the new service are less than the one-time set-up fees for the service being discontinued, the customer shall pay no one-time set-up fee for the new service but shall not otherwise be entitled to any credits or remission from charges.

Additional Lines Required. When Teleconnect's interexchange service to the public is impaired by a customer's use of telephone service, Teleconnect shall have the right to require the customer to contract for and properly attend as many additional telephone lines as needed to adequately serve the customer's requirements, or to discontinue the service of the customer in question.

TRANSFERS OF SERVICE/RESPONSIBILITY FOR CHARGES ASSOCIATED WITH REQUESTED AUTHORIZATION CODES

Transfers. Transfers of service are not allowed. Service can be expanded to include use by the new spouse of an existing customer.

Requested Authorization Codes. When a customer requests that service be established by means of a specific, previously used authorization code or codes, all ongoing rates and charges associated with such code or codes will be made known to the prospective customer. Assignment of the code or codes to the prospective customer will be contingent upon the customer's acceptance of responsibility for all such ongoing rates and charges.

RULE NO. 4 – CONTRACTS

At present, Teleconnect serves no end-user customers via contractual agreements.

Teleconnect does hold itself out as acting as a carrier's carrier with other parties engaged interexchange service. Under these circumstances, Teleconnect does not hold itself as the responsible carrier to the end user customer. Instead, our obligations are to the carrier with whom Teleconnect has contracted. Under no circumstances should end-user parties served in such an arrangement be viewed as Teleconnect customers.

If and when other utilities provide Teleconnect with facilities and impose individual case basis installation charges or contracts requiring basic termination liabilities, Teleconnect will pass these obligations on to those customers who make use of such facilities. Teleconnect will use the same type of instruments of obligation with the customers as the utility providing the facilities imposes on Teleconnect.

Service may be terminated prior to the expiration of the initial service period may be terminated at the end of a billing period, without charge except for payment of all rates and charges due for service which has been already furnished.

RULE NO. 5 – SPECIAL INFORMATION REQUIRED ON FORMS

Teleconnect requires its prospective customers to provide all information shown on any form Teleconnect submits to a prospective customer. Also, the applicant will need to provide any additional information necessary to perform a credit check. Finally, Teleconnect may demand written clarification or written support of contested facts concerning any aspect of the customer's application.

RULE NO. 6 – ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

Teleconnect reserves the right to examine the credit record of all applicants and customers.

Teleconnect may examine the credit profile/record of any applicant prior to accepting the subscription order. Negotiation of customer's advance payment shall not in itself obligate the carrier to providing services, if a later check of applicant's credit record is, in the opinion of Teleconnect contrary to the best interest of Teleconnect. In the event Teleconnect denies an applicant, then the applicant shall be notified in writing and refunded any monies paid within five days, or upon notification by the carrier's bank that applicant's check (if previously deposited) has been paid by applicant's bank.

RULE NO. 7 – DEPOSITS

APPLICATION OF DEPOSITS

a. A carrier may require a deposit to establish or re-establish service if and only if an applicant for service is unable to demonstrate acceptable credit to the satisfaction of the carrier. Failure to provide a social security number shall not be cause for requiring a deposit. A carrier may not require for its own benefit a deposit for services provided by another carrier, or refuse to accept a deposit in lieu of demonstrating satisfactory credit.

b. Amount. The amount of the deposit shall not be more than the total of two months tariffed services. The amount of tariffed services may be estimated from past toll usage, customer estimated anticipated usage or Teleconnect network average toll usage considering type and nature of service. The amount of deposit may exceed this total when service is provided for short periods of time or special occasions.

c. Existing Customer. An existing customer may be required to make a deposit or to increase a deposit presently held when a deposit is inadequate to cover two months interexchange service, interex- change usage is abnormal or the customer's credit is impaired. Service may be disconnected unless the new or additional deposit is made within 12 days after written notification.

d. Abnormal Usage After Six Months. For customers with at least six consecutive months of service, abnormal usage of interexchange service is defined as at least a twenty-five percent increase in monthly interexchange charges amounting to at least twenty dollars. The customer's average monthly interexchange bills for not less than the prior three months shall be used in determining the increase.

e. Abnormal Usage Before Six Months. For customers with less than six consecutive months of service, abnormal usage of interexchange service is defined as when one month's interexchange service exceeds the deposit attributable to interexchange service by at least twenty-five percent, amounting to at least twenty-five dollars.

f. Handling of Deposits. Deposits shall be sent to: Teleconnect Company, 500 Second Avenue S.E., Cedar Rapids, Iowa 52401. Teleconnect will maintain records which show the name and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Unclaimed deposits together with accrued interest shall be credited to an appropriate account and shall be disposed of in accordance with

the law.

g. Receipts. A receipt of deposit will be furnished to each customer from whom a deposit is received. Upon customer request, duplicate receipts will be provided to customers who have lost their receipt if the deposit is substantiated by Teleconnect's records.

h. Customer Obligations. The fact that a deposit has been made in no way relieves the customer from complying with Teleconnect's regulations as to the prompt payment of bills.

i. Interest. Deposits shall earn on the monthly, unused balance not less than simple annual interest based on the three-month financial commercial paper rate published by the Federal Reserve Board, on November 30th, of the prior year.

j. Refund or Credit. The deposit shall be refunded or credited to the customer after not more than twelve consecutive months of prompt payment. Within thirty days of issuance of the final bill, the amount of the deposit plus any accrued interest is credited to the customer's account and any credit balance is refunded.

k. Re-establishment of Deposit. If the customer is delinquent one or more months during any twelve month period, Teleconnect may implement or re-implement a deposit as set forth in this catalog schedule.

ADVANCE PAYMENTS

a. Applicants. Applicants for interexchange service who are required to make a deposit may be required to pay in advance of installation any service connection or installation changes.

b. Existing Customers. Existing customers who apply for additional interexchange service or changes in their existing service may be required to make advance payments, as described above, when the customer does not meet Teleconnect's credit standards or a sufficient credit history is unavailable.

RULE NO. 8 – NOTICE OF DISCONNECTION OF SERVICE

DISCONNECTION

Teleconnect disconnects in the manner described in RULE 11.

RULE NO. 9 – RENDERING AND PAYMENT OF BILLS

BILLS

a. Regular Bills. Regular customer bills are issued monthly. Each bill contains the dates included in the billing period, dates for service charges associated with work performed and the last date for timely payment. Bills include the amount the customer is charged, stated by category, sales tax and excise tax, with separate entries for total amounts current or in arrears.

b. Customer Requested Adjustments. Reasonable customer requested adjustments to monthly bills may be made if the customer brings the desired adjustment to Teleconnect's attention within 60 days of issuance of the bill. Teleconnect reserves the right to extend the period for adjustments beyond the 60 day period if, in Teleconnect's judgment, the situation so warrants.

TERMS AND CONDITIONS

Service is provided and billed on the basis of a minimum period of at least one month beginning on the date that billing becomes effective, and continues to be provided until the customer requests cancellation or until Teleconnect disconnects service pursuant to the provisions of this catalog schedule.

PAYMENT FOR SERVICE

The rates specified in this catalog schedule are generally rates based on usage, billed monthly, and generally payable in arrears except as otherwise provided.

All customers shall be permitted to have a last date for timely payment changeable for cause in writing. Such a change will become effective when acknowledged by Teleconnect. Until acknowledged, no change in date of timely payment is recognized by Teleconnect.

Customer payments are considered prompt when received at Teleconnect or its agent by the due date on the bill. The due date is 20 days after the bill is rendered and may be designated "due by," "pay by," or "if paid by" on the customer bill. Any customer not paying within 20 days is considered delinquent.

Teleconnect does not assess a late payment charge expt for forfeiture of High Volume Discounts (including multi-location discounts) as applicable to any service. In such cases, the late payment charge is forfeiture of the High Volume Discount applicable to all calls. This late charge will be assessed beginning with the first delinquent payment in any twelve month period. Teleconnect may request payment upon issuance of a final bill when service is terminated at the customer's request. For all other bills, payment will not be requested until the due date.

The customer is held responsible for all charges for services furnished at the customer's request and for all toll service furnished. Failure to receive a bill does not exempt the customer from prompt payment of the account. It is the customer's responsibility to contact Teleconnect when no bill is received.

Except as provided elsewhere in this catalog schedule, the rate for a fractional part of a billing period is a pro rata share of the rates for a full billing period as specified in this catalog schedule. If the prorating indicates a refund is due, the refund is applied as a bill credit.

PAYMENT

Bills may be paid by mail or in person at the sales office of Teleconnect. All charges for service are payable only in United States Currency. Payment may be made by cash or check. A penalty charge of $10.00 will apply on all returned checks.

LATE PAYMENT

a. Legal Fees, Costs. The customer is liable for any legal fees incurred by Teleconnect in the process of collecting a past-due amount. The amount of these fees can be determined by officers of the court if the proceedings are fully litigated. If the customer acquiesces to Teleconnect's demand for payment before a judgment is rendered, Teleconnect will bill the delinquent customer for costs incurred to that point. The customer is entitled to a statement of legal fees that are being assessed.

b. Customer Deposits. Teleconnect will apply a customer's deposit on file toward that customer's delinquent payment amount.

c. High Volume Discount. DaySaver Plus customers who submit delinquent payments shall forfeit the High Volume Discount as specified in this catalog schedule.

INITIAL SERVICE PERIODS AND TERMINATION OF SERVICE

Subscribers may cancel without termination fees or penalties any new tariffed service or any new contract for service within 30 days after the new service is initiated. This Rule does not relieve the subscriber from payment for per use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on the customer’s premises (such as wiring or equipment installation) before the subscriber canceled.

OTHER COMPANIES' CHARGES

Teleconnect is not in all cases responsible for local telephone charges incurred by the customer in gaining access to the carrier's network. Only when Teleconnect is the designated agent of the customer for ordering DALs, WALs, etc. does such an obligation exist.

PAYMENT FOR USAGE

Usage is billed in arrears.

RULE NO. 10 – DISPUTED BILLS

All disputed charges for any telecommunications service are subject to a rebuttable presumption that the charges are unauthorized unless there is (i) a record of affirmative subscriber authorization; (ii) a demonstrated pattern of knowledgeable past use; or (iii) other persuasive evidence of authorization.

CUSTOMER COMPLAINTS

A customer or prospective customer may initiate a complaint with Teleconnect on any relevant matter by telephone, in person, or in writing directed to Teleconnect at any of its offices. Teleconnect's response to the complaint will generally be in the same form used by the customer. However, Teleconnect may respond to written complaints by telephone or personal visits when it believes such communications will be effective in resolution of the issues.

The customer may at any point during resolution of the complaint seek review by a supervisor or manager. If the customer is still not satisfied, the nature of the complaint with sufficient detail to afford an investigation should be documented and addressed to: Director of Customer Service, Teleconnect Company, 500 Second Avenue S.E., Cedar Rapids, Iowa 52401.

In the event of a billing dispute between the customer and Teleconnect for services furnished to the customer which cannot be settled to their mutual satisfaction, the customer may appeal to the Commission for its investigation and decision. The addresses of the California Public Utilities Commission are (1) 505 Van Ness Avenue, San Francisco, California 94102, and (2) State Office, 107 South Broadway, Los Angeles, California 90012.

RULE NO. 11 – DISCONTINUANCE AND RESTORATION OF SERVICE

DISCONNECTION OF SERVICE

Teleconnect will follow the appropriate state requirements.

a. Without Prior Notice. Interexchange service may be refused or disconnected without prior notice by Teleconnect for the following reasons:

.01 In the event of a condition on the customer's premises determined by Teleconnect to be hazardous.

.02 In the event of customer's user in such a manner as to adversely affect Teleconnect's facilities or Teleconnect's service to others.

.03 In the event of tampering with facilities leased or owned by Teleconnect.

.04 In the event of interexchange service being used by a customer in connection with a plan or contrivance to secure a large volume of interexchange calls to be directed to such customer or the telephone service of any designated customer at or about the same time, resulting in preventing, obstructing, or delaying the interexchange service of others.

.05 In the event of unauthorized use following the disconnection of service for any of these reasons, Teleconnect will notify the telephone customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where a customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

b. With Prior Notice. Service can be disconnected with prior notice for the following reasons:

.01 In the event the customer is indebted to Teleconnect for the same type of telephone service previously furnished.

.02 In the event the customer supplied false or inaccurate information of a material nature in order to obtain telephone service.

.03 For failure of the customer or prospective customer to furnish service equipment, permits, certificates, rights of way necessary to obtain service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon him or her as conditions of obtaining service by a contract filed with and subject to the regulatory authority of the Commission.

.04 For failure of the customer to permit Teleconnect reasonable access to its facilities on the customer's premises.

.05 For nonpayment of a bill, where a reasonable attempt has been made at collection, except bills for: merchandise purchased from Teleconnect or a different class of service.

.06 For nonpayment of deposit as specified.

.07 In the event the service is or is likely to be used for unlawful purposes.

.08 Any other violation of the conditions governing the furnishing of service.

.09 For violation or noncompliance with Teleconnect's rule on file with the Commission, the requirements on any municipal ordinance, regulation or law pertaining to the service.

c. Notice. For disconnection with prior notice, written notice of a pending disconnect will be rendered five days prior to the disconnection. The notice will include all reasons for the disconnect and the final date by which payment is to be made or specific action taken. The notice will include a toll-free number where a customer can obtain additional information. A notice of disconnect based upon nonpayment will not be issued until the bill becomes delinquent. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

d. Unusual Circumstances. In unusual credit circumstances or abnormal usage of service which would result in undue revenue loss, disconnection may occur prior to the expiration of the seven-day notice.

e. Time Restrictions on Disconnection. Except as provided for disconnect without prior notice or in unusual credit circumstances or abnormal usage of service, no calls will be disconnected on the day preceding or the day on which Teleconnect is closed. Service will not be disconnected on a weekend, holiday, or after 2 p.m. unless service can be reconnected the same day.

SUSPENDED SERVICE

Teleconnect may suspend service when a customer is delinquent in payment. Teleconnect will issue the same five-day notice for suspension of service as is issued for termination of service. If Teleconnect and the customer cannot resolve payment of the delinquent bill, service may be terminated without any additional notice, and without service being reestablished.

DEACTIVATION OF SERVICE

If a customer's Teleconnect service is unused for a period of six consecutive months, the customer's authorization code may be deactivated. Deactivation of an authorization code under this section will be done only upon five days notice to the customer. Service will be restored by issuance of a new authorization code without charge upon subsequent written request of the customer.

PAYMENT TO HAVE SERVICE RESTORED

The maximum payment required for restoration of service that existed prior to disconnection shall be the total past-due amount, applicable charges, an Advance Payment and Deposit as specified elsewhere in this catalog schedule and where permitted by state tariff, a restoration of service charge.

RESTORAL OF SERVICE CHARGE

If a subscriber has had service disconnect involuntarily and has been properly noticed, Teleconnect may assess a reasonable restoral of service charge to reconnect service. The restoral of service charge will be applicable in an amount up to $50.00.

RULE NO. 12 – OPTIONAL RATES AND INFORMATION TO BE PROVIDED TO THE PUBLIC

In the event of adoption by the carrier of new or optional schedules of rates, the carrier will advise its customers through bill stuffers that they are available.

A copy of this catalog schedule and advice letters will be available for public inspection in the carrier's sales office during regular business hours.

The carrier will post in a conspicuous place in its business office, a notice to the effect that a copy of this catalog schedule and advice letters as filed with the Cal. P.U.C. are available for public inspection.

TEMPORARY SERVICE

Temporary service or service to speculative projects will be provided if consistent with the best interest of Teleconnect. Rates and conditions for such service will be those published in this catalog schedule. Any customer paying the normal subscription fees shall be eligible to utilize the service.

From time to time Telecom*USA may provide certain special, temporary promotional offerings to its customers. These offerings may be limited to certain dates, times and locations.

RULE NO. 14 – CONTINUITY OF SERVICE

GENERAL

Teleconnect offers its services 24 hours a day, seven days a week, 365 days a year.

LIABILITY

a. Limitation. The liability of Teleconnect for damages to any party arising out of mistakes, omissions, interruption, delays, errors, or defects in transmission occurring in the course of furnishing service or facilities shall in no event exceed an amount equivalent to the metered rate charged by Teleconnect for the defective call or, for nonmetered services, the proportionate rate to the customer for the period of service during which mistake, omission, interruption, delay, error, or defect in transmission occurs.

b. Out of Service Conditions. Teleconnect shall make all reasonable efforts to prevent out of service conditions. An out of service condition exists when Teleconnect facilities, either leased or owned, are either not functioning or are malfunctioning such that the customer can complete no interexchange calls on the Teleconnect network or such that the quality of transmission of all calls on the Teleconnect network is degraded below the minimum acceptable standard.

c. Out of Service Adjustment. In the event of an out of service condition which is not due to the negligence or willful act of the customer and which is due to the failure of a Teleconnect-owned or leased facility, a pro rata adjustment will be made of any fixed monthly or annual rates for the service affected by said out of service conditions as follows:

.01 The out of service period will be considered to begin at the time the customer first notifies Teleconnect of the service outage. If, in the judgment of Teleconnect, circumstances prevent a customer from notifying Teleconnect of an out of service condition, the requirement for notification to Teleconnect may be waived, in which case the out of service period will begin with the time at

which the out of service condition is first known to Teleconnect.

.02 When the out of service period extends beyond twenty-four (24) hours, the charges for the service affected will be voluntarily adjusted on a pro rata basis for the duration of the service outage.

.03 When an out of service condition continues for a period of less than twenty-four (24) hours, adjustments for such outages will be made if in the opinion of Teleconnect circumstances so warrant.

d. Customer Equipment. Teleconnect shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission or other injury, which is caused by customer provided equipment or non-Teleconnect services being used in conjunction with Teleconnect service. It shall be the customer's responsibility to ensure that the customer premises equipment is compatible with the service furnished by Teleconnect.

e. Voice Grace Service. Unless an application is specifically guaranteed by Teleconnect, Teleconnect shall not be liable for damages arising out of the use of the Teleconnect network for the transmission of other than voice grade service.

RULE NO. 15 – EMPLOYEE SERVICE

Employees of Teleconnect receive no special rates or discounts.

RULE NO. 16 – SERVICE CONNECTION AND FACILITIES

INTERCONNECTION WITH OTHER CARRIERS

Service furnished by Teleconnect may be connected with services or facilities of another participating carrier or may be provided over facilities solely provided by local utilities and/or interexchange carriers other than Teleconnect. Service furnished by Teleconnect is not part of a joint undertaking with such other carriers.

MAINTENANCE AND REPAIR

a. Customer Liability. The customer shall be responsible for damages to Teleconnect's leased or owned facilities caused by the negligence or willful act of the customer or those using Teleconnect service through the customer. The customer or those using Teleconnect service through the customer may not alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, or permit others to alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, any Teleconnect facilities except upon written consent of Teleconnect.

b. Leased or Owned Facilities. The customer's obligation to Teleconnect is the same whether the facilities involved are Teleconnect-owned facilities or are facilities leased by Teleconnect from another party. If Teleconnect incurs expenses due to the customer's actions which result in damage to or impairment of Teleconnect leased facilities, Teleconnect will pass through to the customer any and all expense which the owner of the facilities imposes on Teleconnect.

c. Limitation on Liability. Teleconnect should have no liability for any damage resulting from actions prohibited under this catalog schedule, including but not limited to:

.01 Lawsuits or other legal action

.02 Damage caused by abnormal voltage

.03 Fire

.04 Medical expense, lost wages, and other expenses for injured personnel

.05 Damage to C.P.E. or inside wiring

.06 Damage to the customer's premise

.07 Any and all other losses suffered by the customer

RULE NO. 17 – MEASUREMENT OF SERVICE

DETERMINATION OF DURATION

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.

.02 Chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

Teleconnect's typical connection is an FGD and therefore, does receive hard-wire voice detection for one plus calls placed over its network.

In those limited cases where hard-wire voice detection is not available, Teleconnect makes use of software voice detection and, therefore, has confidence in our ability to measure usage.

RULE NO. 18 – METER TESTS AND ADJUSTMENT OF BILLS FOR METER ERROR

Rule not applicable.

RULE NO. 19 – SUPPLY TO SEPARATE PREMISES AND RESALE

Rule not applicable.

RULE NO. 20 – LIMITATIONS

AVAILABILITY OF FACILITIES, REQUIREMENTS OF SUPPLIERS

Service is offered subject to the availability of facilities, both leased and owned; the requirements imposed by facility based carriers and their tariffs, and the provisions of this catalog schedule.

FORCE MAJEURE

Teleconnect reserves the right to discontinue furnishing service upon written notice when necessitated by events or circumstances beyond its control or when the customer is using the service in violation of the provisions of the Tariff or in violation of the law.

RULE NO. 21 – USE OF SERVICE FOR UNLAWFUL PURPOSES

The services tariffed are furnished subject to the condition that they will not be used for any unlawful purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If Teleconnect receives other evidence

giving reasonable cause to believe that such services are being or are likely to be so used, it will either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

RULE NO. 22 – AFFILIATIONS

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

RULE NO. 23 – INDEMNIFICATION

INDEMNIFICATION

The customer indemnifies and saves Teleconnect harmless against all claims arising out of any act or omission of the customer in connection with services provided by Teleconnect, including but not limited to:

.01 Claims arising from the content or use of material transmitted over its facilities, including claims for libel, slander, or infringement of copyright.

.02 Claims for infringement of patents arising from the use of Teleconnect services in connection with the facilities, apparatus, or systems of the customer.

RULE NO. 24 – UNAUTHORIZED USE

UNAUTHORIZED USE

Any individual who uses or receives Teleconnect service, other than under the provisions of an accepted application for service and a current customer relationship, shall be liable both for the tariffed cost of the service received and for Teleconnect's costs of investigation and collection.

RULE NO. 25 – RESERVED FOR FUTURE USE

RULE NO. 26 – RESERVED FOR FUTURE USE

RULE NO. 27 - BACKBILLING PROCEDURE

A bill shall not include any previously unbilled charge for service furnished prior to three (3) months immediately preceding the date of the bill.

The following are exceptions which would allow backbilling beyond the prior three months:

1) Collect Calls

2) Credit Card Calls

3) Third Party Calls

4) "Error File" Calls (calls which cannot be billed due to the unavailability of complete billing information to the LEC).

8) Backbilling for a period of one and one-half (1-1/2) years will be permitted in cases involving toll fraud.

RULE NO. 28 – CANCELLATION AND RESTORATION OF SERVICE

A. CANCELLATION

1. CANCELLATION OF SERVICE BY A CUSTOMER

.01 If a customer cancels his order for service before the service begins, before completion of the minimum period or before completion or some other period mutually agreed upon by the customer and MCI, a charge will be levied upon the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by MCI and not fully reimbursed by installation and monthly charges. If, based on an order by a customer, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by the customer.

.02 If an order for installation is delayed for more than 30 days beyond the due date, and such delay is not requested or caused by the customer, the customer may cancel the order without incurring cancellation charges.

2. CANCELLATION FOR CAUSE BY MCI

.01 MCI may discontinue the furnishing of any and/or all service(s) to a customer, without incurring any liability:

.011 Immediately and without notice if MCI deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, MCI may discontinue service pursuant to this sub-section A.2.011 if:

.0111 The customer refuses to furnish information to MCI regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or

.0112 The customer provided false information to MCI regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of MCI service(s); or

.0113 The customer states that it will not comply with a request of MCI for security for the payment for service(s) in accordance with Rule No. 7; or

.0114 The customer has been given written notice by MCI of any past due amount, which remains unpaid in whole or in part, for any of MCI's other common carrier communications services to which the customer either

subscribes or had subscribed or used; or

.0115 The customer either (1) accesses MCI service by dialing 1010222, or any other MCI carrier identification code, or (2) having (T) presubscribed to MCI's Dial "1" Long Distance Service (Option A), has had its account(s) canceled and has been removed from MCI's billing system and is being billed for its subsequent use of MCI's network by the local exchange carrier, and either refuses to pay when billed for MCI service(s) or indicates to MCI or its billing entity that it will not pay for MCI services(s) used by it.

RULE NO. 29 – USE OF SERVICE FOR RESIDENTIAL AND SMALL BUSINESS CUSTOMERS

1. Effective February 1, 2009, the Company will no longer offer long distance service to new customers in areas in which local exchange service is provided by any subsidiary or affiliate of Verizon not subject to this tariff. Customers currently subscribed to Company service will no longer be able to move, add to, or change the service to which they are subscribed, except that customers may switch to a different Company service for which they are eligible if they wish. All residential and small business end users will continue to be able to access the Company network and will be subject to this tariff on a non-presubscribed basis, e.g. collect calling, "dial around" services, or where their local exchange carrier installs the Company as the long distance PIC without the customer directly signing up with the Company for any calling plan.

TITLE SHEET

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

EFFECTIVE 11/01/12

_____

CHANGE SHEET

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

Revisions to Catalog Schedule No. 1, Effective 11/01/12

PAGE Nos. 2, 3, 4, 18, 19, 20, 21, 22, 34, 44, 45 and 52

- Removal of Super Wats Plus and Personal Hotline 800 services terms, conditions and rates.

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PRELIMINARY STATEMENT

This catalog schedule contains all effective rates and rules together with information relating to, and applicable to Teleconnect's Services.

Teleconnect Services also provides interstate telecommunications service within the United States.

Effective August 1, 2001, pursuant to the direction of the Federal Communications Commission (FCC), Teleconnect is canceling its federal tariffs for services with certain exceptions, including those pertaining to exchange access, casual calling, and basic long distance service during a 45-day period for customers who sign up for Teleconnect service with a Local Exchange Carrier (LEC). International services for Residential and Small Business customers will also remain tariffed through January 27, 2002. Beginning August 1, service descriptions, definitions, terms and conditions, and pricing for the Business Markets services no longer federally tariffed may be found in the "Service Publication and Price Guide" located at the website http://www.worldcom.com. Also, beginning August 1, service descriptions, definitions, terms and conditions, and pricing for state-to-state Residential and Small Business services no longer federally tariffed may be found i) at http://www.mci.com/service for Residential services and http://www.mci.com/sb/service_agreement for Small Business services, or ii) by calling 1-800-444-3333.

SERVICE AREA MAP

Teleconnect provides switched intrastate long distance telecommunications services within the State of California.

Teleconnect has been granted authority by the Cal. P.U.C. to provide service within the State of California.



SERVICE AREA

In the following exchanges Teleconnect offers FGD connections only for access to its services. In such situations, only subscribers served from a local switch, which has been converted to equal access, can obtain service from Teleconnect.

Metro Los Angeles
Metro San Francisco
Metro San Jose
Metro Oakland
Metro San Diego
Metro Sacramento #3
Metro Bakersfield
Metro Stockton #9
Metro Santa Rosa
Metro Modesto
Agoura Hills
Anaheim
Buena Park
Burbank
Canoga Park
Carson
Chico
Colton
Concord
Metro Napa
Metro Fairfield
Metro Visalia
Metro Salinas
Metro San Bernadino
Metro Pomona
Metro Ontario
Metro Oceanside #6
Metro Richmond
Metro Monterey
Mar Vista
Montebello
Newark
Norwalk
Orange
Palo Alto
Pinole
Redondo Beach
Redwood City

Culver City	Reseda
Danville	San Carlos
Downey	San Leandro
El Monte	San Mateo
El Segundo	San Rafael
Fremont	Santa Ana
Glendale	Santa Barbara
Hawthorne	Santa Cruz
Inglewood	Torrance
Lomita	Van Nuys
Long Beach	West Lakeville
Westminster	

RATE SCHEDULE

APPLICABILITY

This catalog schedule applies to intrastate interexchange telecommunications service furnished by Teleconnect Company (Teleconnect).

TERRITORY

Within the areas of all exchanges, as said exchanges are defined on Sheet 10-T herein, as authorized by the California P.U.C.

DAYSAVER AND DAYSAVER PLUS RATES
(Effective January 1, 1995, Daysaver Plus will no longer be available to new subscribers.)

a. Day Rates. These rates are applicable 8:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of holidays.

Initial 30 seconds	Each additional six seconds
$0.1300	$0.0260

b. Evening/Night/Weekend Rates. These rates apply at all other times not listed in a. above.

Initial 30 seconds	Each additional six seconds
$0.0975	$0.0195

MAX-SAVE RATES

a. Day Rates. These rates are applicable 8:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of holidays.

Initial 30 seconds	Each additional six seconds
$0.1215	$0.0243

b. Evening/Night/Weekend Rates. These rates apply at all other times not listed in a. above.

Initial 30 seconds	Each additional six seconds
$0.0912	$0.0182

HIGH VOLUME DISCOUNTS

a. DaySaver Plus. DaySaver Plus customers' month call volumes are subject in whole or in part to high volume discounts. These discounts reduce a customer's bill below the amount of the cumulative message rate.

b. Exempt Calls. The following types of calls are not subject to a high volume discount and are not considered in calculating a customer's volume when determining the magnitude of that customer's high volume discount:

c. Application. At the end of each billing cycle the dollar volume of the customer's calls during the billing cycle is calculated. This is the aggregate of both interstate and intrastate calls, excluding those specified in Exempt Calls (b) above.

d. DaySaver Plus. For DaySaver Plus customers, the volume described in c. above will be used to determine the amount of the high volume discount. The high volume discount will be applied only to the daytime portion of that call volume.

e. Amount of Discount. The high volume discount applied is based on the volume of the customer's billing cycle calls, as follows:

Day Saver Plus

Volume of Billing Cycle Calls	High Volume Discount
$ 0 - $ 499.99	0%
$ 500 - $ 999.99	5%
$1,000 - $1,999.99	10%
$2,000 Plus	15%

RATES AND CHARGES - MONTHLY AND NONRECURRING -DAYSAVER, MAX-SAVE

The monthly and nonrecurring rates and charges applicable to DaySaver, DaySaver Plus and MAX-SAVE include one authorization code and are as follows:

Service	Monthly	Nonrecurring
DaySaver (Includes Teleconnect payment for PIC charges of up to $5.00 per line.)	N/A	$49.00
DaySaver Plus (Includes Teleconnect payment for PIC charges of up to $5.00.)	N/A	$49.00
MAX-SAVE	N/A	$00.00

SMARTminutes
(A customer may pre-subscribe up to two lines for SMARTminutes or may access the service by dialing 1010826. If a customer dials 1010826, SMARTminutes rates apply only when a call is placed from a pre-subscribed SMARTminutes phone.

(Effective October 12, 1998, SMARTminutes will not be available to new customers)

Usage Rates
All periods $0.07 per minute - Interlata
$0.07 per minute - Intralata

Features
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes.

SMARTminutes Calling Card
(Effective April 1, 1997, SMARTminutes Calling Card will no longer be available to new customers.)

Customers will be charged a per minuted usage rate and a per call surcharge pursuant to Teleconnect' FCC Tariff No. 4, for all SMARTminutes Calling Card calls that originate and terminate in the state.

SMARTminutes Advantage
(Effective October 12, 1998, SMARTminutes Advantage will no longer be available to new customers)
(Service is available on a limited geographic basis and for customers of certain Local Exchange Carriers.)

SMARTminutes Advantage is an outbound residential service that allows customers to originate calls via Local Exchange Carrier Feature Group D (FGD) access lines. Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Advantage. All SMARTminutes Advantage calls are subject to an initial one-minute duration with additional one-minute increments.

Usage Rates - All periods	$0.07 per minute - Interlata
	$0.07 per minute - Intralata

SMARTminutes Advantage Calling Card
Customers will be charged a per minuted usage rate and a per call surcharge pursuant to Teleconnect's FCC Tariff No. 4, for all SMARTminutes Advantage Calling Card calls that originate and terminate in the state.

Savings Club
Savings Club is an outbound residential service that allows customers to originate calls via Local Exchange Carrier Feature Group D (FGD) access lines. A customer may designate up to two lines for Savings Club Service. Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to Savings Club. All Savings Club calls are subject to an initial one-minute duration with additional one-minute increments.

Usage Rates - All periods	$0.07 per minute - Interlata
	$0.07 per minute - Intralata

SMARTminutes for business
(Effective April 1, 1997, this service will no longer be available to new customers.)

Description:
SMARTminutes for business (an add-on to interstate service) is an inbound and outbound Commercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company carrier identification code (CIC); or (3) using a calling card access telephone number and personal identification number (PIN). Inbound service is accessed using common business line 800 termination. All SMARTminutes for business calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

Recurring charges:
Customers subscribing to inbound service will be charge a fee as described in Teleconnect's FCC Tariff No. 4 per month per 800 number.

Usage Rates:

Outbound:	$0.19 per minute	All periods
Calling Card:	$0.19 per minute	All periods
Inbound:	$0.19 per minute	All periods

Surcharge:
Calling Card surcharge: $1.20

Feature:
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes for business.

SMARTminutes for business Term Plan:
The SMARTminutes for business Term Plan is a term plan that provides discounts off intrastate usage rates. Customers who enroll in this plan will receive discounts (as described in Teleconnect's FCC Tariff No. 4) off standard tariffed rates for SMARTminutes for business. Directory Assistance, Operator Services and monthly recurring charges are not discountable.

Term Commitment and Renewal Option:
A customer must commit to service for a term of either one or two years. The term of the SMARTminutes for business Term Plan will commence no earlier than the first day of the billing month in which the customer subscribes to the plan. Upon expiration of the term, the customer will revert to standard tariffed rates for SMARTminutes for business.

Early Termination:
Discontinuance of service under the SMARTminutes for business Term Plan prior to the expiration of the committed therm constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge as described in Teleconnect's FCC Tariff No. 4.

Monthly Minimum Usage Fee
A fee up to $5.00 per account will be assessed if the total charges are less than $5.00 per account per monthly invoice.

Toll Free: Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

SMARTminutes Toll Free
(Effective April 1, 1997, this service will no longer be available to new customers.)

1. Description

   Nature of Service: SMARTminutes Toll Free is an inbound and outbound Commercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company Carrier Identification Code (CIC). Inbound service is accessed using common business line 800 terminations. SMARTminutes Toll Free calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

2. Availability

   a. SMARTminutes Toll Free is available for calling within the state.

   b. SMARTminutes Toll Free is only offered as an add-on to Teleconnect's interstate SMARTminutes Toll Free offering.

3. Rates and Charges

   a. Usage rates:

      Direct Dial
      $0.19 for all time of day rate periods for both inbound and outbound calls.

      Calling Card
      Customers will be charged a per minuted usage rate of $ 0.23 and a per call surcharge of $1.20 for all SMARTminutes Toll Free Calling Card calls that originate and terminate in the state.

   b. Features:
      Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Toll Free.

c. Toll Free:
Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

SMARTminutes Buy Down Plan
(Effective April 1, 1997, this service will no longer be available to new customers.)

1. Description

Nature of Service: SMARTminutes Buy Down Plan is an outbound Comercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company Carrier Identification Code (CIC). SMARTminutes Buy Down Plan calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

2. Availability

a. SMARTminutes Buy Down Plan is available for calling within the state.

b. SMARTminutes Buy Down Plan is only offered as an add-on to Teleconnect's interstate

SMARTminutes Buy Down Plan offering.

3. Rates and Charges

a. Usage rates:

Direct Dial
$0.19 for all time of day rate periods for both inbound and outbound calls.

Calling Card
Customers will be charged a per minuted usage rate of $0.23 and a per call surcharge of $1.20 for all SMARTminutes Buy Down Plan Calling Card calls that originate and terminate in the state.

b. Features:
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Buy Down Plan.

c. Toll Free:
Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

10-10-321

1. Description
Teleconnect will offer the following plan to customers who access Teleconnect service by dialing the access number 10-10-321. Calls will be rounded to the nearest full minute. When application of the usage rates results in a fraction of a cent, the call will be rounded down to the nearest whole cent. Calls beginning in one rate period and ending in another rate period will be billed the rate in effect for each period in which the call applies. Customers will receive the following rates for intrastate and intralata calls.

.011 InterLATA per minute usage rates
$0.20

.012 IntraLATA per minute usage rates
$0.11

10-10-220

The Company will offer the following plan for customers who access company service by dialing the Company designated Carrier Identification Code (CIC), 10-10-220. The customer will be charged $1.20 for the first 10 minutes (or any portion thereof) of usage per call and $0.20 per minute for each minute of usage thereafter.

10-10-987 Calling:

1. Description:
   1010987 Calling is an outbound service that allows customers to originate intrastate (interLATA and intraLATA) calls via local exchange carrier access facilities.

2. Rates:
   Customers who access Teleconnect services by dialing Company carrier identification code (CIC) 1010987 will be charged i) a per-call surcharge of $0.53 and ii) $0.06 per minute for each minute of intrastate (interLATA and intraLATA) usage, excluding calls to Operator Services and Directory Assistance.

Casual Caller

An instate InterLATA and IntraLATA per minute rate of **$1.27** with no surcharge is applicable to calls placed by Casual Callers who access Company service by direct dial access or by dialing 1010222, 1010286 or any other Company Carrier Identification Code. A $2.50 per call surcharge applies to these calls.

TUSA TalkSmarter Block-of-Time 500
(Effective June 1, 2008, TUSA TalkSmarter Block-of-Time 500 will no longer be available to new customers and existing customers of this service will no longer be able to move, add to, or make changes to their service.)

TUSA TalkSmarter 500 is an outbound and inbound service designed primarily for residential customers. TUSA TalkSmarter 500 includes a block of time structure with a flat rate structure for Dial 1 calls made outside the block-of-time allotment, and a flat rate structure for calling card service. No term plan options will apply to this service. All intrastate Dial-1 calls and calling card calls will have a 60 second rounding. If the computed charge includes a fraction of a cent, the fraction is rounded down to the nearest whole cent. A monthly charge will apply to this service.

Monthly Account Fees: Customers enrolled in this plan will be charged a $15.00 monthly recurring charge.

Access Methods and Charges:

i) Dial-1 Access: TUSA TalkSmarter Block-of-Time 500 can be used for Dial-1 access. Customers will receive an allotment of up to 500 minutes per monthly period that may be used for interstate and intrastate (interLATA and intraLATA) dial-1 usage. TUSA TalkSmarter Block-of-Time 500 customers will be charged the following rates for each minute of usage over the allotment. Customers may place these calls 24 hours a day and 7 days a week.

   Intrastate (InterLATA & IntraLATA) per minute charge: $0.03

j) Calling Card: TUSA TalkSmarter Block-of-Time 500 Calling Card access is available for origination from touch tone or rotary phones by dialing an MCI provided 800 number. Customers will be charged a per minute rate of $0.15 for all time periods for all intrastate calling card calls which terminate to the customers billed ANI. No per call surcharge will apply to these calls. All other calls will be charged a per minute rate of $0.89 for all intraLATA and interLATA calling card calls. No per call surcharge will apply to these calls.

c) Personal 800 Number: Personal 800 is non-applicable to customers who subscribe to this service.

d) Directory Assistance/Directory Assistance Call Completion:

A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One request may be made on each directory assistance call. The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number. Customers may request the Directory Assistance operator to complete a call to the last number requested on that particular Directory Assistance call. The customer will be charge a usage rate in accordance with the Company Local Exchange Service to which the customer is presubscribed for completed calls.

Directory Assistance	$1.99
Directory Assistance Call Completion Per Call Charge:	$0.35

e) Operator Assistance: **(Effective December 5, 2011, Commercial credit card billing for operator assisted calls will no longer be available where payment is made via an automated or live operator.)**
Operator Services are outbound services allowing the customers to originate calls via local exchange carrier facilities, or by using a Company or Local Exchange Carrier calling card. All Operator Services calls are subjected to a one minute initial increment with additional one minute increments. When a call is subject to more than one service charge, only the highest service charge applies.

Per Minute Rates

Mileage Band	Business Day 1st	Business Day / add'l	Evening 1st	Evening / add'l	Night/Weekend 1st	Night/Weekend / add'l
0-10	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
11-22	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
23-55	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
56-124	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
125-292	$0.65	$0.65	$0.65	$0.65	$0.33	$0.65
293+	$0.65	$0.65	$0.65	$0.65	$0.36	$0.65

Surcharge: The following surcharge apply with a one time per-call placement charge added to the initial minute of each Teleconnect Operator Service call.

Per Call Surcharge

3rd Party:	$4.35
1st Party Station-to-Station:*	$4.35
1st Party Person-to-Person:*	$3.15
Station-to-Station Collect:	$4.35
Person-to-Person Collect:	$3.15
LEC/Commercial Calling Card:	$0.72
Operator Dialed:	$1.00

* For calls made from private residential or business phones by Casual Callers , which are completed with the assistance of a Teleconnect operator; an additional surcharge of $2.50 will apply.

TUSA TalkSmarter USA
(Effective June 1, 2008, TUSA TalkSmarter USA will no longer be available to new customers and existing customers of this service will no longer be able to move, add to, or make changes to their service.)

TUSA TalkSmarter USA is an outbound and inbound service designed primarily for residential customers. TUSA TalkSmarter USA includes a flat rate structure for Dial 1, and calling card service. No term plan options will apply to this service. All intrastate Dial-1 calls will have 60 second rounding for the first minute and 6 second for each additional minute. Intrastate Callings Card calls will have 60 second rounding. If the computed charge includes a fraction of a cent, the fraction is rounded down to the nearest whole cent. A monthly charge will apply to this service. Monthly Account Fees: Customers enrolled in this plan will be charged a $4.95 monthly recurring charge.

Access Methods and Charges:

i) Dial-1 Access: TUSA TalkSmarter USA can be used for Dial-1 access. Customers will be charged the following rates for intrastate (interLATA and intraLATA) dial-1 usage. Customers may place these calls 24 hours a day and 7 days a week.

Intrastate (InterLATA & IntraLATA) per minute charge:	$0.05

j) Calling Card: TUSA TalkSmarter USA Calling Card access is available for origination from touch tone or rotary phones by dialing an MCI provided 800number. Customers will be charged a per minute rate of $0.15 for all time periods for all intrastate calling card calls which terminate to the customers billed ANI. No per call surcharge will apply to these calls. All other calls will be charged a per minute rate of $0.89 for all intraLATA and interLATA calling card calls. No per call surcharge will apply to these calls.

c) Personal 800 Number: Personal 800 is non-applicable to customers who subscribe to this service.

d) Directory Assistance/Directory Assistance Call Completion: A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One request may be made on each directory assistance call. The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number. Customers may request the Directory Assistance operator to complete a call to the last number requested on that particular Directory Assistance call. The customer will be charge a usage rate in accordance with the Company Local Exchange Service to which the customer is presubscribed for completed calls.

Directory Assistance	$1.99
Directory Assistance Call Completion Per Call Charge:	$0.35

Basic Service

Basic Service is a one-way, dial-in dial-out multipoint service that allows customers to originate and terminate intrastate (interLATA and intraLATA) calls via Company-provided local business telephone lines. Subscribers to Basic Service may originate calls only in the city or cities in which they maintain an active Basic Service account. Basic Service calls are rounded to the next higher full minute.

Per Minute Usage Rates:

Interlata calls	
Peak	$0.15
Off - Peak	$0.10
Intralata calls	
Peak	$0.10
Off-Peak	$0.05

Telecom*USA Phone Cards

(Effective 5/1/11, Telecom*USA Phone Cards will no longer available to new customers.)
(Effective April 17, 2012, recharge requests on existing cards will no longer be processed.)

Telecom*USA Phone Cards is a prepaid calling card service that allows consumers to acquire and use cards to originate outbound direct dial calls via Telecom*USA provided 800 numbers. Telecom*USA Phone Cards can be used for both interstate and intrastate (intraLATA and interLATA) calls and are classified as MinutePass Branded Phone Cards where the calling service is provided by Telecom*USA (hereinafter “MinutePass Branded Phone Cards”).

There are two methods of providing MinutePass Branded Phone Card services to consumers as follows:

- Physical format which includes a preprinted phone number and a Personal Identification Number, hereinafter referred to as a “PIN”, delivered on a plastic card typically measuring 3-1/2" x 2-1/4"; or,

- Virtual format, which is delivered as a PIN when purchased via the World Wide Web.

Consumers can purchase MinutePass Branded Phone Cards either on the World Wide Web or a toll-free telephone number.

Prices for MinutePass Branded Phone Cards and recharge minutes are established by Telecom*USA.

This catalog schedule provides terms and conditions applicable to in-state calls made using MinutePass Branded Phone Cards. The terms and conditions set forth herein for such calls made with MinutePass Branded Phone Cards supplements the terms and conditions applicable to the sale and use of such cards as set forth in the Telecom*USA Service Agreement located at http://www.minutepass.com/ServiceAgreement.asp.

1. Card Values

   MinutePass Branded Phone Card are available as Dollar based cards, and display the initial dollar value of the card and a per minute rate for interstate calls.

2. Features

   Operator Assistance and Customer Service: Operator Assistance for call dialing is available at no charge to the consumer. Customer service is available on all cards at no charge to the consumer.

   Directory Assistance: Domestic Directory Assistance is available through the MinutePass Branded Phone Card. Directory Assistance requests will have a maximum charge of not greater than $1.50 per call. Consumers may request up to two listings per call. The Directory Assistance charge will be announced to the caller prior to connecting the call.

   Enhanced Directory Service: Golden Retriever, an Enhanced Directory Service, is available through MinutePass Branded Phone Cards and provides consumers with instant access to information including weather, reverse phone number look-up, phone number look-up and category search. Consumers may request up to three pieces of information per call to Enhanced Directory Service. Each such call is charged at a flat rate and is not subject to a per minute rate. The maximum charge for Golden Retriever is $1.50 per call.

3. Rates and Charges
   MinutePass Branded Prepaid Phone Cards are provided in various dollar based denominations by Telecom*USA with a stated interstate per minute value not to exceed $0.35.

   For completed in-state calls using a MinutePass Branded Phone Card, the value of a MinutePass Branded Phone card may be decremented up to 2 times the interstate minute described above. The value of each in-state minute equals 2 times the current interstate minute value as described in this service. Other charges or surcharges may apply to card use. Partial minutes used are billed as full minutes.

4. Recharging
   MinutePass Branded Phone Cards are rechargeable, meaning that additional value may be added to a card, subject to a maximum allowed value per card, unless the card has expired or as otherwise expressly stated on the card, card packaging, or in the Service Agreement. Such additional minutes will be charged at the prevailing per minute rate as of the date of recharging. A minimum of ten dollars ($10.00) and up to a specified maximum amount may be added to the card per each recharge. In addition to the foregoing, rechargeable cards are also subject to the following terms and conditions:

.01 Upon recharge, a recharge fee of up to a maximum of fifteen percent (15%) of the recharge value may be assessed.

.02 Recharge may be accomplished in any of the following manners:

.021 By credit or debit card using the toll free access number printed on the card and following the audio prompts.

.022 By registering the card for "auto-recharge," an expedited recharge process that alerts the consumer when their calling card balance falls below a certain level and offers the option of an automatic recharge in the same dollar amount of the customer's previous recharge.

Recharge minutes or dollars of service purchased via the toll free access number or through auto-recharge must be paid for with a verified valid credit or debit card.

5. Exclusions

MinutePass Branded Phone Cards cannot be used for calls to 700-, 900-, or 976 services or for certain operator assisted, third party billed or collect calls. Any unused balance on a MinutePass Branded Phone Card cannot be transferred to or combined with one or more other MinutePass Branded Phone Cards.

6. Availability of Service

There are no time of day or day of year restrictions for use of MinutePass Branded Phone Cards.

7. Regulations

Use of MinutePass Branded Phone Cards is available by calling the MinutePass toll free number printed on the card.

A completed call may only be charged to a MinutePass Branded Phone Card that has a balance sufficient to cover the charges assessed for the call. The MinutePass Branded Phone Card balance will be reduced by the appropriate minutes or dollars charged for the completed call.

After the number of the called party is dialed, but before the call is completed, the available balance of talk time based upon the telephone number of the called party will be announced to the caller. A MinutePass Branded Phone Card call will be interrupted with an announcement when the available balance on the card drops to one minute, based on the originating/terminating phone numbers of the call. Once the balance on the card is insufficient to continue, the call will terminate.

Credit allowances for interruptions: MinutePass Branded Phone Cards will credit one minute on a consumer's MinutePass Branded Phone Card in the event of poor call transmission or call cut off caused by Telecom*USA . To receive a credit, the consumer must promptly notify MinutePass Customer Service of the service problem by calling the Customer Service number printed on the card. Credit will not be given when interruptions are caused by the failure of systems not provided by Telecom*USA, by the failure of other Telecom*USA services connected to the MinutePass Branded Phone Card, for wrong telephone numbers or other causes outside the control of Telecom*USA.

Activated MinutePass Branded Phone Cards are non-refundable. Once activated, and subject to applicable terms and condition, a MinutePass Branded Phone Card may be used to originate direct dialed calls until the available card balance is depleted or the card expires, whichever first occurs. Card expiration dates will be specified on the card or the card packaging.

8. Other Conditions of Service

.01 The U.S. Public Payphone Surcharge applies when a MinutePass Branded Phone Card is used to place a call from a U.S. public or semi-public payphone.

.02 State Universal Service Charge: Telecom*USA may, at its option, apply the State Universal Service Charge at time of sale.

TRAC SERVICES

RATES AND CHARGES

a. Usage Charges - TRAC

.01 Day Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0321	$0.0107
293 - 430	$0.0369	$0.0123
431 - 925	$0.0378	$0.0126
925+	$0.0459	$0.0153

.02 Evening Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0278	$0.0093
293 - 430	$0.0311	$0.0104
431 - 925	$0.0341	$0.0114
925+	$0.0365	$0.0122

.03 Night/Weekend Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0223	$0.0074
293 - 430	$0.0242	$0.0081
431 - 925	$0.0264	$0.0088
925+	$0.0283	$0.0094

b. Usage Charges - TRAC 2000

.01 Day Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 – 292	$0.0330	$0.0110
293 – 430	$0.0351	$0.0117
431 +	$0.0375	$0.0125

.02 Evening Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0280	$0.0093
293 - 430	$0.0298	$0.0099
431 +	$0.0319	$0.0106

.03 Night/Weekend Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval

0 - 292	$0.0247	$0.0082
293 – 430	$0.0263	$0.0088
431 +	$0.0281	$0.0094

c. Discounts. Teleconnect will aggregate the interstate and intrastate usage for its individual TRAC service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

d. Recurring/Nonrecurring Charges. Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

TRAC 800 and 800 TRAC 2000

RATES AND CHARGES

a. Usage Charges

TRAC 800

.01 TRAC 800

Call Mileage	Daytime Rates Initial 30 Seconds	Evening Rates Initial 30 Seconds	Night Rates Initial 30 Seconds
0- 55	$0.0615	$0.0505	$0.0425
56-292	$0.1615	$0.0505	$0.0423
293-430	$0.0660	$0.0535	$0.0450
431-925	$0.0660	$0.0550	$0.0460

Call Mileage	Daytime Rates Additional 30 Seconds	Evening Rates Additional 30 Seconds	Night Rates Additional 30 Seconds
0- 55	$0.0123	$0.0101	$0.0085
56-292	$0.0123	$0.0101	$0.0085
293-430	$0.0132	$0.0107	$0.0090
431-925	$0.0136	$0.0110	$0.0092

.02 800 TRAC 2000

	Initial 30 Second Increment	Each Add'l 6 Second Increment
Day	$0.0560	$0.0112
Evening	$0.0490	$0.0098
Night/Weekend	$0.0410	$0.0082

b. Application. Teleconnect will aggregate the interstate and intrastate usage for its individual TRAC 800 and 800 TRAC 2000 service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

c. Recurring/Nonrecurring Charges. Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

800 SERVICE

RATES AND CHARGES

a. Usage Charges

.01 Profit Line and Profit Line Plus
(Effective January 1, 1995, 800 Profit Line Plus will no longer be available to new subscribers.)

	Initial 30 Seconds	Additional Tenth-of-a-minute
Day	$0.1150	$0.0230
Evening/Night/Weekend	$0.0863	$0.0173

.02 **[Reserved For Future Use.]**

Rate Per Minute

.03 800 SUPERWATS Plus[2]
(Effective January 1, 1995, 800 Superwats Plus - FGD access- will no longer be available to news subscribers.)

(a) Local Line

	Day	Evening	Night
Per Minute Rate	$.2150	$0.1828	$0.1828

(b) DAL

	Day	Evening	Night
Per Minute Rate	$.2150	$0.1300	$0.1105

b. High Volume Discount

.01 Application. Teleconnect will aggregate the interstate and intrastate usage for its individual 800 service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

c. Recurring/Nonrecurring Charges

.01

	Monthly	Nonrecurring
Profit Line	N/A*	N/A*
Profit Line Plus	N/A*	N/A*

.02 **[Reserved For Future Use.]**

.03 800 SUPERWATS PLUS - Ordering both 800 SUPERWATS PLUS and SUPERWATS PLUS simultaneously.

Fees

	Nonrecurring
Plan Type Set-up New Customer Ordering Both Inbound/Outbound Service	
Local Lines	N/A*
DAL	N/A*

Monthly Service Charges

	Recurring
Local Lines	N/A*
DAL	N/A*

* Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

.04 800 SUPERWATS PLUS - ordering inbound only.

Plan type set-up

	Non-Recurring
Local Line	N/A*
DAL	N/A*

Monthly Service Fee

	Recurring
Local Line	N/A*

	DAL	N/A*

d. Additional 800 Numbers

		Monthly	Nonrecurring
.01	Profit Line	N/A*	N/A*
.02	Profit Line Plus	N/A*	N/A*
.03			
.04	SUPERWATS		
	(a) Local Line	N/A*	N/A*
	(c) DAL	N/A*	N/A*

e. Line Charges Installation

	Non-Recurring
Local Line	N/A*
DAL	N/A*

f. Monthly Line Charge

	Recurring
Local Line	N/A*
DAL	N/A*

* Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

CHECK-LINK

RATES AND CHARGES

a. Application

.01 The initial one-tenth minute (6 seconds) increment or fraction thereof is subject to the initial 6 second rate.

.02 Any additional one-tenth minute (6 seconds) increment or fraction thereof is subject to the additional 6 second rate. Any fraction of an increment is rounded up to the next additional 6 second increment.

.03 The charge for the initial increment plus the charge for the additional increments is then summed, with fractional cents, if any, rounded up to the nearest whole cent.

b. Specific Rates

	Initial 6 Seconds	Each Add'l 6 Seconds
Day	$0.0200	$0.0200
Evening	$0.0130	$0.0130
Night/Weekend	$0.0100	$0.0100

c. Specific Charges

	Monthly	Nonrecurring
Plan Set-up	---	$200.00
Monthly Service Fee	$150.00	---
Service Order	---	$ 50.00
Magnetic Tape Billing	$100.00	$300.00
Translation Charge	---	$10.00/Number
800 Number Service Surcharge		

Per Number	$ 2.75	---
Connection Charges:		
Digital Port Charges	ICB	ICB
CPE Charges:		
D-4 Channel Bank with Power Supply and CSU	$450.00	$750.00

d. Discounts. At the end of each billing cycle, the 800 service dollar volume of the customer's CHECK-LINK calls during the billing cycle is calculated. This is the aggregate of interstate and intrastate calls. This aggregate volume is used with the chart below to determine the amount of the High Volume Discount.

Volume of Billing Cycle Calls	Percent High Volume Discount
$ 0 - $ 49,999.99	0%
$ 50,000 - $ 64,999.99	12%
$ 65,000 - $ 79,999.99	14%
$ 80,000 - $ 94,999.99	16%
$ 95,000 - $109,999.99	18%
$109,000 +	20%

e. Limitation. CHECK-LINK is not available with Optional Additional and Contractual Volume Discounts.

OPERATOR SERVICES

RATES AND CHARGES

a. Application of Charges

.01 Determination of Charges
The charge for Teleconnect Operator Services is determined by the:
- Distance between rate centers
- Time of day and day of the week
- Duration of message
- Type of service

The specified components which apply to a Teleconnect Operator Services message are listed in the charge section applicable to that type of call.

.02 Initial Minute and Additional Minutes
Rates are quoted in terms of initial minute and additional minutes.

(a) Initial Minute
Initial minute rates are shown in c.01 following.

(b) Additional Minutes
All additional minute rates shown in c.02 following, are for each additional minute or any fraction thereof that the connection continues beyond the initial period.

(c) When application of the rates results in a fractional charge for a call, the amount will be rounded down to the lower cent.

b. Rate Periods

Monday thru Friday Hours	Rate
8:00 a.m. to 5:00 p.m.	Day
5:00 p.m. to 11:00 p.m.	Evening

11:00 p.m. to 8:00 a.m. Night/Weekends

For messages which overlap one or more rate periods, each minute is rated according to the rates for the period in which the minute starts. All time periods include the beginning time and do not include the ending time.

c. Mileages and Corresponding Rates

Basic Charges

.01 Initial Minute

Rate Mileage	Day	Evening	Night
0 - 20	**$0.98**	**$0.98**	**$0.98**
21 - 40	**$0.98**	**$0.98**	**$0.98**
41 - 70	**$0.98**	**$0.98**	**$0.98**
71 - 100	**$0.98**	**$0.98**	**$0.98**
101 - 150	**$0.98**	**$0.98**	**$0.98**
151 - 330	**$0.98**	**$0.98**	**$0.98**
Over 330	**$0.98**	**$0.98**	**$0.98**

.02 Each Additional Minute

Rate Mileage	Day	Evening	Night
0 - 20	**$0.98**	**$0.98**	**$0.98**
21 - 40	**$0.98**	**$0.98**	**$0.98**
41 - 70	**$0.98**	**$0.98**	**$0.98**
71 - 100	**$0.98**	**$0.98**	**$0.98**
101 - 150	**$0.98**	**$0.98**	**$0.98**
151 - 330	**$0.98**	**$0.98**	**$0.98**
Over 330	**$0.98**	**$0.98**	**$0.98**

d. Service Charges

In addition to the basic charges in c. preceding, there is a service charge for messages classified as customer dialed calling card station, operator-handled station or person. The charge for this type of message is the sum of the dial station charge plus the applicable service charge. The service charge applies per message as follows:

Type of Message		Service Charge
Customer Dialed Calling Card Station Service		$.72
Operator Handled Station		**$5.49**
Operator Handled Station	**Collect**	**$5.49**
Operator Handled Person		**$7.15**
Operator Handled Person	**Collect**	**$7.15**
Third Party Billed		**$5.49**
Operator Dialed		**$1.10**

e. Subscriber Surcharges

Carrier will not bill users for any subscriber surcharges, except as provided below.

01. Surcharges - Calls originated from Hotels/Motels may be subject to a subscriber surcharge of up to $1.00 per call at the option of the Customer. Calls originated from hospitals may be subject to a subscriber surcharge of up to 25 cents ($0.25) per call at the option of the customer. Calls originated from COPTs may be subject to a subscriber surcharge of up to $0.25 per call at the option of the customer.

FLEX-SAVE PLUS

(Effective January 1, 1995, Flex-Save Plus will no longer be available to new subscribers.)

RATES AND CHARGES

a. Usage Charges

.01 Day Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1620	$0.0086
21 - 40	$0.2340	$0.0143
41 - 70	$0.2430	$0.0152
71 - 100	$0.2520	$0.0171
101 - 150	$0.2790	$0.0181
151 - 330	$0.2880	$0.0200
Over 330	$0.3150	$0.0209

.02 Evening Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1296	$0.0068
21 - 40	$0.1872	$0.0114
41 - 70	$0.1944	$0.0122
71 - 100	$0.2016	$0.0137
101 - 150	$0.2232	$0.0144
151 - 330	$0.2304	$0.0160
Over 330	$0.2520	$0.0167

.03 Night/Weekend Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.0972	$0.0051
21 - 40	$0.1404	$0.0086
41 - 70	$0.1458	$0.0091
71 - 100	$0.1512	$0.0103
101 - 150	$0.1674	$0.0108
151 - 330	$0.1728	$0.0120
Over 330	$0.1890	$0.0125

b. Monthly and Nonrecurring. The rates and charges applicable to Flex-Save Plus are as follows:

Monthly	Nonrecurring
N/A	$25.00

SURE-SAVE PLUS

a. RATES AND CHARGES

Usage Charges

a. Day Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1620	$0.0855
21 - 40	$0.2340	$0.1425
41 - 70	$0.2430	$0.1520
71 - 100	$0.2520	$0.1710
101 - 150	$0.2790	$0.1805

151 - 330	$0.2880	$0.1995
Over 330	$0.3150	$0.2090

b. Evening Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1296	$0.0684
21 - 40	$0.1872	$0.1140
41 - 70	$0.1944	$0.1216
71 - 100	$0.2016	$0.1368
101 - 150	$0.2232	$0.1444
151 - 330	$0.2304	$0.1596
Over 330	$0.2520	$0.1672

c. Night/Weekend Rates.

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.0972	$0.0513
21 - 40	$0.1404	$0.0855
41 - 70	$0.1458	$0.0912
71 - 100	$0.1512	$0.1026
101 - 150	$0.1674	$0.1083
151 - 330	$0.1728	$0.1197
Over 330	$0.1890	$0.1254

d. Rates and Charges - Monthly and Nonrecurring
The monthly and non-recurring rates and charges applicable to

Sure-Save Plus, including one authorization code and are as follows:

Monthly	Nonrecurring
N/A	$ 0.00

EXEMPT CALLS-FLEX-SAVE PLUS AND SURE-SAVE PLUS. The following types of calls are not subject to a high volume discount and are not considered in calculating a customer's volume when determining the magnitude of that customer's high volume discount:

.01 Calls under the Credit Card Service.
.02 Calls placed to Directory Assistance.
.03 Calls placed to an international location.

HIGH VOLUME DISCOUNTS. For Flex-Save Plus and Sure-Save Plus customers, the volume in the above paragraph is used both to determine the appropriate high volume discount and is the total to which the high volume discount applies. The discounts are as follows:

Volume of Billing Cycle Calls	High Volume Discount
$ 0 - $ 399.99	0%
$ 400 - $ 799.99	5%
$ 800 - $1,599.99	10%
$1,600 - $3,199.99	15%
$3,200 Plus	20%

DAYSAVER I

RATES AND CHARGES

a. Day Rates

Initial and Subsequent Whole Minutes
$.2600

b. Evening/Night/Weekend

Initial and Subsequent Whole Minutes
$.1950

HELLO AMERICA

RATES AND CHARGES

a. Day Rates

Initial and Subsequent Whole Minutes
$0.2700

b. Evening Rates

Initial and Subsequent Whole Minutes
$0.1300

c. Night/Weekend Rates

Initial and Subsequent Whole Minutes
$0.1100

* USA CARD
(Effective January 1, 1995, * USA Card will no longer be available to new subscribers.)

RATES AND CHARGES

a. Day Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.1800	$0.1700
11 - 22	$0.2100	$0.2000
23 - 55	$0.2300	$0.2200
56 - 124	$0.2300	$0.2200
125 - 292	$0.2300	$0.2300
293 - 430	$0.2400	$0.2300
431 - 925	$0.2400	$0.2400
926 +	$0.2500	$0.2500

j. Evening Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.1206	$0.1139
11 - 22	$0.1407	$0.1340
23 - 55	$0.1541	$0.1474
56 - 124	$0.1541	$0.1474

125 - 292	$0.1541	$0.1541
293 - 430	$0.1608	$0.1541
431 - 925	$0.1608	$0.1608
926 +	$0.1675	$0.1675

k. Night/Weekend Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.0936	$0.0884
11 - 22	$0.1092	$0.1040
23 - 55	$0.1196	$0.1144
56 - 124	$0.1196	$0.1144
125 - 292	$0.1196	$0.1196
293 - 430	$0.1248	$0.1196
431 - 925	$0.1248	$0.1248
926 +	$0.1300	$0.1300

HIGH VOLUME DISCOUNTS
High volume discounts do not apply to this service.

SERVICE CHARGE
This charge is applied on a per call basis.

		Charge Per Call
a.	Customer Dialed Station to Station	$0.79
b.	Attendant Handled	
	(.01) Station to Station	$1.25
	(.02) Person to Person	$3.00

OPTIONS
Options available to * USA Card customers include Personal Attendant and Speed dialing.

a. Personal Attendant. This option provides the customer with the means to access a directory assistance-like service, through the Direct Connect function, or a message receipt/delivery option through the Message Storage and Forward function.

.01 Direct Connect. Teleconnect provides this function to customers who are in need of obtaining a station number from a directory assistance-like service. A customer wishing to use this service will enter "* 0" following the prompt tone. A Teleconnect attendant will come onto the line and request the name and location of the party the customer wishes to access. After acquiring the necessary information from the customer, the Teleconnect attendant will contact directory assistance, obtain the number desired, and then pass the information along to the customer. The customer will then choose to either terminate the call or have the Teleconnect attendant complete the call.

(a) Directory Assistance-like Service Rates and Charges. An undiscountable charge of $1.99 per call will apply to each call requesting Directory Assistance for numbers in the United States. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator.

(b) Attendant Assisted Rates and Charges. If the Teleconnect attendant connects the customer with the station or the party in question, the customer will incur the following charge as appropriate.

	Charge Per Call
Station to Station	$1.25
Person to Person	$3.00

In addition to this charge, the customer will incur the $1.99 directory assistance charge and the long distance charges shown previously. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator.

.02 Message Storage and Forward. This service provides the customer with a message relay service. The customer will contact a Teleconnect attendant by entering "* 4" following the tone, tape the desired message, and specify the date and time for delivery. Teleconnect will attempt to deliver the message in the following manner. The initial attempt will correspond with the customer's requested time of delivery, the next three (3) attempts will be spaced fifteen (15) minutes apart, and the last four (4) attempts will be spaced sixty (60) minutes apart. Teleconnect will make no more than eight (8) attempts at delivery. Teleconnect does not guarantee successful delivery of messages. The rates and charges incurred by the customer for service are as follows:

Activity	Charge
Taping of message	$0.29 per minute
Relay of message	$0.29 per minute
Attendant Surcharge:	
Station to Station	$2.00 per taped message
Person to Person	$3.75 per taped message

The attendant surcharge applies even if Teleconnect has been unsuccessful in delivering the message to the appropriate party.

b. Speed Dialing. Speed Dialing provides the customer with a simplified means of accessing frequently called numbers. The customer enters a specified code which is automatically converted into a telephone number. These codes are programmed and maintained by the customer. The Speed Dialing option is accessed by entering "* 9." The customer will then enter "0" to access the automated attendant which will assist the customer in programming the speed codes. The customer has the capability of programming up to nine (9) personalized speed dial numbers.
This option is provided free of charge to * USA Card customers.

JOINT USER SERVICE

RATES AND CHARGES

a. Applicability. Any entity which is elected or authorized to serve as a manager of a Joint User Group and is duly authorized to represent members of the Joint User Group, is entitled to order Joint User Service at the rates and charges listed below:

.01 * USA Card usage rates as listed in this catalog schedule are discounted by fifteen percent (15%) for day, evening and night/weekend.

.02 * USA Card charge as listed in this catalog schedule for customer dialed Station-to-Station is eliminated.

.03 The Joint User Group, in composite, must generate $125,000.00 of total rates and charges per month with Teleconnect derived from all jurisdiction in order to be eligible for Joint User Service. In order for a group to be considered a Joint User Group and eligible for the above rates, the applicant must meet all criteria established by Pacific Bell in accordance with its Joint User Tariff (A5.6.1 first revised sheet 478 and sixth revised sheet 479).

b. Liability. The manager of the Joint User Group is responsible for payment for all usage generated by each member of the Joint User Group. Failure of an individual member to pay the manager of the Joint User Group in no way alleviates the manager from the liability for payment of those charges.

VIRTUAL PRIVATE LINE

RATES AND CHARGES

a. Usage Charges

Channel Mileage		
From	To and Including	Charge Per Minute
0	50	$.15
51	120	.20
121	220	.30
221	320	.35
321	500	.40
501	800	.45
801	And over	.50

For calculating the distance of a Virtual Private Line call the distance used for pricing purposes is the airline mileage between serving wire center, not toll centers.

b. Line Termination Charges

1. Ordering of line termination facilities:
Per line termination - $50.00 monthly

2. Customer has the option of ordering one line termination through Teleconnect and the other from another source, both ends from Teleconnect, or neither end from Teleconnect.

c. Installation and Relocation Charges

1. An installation charge of $125.00 applies for the installation of each primary location. For a relocation of a primary location in different premises, installation charges apply.

d. Special Access Surcharge. In addition to the above, a Special Access Surcharge of $25.00 per month, per service point, is applicable to each access line facility provided by a local exchange telephone company. The surcharge will not apply to such a facility for which the customer has furnished Teleconnect with an Exemption Certification. The surcharge is applicable where the Virtual Private Line allows traffic to either to originate or terminate for locations other than the customer's premises within the free calling area.

LIMITED LOCATION

a. Virtual Private Line service is limited to call between San Francisco and Los Angeles.

b. If the customer's location is beyond the corporate city limits of San Francisco or Los Angeles, the customer is obligated to provide a connection within the corporate city limits. If the customer can gain access via facilities other than Teleconnect's, no additional charge applies beyond line termination. If Teleconnect provides the connection via the leased facilities of others, the customer will be subject to charges on an individual case basis.

ADDITIONAL AND CONTRACTUAL VOLUME DISCOUNTS

RATES AND CHARGES

a. Description. At the customer's request, the customer may contract to receive additional volume discounts for the customer's Teleconnect long distance services. The customer may contract on a month-to-month basis or on a long term basis for these discounts. The discount levels will be determined by using the aggregate net dollar volume (after applying existing discounts) of all Teleconnect services, both intrastate and interstate, used by the customer, but the discount will be applied only to those Teleconnect services which are tariffed to receive High Volume Discounts. These discounts will be applied after and in addition to the tariffed High Volume Discounts for each service.

For the Contractual Volume Discount, the discount will vary with the length and year of the contract, as stated in d.

b. Availability. Additional and contractual volume discounts are available to all Teleconnect customers who subscribe to a long distance plan which is subject to high volume discounts.

c. Rates and Charges. Additional and contractual volume discounts are subject to the following monthly and nonrecurring charges:

Monthly	Nonrecurring
$50.00	$0.00

d. Volume Discounts. The following schedule of volume discounts will apply:

		Volume Discounts Based on Length of Contract		
Net Dollar Volume	Month to Month	1st Year Contract	2nd Year Contract	3rd Year Contract
$ 10,000 - $ 15,000	1%	3%	4%	5%
$ 15,001 - $ 25,000	3%	5%	6%	7%
$ 25,001 - $ 50,000	4%	6%	7%	8%
$ 50,001 - $100,000	6%	8%	9%	10%
$100,001 - $250,000	7%	9%	10%	11%
$250,001 +	8%	10%	11%	12%

* When a customer signs a two or three year contract, the percent of discount will change each year as reflected above.

e. Discontinuance of Service Prior to Expiration of Contract. In the event a customer chooses to discontinue the contract prior to the completion of the term of the contract, the following penalties will apply:

.01 The customer who terminates the contract in the first year must repay 100% of the Contractual High Volume Discount received up to that point.

.02 The customer who terminates the contract in the second year must repay 75% of the Contractual High Volume Discount received up to that point.

.03 The customer who terminates the contract in the third year must repay 50% of the Contractual High Volume Discount received up to that point.

DIALED NUMBER IDENTIFICATION SERVICE

Dialed Number Identification Service is subject to the following monthly and nonrecurring charges:

Monthly	Nonrecurring	Change Charge
$0.00	$500.00	$50.00/request

DIRECTORY ASSISTANCE (DA) SERVICE

An undiscountable charge of $1.99 per call will apply to each call requesting Directory Assistance for numbers in the United States. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator. In the event that a DA operator is unable to provide the requested number, the charge for the call will still apply. When a customer reports that an incorrect number has been provided by the DA operator (including the number requested, the number provided, and the reason the number is incorrect), a credit for the amount of the charge per call will be granted.

HELLO CALIFORNIA

RATES

a. Day Rates

Initial Minute Rate	Add'l Minute Rate
$0.2700	$0.2700

b. Evening Rates

Initial Minute Rate	Add'l Minute Rate
$0.1300	$0.1300

c. Night/Weekend Rates

Initial Minute Rate	Add'l Minute Rate
$0.1100	$0.1100

OPTIONS
HELLO CALIFORNIA is available with the *USA Card service as an enhancement. The rates and charges for the *USA Card are found in this catalog schedule.

COMBINATION WITH OTHER SERVICES
HELLO CALIFORNIA may be combined with 800 Personal Hotline. Customers who purchase combined services will not be required to meet the monthly minimum usage set forth below. The customer is obligated to pay the tariffed usage rates as specified in the 800 Personal Hotline section of this catalog schedule.

RATES AND CHARGES - MONTHLY AND NONRECURRING
The monthly and nonrecurring charges applicable to interstate service allows the customer to utilize intrastate service at no additional charge.

MINIMUM USAGE CHARGE
HELLO CALIFORNIA customers will be charged the greater of $5.00 per month or the cumulative message charges for the month. Non-jurisdictional calling charges contribute to the $5.00 monthly minimum.

RATES APPLICABLE ON CERTAIN HOLIDAYS
For the following holidays the Evening rates are used, unless lower rates would normally be applicable:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

OPTIONAL SERVICES

ACCOUNT CODES

Rates and Charges

a. Variable Length Account Codes. The length of the codes are as follows:

	One-Time Charge	Monthly Recurring Charges
2 Digit	$15.00	$ 5.00
3 Digit	$25.00	$10.00
4 Digit	$50.00	$15.00

b. Rates and Charges. Pricing is determined by the number of divisional and departmental subtotals

required ("breaks"). Authorization codes and account codes are priced separately and in addition to corporate billing charges. The customer will be assessed a $10.00 one-time change charge to add in billing detail under this service, and monthly rate and nonrecurring charges as set forth in the following chart:

		Monthly	Nonrecurring
.01	0 - 15 Breaks	$15.00	$ 5.00
.02	16 - 49 Breaks	$25.00	$10.00
.03	50 Plus Breaks	$50.00	$15.00

c. SECURE-CALL Codes.

Predesignated Packages Numbers of Random Codes	Additional One-Time Charges for 2-Digit	3-Digit	4-Digit
25	$10.00	$15.00	---
50	---	$25.00	---
100	---	$35.00	---
200	---	$45.00	---
400	---	$50.00	$ 75.00
600	---	$60.00	$ 85.00
800	---	---	$ 95.00
1000	---	---	$ 100.00

Pricing of larger 4 digit packages are available upon request. Under these circumstances the rates and charges are on an individual case basis.

d. Customized Screened Account Codes. Pricing for Customized Screened Account Codes is as follows:

Additional One Time Charge	$50.00
Change Charge per Request	$10.00

AUTHORIZATION CODES

Rates and Charges. Additional authorization codes are available for a $10.00 one-time setup charge.

MAG TAPE/DISKETTE BILLING

Rates and Charges. Mag tape/diskette billing is available for a $300 one-time setup charge and a $100 monthly rate. The customer has the alternative of a single request for $400.00

MULTIPLE BILLING

Rates and Charges. The customer is charged a $10.00 fee for each multiple bill requested.

SPEED CODES

a. Customers are charged a $25.00 one-time setup charge and a $10.00 monthly rate per packet of 16 Speed Codes.

b. Customers are charged a $50.00 one-time setup charge and a $20.00 monthly rate per packet of 50 Speed Codes.

CHECK SERVICE CHARGE

A check service charge will be assessed for any reason a check tendered by a Teleconnect customer as payment for tariffed service is returned to Teleconnect or is not in acceptable form. The check service charge is $10.00.

NOTES WHICH AFFECT RATES

TIME OF DAY

.01 Day Rates. These rates are applicable from 8:00 a.m. to 5:00 p.m., Monday through Friday with the exception of the holidays listed.

.02 Evening Rates. These rates are applicable 5:00 p.m. to 11:00 p.m. Sunday through Friday.

.03 Night/Weekend Rates. These rates are applicable 11:00 p.m. to 8:00 a.m., Monday through Friday, all day Saturday and Sunday between 8:00 a.m. and 5:00 p.m. as well as 11:00 p.m. to 8:00 a.m.

RATES APPLICABLE ON CERTAIN HOLIDAYS

For the following holidays the Evening rates are used, unless lower rates would normally apply:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

METHOD OF APPLYING RATES

DAYSAVER, DAYSAVER PLUS, MAX-SAVE

The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed.The subsequent seconds are rounded in tenth of a minute increments, with the remaining seconds, if any, rounded up to the next tenth of a minute and are subject to the additional tenth of a minute charge.
Fractional cents, if any, are rounded up to the nearest whole cent.

Smart Minutes

All Smart Minutes calls will be billed in one-minute increments.

FLEX-SAVE PLUS.
To determine the appropriate charge, each call is rated by the following method.

a. Initial Minute.
The initial whole minute or fraction thereof is subject to the initial minute rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment.
The subsequent seconds beyond the initial increment (first minute for Flex-Save Plus are rounded in tenth of a minute (6 second) intervals with any remaining seconds rounded to the next higher tenth of a minute interval. Those 6-second increments are subject to the precise billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial minute plus the charge calculated for the subsequent 6-second increments determine the previous billing charge for the call. The total amount of the call is rounded up to the nearest whole cent.

SURE-SAVE PLUS
To determine the appropriate charge, each call is rated by the following method.

a. Initial Minute
The initial whole minute or fraction thereof is subject to the initial minute rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment
The subsequent seconds are rounded in whole minute increments, with the remaining seconds, if any, rounded up to the next whole minute, and are subject to the whole billing factor for the appropriate play to which the customer subscribed.

c. Total
The charge calculated for the initial minute plus the charge calculated for the subsequent whole minute(s) determines the whole minute charge for the call. The total amount of the call is rounded up to the nearest whole cent.

DAYSAVER I

a. Whole Minutes. DaySaver I usage (both initial minute and subsequent minute) is measured in whole minute increments.

b. Time of Day. The time of day is used to determine which rate is to be applied to usage.

TRAC and TRAC 2000
To determine the appropriate charge, each call is rated by the following method.

a. Initial Increment. The initial 18 seconds or fraction thereof is subject to the initial 18 second rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment. The subsequent seconds beyond the initial increment for TRAC are rounded in one-tenth minute (6 second) intervals with any remaining seconds rounded up to the next higher one-tenth minute interval. Those one-tenth minute increments are subject to the additional one-tenth minute billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial increment plus the charge calculated for the subsequent increment determines the charge for the call. The total charge is rounded up to the nearest whole cent.

TRAC 800 and 800 TRAC 2000
To determine the appropriate charge, each call is rated by the following method.

a. Initial Increment. The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment. The subsequent seconds beyond the initial increment for TRAC are rounded in one-tenth minute (6 second) intervals with any remaining seconds rounded up to the next higher one-tenth minute interval. Those one-tenth minute increments are subject to the additional one-tenth minute billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial increment plus the charge calculated for the subsequent increment determines the charge for the call. The total charge is rounded up to the nearest whole cent.

HELLO AMERICA

a. Whole Minute. HELLO AMERICA usage (both initial and subsequent minutes) is measured in whole minute increments.

b. Time of Day. The time of day is used to determine which rate is applied to usage.

c. Minimum Usage. The minimum usage level for HELLO AMERICA is $5.00 per month. This minimum usage can consist of interstate usage, intrastate usage, or any combination of interstate and intrastate usage.

* USA CARD

DESCRIPTION

a. Nature of Service. * USA Card is an interexchange telephone service that allows customers to originate calls from any telephone in the state of California and terminate calls to any location within the state of California. Usage charges are based on the distance, duration, and time of day of each call.

b. Dialing Procedure. The method of access consists of the following steps:

1. dialing 1-800-369-9999
2. entering the 14 digit authorization code unique to each * USA Card (i.e. the code will be different than the traditional 7 digit authorization code).
3. entering the called number or star key to access the enhanced services menu following the tone from the automated attendant.

AVAILABILITY

* USA Card is available to any Teleconnect customer on a statewide basis.

RATES AND CHARGES - USAGE

a. Determination of Duration

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone attendant board, private branch exchange console, or enhanced services menu.

.02 chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

b. Calculation of Charge. To determine the appropriate long distance charge, each call is rated using the following method.

.01 The initial minute, or fraction thereof, is subject to the initial minute rate.

.02 The subsequent seconds are rounded in whole minute increments with the remaining seconds rounded up to the next whole minute and are subject to the additional minute rate.

c. Time of Day. The following time periods are applicable to the point of origination.

.01 Day Rates. Day rates are applicable 8 a.m. to 5 p.m. Monday through Friday with the exception of the holidays.

.02 Evening Rates. Evening rates are applicable 5 p.m. to 11 p.m. Sunday through Friday.

.03 Night/Weekend Rates. Night/Weekend rates are applicable 11 p.m. to 8 a.m. Sunday through Friday, all day Saturday and Sunday between 8 a.m. and 5 p.m.

VIRTUAL PRIVATE LINE

Virtual Private Line is a "ring down" service, meaning the customer can only reach a predesignated location or

locations. Once the customer lifts the receiver at the originating location the predesignated terminating location will ring.

DIALED NUMBER IDENTIFICATION SERVICE (DNIS)

a. Description. DNIS permits a customer with multiple 800 numbers in the same routing arrangement to identify the specific 800 number which was dialed by the calling party.

Identification is accomplished by outpulsing a set of digits unique to the dialed 800 number. Between one (1) and five (5) digits are outpulsed to the customer premises. The outpulsed number can be (but is not required to be) the last four (4) digits of the 800 number.

b. Availability. DNIS is available to Teleconnect customers who subscribe to a DAL or a T-1 service and when the following conditions are met:

.01 The customer is responsible for providing equipment capable of receiving the outpulsed digits so the 800 number can be identified.
.02 All access lines within the same routing arrangement must be equipped for DNIS.

DIRECTORY ASSISTANCE

a. Description. Directory Assistance (DA) calls provide Teleconnect customers with access to Local Exchange Carrier Directory Assistance operators to provide telephone number lookup. When furnished with a name and locality, the Directory Assistance operator will provide, or attempt to provide, the telephone number or numbers listed in the exchange carrier records associated with the name given.

A maximum of one request for telephone numbers will be accepted per call to the DA operator. A telephone number which is not listed in the DA records will not be available to the customer.

The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number.

The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any other purpose other than provision of DA service.

b. Availability. DA is available to all Teleconnect customers.

TAXES AND FEES CHARGEABLE TO CUSTOMERS

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging) and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; b. terminal equipment sales; c. inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the AT&T (d.b.a. SBC California) tariffs.

a. Adjustments for State, County or Municipality Payments. Now, or at any future time, if the State of California, any county or any municipality possesses or acquires the legal right to impose sales tax, gross receipts tax, excise tax, occupation tax, license tax, franchise tax, permit fee, public service commission fee or other similar tax or fee upon Teleconnect, and has imposed, or imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such state, county or municipality. Such billing shall allocate the tax, fee or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made subject to such tax, fee or charge.

b. California Teleconnect Fund (CTF): Pursuant to Commission Resolution No. T-16742, orders telecommunications carriers to provide a 50% discount to all qualifying entities; school library, Municipal or

County Government Owned and Operated Hospital and Health Clinic, Community Based Organization for the following services: all measured business service lines, switched 56 lines, ISDN, DSL, T-1, DS-3 and OC levels up to and including OC 192 services or their functional equivalents upon receiving an accepted application from the qualifying entity.

Applicable to services rendered on and after June 20, 2003.

Payphone Use Charge:* An undiscountable $0.55 per call charge is applicable to calls that originate from any payphone within the state used to access MCI services as follows. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with MCI service, applies for the use of the instrument used to access MCI service and is unrelated to the MCI service accessed from the payphone. Customers of Metered Use Services will be charged the payphone use charge for each call which is placed from payphones within the state. The payphone use charge does not apply to calls placed from payphones phones at which the customer pays for service by inserting coins during the progress of the call; calls using Telecommunications Relay Service; calls originated by customers with qualified hearing or speech impairments who are certified.

* Where billing capabilities exist

HELLO CALIFORNIA

DESCRIPTION

a. Nature of Service. HELLO CALIFORNIA is an interexchange telephone service, by which customers can originate calls from any specified equal access exchange and terminate calls in any intrastate location.

The customer does, however, have the ability to place calls from any telephone in the state using the *USA Card. Applicable usage charges are determined by the duration of the call and time of day the call is placed.

b. Dialing Procedure. Any customer who subscribes to HELLO CALIFORNIA in an equal access area, may access the service by dialing 1 + NPA + NXX-XXXX.

AVAILABILITY
HELLO CALIFORNIA is only offered as an add-on to Teleconnect's interstate HELLO "States" service.

APPLICATION

a. Rate Structure. HELLO CALIFORNIA service has a rate structure which is based on the whole minute rates as listed in this catalog schedule.

b. Determination of Duration

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.

.02 Chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

c. Calculation of Charge

.01 The initial whole minute or fraction there of is subject to the initial minute rate found in this catalog schedule.

.02 The subsequent seconds are rounded in whole minute increments with the remaining seconds rounded up to the next whole minute and are subject to the additional minute rate found in this

catalog schedule. The total number of additional minutes is multiplied by the additional minute rate and the product is the charge for subsequent whole minutes of use.

.03 The charge calculated for the initial minute, plus the charge calculated for subsequent whole minute(s) determines the charge for the call. The total amount of the call is rounded up to the nearest whole cent.

.04 HELLO CALIFORNIA customers will be charged the greater of $5.00 per month or the cumulative message charges for the month. Non-jurisdictional calling charges contribute to the $5.00 monthly minimum.

d. Determination of Time of Day

.01 Day Rates. These rates are applicable from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m. Monday through Friday with the exception of holidays listed in this catalog schedule.

.02 Evening Rates. These rates are applicable from 12:00 noon to 1:00 p.m. Monday through Friday and 5:00 p.m. to 11:00 p.m. Sunday through Friday.

.03 Night/Weekend Rates. These rates are applicable 11:00 p.m. to 8:00 a.m. Sunday through Friday, all day Saturday and between 8:00 a.m. and 5:00 p.m. on Sunday.

SPECIAL EQUIPMENT AND/OR ARRANGEMENTS

For special equipment and arrangements furnished in connection with service, charges equivalent to the estimated cost of furnishing such equipment or arrangements apply. Estimated cost consists of an estimate of the cost of maintenance; cost of operation; depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimate net salvage; administration, taxes and uncollectible revenue on the basis of reasonable average charges for these items; any other specific items of expense associated with the particular situation; and a reasonable amount, computed on the estimated cost installed of any facilities provided for return and contingencies.

CANCELLATIONS AND DEFERMENTS

When a customer cancels or defers an order for service before the service is activated, a charge applies to allow Teleconnect to recover its unrecovered costs including but not limited to engineering, labor, material, and equipment. Charges apply as follows:

a. Cancellation. In a cancellation situation the charge is equal to Teleconnect's unrecovered costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with cancellation. These costs include, but are not limited to, engineering, labor, and nonrecovered material and equipment expense. The amount of cancellation charges shall not exceed the total of all minimum monthly and termination charges which would have applied had the service as ordered been established.

b. Deferment of Start of Service. In a deferment of service situation the following charges apply:

.01 If the request for deferment is received by Teleconnect prior to the date an order for the equipment or service is placed with its supplier--no charge shall apply.

.02 For deferments received by Teleconnect subsequent to the date the order for equipment or service is placed with its supplier, a monthly rate based upon costs incurred prior to the request for deferment applies. The monthly rate equals the deferred investment times the monthly prime interest rate announced by The Merchants National Bank of Cedar Rapids, IA, U.S.A, plus recurring costs resulting directly from the deferral such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering and labor or transportation, shall be billed in total.

Billing shall start at the beginning of the month of deferment and extend to the start of service. Charges shall not exceed the monthly rate which would have applied had the service been

established. Teleconnect will charge the customer who defers service any and all rates and charges incurred by Teleconnect for any leased facilities for which Teleconnect is held responsible. Teleconnect will make a good faith effort to minimize those charges whenever possible.

SUMMARY LIST OF CONTRACTS AND DEVIATIONS

None in effect.

RULES

RULE NO. 1 – DEFINITIONS

Authorization Code: The term "authorization code" means a numeric code which identifies an individual or company to be billed for calls charged by authorized users.

Automatic Number Identification: The term "automatic number identification" means a service offered by the local operating company which automatically identifies the telephone number for the line or trunk from which a call is originating.

Breaks: The term "breaks" means the number of divisional or departmental subtotals required under the corporate billing option.

Building: The term "building" means a structure occupied by a customer. Multi-occupant structures will be considered different buildings as to a customer when spaces of that customer are separated by space occupied by others.

Calls: The term "calls" means telephone messages completed by customers or users.

Casual Caller: Denotes any person who uses Company service from an equal access end office who does not have a current account with the Company for services subject to this catalog schedule, to include: (i) any person who has not established an account with the Company who places calls over the Company's network from an equal access area; (ii) any presubscribed customer located in an equal access area who has either voluntarily terminated his Company account or has had his Company account terminated in accordance with the terms and conditions set forth in this catalog schedule; and (iii) new or allocated customers whose accounts are not yet established in the Company's billing system.

Central Office: The term "central office" means a unit in a local utilities telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building.

Commercial Service A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a business or commercial rate in the applicable local exchange service tariff for switched service.

Commission: The term "Commission" means the California Public Service Commission.

Customer
The person, firm, corporation or other entity which orders service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges and for compliance with Teleconnect Company, Inc. tariff regulations. The term "customer" also includes a casual

caller (as defined previously in this catalog schedule), person, firm, corporation or other entity that (1) has not presubscribed to Teleconnect Company, Inc. service, but accesses Teleconnect Company, Inc. Dial "1" by dialing the access number 1010826, or any other Teleconnect Company, Inc. carrier identification code, or (2) remains presubscribed to Teleconnect Company, Inc. service after its account is removed from Teleconnect Company, Inc. billing system, subsequently continues to use Teleconnect Company, Inc. network, and is billed by a local exchange service company in compliance with Teleconnect Company, Inc. tariff regulations. For billing purposes, a customer is considered to be an account. In the Metered Use Services, if a person, firm, corporation or other entity orders the service in more than one Teleconnect Company, Inc. originating city, or requests the assignment of more than one account number in a particular city, each such account is a separate customer for billing purposes.

Customer Premises Equipment: The term "customer premises equipment" means all terminal equipment normally used on the customer's premises owned by the customer, or by the telephone utility or some other supplier and leased to the customer.

Deactivate or Deactivation: The terms "deactivate" and "deactivation" mean the removal of an authorization code from effectiveness.

Dedicated Access Line: The term "dedicated access line" means the line between the customer premise and Teleconnect that does not pass through the switched network of a local exchange utility.

Delinquent or Delinquency: The terms "delinquent" and "delinquency" mean an account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. The term can also relate to a contested bill once the Commission finds the customer's complaint without merit.

Demarcation Point: The term "demarcation point" means the point of connection provided and maintained by the local utility to which existing or new inside station wiring becomes dedicated to an individual customer's use.

Depositor: The term "depositor" means the customer from whom a deposit is required.

Disconnect: The term "disconnect" means the disabling of circuitry preventing outgoing and/or incoming communications from the Teleconnect switch.

Dual Tone Multi-Frequency: The term "Dual Tone Multi-Frequency" means a protocol which uses two distinct frequency tones out of eight possible frequency tones to distinguish a number entered by a customer using a "Touch Tone" type instrument.

Due Date: The term "due date" means the last day for payment without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated "due by," "pay by" or "if paid by" on the customer's bill.

Exchange: The term "exchange" means a unit established by the local exchange utility for the administration of local communication services.

Exchange Service: The term "exchange service" means a local communication service furnished by means of local exchange plant and facilities.

Exchange Service Area or Exchange Area: The terms "exchange service area" or "exchange area" refer to the general area in which the local telephone utility holds itself out to furnish exchange telephone service.

Extended Area Service: The term "extended area service" means telephone service, furnished at local rates, between customers located within an exchange area and all of the customers of an additional exchange area.

Feature Group D: The term "Feature Group D" means the type of access which provides for "1+" customer dialing through the IXC of the customer's choice. FGD is also known as equal access.

Individual Case Basis: The term "individual case basis" means the application of a rate, charge, or condition of

the tariff as determined by individual circumstances.

Initial Service Period: The term "initial service period" means the minimum period for which service will be installed and terminated without the application of an initial bill charge. Except as noted, the initial service period is one month from the initiation of service.

Inside Station Wiring: The term "inside station wiring" means wiring located on the premises beyond the demarcation point.

Installation Charge: The term "installation charge" means a nonrecurring charge associated with the installation of certain services or facilities either in lieu of or in addition to recurring monthly rates or service charges or rates.

Interexchange Service: The term "interexchange service" is the provision of intrastate telecommunications services and facilities between local exchanges and does not include EAS.

Interexchange Utility: The term "interexchange utility" means a utility, a resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges. A local exchange utility that provides interexchange service may also be considered an interexchange utility.

Local Exchange Utility: The term "local exchange utility" means a telephone utility that provides local service under a tariff filed with an appropriate state public utility commission. The utility may also provide other services and facilities such as access services.

Local Service: The term "local service" means telephone service furnished between customers or users located within an exchange area.

Local Service Area: The term "local service area" means the area within which are located the lines to which calls may be made under a specified schedule of exchange rates without payment of toll charges.

Local Utility: See "local exchange utility."

Message: The term "message" means "a" telephone call by a customer or user.

Premises: The term "premises" denotes the space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right-of-way, or a natural barrier.

Prorate: The term "prorate" means the basis sometimes used for determining the charge for service furnished for a period less than that used in specifying rates. The pro rata charge for a service for which the rate is specified on a monthly basis is 1/30 of the monthly rate times the number of days service was furnished.

Rates: The term "rates" shall mean recurring amounts billed to customers for regulated services and equipment.

Residential Service A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a residential, non-commercial, or non-business rate in the applicable local exchange service tariff for switched service.

Rotary Pulse: The term "rotary pulse" means the transmission of digital information from a customer's dial to the central office equipment. The numerical value of each digit in the dialed telephone number is determined by the number of on-hook intervals in a train of pulses. The on-hook intervals for each digit are separated by short off-hook intervals, and the digits themselves are separated by relatively long off-hook intervals.

Serving Exchange: The term "serving exchange" means a unit established for the administration of communication services in which Teleconnect holds itself out to provide service. The boundary of the serving exchange for Teleconnect is identical to that filed by the local utility.

Special Dialing Procedures: The term "special dialing procedures" means the dialing procedures which are an exception to the three step procedure. Special dialing procedures are available where a customer is in an equal access area and has registered specific lines with Teleconnect for "1+" dialing. When Teleconnect has been designated as the customer's primary interLATA carrier, and the call is an interLATA call, the call may be dialed in the following sequence:

1 + area code + long distance telephone number.

Suspend: The term "suspend" means temporary disconnection or impairment of service which shall disable either outgoing or incoming communications or both.

Switching Service: The term "switching service" means switching performed for the service lines.

Teleconnect Exchange: The term "Teleconnect exchange" means the serving exchange of the Metropolitan Los Angeles free calling area. Continued service to EAS exchanges may be contingent upon any and all conditions imposed by the tariff or the financial incentives or disincentives imposed by secondary exchange carrier tariffs.

Telephone Utility or Utility: The terms "telephone utility" or "utility" mean any person, partnership, business association, or corporation, domestic or foreign, owning or operating any facilities for furnishing communications service to the public for compensation.

Three-Step Dialing Procedure: The term "three-step dialing procedure" means Teleconnect access number + authorization code + area code + long distance telephone number.

Timely Payment: The term "timely payment" is a payment on a customer's account made on or before the due date shown: (1) on a current bill for rates and charges, or (2) by an agreement between the customer and utility for a series of partial payments to settle a delinquent account.

Toll Message: The term "toll message" means a message made between different exchange areas for which a charge is made.

Toll Rate: The term "toll rate" means the Catalog Schedule charge prescribed for toll messages, usually based upon the duration of the message, the distance between the exchanges, the day and time of the message.

Tone: The term "tone" means a DTMF signal.

Traffic: The term "traffic" means telephone call volume, based on number and duration of calls.

WATS Access Line: The term "WATS Access Line" means the special access line between the customer premise and the WATS serving office.

EXPLANATION OF ABBREVIATIONS

ANI	Automatic Number Identification
BPS	Bits per Second
BPI	Bits per Inch
Cal PUC	California Public Utility Commission
CO	Central Office
CPE	Customer Premises Equipment
DAL	Dedicated Access Line
DDD	Direct Distance Dialing
DTMF	Dual Tone Multi-Frequency
EAS	Extended Area Service
FCC	Federal Communications Commission
FGD	Feature Group D
ICB	Individual Case Basis
LATA	Local Access and Transport Area

LMS	Local Measured Service
OCC	Other Common Carriers
OS	Operating Systems
P.U.C.	Public Utility Commission
WAL	Wats Access Line

RULE NO. 2 - DESCRIPTION OF SERVICE

MAJOR SERVICES

DAYSAVER, DAYSAVER PLUS, AND MAX-SAVE

a. Nature of Service. DAYSAVER, DAYSAVER PLUS and MAX-SAVE Services are interexchange telephone services, which allow customers to originate calls from any specified Teleconnect exchange, as listed in the Tariff, and terminate calls in any intrastate location within the State of California. Usage charges are generally based on the distance, duration and time of day for each call.

b. Dialing Procedure. The DaySaver Plans and MAX-SAVE may be accessed only through the special dialing procedures.

Smart Minutes

a. Nature of Service. Smart Minutes (an add-on to interstate service) is an outbound Residential Service that allows customers to originate intrastate calls via Local Exchange Carrier Feature Group D access lines. A customer may pre-subscribe up to two lines for Smart Minutes or may access the Service by dialing 1010826.*

* If a customer dials 1010826, Smart Minutes rates apply only when a call is placed from a pre-subscribed Smart Minutes phone.

b. Availability Service is available on a limited geographic basis and for customers of certain local exchange carriers.

800 SERVICE

a. Nature of Service. 800 Service is an interexchange telephone service which allows a customer to receive calls from any station within the state of California at no toll charge to the calling party. The customer is responsible for all calls placed to the customer's 800 number.

b. Dialing Procedure. The dialing procedure for 800 Service is 1-800-NXX-XXXX, where the NXX-XXXX is the 800 number assigned to the customer.

c. Specific Plans Included in the 800 Service Family.
800 Services are comprised of the following play types:

.01 Profit Line*

.02 Profit Line Plus*

.03 **[Reserved For Future Use.]**

.04 800 SUPERWATS PLUS*

* Profit Line, Profit Line Plus and 800 SUPERWATS PLUS are registered Service Marks of Teleconnect Company.

d. Determination of Duration

.01 The duration of a call begins when the connection is established between the calling station and the desired telephone attendant board or PBX console.

.02 The duration of a call ends when the connection is terminated.

.03 The duration of a call does not include time lost because of faults or defects in service.

e. Determination of Time of Day

.01 Day. Daytime rates shall apply from 8:00 a.m. until 5:00 p.m., Monday through Friday.

.02 Evening. Evening rates shall apply from 5:00 p.m. until 11:00 p.m., Monday through Friday.

.03 Night/Weekend. Night/Weekend rates shall apply from 11:00p.m. until 8:00a.m., Monday through Friday. Saturday and Sunday applies to all day.

f. Availability. Teleconnect only offers its individual intrastate 800 services only as add-ons to Teleconnect's interstate 800 services.

OPERATOR SERVICES

a. APPLICABILITY
Operator Services applies to all interexchange telephone services messages made between two or more points within the State of California.

b. DESCRIPTION
Operator Services provides telecommunications on an intrastate basis to the customer. Operator Services charges cover the service furnished between the calling and called stations of service points, this includes all methods of originating and terminating operator services calls.

c. PROVISION OF SERVICE
Operator Services is available to and from customers of other carriers and telephone utilities with an arrangement for interchange of telephone traffic. This service is furnished through interconnecting equipment and local connecting facilities.

d. TYPE OF SERVICE

.01 Customer Dialed Calling Card Station Service - The customer dialed calling card station rate applies when the person originating the call:

(a) Dials zero (0) plus the desired number and the commercial credit card or Local Exchange Utility calling card number (where equipment is available) to complete the call without operator assistance, or
(b) Dials zero (0) plus the telephone number to complete the call. In such, cases operator assistance is limited to recording the commercial credit card or Local Exchange Utility calling card number for billing purposes, or
(c) Inserts a commercial credit card or Local Exchange Utility calling card into a telephone equipped card reader (where equipment is available), dials zero (0) plus the called telephone number to complete the call without operator assistance.

.02 Operator-Handled Station Service - An operator-handled station rate applies when calls are completed with the assistance of an operator (except in f. below).

.03 Operator-Handled Person Service - An operator-handled person rate applies when:

(a) A calling person names the particular party to be reached by an operator, including such a call paid for by coin deposit. The party may be.

- A person.
- A mobile station.
- A station, department or office reached through a PBX attendant.

(b) The calling party cannot speak to the intended person or station, but agrees to speak to someone else.

(c) The calling party requests an operator to make arrangements with a person to receive a call at a specified time.

e. TIMING OF CALLS

On customer dialed calling card station and operator-handled station, the timing of a call begins when the calling and called stations are connected.

On Person calls, the timing of a call begins when the calling party is connected to a specified person, number, or an agreed-upon alternate.

The timing for all calls ends when the calling party hangs up the telephone. If the called party hangs up, but the calling party does not, the timing of the calls ends when the automatic timing equipment or the Company operator releases the network connection.

The timing of a call does not include time lost because of service faults or defects that are reported to the Company.

f. COLLECTION OF CHARGES

Charges for all Teleconnect Operator Services messages are billed to the calling telephone number, except where the message are billed to:

.01 The called party as a collect call, and the charge is accepted by the called party. This does not apply if the called number is a coin telephone. In this case, the charge may be accepted, but must be billed to a commercial credit card or Local Exchange Utility calling card number or third number which the called party is authorized to use, otherwise the called party must originate a new call.

.02 A third telephone number, except a coin telephone number, which the calling party is authorized to use, anywhere in the United States or Canada.

.03 A commercial credit card or Local Exchange Utility calling card account when the party requesting such billing is authorized to use such a card. In order to control fraud, the Company may refuse

to accept calling cards which it determines to be invalid.

.04 Call Authorization

(a) To ensure billing is authorized, verification is made by the Company on all collect calls and periodically on third number calls.

(b) A call is authorized if the customer accepts the call, either by a live response or an answering device recording which states that calls are accepted, or if the billing is accepted by the customer.

(c) Calls that have been placed but are found to be unauthorized, will be rebilled to the number where the call originated.

g. PAYMENT OF CHARGES
The customer is responsible for payment of all charges for operator services furnished. This responsibility includes charges for all:

a. Messages originated at the customer's number.

b. Collect messages accepted at the customer's number.

c. Authorized messages billed to the customer's number.

d. Authorized messages billed to the customer's Local Exchange Utility calling card or commercial credit card.

OPTIONAL SERVICES - DESCRIPTION

ACCOUNT CODES

a. Description.

01. General. An Account Code Package is a service providing the customer with control, within prescribed limits, over the format of the bill. Account Codes can vary in length between two and four digits and are used by the customer to identify charge-back accounts and/or individuals.

02. Variable Length Account Codes. The customer may choose between three Account Code package sizes.

If this service is ordered, the customer must enter a valid Account Code at the end of the normal dialing sequence to complete a call.

When codes are ordered without the screened function, any digit meeting the package's parameters can be entered and will be registered as valid. Teleconnect is not responsible for invalid assignment of usage to a valid code.

03. "SECURE-CALL" Codes.

(a) General. In addition to subscribing to a variable-length Account Code package, the customer may request that the codes be "screened." The process of screening account codes is called SECURE-CALL Service. SECURE-CALL Service packages have certain specific codes within the parameters of the package invalidated. If one of these invalidated Account Codes is used in an attempt to place a call, the call will not be completed. Again, Teleconnect is not responsible for invalid assignment of usage to a valid code. Charges for screened accounts codes are in addition to charges for the initial account code package.

(b) Packaging. Predetermined packages of randomly selected 2, 3 and 4 digit account codes are available. Valid Codes can range from 25 to 1,000 codes for screened accounts.

04. Customized Screened Account Codes. Instead of using a predetermined package, customers are allowed to have specific account codes validated or invalidated according to their unique needs or wants. In this case the special packages of account codes are called Customized Screened
Account Codes.

The customer must first subscribe to Account Codes and pay the premiums for SECURE-CALL Codes in order to receive Customized Screened Account Codes.

SPEED CODES

a. Description. Speed Codes are 3-digit codes representing frequently called long distance numbers. They are provided in packets of 16 Speed Codes, or, in limited instances, in packets of 50 Speed Codes.

b. Fifty packet Speed Codes are available only to customers accessing the Teleconnect system with a DAL. Customers are limited to one Speed Code packet per authorization code.

AUTHORIZATION CODES

a. Description. Service under all plans includes one Authorization Code at no additional charge. Additional authorization codes may be supplied on request at an additional charge.

b. Availability. Any Teleconnect customer can purchase additional authorization codes.

CORPORATE BILLING

a. Availability. Corporate Billing is available to all customers having Authorization Codes and/or Account Codes.

MULTIPLE BILLING

a. Description. At a customer's request, multiple copies of that customer's bills will be furnished.

b. Availability. Multiple billing is available to any Teleconnect customer.

MAG TAPE/DISKETTE BILLING

a. Description

.01 Teleconnect will provide billing information and call detail on magnetic tape or diskette.

.02 Magnetic tape or diskette billings will be provided in the following formats:

(a)	Tape	-	1600 or 6420 bpi
		-	9 track
		-	standard OS labels or unlabeled
		-	IBM EBCDIC
(b)	Diskette	-	IBM 8-inch double sided double density
		-	floppy diskette
		-	Basic Exchange Format

b. Availability. Mag tape/diskette billing is available to all Teleconnect customers.

Teleconnect does not differentiate between a business or residential customer in any manner.

Information Required. When applying for interexchange service each prospective customer will be required to furnish Teleconnect the following information:

.01 Name of the party who will be responsible for payment for the interexchange service provided.

.02 Address or exact location of the premises where interexchange service is to be provided and billed.

.03 Any information required to make a proper determination of appropriate credit worthiness. Copies of different application forms are shown on page 92-T and page 93-T.

Selection of Service Type. Teleconnect offers several different types of service. Each is set forth separately in this catalog schedule. The customer is responsible for the selection of the service and the options.

Change of Service. The customer may change the service received and transfer to another service otherwise available to them. In such a case the customer will receive a credit against any one-time set-up fees for the new service in the amount of any one-time set-up fees paid upon the origination of the service being discontinued. If the one-time set-up fees for the new service are less than the one-time set-up fees for the service being discontinued, the customer shall pay no one-time set-up fee for the new service but shall not otherwise be entitled to any credits or remission from charges.

Additional Lines Required. When Teleconnect's interexchange service to the public is impaired by a customer's use of telephone service, Teleconnect shall have the right to require the customer to contract for and properly attend as many additional telephone lines as needed to adequately serve the customer's requirements, or to discontinue the service of the customer in question.

TRANSFERS OF SERVICE/RESPONSIBILITY FOR CHARGES ASSOCIATED WITH REQUESTED AUTHORIZATION CODES

Transfers. Transfers of service are not allowed. Service can be expanded to include use by the new spouse of an existing customer.

Requested Authorization Codes. When a customer requests that service be established by means of a specific, previously used authorization code or codes, all ongoing rates and charges associated with such code or codes will be made known to the prospective customer. Assignment of the code or codes to the prospective customer will be contingent upon the customer's acceptance of responsibility for all such ongoing rates and charges.

RULE NO. 4 – CONTRACTS

At present, Teleconnect serves no end-user customers via contractual agreements.

Teleconnect does hold itself out as acting as a carrier's carrier with other parties engaged interexchange service. Under these circumstances, Teleconnect does not hold itself as the responsible carrier to the end user customer. Instead, our obligations are to the carrier with whom Teleconnect has contracted. Under no circumstances should end-user parties served in such an arrangement be viewed as Teleconnect customers.

If and when other utilities provide Teleconnect with facilities and impose individual case basis installation charges or contracts requiring basic termination liabilities, Teleconnect will pass these obligations on to those customers who make use of such facilities. Teleconnect will use the same type of instruments of obligation with the customers as the utility providing the facilities imposes on Teleconnect.

Service may be terminated prior to the expiration of the initial service period may be terminated at the end of a billing period, without charge except for payment of all rates and charges due for service which has been already furnished.

RULE NO. 5 – SPECIAL INFORMATION REQUIRED ON FORMS

Teleconnect requires its prospective customers to provide all information shown on any form Teleconnect submits to a prospective customer. Also, the applicant will need to provide any additional information necessary to perform a credit check. Finally, Teleconnect may demand written clarification or written support of contested facts concerning any aspect of the customer's application.

RULE NO. 6 – ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

Teleconnect reserves the right to examine the credit record of all applicants and customers.

Teleconnect may examine the credit profile/record of any applicant prior to accepting the subscription order. Negotiation of customer's advance payment shall not in itself obligate the carrier to providing services, if a later check of applicant's credit record is, in the opinion of Teleconnect contrary to the best interest of Teleconnect. In the event Teleconnect denies an applicant, then the applicant shall be notified in writing and refunded any monies paid within five days, or upon notification by the carrier's bank that applicant's check (if previously deposited) has been paid by applicant's bank.

RULE NO. 7 – DEPOSITS

APPLICATION OF DEPOSITS

a. A carrier may require a deposit to establish or re-establish service if and only if an applicant for service is unable to demonstrate acceptable credit to the satisfaction of the carrier. Failure to provide a social security number shall not be cause for requiring a deposit. A carrier may not require for its own benefit a deposit for services provided by another carrier, or refuse to accept a deposit in lieu of demonstrating satisfactory credit.

b. Amount. The amount of the deposit shall not be more than the total of two months tariffed services. The amount of tariffed services may be estimated from past toll usage, customer estimated anticipated usage or Teleconnect network average toll usage considering type and nature of service. The amount of deposit may exceed this total when service is provided for short periods of time or special occasions.

c. Existing Customer. An existing customer may be required to make a deposit or to increase a deposit presently held when a deposit is inadequate to cover two months interexchange service, interex- change usage is abnormal or the customer's credit is impaired. Service may be disconnected unless the new or additional deposit is made within 12 days after written notification.

d. Abnormal Usage After Six Months. For customers with at least six consecutive months of service, abnormal usage of interexchange service is defined as at least a twenty-five percent increase in monthly interexchange charges amounting to at least twenty dollars. The customer's average monthly interexchange bills for not less than the prior three months shall be used in determining the increase.

e. Abnormal Usage Before Six Months. For customers with less than six consecutive months of service, abnormal usage of interexchange service is defined as when one month's interexchange service exceeds the deposit attributable to interexchange service by at least twenty-five percent, amounting to at least twenty-five dollars.

f. Handling of Deposits. Deposits shall be sent to: Teleconnect Company, 500 Second Avenue S.E., Cedar Rapids, Iowa 52401. Teleconnect will maintain records which show the name and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Unclaimed deposits together with accrued interest shall be credited to an appropriate account and shall be disposed of in accordance with

the law.

g. Receipts. A receipt of deposit will be furnished to each customer from whom a deposit is received. Upon customer request, duplicate receipts will be provided to customers who have lost their receipt if the deposit is substantiated by Teleconnect's records.

h. Customer Obligations. The fact that a deposit has been made in no way relieves the customer from complying with Teleconnect's regulations as to the prompt payment of bills.

i. Interest. Deposits shall earn on the monthly, unused balance not less than simple annual interest based on the three-month financial commercial paper rate published by the Federal Reserve Board, on November 30th, of the prior year.

j. Refund or Credit. The deposit shall be refunded or credited to the customer after not more than twelve consecutive months of prompt payment. Within thirty days of issuance of the final bill, the amount of the deposit plus any accrued interest is credited to the customer's account and any credit balance is refunded.

k. Re-establishment of Deposit. If the customer is delinquent one or more months during any twelve month period, Teleconnect may implement or re-implement a deposit as set forth in this catalog schedule.

ADVANCE PAYMENTS

a. Applicants. Applicants for interexchange service who are required to make a deposit may be required to pay in advance of installation any service connection or installation changes.

b. Existing Customers. Existing customers who apply for additional interexchange service or changes in their existing service may be required to make advance payments, as described above, when the customer does not meet Teleconnect's credit standards or a sufficient credit history is unavailable.

RULE NO. 8 – NOTICE OF DISCONNECTION OF SERVICE

DISCONNECTION

Teleconnect disconnects in the manner described in RULE 11.

RULE NO. 9 – RENDERING AND PAYMENT OF BILLS

BILLS

a. Regular Bills. Regular customer bills are issued monthly. Each bill contains the dates included in the billing period, dates for service charges associated with work performed and the last date for timely payment. Bills include the amount the customer is charged, stated by category, sales tax and excise tax, with separate entries for total amounts current or in arrears.

b. Customer Requested Adjustments. Reasonable customer requested adjustments to monthly bills may be made if the customer brings the desired adjustment to Teleconnect's attention within 60 days of issuance of the bill. Teleconnect reserves the right to extend the period for adjustments beyond the 60 day period if, in Teleconnect's judgment, the situation so warrants.

TERMS AND CONDITIONS

Service is provided and billed on the basis of a minimum period of at least one month beginning on the date that billing becomes effective, and continues to be provided until the customer requests cancellation or until Teleconnect disconnects service pursuant to the provisions of this catalog schedule.

PAYMENT FOR SERVICE

The rates specified in this catalog schedule are generally rates based on usage, billed monthly, and generally payable in arrears except as otherwise provided.

All customers shall be permitted to have a last date for timely payment changeable for cause in writing. Such a change will become effective when acknowledged by Teleconnect. Until acknowledged, no change in date of timely payment is recognized by Teleconnect.

Customer payments are considered prompt when received at Teleconnect or its agent by the due date on the bill. The due date is 20 days after the bill is rendered and may be designated "due by," "pay by," or "if paid by" on the customer bill. Any customer not paying within 20 days is considered delinquent.

Teleconnect does not assess a late payment charge expt for forfeiture of High Volume Discounts (including multi-location discounts) as applicable to any service. In such cases, the late payment charge is forfeiture of the High Volume Discount applicable to all calls. This late charge will be assessed beginning with the first delinquent payment in any twelve month period. Teleconnect may request payment upon issuance of a final bill when service is terminated at the customer's request. For all other bills, payment will not be requested until the due date.

The customer is held responsible for all charges for services furnished at the customer's request and for all toll service furnished. Failure to receive a bill does not exempt the customer from prompt payment of the account. It is the customer's responsibility to contact Teleconnect when no bill is received.

Except as provided elsewhere in this catalog schedule, the rate for a fractional part of a billing period is a pro rata share of the rates for a full billing period as specified in this catalog schedule. If the prorating indicates a refund is due, the refund is applied as a bill credit.

PAYMENT

Bills may be paid by mail or in person at the sales office of Teleconnect. All charges for service are payable only in United States Currency. Payment may be made by cash or check. A penalty charge of $10.00 will apply on all returned checks.

LATE PAYMENT

a. Legal Fees, Costs. The customer is liable for any legal fees incurred by Teleconnect in the process of collecting a past-due amount. The amount of these fees can be determined by officers of the court if the proceedings are fully litigated. If the customer acquiesces to Teleconnect's demand for payment before a judgment is rendered, Teleconnect will bill the delinquent customer for costs incurred to that point. The customer is entitled to a statement of legal fees that are being assessed.

b. Customer Deposits. Teleconnect will apply a customer's deposit on file toward that customer's delinquent payment amount.

c. High Volume Discount. DaySaver Plus customers who submit delinquent payments shall forfeit the High Volume Discount as specified in this catalog schedule.

INITIAL SERVICE PERIODS AND TERMINATION OF SERVICE

Subscribers may cancel without termination fees or penalties any new tariffed service or any new contract for service within 30 days after the new service is initiated. This Rule does not relieve the subscriber from payment for per use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on the customer’s premises (such as wiring or equipment installation) before the subscriber canceled.

OTHER COMPANIES' CHARGES

Teleconnect is not in all cases responsible for local telephone charges incurred by the customer in gaining access to the carrier's network. Only when Teleconnect is the designated agent of the customer for ordering DALs, WALs, etc. does such an obligation exist.

PAYMENT FOR USAGE

Usage is billed in arrears.

RULE NO. 10 – DISPUTED BILLS

All disputed charges for any telecommunications service are subject to a rebuttable presumption that the charges are unauthorized unless there is (i) a record of affirmative subscriber authorization; (ii) a demonstrated pattern of knowledgeable past use; or (iii) other persuasive evidence of authorization.

CUSTOMER COMPLAINTS

A customer or prospective customer may initiate a complaint with Teleconnect on any relevant matter by telephone, in person, or in writing directed to Teleconnect at any of its offices. Teleconnect's response to the complaint will generally be in the same form used by the customer. However, Teleconnect may respond to written complaints by telephone or personal visits when it believes such communications will be effective in resolution of the issues.

The customer may at any point during resolution of the complaint seek review by a supervisor or manager. If the customer is still not satisfied, the nature of the complaint with sufficient detail to afford an investigation should be documented and addressed to: Director of Customer Service, Teleconnect Company, 500 Second Avenue S.E., Cedar Rapids, Iowa 52401.

In the event of a billing dispute between the customer and Teleconnect for services furnished to the customer which cannot be settled to their mutual satisfaction, the customer may appeal to the Commission for its investigation and decision. The addresses of the California Public Utilities Commission are (1) 505 Van Ness Avenue, San Francisco, California 94102, and (2) State Office, 107 South Broadway, Los Angeles, California 90012.

RULE NO. 11 – DISCONTINUANCE AND RESTORATION OF SERVICE

DISCONNECTION OF SERVICE

Teleconnect will follow the appropriate state requirements.

a. Without Prior Notice. Interexchange service may be refused or disconnected without prior notice by Teleconnect for the following reasons:

.01 In the event of a condition on the customer's premises determined by Teleconnect to be hazardous.

.02 In the event of customer's user in such a manner as to adversely affect Teleconnect's facilities or Teleconnect's service to others.

.03 In the event of tampering with facilities leased or owned by Teleconnect.

.04 In the event of interexchange service being used by a customer in connection with a plan or contrivance to secure a large volume of interexchange calls to be directed to such customer or the telephone service of any designated customer at or about the same time, resulting in preventing, obstructing, or delaying the interexchange service of others.

.05 In the event of unauthorized use following the disconnection of service for any of these reasons, Teleconnect will notify the telephone customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where a customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

b. With Prior Notice. Service can be disconnected with prior notice for the following reasons:

.01 In the event the customer is indebted to Teleconnect for the same type of telephone service previously furnished.

.02 In the event the customer supplied false or inaccurate information of a material nature in order to obtain telephone service.

.03 For failure of the customer or prospective customer to furnish service equipment, permits, certificates, rights of way necessary to obtain service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon him or her as conditions of obtaining service by a contract filed with and subject to the regulatory authority of the Commission.

.04 For failure of the customer to permit Teleconnect reasonable access to its facilities on the customer's premises.

.05 For nonpayment of a bill, where a reasonable attempt has been made at collection, except bills for: merchandise purchased from Teleconnect or a different class of service.

.06 For nonpayment of deposit as specified.

.07 In the event the service is or is likely to be used for unlawful purposes.

.08 Any other violation of the conditions governing the furnishing of service.

.09 For violation or noncompliance with Teleconnect's rule on file with the Commission, the requirements on any municipal ordinance, regulation or law pertaining to the service.

c. Notice. For disconnection with prior notice, written notice of a pending disconnect will be rendered five days prior to the disconnection. The notice will include all reasons for the disconnect and the final date by which payment is to be made or specific action taken. The notice will include a toll-free number where a customer can obtain additional information. A notice of disconnect based upon nonpayment will not be issued until the bill becomes delinquent. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

d. Unusual Circumstances. In unusual credit circumstances or abnormal usage of service which would result in undue revenue loss, disconnection may occur prior to the expiration of the seven-day notice.

e. Time Restrictions on Disconnection. Except as provided for disconnect without prior notice or in unusual credit circumstances or abnormal usage of service, no calls will be disconnected on the day preceding or the day on which Teleconnect is closed. Service will not be disconnected on a weekend, holiday, or after 2 p.m. unless service can be reconnected the same day.

SUSPENDED SERVICE

Teleconnect may suspend service when a customer is delinquent in payment. Teleconnect will issue the same five-day notice for suspension of service as is issued for termination of service. If Teleconnect and the customer cannot resolve payment of the delinquent bill, service may be terminated without any additional notice, and without service being reestablished.

DEACTIVATION OF SERVICE

If a customer's Teleconnect service is unused for a period of six consecutive months, the customer's authorization code may be deactivated. Deactivation of an authorization code under this section will be done only upon five days notice to the customer. Service will be restored by issuance of a new authorization code without charge upon subsequent written request of the customer.

PAYMENT TO HAVE SERVICE RESTORED

The maximum payment required for restoration of service that existed prior to disconnection shall be the total past-due amount, applicable charges, an Advance Payment and Deposit as specified elsewhere in this catalog schedule and where permitted by state tariff, a restoration of service charge.

RESTORAL OF SERVICE CHARGE

If a subscriber has had service disconnect involuntarily and has been properly noticed, Teleconnect may assess a reasonable restoral of service charge to reconnect service. The restoral of service charge will be applicable in an amount up to $50.00.

RULE NO. 12 – OPTIONAL RATES AND INFORMATION TO BE PROVIDED TO THE PUBLIC

In the event of adoption by the carrier of new or optional schedules of rates, the carrier will advise its customers through bill stuffers that they are available.

A copy of this catalog schedule and advice letters will be available for public inspection in the carrier's sales office during regular business hours.

The carrier will post in a conspicuous place in its business office, a notice to the effect that a copy of this catalog schedule and advice letters as filed with the Cal. P.U.C. are available for public inspection.

TEMPORARY SERVICE

Temporary service or service to speculative projects will be provided if consistent with the best interest of Teleconnect. Rates and conditions for such service will be those published in this catalog schedule. Any customer paying the normal subscription fees shall be eligible to utilize the service.

From time to time Telecom*USA may provide certain special, temporary promotional offerings to its customers. These offerings may be limited to certain dates, times and locations.

RULE NO. 14 – CONTINUITY OF SERVICE

GENERAL

Teleconnect offers its services 24 hours a day, seven days a week, 365 days a year.

LIABILITY

a. Limitation. The liability of Teleconnect for damages to any party arising out of mistakes, omissions, interruption, delays, errors, or defects in transmission occurring in the course of furnishing service or facilities shall in no event exceed an amount equivalent to the metered rate charged by Teleconnect for the defective call or, for nonmetered services, the proportionate rate to the customer for the period of service during which mistake, omission, interruption, delay, error, or defect in transmission occurs.

b. Out of Service Conditions. Teleconnect shall make all reasonable efforts to prevent out of service conditions. An out of service condition exists when Teleconnect facilities, either leased or owned, are either not functioning or are malfunctioning such that the customer can complete no interexchange calls on the Teleconnect network or such that the quality of transmission of all calls on the Teleconnect network is degraded below the minimum acceptable standard.

c. Out of Service Adjustment. In the event of an out of service condition which is not due to the negligence or willful act of the customer and which is due to the failure of a Teleconnect-owned or leased facility, a pro rata adjustment will be made of any fixed monthly or annual rates for the service affected by said out of service conditions as follows:

.01 The out of service period will be considered to begin at the time the customer first notifies Teleconnect of the service outage. If, in the judgment of Teleconnect, circumstances prevent a customer from notifying Teleconnect of an out of service condition, the requirement for notification to Teleconnect may be waived, in which case the out of service period will begin with the time at

which the out of service condition is first known to Teleconnect.

.02 When the out of service period extends beyond twenty-four (24) hours, the charges for the service affected will be voluntarily adjusted on a pro rata basis for the duration of the service outage.

.03 When an out of service condition continues for a period of less than twenty-four (24) hours, adjustments for such outages will be made if in the opinion of Teleconnect circumstances so warrant.

d. Customer Equipment. Teleconnect shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission or other injury, which is caused by customer provided equipment or non-Teleconnect services being used in conjunction with Teleconnect service. It shall be the customer's responsibility to ensure that the customer premises equipment is compatible with the service furnished by Teleconnect.

e. Voice Grace Service. Unless an application is specifically guaranteed by Teleconnect, Teleconnect shall not be liable for damages arising out of the use of the Teleconnect network for the transmission of other than voice grade service.

RULE NO. 15 – EMPLOYEE SERVICE

Employees of Teleconnect receive no special rates or discounts.

RULE NO. 16 – SERVICE CONNECTION AND FACILITIES

INTERCONNECTION WITH OTHER CARRIERS

Service furnished by Teleconnect may be connected with services or facilities of another participating carrier or may be provided over facilities solely provided by local utilities and/or interexchange carriers other than Teleconnect. Service furnished by Teleconnect is not part of a joint undertaking with such other carriers.

MAINTENANCE AND REPAIR

a. Customer Liability. The customer shall be responsible for damages to Teleconnect's leased or owned facilities caused by the negligence or willful act of the customer or those using Teleconnect service through the customer. The customer or those using Teleconnect service through the customer may not alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, or permit others to alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, any Teleconnect facilities except upon written consent of Teleconnect.

b. Leased or Owned Facilities. The customer's obligation to Teleconnect is the same whether the facilities involved are Teleconnect-owned facilities or are facilities leased by Teleconnect from another party. If Teleconnect incurs expenses due to the customer's actions which result in damage to or impairment of Teleconnect leased facilities, Teleconnect will pass through to the customer any and all expense which the owner of the facilities imposes on Teleconnect.

c. Limitation on Liability. Teleconnect should have no liability for any damage resulting from actions prohibited under this catalog schedule, including but not limited to:

.01 Lawsuits or other legal action

.02 Damage caused by abnormal voltage

.03 Fire

.04 Medical expense, lost wages, and other expenses for injured personnel

.05 Damage to C.P.E. or inside wiring

.06 Damage to the customer's premise

.07 Any and all other losses suffered by the customer

RULE NO. 17 – MEASUREMENT OF SERVICE

DETERMINATION OF DURATION

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.

.02 Chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

Teleconnect's typical connection is an FGD and therefore, does receive hard-wire voice detection for one plus calls placed over its network.

In those limited cases where hard-wire voice detection is not available, Teleconnect makes use of software voice detection and, therefore, has confidence in our ability to measure usage.

RULE NO. 18 – METER TESTS AND ADJUSTMENT OF BILLS FOR METER ERROR

Rule not applicable.

RULE NO. 19 – SUPPLY TO SEPARATE PREMISES AND RESALE

Rule not applicable.

RULE NO. 20 – LIMITATIONS

AVAILABILITY OF FACILITIES, REQUIREMENTS OF SUPPLIERS

Service is offered subject to the availability of facilities, both leased and owned; the requirements imposed by facility based carriers and their tariffs, and the provisions of this catalog schedule.

FORCE MAJEURE

Teleconnect reserves the right to discontinue furnishing service upon written notice when necessitated by events or circumstances beyond its control or when the customer is using the service in violation of the provisions of the Tariff or in violation of the law.

RULE NO. 21 – USE OF SERVICE FOR UNLAWFUL PURPOSES

The services tariffed are furnished subject to the condition that they will not be used for any unlawful purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If Teleconnect receives other evidence

giving reasonable cause to believe that such services are being or are likely to be so used, it will either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

RULE NO. 22 – AFFILIATIONS

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

RULE NO. 23 – INDEMNIFICATION

INDEMNIFICATION

The customer indemnifies and saves Teleconnect harmless against all claims arising out of any act or omission of the customer in connection with services provided by Teleconnect, including but not limited to:

.01 Claims arising from the content or use of material transmitted over its facilities, including claims for libel, slander, or infringement of copyright.

.02 Claims for infringement of patents arising from the use of Teleconnect services in connection with the facilities, apparatus, or systems of the customer.

RULE NO. 24 – UNAUTHORIZED USE

UNAUTHORIZED USE

Any individual who uses or receives Teleconnect service, other than under the provisions of an accepted application for service and a current customer relationship, shall be liable both for the tariffed cost of the service received and for Teleconnect's costs of investigation and collection.

RULE NO. 25 – RESERVED FOR FUTURE USE

RULE NO. 26 – RESERVED FOR FUTURE USE

RULE NO. 27 - BACKBILLING PROCEDURE

A bill shall not include any previously unbilled charge for service furnished prior to three (3) months immediately preceding the date of the bill.

The following are exceptions which would allow backbilling beyond the prior three months:

1) Collect Calls

2) Credit Card Calls

3) Third Party Calls

4) "Error File" Calls (calls which cannot be billed due to the unavailability of complete billing information to the LEC).

9) Backbilling for a period of one and one-half (1-1/2) years will be permitted in cases involving toll fraud.

RULE NO. 28 – CANCELLATION AND RESTORATION OF SERVICE

A. CANCELLATION

1. CANCELLATION OF SERVICE BY A CUSTOMER

.01 If a customer cancels his order for service before the service begins, before completion of the minimum period or before completion or some other period mutually agreed upon by the customer and MCI, a charge will be levied upon the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by MCI and not fully reimbursed by installation and monthly charges. If, based on an order by a customer, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by the customer.

.02 If an order for installation is delayed for more than 30 days beyond the due date, and such delay is not requested or caused by the customer, the customer may cancel the order without incurring cancellation charges.

2. CANCELLATION FOR CAUSE BY MCI

.01 MCI may discontinue the furnishing of any and/or all service(s) to a customer, without incurring any liability:

.011 Immediately and without notice if MCI deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, MCI may discontinue service pursuant to this sub-section A.2.011 if:

.0111 The customer refuses to furnish information to MCI regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or

.0112 The customer provided false information to MCI regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of MCI service(s); or

.0113 The customer states that it will not comply with a request of MCI for security for the payment for service(s) in accordance with Rule No. 7; or

.0114 The customer has been given written notice by MCI of any past due amount, which remains unpaid in whole or in part, for any of MCI's other common carrier communications services to which the customer either

subscribes or had subscribed or used; or

.0115 The customer either (1) accesses MCI service by dialing 1010222, or any other MCI carrier identification code, or (2) having (T) presubscribed to MCI's Dial "1" Long Distance Service (Option A), has had its account(s) canceled and has been removed from MCI's billing system and is being billed for its subsequent use of MCI's network by the local exchange carrier, and either refuses to pay when billed for MCI service(s) or indicates to MCI or its billing entity that it will not pay for MCI services(s) used by it.

RULE NO. 29 – USE OF SERVICE FOR RESIDENTIAL AND SMALL BUSINESS CUSTOMERS

1. Effective February 1, 2009, the Company will no longer offer long distance service to new customers in areas in which local exchange service is provided by any subsidiary or affiliate of Verizon not subject to this tariff. Customers currently subscribed to Company service will no longer be able to move, add to, or change the service to which they are subscribed, except that customers may switch to a different Company service for which they are eligible if they wish. All residential and small business end users will continue to be able to access the Company network and will be subject to this tariff on a non-presubscribed basis, e.g. collect calling, "dial around" services, or where their local exchange carrier installs the Company as the long distance PIC without the customer directly signing up with the Company for any calling plan.

TITLE SHEET

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

EFFECTIVE 04/17/12

CHANGE SHEET

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

Revisions to Catalog Schedule No. 1, Effective 04/17/12

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- Discontinuance of Recharge Option for Prepaid Card Service.

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PRELIMINARY STATEMENT

This catalog schedule contains all effective rates and rules together with information relating to, and applicable to Teleconnect's Services.

Teleconnect Services also provides interstate telecommunications service within the United States.

Effective August 1, 2001, pursuant to the direction of the Federal Communications Commission (FCC), Teleconnect is canceling its federal tariffs for services with certain exceptions, including those pertaining to exchange access, casual calling, and basic long distance service during a 45-day period for customers who sign up for Teleconnect service with a Local Exchange Carrier (LEC). International services for Residential and Small Business customers will also remain tariffed through January 27, 2002. Beginning August 1, service descriptions, definitions, terms and conditions, and pricing for the Business Markets services no longer federally tariffed may be found in the "Service Publication and Price Guide" located at the website http://www.worldcom.com. Also, beginning August 1, service descriptions, definitions, terms and conditions, and pricing for state-to-state Residential and Small Business services no longer federally tariffed may be found i) at http://www.mci.com/service for Residential services and http://www.mci.com/sb/service_agreement for Small Business services, or ii) by calling 1-800-444-3333.

SERVICE AREA MAP

Teleconnect provides switched intrastate long distance telecommunications services within the State of California.

Teleconnect has been granted authority by the Cal. P.U.C. to provide service within the State of California.



SERVICE AREA

In the following exchanges Teleconnect offers FGD connections only for access to its services. In such situations, only subscribers served from a local switch, which has been converted to equal access, can obtain service from Teleconnect.

Metro Los Angeles
Metro San Francisco
Metro San Jose
Metro Oakland
Metro San Diego
Metro Sacramento #3
Metro Bakersfield
Metro Stockton #9
Metro Santa Rosa
Metro Modesto
Agoura Hills
Anaheim
Buena Park
Burbank
Canoga Park
Carson
Chico
Colton
Concord
Metro Napa
Metro Fairfield
Metro Visalia
Metro Salinas
Metro San Bernadino
Metro Pomona
Metro Ontario
Metro Oceanside #6
Metro Richmond
Metro Monterey
Mar Vista
Montebello
Newark
Norwalk
Orange
Palo Alto
Pinole
Redondo Beach
Redwood City

Culver City	Reseda
Danville	San Carlos
Downey	San Leandro
El Monte	San Mateo
El Segundo	San Rafael
Fremont	Santa Ana
Glendale	Santa Barbara
Hawthorne	Santa Cruz
Inglewood	Torrance
Lomita	Van Nuys
Long Beach	West Lakeville
Westminster	

RATE SCHEDULE

APPLICABILITY

This catalog schedule applies to intrastate interexchange telecommunications service furnished by Teleconnect Company (Teleconnect).

TERRITORY

Within the areas of all exchanges, as said exchanges are defined on Sheet 10-T herein, as authorized by the California P.U.C.

DAYSAVER AND DAYSAVER PLUS RATES

(Effective January 1, 1995, Daysaver Plus will no longer be available to new subscribers.)

a. Day Rates. These rates are applicable 8:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of holidays.

Initial 30 seconds	Each additional six seconds
$0.1300	$0.0260

b. Evening/Night/Weekend Rates. These rates apply at all other times not listed in a. above.

Initial 30 seconds	Each additional six seconds
$0.0975	$0.0195

MAX-SAVE RATES

a. Day Rates. These rates are applicable 8:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of holidays.

Initial 30 seconds	Each additional six seconds
$0.1215	$0.0243

b. Evening/Night/Weekend Rates. These rates apply at all other times not listed in a. above.

Initial 30 seconds	Each additional six seconds
$0.0912	$0.0182

HIGH VOLUME DISCOUNTS

a. DaySaver Plus. DaySaver Plus customers' month call volumes are subject in whole or in part to high volume discounts. These discounts reduce a customer's bill below the amount of the cumulative message rate.

b. Exempt Calls. The following types of calls are not subject to a high volume discount and are not considered in calculating a customer's volume when determining the magnitude of that customer's high volume discount:

c. Application. At the end of each billing cycle the dollar volume of the customer's calls during the billing cycle is calculated. This is the aggregate of both interstate and intrastate calls, excluding those specified in Exempt Calls (b) above.

d. DaySaver Plus. For DaySaver Plus customers, the volume described in c. above will be used to determine the amount of the high volume discount. The high volume discount will be applied only to the daytime portion of that call volume.

e. Amount of Discount. The high volume discount applied is based on the volume of the customer's billing cycle calls, as follows:

Day Saver Plus

Volume of Billing Cycle Calls	High Volume Discount
$ 0 - $ 499.99	0%
$ 500 - $ 999.99	5%
$1,000 - $1,999.99	10%
$2,000 Plus	15%

RATES AND CHARGES - MONTHLY AND NONRECURRING -DAYSAVER, MAX-SAVE

The monthly and nonrecurring rates and charges applicable to DaySaver, DaySaver Plus and MAX-SAVE include one authorization code and are as follows:

Service	Monthly	Nonrecurring
DaySaver (Includes Teleconnect payment for PIC charges of up to $5.00 per line.)	N/A	$49.00
DaySaver Plus (Includes Teleconnect payment for PIC charges of up to $5.00.)	N/A	$49.00
MAX-SAVE	N/A	$00.00

SMARTminutes
(A customer may pre-subscribe up to two lines for SMARTminutes or may access the service by dialing 1010826. If a customer dials 1010826, SMARTminutes rates apply only when a call is placed from a pre-subscribed SMARTminutes phone.

(Effective October 12, 1998, SMARTminutes will not be available to new customers)

Usage Rates
All periods $0.07 per minute - Interlata
$0.07 per minute - Intralata

Features
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes.

SMARTminutes Calling Card
(Effective April 1, 1997, SMARTminutes Calling Card will no longer be available to new customers.)

Customers will be charged a per minuted usage rate and a per call surcharge pursuant to Teleconnect' FCC Tariff No. 4, for all SMARTminutes Calling Card calls that originate and terminate in the state.

SMARTminutes Advantage
(Effective October 12, 1998, SMARTminutes Advantage will no longer be available to new customers)
(Service is available on a limited geographic basis and for customers of certain Local Exchange Carriers.)

SMARTminutes Advantage is an outbound residential service that allows customers to originate calls via Local Exchange Carrier Feature Group D (FGD) access lines. Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Advantage. All SMARTminutes Advantage calls are subject to an initial one-minute duration with additional one-minute increments.

Usage Rates - All periods	$0.07 per minute - Interlata
	$0.07 per minute - Intralata

SMARTminutes Advantage Calling Card
Customers will be charged a per minuted usage rate and a per call surcharge pursuant to Teleconnect s FCC Tariff No. 4, for all SMARTminutes Advantage Calling Card calls that originate and terminate in the state.

Savings Club
Savings Club is an outbound residential service that allows customers to originate calls via Local Exchange Carrier Feature Group D (FGD) access lines. A customer may designate up to two lines for Savings Club Service. Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to Savings Club. All Savings Club calls are subject to an initial one-minute duration with additional one-minute increments.

Usage Rates - All periods	$0.07 per minute - Interlata
	$0.07 per minute - Intralata

SMARTminutes for business
(Effective April 1, 1997, this service will no longer be available to new customers.)

Description:
SMARTminutes for business (an add-on to interstate service) is an inbound and outbound Commercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company carrier identification code (CIC); or (3) using a calling card access telephone number and personal identification number (PIN). Inbound service is accessed using common business line 800 termination. All SMARTminutes for business calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

Recurring charges:
Customers subscribing to inbound service will be charge a fee as described in Teleconnect's FCC Tariff No. 4 per month per 800 number.

Usage Rates:

Outbound:	$0.19 per minute	All periods
Calling Card:	$0.19 per minute	All periods
Inbound:	$0.19 per minute	All periods

Surcharge:
Calling Card surcharge: $1.20

Feature:
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes for business.

SMARTminutes for business Term Plan:
The SMARTminutes for business Term Plan is a term plan that provides discounts off intrastate usage rates. Customers who enroll in this plan will receive discounts (as described in Teleconnect's FCC Tariff No. 4) off standard tariffed rates for SMARTminutes for business. Directory Assistance, Operator Services and monthly recurring charges are not discountable.

Term Commitment and Renewal Option:
A customer must commit to service for a term of either one or two years. The term of the SMARTminutes for business Term Plan will commence no earlier than the first day of the billing month in which the customer subscribes to the plan. Upon expiration of the term, the customer will revert to standard tariffed rates for SMARTminutes for business.

Early Termination:
Discontinuance of service under the SMARTminutes for business Term Plan prior to the expiration of the committed therm constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge as described in Teleconnect's FCC Tariff No. 4.

Monthly Minimum Usage Fee
A fee up to $5.00 per account will be assessed if the total charges are less than $5.00 per account per monthly invoice.

Toll Free: Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

SMARTminutes Toll Free
(Effective April 1, 1997, this service will no longer be available to new customers.)

1. Description

   Nature of Service: SMARTminutes Toll Free is an inbound and outbound Commercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company Carrier Identification Code (CIC). Inbound service is accessed using common business line 800 terminations. SMARTminutes Toll Free calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

2. Availability

   a. SMARTminutes Toll Free is available for calling within the state.

   b. SMARTminutes Toll Free is only offered as an add-on to Teleconnect's interstate SMARTminutes Toll Free offering.

3. Rates and Charges

   a. Usage rates:

      Direct Dial
      $0.19 for all time of day rate periods for both inbound and outbound calls.

      Calling Card
      Customers will be charged a per minuted usage rate of $ 0.23 and a per call surcharge of $1.20 for all SMARTminutes Toll Free Calling Card calls that originate and terminate in the state.

   b. Features:
      Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Toll Free.

c. Toll Free:
Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

SMARTminutes Buy Down Plan
(Effective April 1, 1997, this service will no longer be available to new customers.)

1. Description

Nature of Service: SMARTminutes Buy Down Plan is an outbound Comercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company Carrier Identification Code (CIC). SMARTminutes Buy Down Plan calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

2. Availability

a. SMARTminutes Buy Down Plan is available for calling within the state.

b. SMARTminutes Buy Down Plan is only offered as an add-on to Teleconnect's interstate

SMARTminutes Buy Down Plan offering.

3. Rates and Charges

a. Usage rates:

Direct Dial
$0.19 for all time of day rate periods for both inbound and outbound calls.

Calling Card
Customers will be charged a per minuted usage rate of $0.23 and a per call surcharge of $1.20 for all SMARTminutes Buy Down Plan Calling Card calls that originate and terminate in the state.

b. Features:
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Buy Down Plan.

c. Toll Free:
Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

10-10-321

1. Description
Teleconnect will offer the following plan to customers who access Teleconnect service by dialing the access number 10-10-321. Calls will be rounded to the nearest full minute. When application of the usage rates results in a fraction of a cent, the call will be rounded down to the nearest whole cent. Calls beginning in one rate period and ending in another rate period will be billed the rate in effect for each period in which the call applies. Customers will receive the following rates for intrastate and intralata calls.

.011 InterLATA per minute usage rates
$0.20

.012 IntraLATA per minute usage rates
$0.11

10-10-220

The Company will offer the following plan for customers who access company service by dialing the Company designated Carrier Identification Code (CIC), 10-10-220. The customer will be charged $1.20 for the first 10 minutes (or any portion thereof) of usage per call and $0.20 per minute for each minute of usage thereafter.

10-10-987 Calling:

1. Description:
   1010987 Calling is an outbound service that allows customers to originate intrastate (interLATA and intraLATA) calls via local exchange carrier access facilities.

2. Rates:
   Customers who access Teleconnect services by dialing Company carrier identification code (CIC) 1010987 will be charged i) a per-call surcharge of $0.53 and ii) $0.06 per minute for each minute of intrastate (interLATA and intraLATA) usage, excluding calls to Operator Services and Directory Assistance.

Casual Caller

An instate InterLATA and IntraLATA per minute rate of **$1.27** with no surcharge is applicable to calls placed by Casual Callers who access Company service by direct dial access or by dialing 1010222, 1010286 or any other Company Carrier Identification Code. A $2.50 per call surcharge applies to these calls.

TUSA TalkSmarter Block-of-Time 500
(Effective June 1, 2008, TUSA TalkSmarter Block-of-Time 500 will no longer be available to new customers and existing customers of this service will no longer be able to move, add to, or make changes to their service.)

TUSA TalkSmarter 500 is an outbound and inbound service designed primarily for residential customers. TUSA TalkSmarter 500 includes a block of time structure with a flat rate structure for Dial 1 calls made outside the block-of-time allotment, and a flat rate structure for calling card service. No term plan options will apply to this service. All intrastate Dial-1 calls and calling card calls will have a 60 second rounding. If the computed charge includes a fraction of a cent, the fraction is rounded down to the nearest whole cent. A monthly charge will apply to this service.

Monthly Account Fees: Customers enrolled in this plan will be charged a $15.00 monthly recurring charge.

Access Methods and Charges:

k) Dial-1 Access: TUSA TalkSmarter Block-of-Time 500 can be used for Dial-1 access. Customers will receive an allotment of up to 500 minutes per monthly period that may be used for interstate and intrastate (interLATA and intraLATA) dial-1 usage. TUSA TalkSmarter Block-of-Time 500 customers will be charged the following rates for each minute of usage over the allotment. Customers may place these calls 24 hours a day and 7 days a week.

   Intrastate (InterLATA & IntraLATA) per minute charge: $0.03

l) Calling Card: TUSA TalkSmarter Block-of-Time 500 Calling Card access is available for origination from touch tone or rotary phones by dialing an MCI provided 800 number. Customers will be charged a per minute rate of $0.15 for all time periods for all intrastate calling card calls which terminate to the customers billed ANI. No per call surcharge will apply to these calls. All other calls will be charged a per minute rate of $0.89 for all intraLATA and interLATA calling card calls. No per call surcharge will apply to these calls.

c) Personal 800 Number: Personal 800 is non-applicable to customers who subscribe to this service.

d) Directory Assistance/Directory Assistance Call Completion:

A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One request may be made on each directory assistance call. The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number. Customers may request the Directory Assistance operator to complete a call to the last number requested on that particular Directory Assistance call. The customer will be charge a usage rate in accordance with the Company Local Exchange Service to which the customer is presubscribed for completed calls.

Directory Assistance	$1.99
Directory Assistance Call Completion Per Call Charge:	$0.35

e) Operator Assistance: **(Effective December 5, 2011, Commercial credit card billing for operator assisted calls will no longer be available where payment is made via an automated or live operator.)**
Operator Services are outbound services allowing the customers to originate calls via local exchange carrier facilities, or by using a Company or Local Exchange Carrier calling card. All Operator Services calls are subjected to a one minute initial increment with additional one minute increments. When a call is subject to more than one service charge, only the highest service charge applies.

Per Minute Rates

Mileage Band	Business Day 1st	Business Day / add'l	Evening 1st	Evening / add'l	Night/Weekend 1st	Night/Weekend / add'l
0-10	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
11-22	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
23-55	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
56-124	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
125-292	$0.65	$0.65	$0.65	$0.65	$0.33	$0.65
293+	$0.65	$0.65	$0.65	$0.65	$0.36	$0.65

Surcharge: The following surcharge apply with a one time per-call placement charge added to the initial minute of each Teleconnect Operator Service call.

Per Call Surcharge

3rd Party:	$4.35
1st Party Station-to-Station:*	$4.35
1st Party Person-to-Person:*	$3.15
Station-to-Station Collect:	$4.35
Person-to-Person Collect:	$3.15
LEC/Commercial Calling Card:	$0.72
Operator Dialed:	$1.00

* For calls made from private residential or business phones by Casual Callers , which are completed with the assistance of a Teleconnect operator; an additional surcharge of $2.50 will apply.

TUSA TalkSmarter USA
(Effective June 1, 2008, TUSA TalkSmarter USA will no longer be available to new customers and existing customers of this service will no longer be able to move, add to, or make changes to their service.)

TUSA TalkSmarter USA is an outbound and inbound service designed primarily for residential customers. TUSA TalkSmarter USA includes a flat rate structure for Dial 1, and calling card service. No term plan options will apply to this service. All intrastate Dial-1 calls will have 60 second rounding for the first minute and 6 second for each additional minute. Intrastate Callings Card calls will have 60 second rounding. If the computed charge includes a fraction of a cent, the fraction is rounded down to the nearest whole cent. A monthly charge will apply to this service. Monthly Account Fees: Customers enrolled in this plan will be charged a $4.95 monthly recurring charge.

Access Methods and Charges:

k) Dial-1 Access: TUSA TalkSmarter USA can be used for Dial-1 access. Customers will be charged the following rates for intrastate (interLATA and intraLATA) dial-1 usage. Customers may place these calls 24 hours a day and 7 days a week.

Intrastate (InterLATA & IntraLATA) per minute charge:	$0.05

l) Calling Card: TUSA TalkSmarter USA Calling Card access is available for origination from touch tone or rotary phones by dialing an MCI provided 800number. Customers will be charged a per minute rate of $0.15 for all time periods for all intrastate calling card calls which terminate to the customers billed ANI. No per call surcharge will apply to these calls. All other calls will be charged a per minute rate of $0.89 for all intraLATA and interLATA calling card calls. No per call surcharge will apply to these calls.

c) Personal 800 Number: Personal 800 is non-applicable to customers who subscribe to this service.

d) Directory Assistance/Directory Assistance Call Completion: A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One request may be made on each directory assistance call. The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number. Customers may request the Directory Assistance operator to complete a call to the last number requested on that particular Directory Assistance call. The customer will be charge a usage rate in accordance with the Company Local Exchange Service to which the customer is presubscribed for completed calls.

Directory Assistance	$1.99
Directory Assistance Call Completion Per Call Charge:	$0.35

Basic Service

Basic Service is a one-way, dial-in dial-out multipoint service that allows customers to originate and terminate intrastate (interLATA and intraLATA) calls via Company-provided local business telephone lines. Subscribers to Basic Service may originate calls only in the city or cities in which they maintain an active Basic Service account. Basic Service calls are rounded to the next higher full minute.

Per Minute Usage Rates:

Interlata calls	
Peak	$0.15
Off - Peak	$0.10
Intralata calls	
Peak	$0.10
Off-Peak	$0.05

Telecom*USA Phone Cards

(Effective 5/1/11, Telecom*USA Phone Cards will no longer available to new customers.)
(Effective April 17, 2012, recharge requests on existing cards will no longer be processed.)

Telecom*USA Phone Cards is a prepaid calling card service that allows consumers to acquire and use cards to originate outbound direct dial calls via Telecom*USA provided 800 numbers. Telecom*USA Phone Cards can be used for both interstate and intrastate (intraLATA and interLATA) calls and are classified as MinutePass Branded Phone Cards where the calling service is provided by Telecom*USA (hereinafter “MinutePass Branded Phone Cards”).

There are two methods of providing MinutePass Branded Phone Card services to consumers as follows:

- Physical format which includes a preprinted phone number and a Personal Identification Number, hereinafter referred to as a "PIN", delivered on a plastic card typically measuring 3-1/2" x 2-1/4"; or,

- Virtual format, which is delivered as a PIN when purchased via the World Wide Web.

Consumers can purchase MinutePass Branded Phone Cards either on the World Wide Web or a toll-free telephone number.

Prices for MinutePass Branded Phone Cards and recharge minutes are established by Telecom*USA.

This catalog schedule provides terms and conditions applicable to in-state calls made using MinutePass Branded Phone Cards. The terms and conditions set forth herein for such calls made with MinutePass Branded Phone Cards supplements the terms and conditions applicable to the sale and use of such cards as set forth in the Telecom*USA Service Agreement located at http://www.minutepass.com/ServiceAgreement.asp.

1. Card Values

   MinutePass Branded Phone Card are available as Dollar based cards, and display the initial dollar value of the card and a per minute rate for interstate calls.

2. Features

   Operator Assistance and Customer Service: Operator Assistance for call dialing is available at no charge to the consumer. Customer service is available on all cards at no charge to the consumer.

   Directory Assistance: Domestic Directory Assistance is available through the MinutePass Branded Phone Card. Directory Assistance requests will have a maximum charge of not greater than $1.50 per call. Consumers may request up to two listings per call. The Directory Assistance charge will be announced to the caller prior to connecting the call.

   Enhanced Directory Service: Golden Retriever, an Enhanced Directory Service, is available through MinutePass Branded Phone Cards and provides consumers with instant access to information including weather, reverse phone number look-up, phone number look-up and category search. Consumers may request up to three pieces of information per call to Enhanced Directory Service. Each such call is charged at a flat rate and is not subject to a per minute rate. The maximum charge for Golden Retriever is $1.50 per call.

3. Rates and Charges
   MinutePass Branded Prepaid Phone Cards are provided in various dollar based denominations by Telecom*USA with a stated interstate per minute value not to exceed $0.35.

   For completed in-state calls using a MinutePass Branded Phone Card, the value of a MinutePass Branded Phone card may be decremented up to 2 times the interstate minute described above. The value of each in-state minute equals 2 times the current interstate minute value as described in this service. Other charges or surcharges may apply to card use. Partial minutes used are billed as full minutes.

4. Recharging
   MinutePass Branded Phone Cards are rechargeable, meaning that additional value may be added to a card, subject to a maximum allowed value per card, unless the card has expired or as otherwise expressly stated on the card, card packaging, or in the Service Agreement. Such additional minutes will be charged at the prevailing per minute rate as of the date of recharging. A minimum of ten dollars ($10.00) and up to a specified maximum amount may be added to the card per each recharge. In addition to the foregoing, rechargeable cards are also subject to the following terms and conditions:

.01 Upon recharge, a recharge fee of up to a maximum of fifteen percent (15%) of the recharge value may be assessed.

.02 Recharge may be accomplished in any of the following manners:

.021 By credit or debit card using the toll free access number printed on the card and following the audio prompts.

.022 By registering the card for "auto-recharge," an expedited recharge process that alerts the consumer when their calling card balance falls below a certain level and offers the option of an automatic recharge in the same dollar amount of the customer's previous recharge.

Recharge minutes or dollars of service purchased via the toll free access number or through auto-recharge must be paid for with a verified valid credit or debit card.

5. Exclusions

MinutePass Branded Phone Cards cannot be used for calls to 700-, 900-, or 976 services or for certain operator assisted, third party billed or collect calls. Any unused balance on a MinutePass Branded Phone Card cannot be transferred to or combined with one or more other MinutePass Branded Phone Cards.

6. Availability of Service

There are no time of day or day of year restrictions for use of MinutePass Branded Phone Cards.

7. Regulations

Use of MinutePass Branded Phone Cards is available by calling the MinutePass toll free number printed on the card.

A completed call may only be charged to a MinutePass Branded Phone Card that has a balance sufficient to cover the charges assessed for the call. The MinutePass Branded Phone Card balance will be reduced by the appropriate minutes or dollars charged for the completed call.

After the number of the called party is dialed, but before the call is completed, the available balance of talk time based upon the telephone number of the called party will be announced to the caller. A MinutePass Branded Phone Card call will be interrupted with an announcement when the available balance on the card drops to one minute, based on the originating/terminating phone numbers of the call. Once the balance on the card is insufficient to continue, the call will terminate.

Credit allowances for interruptions: MinutePass Branded Phone Cards will credit one minute on a consumer's MinutePass Branded Phone Card in the event of poor call transmission or call cut off caused by Telecom*USA . To receive a credit, the consumer must promptly notify MinutePass Customer Service of the service problem by calling the Customer Service number printed on the card. Credit will not be given when interruptions are caused by the failure of systems not provided by Telecom*USA, by the failure of other Telecom*USA services connected to the MinutePass Branded Phone Card, for wrong telephone numbers or other causes outside the control of Telecom*USA.

Activated MinutePass Branded Phone Cards are non-refundable. Once activated, and subject to applicable terms and condition, a MinutePass Branded Phone Card may be used to originate direct dialed calls until the available card balance is depleted or the card expires, whichever first occurs. Card expiration dates will be specified on the card or the card packaging.

8. Other Conditions of Service

.01 The U.S. Public Payphone Surcharge applies when a MinutePass Branded Phone Card is used to place a call from a U.S. public or semi-public payphone.

.02 State Universal Service Charge: Telecom*USA may, at its option, apply the State Universal Service Charge at time of sale.

TRAC SERVICES

RATES AND CHARGES

a. Usage Charges - TRAC

.01 Day Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0321	$0.0107
293 - 430	$0.0369	$0.0123
431 - 925	$0.0378	$0.0126
925+	$0.0459	$0.0153

.02 Evening Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0278	$0.0093
293 - 430	$0.0311	$0.0104
431 - 925	$0.0341	$0.0114
925+	$0.0365	$0.0122

.03 Night/Weekend Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0223	$0.0074
293 - 430	$0.0242	$0.0081
431 - 925	$0.0264	$0.0088
925+	$0.0283	$0.0094

b. Usage Charges - TRAC 2000

.01 Day Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 – 292	$0.0330	$0.0110
293 – 430	$0.0351	$0.0117
431 +	$0.0375	$0.0125

.02 Evening Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0280	$0.0093
293 - 430	$0.0298	$0.0099
431 +	$0.0319	$0.0106

.03 Night/Weekend Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval

0 - 292	$0.0247	$0.0082
293 – 430	$0.0263	$0.0088
431 +	$0.0281	$0.0094

c. Discounts. Teleconnect will aggregate the interstate and intrastate usage for its individual TRAC service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

d. Recurring/Nonrecurring Charges. Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

TRAC 800 and 800 TRAC 2000

RATES AND CHARGES

a. Usage Charges

TRAC 800

.01 TRAC 800

Call Mileage	Daytime Rates Initial 30 Seconds	Evening Rates Initial 30 Seconds	Night Rates Initial 30 Seconds
0- 55	$0.0615	$0.0505	$0.0425
56-292	$0.1615	$0.0505	$0.0423
293-430	$0.0660	$0.0535	$0.0450
431-925	$0.0660	$0.0550	$0.0460

Call Mileage	Daytime Rates Additional 30 Seconds	Evening Rates Additional 30 Seconds	Night Rates Additional 30 Seconds
0- 55	$0.0123	$0.0101	$0.0085
56-292	$0.0123	$0.0101	$0.0085
293-430	$0.0132	$0.0107	$0.0090
431-925	$0.0136	$0.0110	$0.0092

.02 800 TRAC 2000

	Initial 30 Second Increment	Each Add'l 6 Second Increment
Day	$0.0560	$0.0112
Evening	$0.0490	$0.0098
Night/Weekend	$0.0410	$0.0082

b. Application. Teleconnect will aggregate the interstate and intrastate usage for its individual TRAC 800 and 800 TRAC 2000 service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

c. Recurring/Nonrecurring Charges. Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

SUPERWATS PLUS
(Effective January 1, 1995, Superwats Plus - FGD access - will no longer be available to new subscribers.)

a. Usage Charges.

.01 FGD

(a) Day Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0925	$.0185

(b) Evening/Night/Weekend Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0875	$.0175

(c) Night/Weekend Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0814	$.0163

.02

.03 Dedicated Access Line (DAL)

(a) Day Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0813	$.0163

(b) Evening Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0750	$.0150

(c) Night/Weekend Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0541	$.0108

.04 Other Rates and Charges. Since intrastate SUPERWATS PLUS is offered as an add-on service to the interstate service, rates and charges as described in Teleconnect's FCC Tariff No. 1, Section F, also apply.

.05 Billing Detail. Standard SUPERWATS PLUS billing will be on a summary basis only. Printed call detail will not be provided except on a special pricing basis, as described in Teleconnect's FCC Tariff No. 1.

b. High Volume Discounts

.01 Application. SUPERWATS PLUS plans are subject to High Volume Discounts. The total dollar volume of calls on the SUPERWATS PLUS plan is summed. This total is used in

conjunction with the tables in part .02, below, to determine the amount of High Volume Discount.

	Day	Evening/Night/Weekend
$ 0 - 199	0%	0%
$ 200 - 499	3%	3%
$ 500 - 499	6%	7%
$1,000 - 1,499	10%	8%
$1,500 - 1,999	13%	11%
$2,000 - 2,999	14%	11%
$3,000 - 3,999	16%	11%
$4,000 - 5,999	18%	16%
$6,000 Plus	20%	19%

.02

.03

.04 SUPERWATS - DAL

	Day/Evening/Night/Weekend
$ 0 - $1,999.99	0%
$ 2,000 - $4,999.99	1%
$ 5,000 - $9,999.99	2%
$10,000 Plus	3%

800 SERVICE

RATES AND CHARGES

a. Usage Charges

.01 Profit Line and Profit Line Plus
(Effective January 1, 1995, 800 Profit Line Plus will no longer be available to new subscribers.)

	Initial 30 Seconds	Additional Tenth-of-a-minute
Day	$0.1150	$0.0230
Evening/Night/Weekend	$0.0863	$0.0173

.02 Personal Hotline

	Rate Per Minute
Day	$0.2900
Evening/Night/Weekend	$0.2175

.03 800 SUPERWATS Plus[2]
(Effective January 1, 1995, 800 Superwats Plus - FGD access- will no longer be available to news subscribers.)

(a) Local Line

	Day	Evening	Night
Per Minute Rate	$.2150	$0.1828	$0.1828

(b) DAL

	Day	Evening	Night
Per Minute Rate	$.2150	$0.1300	$0.1105

b. High Volume Discount

.01 Application. Teleconnect will aggregate the interstate and intrastate usage for its individual 800 service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

c. Recurring/Nonrecurring Charges

.01

	Monthly	Nonrecurring
Profit Line	N/A*	N/A*
Profit Line Plus	N/A*	N/A*

.02

	Monthly	Nonrecurring
Personal Hotline	N/A*	N/A*

.03 800 SUPERWATS PLUS - Ordering both 800 SUPERWATS PLUS and SUPERWATS PLUS simultaneously.

Fees

	Nonrecurring
Plan Type Set-up New Customer Ordering Both Inbound/Outbound Service	
Local Lines	N/A*
DAL	N/A*

Monthly Service Charges

	Recurring
Local Lines	N/A*
DAL	N/A*

* Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

.04 800 SUPERWATS PLUS - ordering inbound only.

Plan type set-up

	Non-Recurring
Local Line	N/A*
DAL	N/A*

Monthly Service Fee

	Recurring
Local Line	N/A*
DAL	N/A*

d. Additional 800 Numbers

	Monthly	Nonrecurring

.01	Profit Line	N/A*	N/A*
.02	Profit Line Plus	N/A*	N/A*
.03	Personal Hotline	N/A*	N/A*
.04	SUPERWATS		
	(a) Local Line	N/A*	N/A*
	(c) DAL	N/A*	N/A*

e. Line Charges Installation

	Non-Recurring
Local Line	N/A*
DAL	N/A*

f. Monthly Line Charge

	Recurring
Local Line	N/A*
DAL	N/A*

* Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

CHECK-LINK

RATES AND CHARGES

a. Application

.01 The initial one-tenth minute (6 seconds) increment or fraction thereof is subject to the initial 6 second rate.

.02 Any additional one-tenth minute (6 seconds) increment or fraction thereof is subject to the additional 6 second rate. Any fraction of an increment is rounded up to the next additional 6 second increment.

.03 The charge for the initial increment plus the charge for the additional increments is then summed, with fractional cents, if any, rounded up to the nearest whole cent.

b. Specific Rates

	Initial 6 Seconds	Each Add'l 6 Seconds
Day	$0.0200	$0.0200
Evening	$0.0130	$0.0130
Night/Weekend	$0.0100	$0.0100

c. Specific Charges

	Monthly	Nonrecurring
Plan Set-up	---	$200.00
Monthly Service Fee	$150.00	---
Service Order	---	$ 50.00
Magnetic Tape Billing	$100.00	$300.00
Translation Charge	---	$10.00/Number
800 Number Service Surcharge		
Per Number	$ 2.75	---
Connection Charges:		
Digital Port Charges	ICB	ICB
CPE Charges:		

D-4 Channel Bank with Power Supply and CSU	$450.00	$750.00

d. Discounts. At the end of each billing cycle, the 800 service dollar volume of the customer's CHECK-LINK calls during the billing cycle is calculated. This is the aggregate of interstate and intrastate calls. This aggregate volume is used with the chart below to determine the amount of the High Volume Discount.

Volume of Billing Cycle Calls	Percent High Volume Discount
$ 0 - $ 49,999.99	0%
$ 50,000 - $ 64,999.99	12%
$ 65,000 - $ 79,999.99	14%
$ 80,000 - $ 94,999.99	16%
$ 95,000 - $109,999.99	18%
$109,000 +	20%

e. Limitation. CHECK-LINK is not available with Optional Additional and Contractual Volume Discounts.

OPERATOR SERVICES

RATES AND CHARGES

a. Application of Charges

.01 Determination of Charges
The charge for Teleconnect Operator Services is determined by the:
- Distance between rate centers
- Time of day and day of the week
- Duration of message
- Type of service

The specified components which apply to a Teleconnect Operator Services message are listed in the charge section applicable to that type of call.

.02 Initial Minute and Additional Minutes
Rates are quoted in terms of initial minute and additional minutes.

(a) Initial Minute
Initial minute rates are shown in c.01 following.

(b) Additional Minutes
All additional minute rates shown in c.02 following, are for each additional minute or any fraction thereof that the connection continues beyond the initial period.

(c) When application of the rates results in a fractional charge for a call, the amount will be rounded down to the lower cent.

b. Rate Periods

Monday thru Friday Hours	Rate
8:00 a.m. to 5:00 p.m.	Day
5:00 p.m. to 11:00 p.m.	Evening
11:00 p.m. to 8:00 a.m.	Night/Weekends

For messages which overlap one or more rate periods, each minute is rated according to the rates for the period in which the minute starts. All time periods include the beginning time and do

not include the ending time.

c. Mileages and Corresponding Rates

Basic Charges

.01 Initial Minute

Rate Mileage	Day	Evening	Night
0 - 20	**$0.98**	**$0.98**	**$0.98**
21 - 40	**$0.98**	**$0.98**	**$0.98**
41 - 70	**$0.98**	**$0.98**	**$0.98**
71 - 100	**$0.98**	**$0.98**	**$0.98**
101 - 150	**$0.98**	**$0.98**	**$0.98**
151 - 330	**$0.98**	**$0.98**	**$0.98**
Over 330	**$0.98**	**$0.98**	**$0.98**

.02 Each Additional Minute

Rate Mileage	Day	Evening	Night
0 - 20	**$0.98**	**$0.98**	**$0.98**
21 - 40	**$0.98**	**$0.98**	**$0.98**
41 - 70	**$0.98**	**$0.98**	**$0.98**
71 - 100	**$0.98**	**$0.98**	**$0.98**
101 - 150	**$0.98**	**$0.98**	**$0.98**
151 - 330	**$0.98**	**$0.98**	**$0.98**
Over 330	**$0.98**	**$0.98**	**$0.98**

d. Service Charges

In addition to the basic charges in c. preceding, there is a service charge for messages classified as customer dialed calling card station, operator-handled station or person. The charge for this type of message is the sum of the dial station charge plus the applicable service charge. The service charge applies per message as follows:

Type of Message		Service Charge
Customer Dialed Calling Card Station Service		$.72
Operator Handled Station		**$5.49**
Operator Handled Station	**Collect**	**$5.49**
Operator Handled Person		**$7.15**
Operator Handled Person	**Collect**	**$7.15**
Third Party Billed		**$5.49**
Operator Dialed		**$1.10**

e. Subscriber Surcharges

Carrier will not bill users for any subscriber surcharges, except as provided below.

01. Surcharges - Calls originated from Hotels/Motels may be subject to a subscriber surcharge of up to $1.00 per call at the option of the Customer. Calls originated from hospitals may be subject to a subscriber surcharge of up to 25 cents ($0.25) per call at the option of the customer. Calls originated from COPTs may be subject to a subscriber surcharge of up to $0.25 per call at the option of the customer.

FLEX-SAVE PLUS

(Effective January 1, 1995, Flex-Save Plus will no longer be available to new subscribers.)

RATES AND CHARGES

a. Usage Charges

.01 Day Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1620	$0.0086
21 - 40	$0.2340	$0.0143
41 - 70	$0.2430	$0.0152
71 - 100	$0.2520	$0.0171
101 - 150	$0.2790	$0.0181
151 - 330	$0.2880	$0.0200
Over 330	$0.3150	$0.0209

.02 Evening Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1296	$0.0068
21 - 40	$0.1872	$0.0114
41 - 70	$0.1944	$0.0122
71 - 100	$0.2016	$0.0137
101 - 150	$0.2232	$0.0144
151 - 330	$0.2304	$0.0160
Over 330	$0.2520	$0.0167

.03 Night/Weekend Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.0972	$0.0051
21 - 40	$0.1404	$0.0086
41 - 70	$0.1458	$0.0091
71 - 100	$0.1512	$0.0103
101 - 150	$0.1674	$0.0108
151 - 330	$0.1728	$0.0120
Over 330	$0.1890	$0.0125

b. Monthly and Nonrecurring. The rates and charges applicable to Flex-Save Plus are as follows:

Monthly	Nonrecurring
N/A	$25.00

SURE-SAVE PLUS

a. RATES AND CHARGES

Usage Charges

a. Day Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1620	$0.0855
21 - 40	$0.2340	$0.1425
41 - 70	$0.2430	$0.1520
71 - 100	$0.2520	$0.1710
101 - 150	$0.2790	$0.1805
151 - 330	$0.2880	$0.1995
Over 330	$0.3150	$0.2090

b. Evening Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1296	$0.0684
21 - 40	$0.1872	$0.1140
41 - 70	$0.1944	$0.1216
71 - 100	$0.2016	$0.1368
101 - 150	$0.2232	$0.1444
151 - 330	$0.2304	$0.1596
Over 330	$0.2520	$0.1672

c. Night/Weekend Rates.

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.0972	$0.0513
21 - 40	$0.1404	$0.0855
41 - 70	$0.1458	$0.0912
71 - 100	$0.1512	$0.1026
101 - 150	$0.1674	$0.1083
151 - 330	$0.1728	$0.1197
Over 330	$0.1890	$0.1254

d. Rates and Charges - Monthly and Nonrecurring
The monthly and non-recurring rates and charges applicable to

Sure-Save Plus, including one authorization code and are as follows:

Monthly	Nonrecurring
N/A	$ 0.00

EXEMPT CALLS-FLEX-SAVE PLUS AND SURE-SAVE PLUS. The following types of calls are not subject to a high volume discount and are not considered in calculating a customer's volume when determining the magnitude of that customer's high volume discount:

.01 Calls under the Credit Card Service.
.02 Calls placed to Directory Assistance.
.03 Calls placed to an international location.

HIGH VOLUME DISCOUNTS. For Flex-Save Plus and Sure-Save Plus customers, the volume in the above paragraph is used both to determine the appropriate high volume discount and is the total to which the high volume discount applies. The discounts are as follows:

Volume of Billing Cycle Calls	High Volume Discount
$ 0 - $ 399.99	0%
$ 400 - $ 799.99	5%
$ 800 - $1,599.99	10%
$1,600 - $3,199.99	15%
$3,200 Plus	20%

DAYSAVER I

RATES AND CHARGES

a. Day Rates

Initial and Subsequent
Whole Minutes

$.2600

b. Evening/Night/Weekend

Initial and Subsequent
Whole Minutes
$.1950

HELLO AMERICA

RATES AND CHARGES

a. Day Rates

Initial and Subsequent
Whole Minutes
$0.2700

b. Evening Rates

Initial and Subsequent
Whole Minutes
$0.1300

c. Night/Weekend Rates

Initial and Subsequent
Whole Minutes
$0.1100

* USA CARD
(Effective January 1, 1995, * USA Card will no longer be available to new subscribers.)

RATES AND CHARGES

a. Day Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.1800	$0.1700
11 - 22	$0.2100	$0.2000
23 - 55	$0.2300	$0.2200
56 - 124	$0.2300	$0.2200
125 - 292	$0.2300	$0.2300
293 - 430	$0.2400	$0.2300
431 - 925	$0.2400	$0.2400
926 +	$0.2500	$0.2500

l. Evening Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.1206	$0.1139
11 - 22	$0.1407	$0.1340
23 - 55	$0.1541	$0.1474
56 - 124	$0.1541	$0.1474
125 - 292	$0.1541	$0.1541
293 - 430	$0.1608	$0.1541
431 - 925	$0.1608	$0.1608
926 +	$0.1675	$0.1675

m. Night/Weekend Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.0936	$0.0884
11 - 22	$0.1092	$0.1040
23 - 55	$0.1196	$0.1144
56 - 124	$0.1196	$0.1144
125 - 292	$0.1196	$0.1196
293 - 430	$0.1248	$0.1196
431 - 925	$0.1248	$0.1248
926 +	$0.1300	$0.1300

HIGH VOLUME DISCOUNTS
High volume discounts do not apply to this service.

SERVICE CHARGE
This charge is applied on a per call basis.

		Charge Per Call
a.	Customer Dialed Station to Station	$0.79
b.	Attendant Handled	
	(.01) Station to Station	$1.25
	(.02) Person to Person	$3.00

OPTIONS
Options available to * USA Card customers include Personal Attendant and Speed dialing.

a. Personal Attendant. This option provides the customer with the means to access a directory assistance-like service, through the Direct Connect function, or a message receipt/delivery option through the Message Storage and Forward function.

.01 Direct Connect. Teleconnect provides this function to customers who are in need of obtaining a station number from a directory assistance-like service. A customer wishing to use this service will enter "* 0" following the prompt tone. A Teleconnect attendant will come onto the line and request the name and location of the party the customer wishes to access. After acquiring the necessary information from the customer, the Teleconnect attendant will contact directory assistance, obtain the number desired, and then pass the information along to the customer. The customer will then choose to either terminate the call or have the Teleconnect attendant complete the call.

(a) Directory Assistance-like Service Rates and Charges. An undiscountable charge of $1.99 per call will apply to each call requesting Directory Assistance for numbers in the United States. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator.

(b) Attendant Assisted Rates and Charges. If the Teleconnect attendant connects the customer with the station or the party in question, the customer will incur the following charge as appropriate.

	Charge Per Call
Station to Station	$1.25
Person to Person	$3.00

In addition to this charge, the customer will incur the $1.99 directory assistance charge and the long distance charges shown previously. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated

Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator.

.02 Message Storage and Forward. This service provides the customer with a message relay service. The customer will contact a Teleconnect attendant by entering "* 4" following the tone, tape the desired message, and specify the date and time for delivery. Teleconnect will attempt to deliver the message in the following manner. The initial attempt will correspond with the customer's requested time of delivery, the next three (3) attempts will be spaced fifteen (15) minutes apart, and the last four (4) attempts will be spaced sixty (60) minutes apart. Teleconnect will make no more than eight (8) attempts at delivery. Teleconnect does not guarantee successful delivery of messages. The rates and charges incurred by the customer for service are as follows:

Activity	Charge
Taping of message	$0.29 per minute
Relay of message	$0.29 per minute
Attendant Surcharge:	
Station to Station	$2.00 per taped message
Person to Person	$3.75 per taped message

The attendant surcharge applies even if Teleconnect has been unsuccessful in delivering the message to the appropriate party.

b. Speed Dialing. Speed Dialing provides the customer with a simplified means of accessing frequently called numbers. The customer enters a specified code which is automatically converted into a telephone number. These codes are programmed and maintained by the customer. The Speed Dialing option is accessed by entering "* 9." The customer will then enter "0" to access the automated attendant which will assist the customer in programming the speed codes. The customer has the capability of programming up to nine (9) personalized speed dial numbers.
This option is provided free of charge to * USA Card customers.

JOINT USER SERVICE

RATES AND CHARGES

a. Applicability. Any entity which is elected or authorized to serve as a manager of a Joint User Group and is duly authorized to represent members of the Joint User Group, is entitled to order Joint User Service at the rates and charges listed below:

.01 * USA Card usage rates as listed in this catalog schedule are discounted by fifteen percent (15%) for day, evening and night/weekend.

.02 * USA Card charge as listed in this catalog schedule for customer dialed Station-to-Station is eliminated.

.03 The Joint User Group, in composite, must generate $125,000.00 of total rates and charges per month with Teleconnect derived from all jurisdiction in order to be eligible for Joint User Service. In order for a group to be considered a Joint User Group and eligible for the above rates, the applicant must meet all criteria established by Pacific Bell in accordance with its Joint User Tariff (A5.6.1 first revised sheet 478 and sixth revised sheet 479).

b. Liability. The manager of the Joint User Group is responsible for payment for all usage generated by each member of the Joint User Group. Failure of an individual member to pay the manager of the Joint User Group in no way alleviates the manager from the liability for payment of those charges.

VIRTUAL PRIVATE LINE

RATES AND CHARGES

a. Usage Charges

Channel Mileage		
From	To and Including	Charge Per Minute
0	50	$.15
51	120	.20
121	220	.30
221	320	.35
321	500	.40
501	800	.45
801	And over	.50

For calculating the distance of a Virtual Private Line call the distance used for pricing purposes is the airline mileage between serving wire center, not toll centers.

b. Line Termination Charges

1. Ordering of line termination facilities:
Per line termination - $50.00 monthly

2. Customer has the option of ordering one line termination through Teleconnect and the other from another source, both ends from Teleconnect, or neither end from Teleconnect.

c. Installation and Relocation Charges

1. An installation charge of $125.00 applies for the installation of each primary location. For a relocation of a primary location in different premises, installation charges apply.

d. Special Access Surcharge. In addition to the above, a Special Access Surcharge of $25.00 per month, per service point, is applicable to each access line facility provided by a local exchange telephone company. The surcharge will not apply to such a facility for which the customer has furnished Teleconnect with an Exemption Certification. The surcharge is applicable where the Virtual Private Line allows traffic to either to originate or terminate for locations other than the customer's premises within the free calling area.

LIMITED LOCATION

a. Virtual Private Line service is limited to call between San Francisco and Los Angeles.

b. If the customer's location is beyond the corporate city limits of San Francisco or Los Angeles, the customer is obligated to provide a connection within the corporate city limits. If the customer can gain access via facilities other than Teleconnect's, no additional charge applies beyond line termination. If Teleconnect provides the connection via the leased facilities of others, the customer will be subject to charges on an individual case basis.

ADDITIONAL AND CONTRACTUAL VOLUME DISCOUNTS

RATES AND CHARGES

a. Description. At the customer's request, the customer may contract to receive additional volume discounts for the customer's Teleconnect long distance services. The customer may contract on a month-to-month basis or on a long term basis for these discounts. The discount levels will be determined by using the aggregate net dollar volume (after applying existing discounts) of all Teleconnect services, both intrastate and interstate, used by the customer, but the discount will be applied only to those Teleconnect services which are tariffed to receive High Volume Discounts. These discounts will be applied after and in addition to the tariffed High Volume Discounts for each service.

For the Contractual Volume Discount, the discount will vary with the length and year of the contract, as stated in d.

b. Availability. Additional and contractual volume discounts are available to all Teleconnect customers who subscribe to a long distance plan which is subject to high volume discounts.

c. Rates and Charges. Additional and contractual volume discounts are subject to the following monthly and nonrecurring charges:

Monthly	Nonrecurring
$50.00	$0.00

d. Volume Discounts. The following schedule of volume discounts will apply:

		Volume Discounts Based on Length of Contract		
Net Dollar Volume	Month to Month	1st Year Contract	2nd Year Contract	3rd Year Contract
$ 10,000 - $ 15,000	1%	3%	4%	5%
$ 15,001 - $ 25,000	3%	5%	6%	7%
$ 25,001 - $ 50,000	4%	6%	7%	8%
$ 50,001 - $100,000	6%	8%	9%	10%
$100,001 - $250,000	7%	9%	10%	11%
$250,001 +	8%	10%	11%	12%

* When a customer signs a two or three year contract, the percent of discount will change each year as reflected above.

e. Discontinuance of Service Prior to Expiration of Contract. In the event a customer chooses to discontinue the contract prior to the completion of the term of the contract, the following penalties will apply:

.01 The customer who terminates the contract in the first year must repay 100% of the Contractual High Volume Discount received up to that point.

.02 The customer who terminates the contract in the second year must repay 75% of the Contractual High Volume Discount received up to that point.

.03 The customer who terminates the contract in the third year must repay 50% of the Contractual High Volume Discount received up to that point.

DIALED NUMBER IDENTIFICATION SERVICE

Dialed Number Identification Service is subject to the following monthly and nonrecurring charges:

Monthly	Nonrecurring	Change Charge
$0.00	$500.00	$50.00/request

DIRECTORY ASSISTANCE (DA) SERVICE

An undiscountable charge of $1.99 per call will apply to each call requesting Directory Assistance for numbers in the United States. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator. In the event that a DA operator is unable to provide the requested number, the charge for the call will still apply. When a customer reports that an incorrect number has been provided by the DA operator (including the number requested, the number provided, and the reason the number is incorrect), a credit for the amount of the charge per call will be granted.

HELLO CALIFORNIA

RATES

a. Day Rates

Initial Minute Rate	Add'l Minute Rate
$0.2700	$0.2700

b. Evening Rates

Initial Minute Rate	Add'l Minute Rate
$0.1300	$0.1300

c. Night/Weekend Rates

Initial Minute Rate	Add'l Minute Rate
$0.1100	$0.1100

OPTIONS
HELLO CALIFORNIA is available with the *USA Card service as an enhancement. The rates and charges for the *USA Card are found in this catalog schedule.

COMBINATION WITH OTHER SERVICES
HELLO CALIFORNIA may be combined with 800 Personal Hotline. Customers who purchase combined services will not be required to meet the monthly minimum usage set forth below. The customer is obligated to pay the tariffed usage rates as specified in the 800 Personal Hotline section of this catalog schedule.

RATES AND CHARGES - MONTHLY AND NONRECURRING
The monthly and nonrecurring charges applicable to interstate service allows the customer to utilize intrastate service at no additional charge.

MINIMUM USAGE CHARGE
HELLO CALIFORNIA customers will be charged the greater of $5.00 per month or the cumulative message charges for the month. Non-jurisdictional calling charges contribute to the $5.00 monthly minimum.

RATES APPLICABLE ON CERTAIN HOLIDAYS
For the following holidays the Evening rates are used, unless lower rates would normally be applicable:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

OPTIONAL SERVICES

ACCOUNT CODES

Rates and Charges

a. Variable Length Account Codes. The length of the codes are as follows:

	One-Time Charge	Monthly Recurring Charges
2 Digit	$15.00	$ 5.00
3 Digit	$25.00	$10.00
4 Digit	$50.00	$15.00

b. Rates and Charges. Pricing is determined by the number of divisional and departmental subtotals required ("breaks"). Authorization codes and account codes are priced separately and in addition to corporate billing charges. The customer will be assessed a $10.00 one-time change charge to add in billing detail under this service, and monthly rate and nonrecurring charges as set forth in the following chart:

		Monthly	Nonrecurring
.01	0 - 15 Breaks	$15.00	$ 5.00
.02	16 - 49 Breaks	$25.00	$10.00
.03	50 Plus Breaks	$50.00	$15.00

c. SECURE-CALL Codes.

Predesignated Packages Numbers of Random Codes	Additional One-Time Charges for 2-Digit	3-Digit	4-Digit
25	$10.00	$15.00	---
50	---	$25.00	---
100	---	$35.00	---
200	---	$45.00	---
400	---	$50.00	$ 75.00
600	---	$60.00	$ 85.00
800	---	---	$ 95.00
1000	---	---	$ 100.00

Pricing of larger 4 digit packages are available upon request. Under these circumstances the rates and charges are on an individual case basis.

d. Customized Screened Account Codes. Pricing for Customized Screened Account Codes is as follows:

Additional One Time Charge	$50.00
Change Charge per Request	$10.00

AUTHORIZATION CODES

Rates and Charges. Additional authorization codes are available for a $10.00 one-time setup charge.

MAG TAPE/DISKETTE BILLING

Rates and Charges. Mag tape/diskette billing is available for a $300 one-time setup charge and a $100 monthly rate. The customer has the alternative of a single request for $400.00

MULTIPLE BILLING

Rates and Charges. The customer is charged a $10.00 fee for each multiple bill requested.

SPEED CODES

a. Customers are charged a $25.00 one-time setup charge and a $10.00 monthly rate per packet of 16 Speed Codes.

b. Customers are charged a $50.00 one-time setup charge and a $20.00 monthly rate per packet of 50 Speed Codes.

CHECK SERVICE CHARGE

A check service charge will be assessed for any reason a check tendered by a Teleconnect customer as payment for tariffed service is returned to Teleconnect or is not in acceptable form. The check service charge is $10.00.

NOTES WHICH AFFECT RATES

TIME OF DAY

.01 Day Rates. These rates are applicable from 8:00 a.m. to 5:00 p.m., Monday through Friday with the exception of the holidays listed.

.02 Evening Rates. These rates are applicable 5:00 p.m. to 11:00 p.m. Sunday through Friday.

.03 Night/Weekend Rates. These rates are applicable 11:00 p.m. to 8:00 a.m., Monday through Friday, all day Saturday and Sunday between 8:00 a.m. and 5:00 p.m. as well as 11:00 p.m. to 8:00 a.m.

RATES APPLICABLE ON CERTAIN HOLIDAYS

For the following holidays the Evening rates are used, unless lower rates would normally apply:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

METHOD OF APPLYING RATES

DAYSAVER, DAYSAVER PLUS, MAX-SAVE

The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed.The subsequent seconds are rounded in tenth of a minute increments, with the remaining seconds, if any, rounded up to the next tenth of a minute and are subject to the additional tenth of a minute charge.
Fractional cents, if any, are rounded up to the nearest whole cent.

Smart Minutes

All Smart Minutes calls will be billed in one-minute increments.

SUPERWATS PLUS

The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed. The subsequent seconds are rounded in tenth of a minute increments, with the remaining seconds, if any, rounded up to the next tenth of a minute and are subject to the additional tenth of a minute charge. Fractional cents, if any, are rounded up to the nearest whole cent.

FLEX-SAVE PLUS.
To determine the appropriate charge, each call is rated by the following method.

a. Initial Minute.
The initial whole minute or fraction thereof is subject to the initial minute rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment.
The subsequent seconds beyond the initial increment (first minute for Flex-Save Plus are rounded in tenth of a minute (6 second) intervals with any remaining seconds rounded to the next higher tenth of a minute interval. Those 6-second increments are subject to the precise billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial minute plus the charge calculated for the subsequent 6-second increments determine the previous billing charge for the call. The total amount of the call is rounded up to the nearest whole cent.

SURE-SAVE PLUS
To determine the appropriate charge, each call is rated by the following method.

a. Initial Minute
The initial whole minute or fraction thereof is subject to the initial minute rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment
The subsequent seconds are rounded in whole minute increments, with the remaining seconds, if any, rounded up to the next whole minute, and are subject to the whole billing factor for the appropriate play to which the customer subscribed.

c. Total
The charge calculated for the initial minute plus the charge calculated for the subsequent whole minute(s) determines the whole minute charge for the call. The total amount of the call is rounded up to the nearest whole cent.

DAYSAVER I

a. Whole Minutes. DaySaver I usage (both initial minute and subsequent minute) is measured in whole minute increments.

b. Time of Day. The time of day is used to determine which rate is to be applied to usage.

TRAC and TRAC 2000
To determine the appropriate charge, each call is rated by the following method.

a. Initial Increment. The initial 18 seconds or fraction thereof is subject to the initial 18 second rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment. The subsequent seconds beyond the initial increment for TRAC are rounded in one-tenth minute (6 second) intervals with any remaining seconds rounded up to the next higher one-tenth minute interval. Those one-tenth minute increments are subject to the additional one-tenth minute billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial increment plus the charge calculated for the subsequent increment determines the charge for the call. The total charge is rounded up to the nearest whole cent.

TRAC 800 and 800 TRAC 2000
To determine the appropriate charge, each call is rated by the following method.

a. Initial Increment. The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment. The subsequent seconds beyond the initial increment for TRAC are rounded in one-tenth minute (6 second) intervals with any remaining seconds rounded up to the next higher one-tenth minute interval. Those one-tenth minute increments are subject to the additional one-tenth minute billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial increment plus the charge calculated for the subsequent increment determines the charge for the call. The total charge is rounded up to the nearest whole cent.

HELLO AMERICA

a. Whole Minute. HELLO AMERICA usage (both initial and subsequent minutes) is measured in whole minute increments.

b. Time of Day. The time of day is used to determine which rate

is applied to usage.

c. Minimum Usage. The minimum usage level for HELLO AMERICA is $5.00 per month. This minimum usage can consist of interstate usage, intrastate usage, or any combination of interstate and intrastate usage.

* USA CARD

DESCRIPTION

a. Nature of Service. * USA Card is an interexchange telephone service that allows customers to originate calls from any telephone in the state of California and terminate calls to any location within the state of California. Usage charges are based on the distance, duration, and time of day of each call.

b. Dialing Procedure. The method of access consists of the following steps:

1. dialing 1-800-369-9999
2. entering the 14 digit authorization code unique to each * USA Card (i.e. the code will be different than the traditional 7 digit authorization code).
3. entering the called number or star key to access the enhanced services menu following the tone from the automated attendant.

AVAILABILITY

* USA Card is available to any Teleconnect customer on a statewide basis.

RATES AND CHARGES - USAGE

a. Determination of Duration

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone attendant board, private branch exchange console, or enhanced services menu.

.02 chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

b. Calculation of Charge. To determine the appropriate long distance charge, each call is rated using the following method.

.01 The initial minute, or fraction thereof, is subject to the initial minute rate.

.02 The subsequent seconds are rounded in whole minute increments with the remaining seconds rounded up to the next whole minute and are subject to the additional minute rate.

c. Time of Day. The following time periods are applicable to the point of origination.

.01 Day Rates. Day rates are applicable 8 a.m. to 5 p.m. Monday through Friday with the exception of the holidays.

.02 Evening Rates. Evening rates are applicable 5 p.m. to 11 p.m. Sunday through Friday.

.03 Night/Weekend Rates. Night/Weekend rates are applicable 11 p.m. to 8 a.m. Sunday through Friday, all day Saturday and Sunday between 8 a.m. and 5 p.m.

VIRTUAL PRIVATE LINE

Virtual Private Line is a "ring down" service, meaning the customer can only reach a predesignated location or locations. Once the customer lifts the receiver at the originating location the predesignated terminating location will ring.

DIALED NUMBER IDENTIFICATION SERVICE (DNIS)

a. Description. DNIS permits a customer with multiple 800 numbers in the same routing arrangement to identify the specific 800 number which was dialed by the calling party.

Identification is accomplished by outpulsing a set of digits unique to the dialed 800 number. Between one (1) and five (5) digits are outpulsed to the customer premises. The outpulsed number can be (but is not required to be) the last four (4) digits of the 800 number.

b. Availability. DNIS is available to Teleconnect customers who subscribe to a DAL or a T-1 service and when the following conditions are met:

.01 The customer is responsible for providing equipment capable of receiving the outpulsed digits so the 800 number can be identified.
.02 All access lines within the same routing arrangement must be equipped for DNIS.

DIRECTORY ASSISTANCE

a. Description. Directory Assistance (DA) calls provide Teleconnect customers with access to Local Exchange Carrier Directory Assistance operators to provide telephone number lookup. When furnished with a name and locality, the Directory Assistance operator will provide, or attempt to provide, the telephone number or numbers listed in the exchange carrier records associated with the name given.

A maximum of one request for telephone numbers will be accepted per call to the DA operator. A telephone number which is not listed in the DA records will not be available to the customer.

The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number.

The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any other purpose other than provision of DA service.

b. Availability. DA is available to all Teleconnect customers.

TAXES AND FEES CHARGEABLE TO CUSTOMERS

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging) and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; b. terminal equipment sales; c. inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the AT&T (d.b.a. SBC California) tariffs.

a. Adjustments for State, County or Municipality Payments. Now, or at any future time, if the State of California, any county or any municipality possesses or acquires the legal right to impose sales tax, gross receipts tax, excise tax, occupation tax, license tax, franchise tax, permit fee, public service commission fee or other similar tax or fee upon Teleconnect, and has imposed, or imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such state, county or municipality. Such billing shall allocate the tax, fee or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made subject to such tax, fee or charge.

b. California Teleconnect Fund (CTF): Pursuant to Commission Resolution No. T-16742, orders telecommunications carriers to provide a 50% discount to all qualifying entities; school library, Municipal or County Government Owned and Operated Hospital and Health Clinic, Community Based Organization for the following services: all measured business service lines, switched 56 lines, ISDN, DSL, T-1, DS-3 and OC levels up to and including OC 192 services or their functional equivalents upon receiving an accepted application from the qualifying entity.

Applicable to services rendered on and after June 20, 2003.

Payphone Use Charge:* An undiscountable $0.55 per call charge is applicable to calls that originate from any payphone within the state used to access MCI services as follows. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with MCI service, applies for the use of the instrument used to access MCI service and is unrelated to the MCI service accessed from the payphone. Customers of Metered Use Services will be charged the payphone use charge for each call which is placed from payphones within the state. The payphone use charge does not apply to calls placed from payphones phones at which the customer pays for service by inserting coins during the progress of the call; calls using Telecommunications Relay Service; calls originated by customers with qualified hearing or speech impairments who are certified.

* Where billing capabilities exist

HELLO CALIFORNIA

DESCRIPTION

a. Nature of Service. HELLO CALIFORNIA is an interexchange telephone service, by which customers can originate calls from any specified equal access exchange and terminate calls in any intrastate location.

The customer does, however, have the ability to place calls from any telephone in the state using the *USA Card. Applicable usage charges are determined by the duration of the call and time of day the call is placed.

b. Dialing Procedure. Any customer who subscribes to HELLO CALIFORNIA in an equal access area, may access the service by dialing 1 + NPA + NXX-XXXX.

AVAILABILITY
HELLO CALIFORNIA is only offered as an add-on to Teleconnect's interstate HELLO "States" service.

APPLICATION

a. Rate Structure. HELLO CALIFORNIA service has a rate structure which is based on the whole minute rates as listed in this catalog schedule.

b. Determination of Duration

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.

.02 Chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

c. Calculation of Charge

.01 The initial whole minute or fraction there of is subject to the initial minute rate found in this catalog schedule.

.02 The subsequent seconds are rounded in whole minute increments with the remaining seconds rounded up to the next whole minute and are subject to the additional minute rate found in this catalog schedule. The total number of additional minutes is multiplied by the additional minute rate and the product is the charge for subsequent whole minutes of use.

.03 The charge calculated for the initial minute, plus the charge calculated for subsequent whole

minute(s) determines the charge for the call. The total amount of the call is rounded up to the nearest whole cent.

.04 HELLO CALIFORNIA customers will be charged the greater of $5.00 per month or the cumulative message charges for the month. Non-jurisdictional calling charges contribute to the $5.00 monthly minimum.

d. Determination of Time of Day

.01 Day Rates. These rates are applicable from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m. Monday through Friday with the exception of holidays listed in this catalog schedule.

.02 Evening Rates. These rates are applicable from 12:00 noon to 1:00 p.m. Monday through Friday and 5:00 p.m. to 11:00 p.m. Sunday through Friday.

.03 Night/Weekend Rates. These rates are applicable 11:00 p.m. to 8:00 a.m. Sunday through Friday, all day Saturday and between 8:00 a.m. and 5:00 p.m. on Sunday.

SPECIAL EQUIPMENT AND/OR ARRANGEMENTS

For special equipment and arrangements furnished in connection with service, charges equivalent to the estimated cost of furnishing such equipment or arrangements apply. Estimated cost consists of an estimate of the cost of maintenance; cost of operation; depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimate net salvage; administration, taxes and uncollectible revenue on the basis of reasonable average charges for these items; any other specific items of expense associated with the particular situation; and a reasonable amount, computed on the estimated cost installed of any facilities provided for return and contingencies.

CANCELLATIONS AND DEFERMENTS

When a customer cancels or defers an order for service before the service is activated, a charge applies to allow Teleconnect to recover its unrecovered costs including but not limited to engineering, labor, material, and equipment. Charges apply as follows:

a. Cancellation. In a cancellation situation the charge is equal to Teleconnect's unrecovered costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with cancellation. These costs include, but are not limited to, engineering, labor, and nonrecovered material and equipment expense. The amount of cancellation charges shall not exceed the total of all minimum monthly and termination charges which would have applied had the service as ordered been established.

b. Deferment of Start of Service. In a deferment of service situation the following charges apply:

.01 If the request for deferment is received by Teleconnect prior to the date an order for the equipment or service is placed with its supplier--no charge shall apply.

.02 For deferments received by Teleconnect subsequent to the date the order for equipment or service is placed with its supplier, a monthly rate based upon costs incurred prior to the request for deferment applies. The monthly rate equals the deferred investment times the monthly prime interest rate announced by The Merchants National Bank of Cedar Rapids, IA, U.S.A, plus recurring costs resulting directly from the deferral such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering and labor or transportation, shall be billed in total.

Billing shall start at the beginning of the month of deferment and extend to the start of service. Charges shall not exceed the monthly rate which would have applied had the service been established. Teleconnect will charge the customer who defers service any and all rates and charges incurred by Teleconnect for any leased facilities for which Teleconnect is held responsible. Teleconnect will make a good faith effort to minimize those charges whenever possible.

SUMMARY LIST OF CONTRACTS AND DEVIATIONS

None in effect.

RULES

RULE NO. 1 – DEFINITIONS

Authorization Code: The term "authorization code" means a numeric code which identifies an individual or company to be billed for calls charged by authorized users.

Automatic Number Identification: The term "automatic number identification" means a service offered by the local operating company which automatically identifies the telephone number for the line or trunk from which a call is originating.

Breaks: The term "breaks" means the number of divisional or departmental subtotals required under the corporate billing option.

Building: The term "building" means a structure occupied by a customer. Multi-occupant structures will be considered different buildings as to a customer when spaces of that customer are separated by space occupied by others.

Calls: The term "calls" means telephone messages completed by customers or users.

Casual Caller: Denotes any person who uses Company service from an equal access end office who does not have a current account with the Company for services subject to this catalog schedule, to include: (i) any person who has not established an account with the Company who places calls over the Company's network from an equal access area; (ii) any presubscribed customer located in an equal access area who has either voluntarily terminated his Company account or has had his Company account terminated in accordance with the terms and conditions set forth in this catalog schedule; and (iii) new or allocated customers whose accounts are not yet established in the Company's billing system.

Central Office: The term "central office" means a unit in a local utilities telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building.

Commercial Service A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a business or commercial rate in the applicable local exchange service tariff for switched service.

Commission: The term "Commission" means the California Public Service Commission.

Customer
The person, firm, corporation or other entity which orders service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges and for compliance with Teleconnect Company, Inc. tariff regulations. The term "customer" also includes a casual caller (as defined previously in this catalog schedule), person, firm, corporation or other entity that (1) has not presubscribed to Teleconnect Company, Inc. service, but accesses Teleconnect Company, Inc. Dial "1" by dialing the access number 1010826, or any other Teleconnect Company, Inc. carrier identification code, or (2) remains presubscribed to Teleconnect Company, Inc. service after its account is removed from Teleconnect

Company, Inc. billing system, subsequently continues to use Teleconnect Company, Inc. network, and is billed by a local exchange service company in compliance with Teleconnect Company, Inc. tariff regulations. For billing purposes, a customer is considered to be an account. In the Metered Use Services, if a person, firm, corporation or other entity orders the service in more than one Teleconnect Company, Inc. originating city, or requests the assignment of more than one account number in a particular city, each such account is a separate customer for billing purposes.

Customer Premises Equipment: The term "customer premises equipment" means all terminal equipment normally used on the customer's premises owned by the customer, or by the telephone utility or some other supplier and leased to the customer.

Deactivate or Deactivation: The terms "deactivate" and "deactivation" mean the removal of an authorization code from effectiveness.

Dedicated Access Line: The term "dedicated access line" means the line between the customer premise and Teleconnect that does not pass through the switched network of a local exchange utility.

Delinquent or Delinquency: The terms "delinquent" and "delinquency" mean an account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. The term can also relate to a contested bill once the Commission finds the customer's complaint without merit.

Demarcation Point: The term "demarcation point" means the point of connection provided and maintained by the local utility to which existing or new inside station wiring becomes dedicated to an individual customer's use.

Depositor: The term "depositor" means the customer from whom a deposit is required.

Disconnect: The term "disconnect" means the disabling of circuitry preventing outgoing and/or incoming communications from the Teleconnect switch.

Dual Tone Multi-Frequency: The term "Dual Tone Multi-Frequency" means a protocol which uses two distinct frequency tones out of eight possible frequency tones to distinguish a number entered by a customer using a "Touch Tone" type instrument.

Due Date: The term "due date" means the last day for payment without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated "due by," "pay by" or "if paid by" on the customer's bill.

Exchange: The term "exchange" means a unit established by the local exchange utility for the administration of local communication services.

Exchange Service: The term "exchange service" means a local communication service furnished by means of local exchange plant and facilities.

Exchange Service Area or Exchange Area: The terms "exchange service area" or "exchange area" refer to the general area in which the local telephone utility holds itself out to furnish exchange telephone service.

Extended Area Service: The term "extended area service" means telephone service, furnished at local rates, between customers located within an exchange area and all of the customers of an additional exchange area.

Feature Group D: The term "Feature Group D" means the type of access which provides for "1+" customer dialing through the IXC of the customer's choice. FGD is also known as equal access.

Individual Case Basis: The term "individual case basis" means the application of a rate, charge, or condition of the tariff as determined by individual circumstances.

Initial Service Period: The term "initial service period" means the minimum period for which service will be installed and terminated without the application of an initial bill charge. Except as noted, the initial service

period is one month from the initiation of service.

Inside Station Wiring: The term "inside station wiring" means wiring located on the premises beyond the demarcation point.

Installation Charge: The term "installation charge" means a nonrecurring charge associated with the installation of certain services or facilities either in lieu of or in addition to recurring monthly rates or service charges or rates.

Interexchange Service: The term "interexchange service" is the provision of intrastate telecommunications services and facilities between local exchanges and does not include EAS.

Interexchange Utility: The term "interexchange utility" means a utility, a resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges. A local exchange utility that provides interexchange service may also be considered an interexchange utility.

Local Exchange Utility: The term "local exchange utility" means a telephone utility that provides local service under a tariff filed with an appropriate state public utility commission. The utility may also provide other services and facilities such as access services.

Local Service: The term "local service" means telephone service furnished between customers or users located within an exchange area.

Local Service Area: The term "local service area" means the area within which are located the lines to which calls may be made under a specified schedule of exchange rates without payment of toll charges.

Local Utility: See "local exchange utility."

Message: The term "message" means "a" telephone call by a customer or user.

Premises: The term "premises" denotes the space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right-of-way, or a natural barrier.

Prorate: The term "prorate" means the basis sometimes used for determining the charge for service furnished for a period less than that used in specifying rates. The pro rata charge for a service for which the rate is specified on a monthly basis is 1/30 of the monthly rate times the number of days service was furnished.

Rates: The term "rates" shall mean recurring amounts billed to customers for regulated services and equipment.

Residential Service A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a residential, non-commercial, or non-business rate in the applicable local exchange service tariff for switched service.

Rotary Pulse: The term "rotary pulse" means the transmission of digital information from a customer's dial to the central office equipment. The numerical value of each digit in the dialed telephone number is determined by the number of on-hook intervals in a train of pulses. The on-hook intervals for each digit are separated by short off-hook intervals, and the digits themselves are separated by relatively long off-hook intervals.

Serving Exchange: The term "serving exchange" means a unit established for the administration of communication services in which Teleconnect holds itself out to provide service. The boundary of the serving exchange for Teleconnect is identical to that filed by the local utility.

Special Dialing Procedures: The term "special dialing procedures" means the dialing procedures which are an exception to the three step procedure. Special dialing procedures are available where a customer is in an equal access area and has registered specific lines with Teleconnect for "1+" dialing. When Teleconnect has been designated as the customer's primary interLATA carrier, and the call is an interLATA call, the call may be

dialed in the following sequence:

1 + area code + long distance telephone number.

Suspend: The term "suspend" means temporary disconnection or impairment of service which shall disable either outgoing or incoming communications or both.

Switching Service: The term "switching service" means switching performed for the service lines.

Teleconnect Exchange: The term "Teleconnect exchange" means the serving exchange of the Metropolitan Los Angeles free calling area. Continued service to EAS exchanges may be contingent upon any and all conditions imposed by the tariff or the financial incentives or disincentives imposed by secondary exchange carrier tariffs.

Telephone Utility or Utility: The terms "telephone utility" or "utility" mean any person, partnership, business association, or corporation, domestic or foreign, owning or operating any facilities for furnishing communications service to the public for compensation.

Three-Step Dialing Procedure: The term "three-step dialing procedure" means Teleconnect access number + authorization code + area code + long distance telephone number.

Timely Payment: The term "timely payment" is a payment on a customer's account made on or before the due date shown: (1) on a current bill for rates and charges, or (2) by an agreement between the customer and utility for a series of partial payments to settle a delinquent account.

Toll Message: The term "toll message" means a message made between different exchange areas for which a charge is made.

Toll Rate: The term "toll rate" means the Catalog Schedule charge prescribed for toll messages, usually based upon the duration of the message, the distance between the exchanges, the day and time of the message.

Tone: The term "tone" means a DTMF signal.

Traffic: The term "traffic" means telephone call volume, based on number and duration of calls.

WATS Access Line: The term "WATS Access Line" means the special access line between the customer premise and the WATS serving office.

EXPLANATION OF ABBREVIATIONS

ANI	Automatic Number Identification
BPS	Bits per Second
BPI	Bits per Inch
Cal PUC	California Public Utility Commission
CO	Central Office
CPE	Customer Premises Equipment
DAL	Dedicated Access Line
DDD	Direct Distance Dialing
DTMF	Dual Tone Multi-Frequency
EAS	Extended Area Service
FCC	Federal Communications Commission
FGD	Feature Group D
ICB	Individual Case Basis
LATA	Local Access and Transport Area
LMS	Local Measured Service
OCC	Other Common Carriers
OS	Operating Systems
P.U.C.	Public Utility Commission

WAL Wats Access Line

RULE NO. 2 - DESCRIPTION OF SERVICE

MAJOR SERVICES

DAYSAVER, DAYSAVER PLUS, AND MAX-SAVE

a. Nature of Service. DAYSAVER, DAYSAVER PLUS and MAX-SAVE Services are interexchange telephone services, which allow customers to originate calls from any specified Teleconnect exchange, as listed in the Tariff, and terminate calls in any intrastate location within the State of California. Usage charges are generally based on the distance, duration and time of day for each call.

b. Dialing Procedure. The DaySaver Plans and MAX-SAVE may be accessed only through the special dialing procedures.

Smart Minutes

a. Nature of Service. Smart Minutes (an add-on to interstate service) is an outbound Residential Service that allows customers to originate intrastate calls via Local Exchange Carrier Feature Group D access lines. A customer may pre-subscribe up to two lines for Smart Minutes or may access the Service by dialing 1010826.*

* If a customer dials 1010826, Smart Minutes rates apply only when a call is placed from a pre-subscribed Smart Minutes phone.

b. Availability Service is available on a limited geographic basis and for customers of certain local exchange carriers.

SUPERWATS PLUS

a. Nature of Service
SUPERWATS PLUS is an interexchange telephone service which allows customers to complete interstate and/or intrastate calls on the same access line. The rates and charges set forth in this catalog schedule are in payment for the usage furnished between the calling and the called stations on California intrastate basis. Other charges, as described in Teleconnect's FCC Tariff No. 1, are also appropriate.

b. Dialing Procedure
SUPERWATS PLUS may be accessed by:

1) 1 + area code + long distance telephone number (for Feature Group D.)

c. Availability
Teleconnect offers intrastate SUPERWATS PLUS Service only as an add-on service to customers who subscribe to Teleconnect's interstate SUPERWATS PLUS Service. It is available under two methods of access; Feature Group D (FGD) and Dedicated Access Line (DAL).

800 SERVICE

a. Nature of Service. 800 Service is an interexchange telephone
service which allows a customer to receive calls from any station within the state of California at no toll charge to the calling party. The customer is responsible for all calls placed to the customer's 800 number.

b. Dialing Procedure. The dialing procedure for 800 Service is

1-800-NXX-XXXX, where the NXX-XXXX is the 800 number assigned to the customer.

c. Specific Plans Included in the 800 Service Family.
800 Services are comprised of the following play types:

.01 Profit Line*

.02 Profit Line Plus*

.03 Personal Hotline*

.04 800 SUPERWATS PLUS*

* Profit Line, Profit Line Plus, Personal Hotline and 800 SUPERWATS PLUS are registered Service Marks of Teleconnect Company.

d. Determination of Duration

.01 The duration of a call begins when the connection is established between the calling station and the desired telephone attendant board or PBX console.

.02 The duration of a call ends when the connection is terminated.

.03 The duration of a call does not include time lost because of faults or defects in service.

e. Determination of Time of Day

.01 Day. Daytime rates shall apply from 8:00 a.m. until 5:00 p.m., Monday through Friday.

.02 Evening. Evening rates shall apply from 5:00 p.m. until 11:00 p.m., Monday through Friday.

.03 Night/Weekend. Night/Weekend rates shall apply from 11:00p.m. until 8:00a.m., Monday through Friday. Saturday and Sunday applies to all day.

f. Availability. Teleconnect only offers its individual intrastate 800 services only as add-ons to Teleconnect's interstate 800 services.

OPERATOR SERVICES

a. APPLICABILITY
Operator Services applies to all interexchange telephone services messages made between two or more points within the State of California.

b. DESCRIPTION
Operator Services provides telecommunications on an intrastate basis to the customer. Operator Services charges cover the service furnished between the calling and called stations of service points, this includes all methods of originating and terminating operator services calls.

c. PROVISION OF SERVICE
Operator Services is available to and from customers of other carriers and telephone utilities with an arrangement for interchange of telephone traffic. This service is furnished through interconnecting equipment and local connecting facilities.

d. TYPE OF SERVICE

.01 Customer Dialed Calling Card Station Service - The customer dialed calling card station rate applies when the person originating the call:

(a) Dials zero (0) plus the desired number and the commercial credit card or Local Exchange

Utility calling card number (where equipment is available) to complete the call without operator assistance, or

(b) Dials zero (0) plus the telephone number to complete the call. In such, cases operator assistance is limited to recording the commercial credit card or Local Exchange Utility calling card number for billing purposes, or

(c) Inserts a commercial credit card or Local Exchange Utility calling card into a telephone equipped card reader (where equipment is available), dials zero (0) plus the called telephone number to complete the call without operator assistance.

.02 Operator-Handled Station Service - An operator-handled station rate applies when calls are completed with the assistance of an operator (except in f. below).

.03 Operator-Handled Person Service - An operator-handled person rate applies when:

(a) A calling person names the particular party to be reached by an operator, including such a call paid for by coin deposit. The party may be.

- A person.
- A mobile station.
- A station, department or office reached through a PBX attendant.

(b) The calling party cannot speak to the intended person or station, but agrees to speak to someone else.

(c) The calling party requests an operator to make arrangements with a person to receive a call at a specified time.

e. TIMING OF CALLS

On customer dialed calling card station and operator-handled station, the timing of a call begins when the calling and called stations are connected.

On Person calls, the timing of a call begins when the calling party is connected to a specified person, number, or an agreed-upon alternate.

The timing for all calls ends when the calling party hangs up the telephone. If the called party hangs up, but the calling party does not, the timing of the calls ends when the automatic timing equipment or the Company operator releases the network connection.

The timing of a call does not include time lost because of service faults or defects that are reported to the Company.

f. COLLECTION OF CHARGES

Charges for all Teleconnect Operator Services messages are billed to the calling telephone number, except where the message are billed to:

.01 The called party as a collect call, and the charge is accepted by the called party. This does not apply if the called number is a coin telephone. In this case, the charge may be accepted, but must be billed to a commercial credit card or Local Exchange Utility calling card number or third number which the called party is authorized to use, otherwise the called party must originate a new call.

.02 A third telephone number, except a coin telephone number, which the calling party is authorized to use, anywhere in the United States or Canada.

.03 A commercial credit card or Local Exchange Utility calling card account when the party requesting such billing is authorized to use such a card. In order to control fraud, the Company may refuse to accept calling cards which it determines to be invalid.

.04 Call Authorization

(a) To ensure billing is authorized, verification is made by the Company on all collect calls and periodically on third number calls.

(b) A call is authorized if the customer accepts the call, either by a live response or an answering device recording which states that calls are accepted, or if the billing is accepted by the customer.

(c) Calls that have been placed but are found to be unauthorized, will be rebilled to the number where the call originated.

g. PAYMENT OF CHARGES
The customer is responsible for payment of all charges for operator services furnished. This responsibility includes charges for all:

a. Messages originated at the customer's number.

b. Collect messages accepted at the customer's number.

c. Authorized messages billed to the customer's number.

d. Authorized messages billed to the customer's Local Exchange Utility calling card or commercial credit card.

OPTIONAL SERVICES - DESCRIPTION

ACCOUNT CODES

a. Description.

01. General. An Account Code Package is a service providing the customer with control, within prescribed limits, over the format of the bill. Account Codes can vary in length between two and four digits and are used by the customer to identify charge-back accounts and/or individuals.

02. Variable Length Account Codes. The customer may choose between three Account Code package sizes.

If this service is ordered, the customer must enter a valid Account Code at the end of the normal dialing sequence to complete a call.

When codes are ordered without the screened function, any digit meeting the package's parameters can be entered and will be registered as valid. Teleconnect is not responsible for invalid assignment of usage to a valid code.

03. "SECURE-CALL" Codes.

(a) General. In addition to subscribing to a variable-length Account Code package, the customer may request that the codes be "screened." The process of screening account codes is called SECURE-CALL Service. SECURE-CALL Service packages have certain specific codes within the parameters of the package invalidated. If one of these invalidated Account Codes is used in an attempt to place a call, the call will not be completed. Again, Teleconnect is not responsible for invalid assignment of usage to a valid code. Charges for screened accounts codes are in addition to charges for the initial account code package.

(b) Packaging. Predetermined packages of randomly selected 2, 3 and 4 digit account codes are available. Valid Codes can range from 25 to 1,000 codes for screened accounts.

04. Customized Screened Account Codes. Instead of using a predetermined package, customers are allowed to have specific account codes validated or invalidated according to their unique needs or wants. In this case the special packages of account codes are called Customized Screened
Account Codes.

The customer must first subscribe to Account Codes and pay the premiums for SECURE-CALL Codes in order to receive Customized Screened Account Codes.

SPEED CODES

a. Description. Speed Codes are 3-digit codes representing frequently called long distance numbers. They are provided in packets of 16 Speed Codes, or, in limited instances, in packets of 50 Speed Codes.

b. Fifty packet Speed Codes are available only to customers accessing the Teleconnect system with a DAL. Customers are limited to one Speed Code packet per authorization code.

AUTHORIZATION CODES

a. Description. Service under all plans includes one Authorization Code at no additional charge. Additional authorization codes may be supplied on request at an additional charge.

b. Availability. Any Teleconnect customer can purchase additional authorization codes.

CORPORATE BILLING

a. Availability. Corporate Billing is available to all customers having Authorization Codes and/or Account Codes.

MULTIPLE BILLING

a. Description. At a customer's request, multiple copies of that customer's bills will be furnished.

b. Availability. Multiple billing is available to any Teleconnect customer.

MAG TAPE/DISKETTE BILLING

a. Description

.01 Teleconnect will provide billing information and call detail on magnetic tape or diskette.

.02 Magnetic tape or diskette billings will be provided in the following formats:

(a)	Tape	-	1600 or 6420 bpi
		-	9 track
		-	standard OS labels or unlabeled
		-	IBM EBCDIC
(b)	Diskette	-	IBM 8-inch double sided double density
		-	floppy diskette
		-	Basic Exchange Format

b. Availability. Mag tape/diskette billing is available to all Teleconnect customers.

RULE NO. 3 – APPLICATION FOR SERVICE

Teleconnect does not differentiate between a business or residential customer in any manner.

Information Required. When applying for interexchange service each prospective customer will be required to furnish Teleconnect the following information:

.01 Name of the party who will be responsible for payment for the interexchange service provided.

.02 Address or exact location of the premises where interexchange service is to be provided and billed.

.03 Any information required to make a proper determination of appropriate credit worthiness. Copies of different application forms are shown on page 92-T and page 93-T.

Selection of Service Type. Teleconnect offers several different types of service. Each is set forth separately in this catalog schedule. The customer is responsible for the selection of the service and the options.

Change of Service. The customer may change the service received and transfer to another service otherwise available to them. In such a case the customer will receive a credit against any one-time set-up fees for the new service in the amount of any one-time set-up fees paid upon the origination of the service being discontinued. If the one-time set-up fees for the new service are less than the one-time set-up fees for the service being discontinued, the customer shall pay no one-time set-up fee for the new service but shall not otherwise be entitled to any credits or remission from charges.

Additional Lines Required. When Teleconnect's interexchange service to the public is impaired by a customer's use of telephone service, Teleconnect shall have the right to require the customer to contract for and properly attend as many additional telephone lines as needed to adequately serve the customer's requirements, or to discontinue the service of the customer in question.

TRANSFERS OF SERVICE/RESPONSIBILITY FOR CHARGES ASSOCIATED WITH REQUESTED AUTHORIZATION CODES

Transfers. Transfers of service are not allowed. Service can be expanded to include use by the new spouse of an existing customer.

Requested Authorization Codes. When a customer requests that service be established by means of a specific, previously used authorization code or codes, all ongoing rates and charges associated with such code or codes will be made known to the prospective customer. Assignment of the code or codes to the prospective customer will be contingent upon the customer's acceptance of responsibility for all such ongoing rates and charges.

RULE NO. 4 – CONTRACTS

At present, Teleconnect serves no end-user customers via contractual agreements.

Teleconnect does hold itself out as acting as a carrier's carrier with other parties engaged interexchange service. Under these circumstances, Teleconnect does not hold itself as the responsible carrier to the end user customer. Instead, our obligations are to the carrier with whom Teleconnect has contracted. Under no circumstances should end-user parties served in such an arrangement be viewed as Teleconnect customers.

If and when other utilities provide Teleconnect with facilities and impose individual case basis installation charges or contracts requiring basic termination liabilities, Teleconnect will pass these obligations on to those customers who make use of such facilities. Teleconnect will use the same type of instruments of obligation with the customers as the utility providing the facilities imposes on Teleconnect.

Service may be terminated prior to the expiration of the initial service period may be terminated at the end of a billing period, without charge except for payment of all rates and charges due for service which has been already furnished.

RULE NO. 5 – SPECIAL INFORMATION REQUIRED ON FORMS

Teleconnect requires its prospective customers to provide all information shown on any form Teleconnect submits to a prospective customer. Also, the applicant will need to provide any additional information necessary to perform a credit check. Finally, Teleconnect may demand written clarification or written support of contested facts concerning any aspect of the customer's application.

RULE NO. 6 – ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

Teleconnect reserves the right to examine the credit record of all applicants and customers.

Teleconnect may examine the credit profile/record of any applicant prior to accepting the subscription order. Negotiation of customer's advance payment shall not in itself obligate the carrier to providing services, if a later check of applicant's credit record is, in the opinion of Teleconnect contrary to the best interest of Teleconnect. In the event Teleconnect denies an applicant, then the applicant shall be notified in writing and refunded any monies paid within five days, or upon notification by the carrier's bank that applicant's check (if previously deposited) has been paid by applicant's bank.

RULE NO. 7 – DEPOSITS

APPLICATION OF DEPOSITS

a. A carrier may require a deposit to establish or re-establish service if and only if an applicant for service is unable to demonstrate acceptable credit to the satisfaction of the carrier. Failure to provide a social security number shall not be cause for requiring a deposit. A carrier may not require for its own benefit a deposit for services provided by another carrier, or refuse to accept a deposit in lieu of demonstrating satisfactory credit.

b. Amount. The amount of the deposit shall not be more than the total of two months tariffed services. The amount of tariffed services may be estimated from past toll usage, customer estimated anticipated usage or Teleconnect network average toll usage considering type and nature of service. The amount of deposit may exceed this total when service is provided for short periods of time or special occasions.

c. Existing Customer. An existing customer may be required to make a deposit or to increase a deposit presently held when a deposit is inadequate to cover two months interexchange service, interex- change usage is abnormal or the customer's credit is impaired. Service may be disconnected unless the new or additional deposit is made within 12 days after written notification.

d. Abnormal Usage After Six Months. For customers with at least six consecutive months of service, abnormal usage of interexchange service is defined as at least a twenty-five percent increase in monthly interexchange charges amounting to at least twenty dollars. The customer's average monthly interexchange bills for not less than the prior three months shall be used in determining the increase.

e. Abnormal Usage Before Six Months. For customers with less than six consecutive months of service, abnormal usage of interexchange service is defined as when one month's interexchange service exceeds the deposit attributable to interexchange service by at least twenty-five percent, amounting to at least twenty-five dollars.

f. Handling of Deposits. Deposits shall be sent to: Teleconnect Company, 500 Second Avenue S.E., Cedar Rapids, Iowa 52401. Teleconnect will maintain records which show the name and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Unclaimed deposits together with accrued interest shall be credited to an appropriate account and shall be disposed of in accordance with the law.

g. Receipts. A receipt of deposit will be furnished to each customer from whom a deposit is received. Upon

customer request, duplicate receipts will be provided to customers who have lost their receipt if the deposit is substantiated by Teleconnect's records.

h. Customer Obligations. The fact that a deposit has been made in no way relieves the customer from complying with Teleconnect's regulations as to the prompt payment of bills.

i. Interest. Deposits shall earn on the monthly, unused balance not less than simple annual interest based on the three-month financial commercial paper rate published by the Federal Reserve Board, on November 30th, of the prior year.

j. Refund or Credit. The deposit shall be refunded or credited to the customer after not more than twelve consecutive months of prompt payment. Within thirty days of issuance of the final bill, the amount of the deposit plus any accrued interest is credited to the customer's account and any credit balance is refunded.

k. Re-establishment of Deposit. If the customer is delinquent one or more months during any twelve month period, Teleconnect may implement or re-implement a deposit as set forth in this catalog schedule.

ADVANCE PAYMENTS

a. Applicants. Applicants for interexchange service who are required to make a deposit may be required to pay in advance of installation any service connection or installation changes.

b. Existing Customers. Existing customers who apply for additional interexchange service or changes in their existing service may be required to make advance payments, as described above, when the customer does not meet Teleconnect's credit standards or a sufficient credit history is unavailable.

RULE NO. 8 – NOTICE OF DISCONNECTION OF SERVICE

DISCONNECTION

Teleconnect disconnects in the manner described in RULE 11.

RULE NO. 9 – RENDERING AND PAYMENT OF BILLS

BILLS

a. Regular Bills. Regular customer bills are issued monthly. Each bill contains the dates included in the billing period, dates for service charges associated with work performed and the last date for timely payment. Bills include the amount the customer is charged, stated by category, sales tax and excise tax, with separate entries for total amounts current or in arrears.

b. Customer Requested Adjustments. Reasonable customer requested adjustments to monthly bills may be made if the customer brings the desired adjustment to Teleconnect's attention within 60 days of issuance of the bill. Teleconnect reserves the right to extend the period for adjustments beyond the 60 day period if, in Teleconnect's judgment, the situation so warrants.

TERMS AND CONDITIONS

Service is provided and billed on the basis of a minimum period of at least one month beginning on the date that billing becomes effective, and continues to be provided until the customer requests cancellation or until Teleconnect disconnects service pursuant to the provisions of this catalog schedule.

PAYMENT FOR SERVICE

The rates specified in this catalog schedule are generally rates based on usage, billed monthly, and generally payable in arrears except as otherwise provided.

All customers shall be permitted to have a last date for timely payment changeable for cause in writing. Such a change will become effective when acknowledged by Teleconnect. Until acknowledged, no change in date of timely payment is recognized by Teleconnect.

Customer payments are considered prompt when received at Teleconnect or its agent by the due date on the bill. The due date is 20 days after the bill is rendered and may be designated "due by," "pay by," or "if paid by" on the customer bill. Any customer not paying within 20 days is considered delinquent.

Teleconnect does not assess a late payment charge expt for forfeiture of High Volume Discounts (including multi-location discounts) as applicable to any service. In such cases, the late payment charge is forfeiture of the High Volume Discount applicable to all calls. This late charge will be assessed beginning with the first delinquent payment in any twelve month period. Teleconnect may request payment upon issuance of a final bill when service is terminated at the customer's request. For all other bills, payment will not be requested until the due date.

The customer is held responsible for all charges for services furnished at the customer's request and for all toll service furnished. Failure to receive a bill does not exempt the customer from prompt payment of the account. It is the customer's responsibility to contact Teleconnect when no bill is received.

Except as provided elsewhere in this catalog schedule, the rate for a fractional part of a billing period is a pro rata share of the rates for a full billing period as specified in this catalog schedule. If the prorating indicates a refund is due, the refund is applied as a bill credit.

PAYMENT

Bills may be paid by mail or in person at the sales office of Teleconnect. All charges for service are payable only in United States Currency. Payment may be made by cash or check. A penalty charge of $10.00 will apply on all returned checks.

LATE PAYMENT

a. Legal Fees, Costs. The customer is liable for any legal fees incurred by Teleconnect in the process of collecting a past-due amount. The amount of these fees can be determined by officers of the court if the proceedings are fully litigated. If the customer acquiesces to Teleconnect's demand for payment before a judgment is rendered, Teleconnect will bill the delinquent customer for costs incurred to that point. The customer is entitled to a statement of legal fees that are being assessed.

b. Customer Deposits. Teleconnect will apply a customer's deposit on file toward that customer's delinquent payment amount.

c. High Volume Discount. DaySaver Plus and SUPERWATS PLUS customers who submit delinquent payments shall forfeit the High Volume Discount as specified in this catalog schedule.

INITIAL SERVICE PERIODS AND TERMINATION OF SERVICE

Subscribers may cancel without termination fees or penalties any new tariffed service or any new contract for service within 30 days after the new service is initiated. This Rule does not relieve the subscriber from payment for per use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on the customer’s premises (such as wiring or equipment installation) before the subscriber canceled.

OTHER COMPANIES' CHARGES

Teleconnect is not in all cases responsible for local telephone charges incurred by the customer in gaining access to the carrier's network. Only when Teleconnect is the designated agent of the customer for ordering DALs, WALs, etc. does such an obligation exist.

PAYMENT FOR USAGE

Usage is billed in arrears.

RULE NO. 10 – DISPUTED BILLS

All disputed charges for any telecommunications service are subject to a rebuttable presumption that the charges are unauthorized unless there is (i) a record of affirmative subscriber authorization; (ii) a demonstrated pattern of knowledgeable past use; or (iii) other persuasive evidence of authorization.

CUSTOMER COMPLAINTS

A customer or prospective customer may initiate a complaint with Teleconnect on any relevant matter by telephone, in person, or in writing directed to Teleconnect at any of its offices. Teleconnect's response to the complaint will generally be in the same form used by the customer. However, Teleconnect may respond to written complaints by telephone or personal visits when it believes such communications will be effective in resolution of the issues.

The customer may at any point during resolution of the complaint seek review by a supervisor or manager. If the customer is still not satisfied, the nature of the complaint with sufficient detail to afford an investigation should be documented and addressed to: Director of Customer Service, Teleconnect Company, 500 Second Avenue S.E., Cedar Rapids, Iowa 52401.

In the event of a billing dispute between the customer and Teleconnect for services furnished to the customer which cannot be settled to their mutual satisfaction, the customer may appeal to the Commission for its investigation and decision. The addresses of the California Public Utilities Commission are (1) 505 Van Ness Avenue, San Francisco, California 94102, and (2) State Office, 107 South Broadway, Los Angeles, California 90012.

RULE NO. 11 – DISCONTINUANCE AND RESTORATION OF SERVICE

DISCONNECTION OF SERVICE

Teleconnect will follow the appropriate state requirements.

a. Without Prior Notice. Interexchange service may be refused or disconnected without prior notice by Teleconnect for the following reasons:

.01 In the event of a condition on the customer's premises determined by Teleconnect to be hazardous.

.02 In the event of customer's user in such a manner as to adversely affect Teleconnect's facilities or Teleconnect's service to others.

.03 In the event of tampering with facilities leased or owned by Teleconnect.

.04 In the event of interexchange service being used by a customer in connection with a plan or contrivance to secure a large volume of interexchange calls to be directed to such customer or the telephone service of any designated customer at or about the same time, resulting in preventing, obstructing, or delaying the interexchange service of others.

.05 In the event of unauthorized use following the disconnection of service for any of these reasons, Teleconnect will notify the telephone customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where a customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

b. With Prior Notice. Service can be disconnected with prior notice for the following reasons:

.01 In the event the customer is indebted to Teleconnect for the same type of telephone service previously furnished.

.02 In the event the customer supplied false or inaccurate information of a material nature in order to obtain telephone service.

.03 For failure of the customer or prospective customer to furnish service equipment, permits, certificates, rights of way necessary to obtain service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon him or her as conditions of obtaining service by a contract filed with and subject to the regulatory authority of the Commission.

.04 For failure of the customer to permit Teleconnect reasonable access to its facilities on the customer's premises.

.05 For nonpayment of a bill, where a reasonable attempt has been made at collection, except bills for: merchandise purchased from Teleconnect or a different class of service.

.06 For nonpayment of deposit as specified.

.07 In the event the service is or is likely to be used for unlawful purposes.

.08 Any other violation of the conditions governing the furnishing of service.

.09 For violation or noncompliance with Teleconnect's rule on file with the Commission, the requirements on any municipal ordinance, regulation or law pertaining to the service.

c. Notice. For disconnection with prior notice, written notice of a pending disconnect will be rendered five days prior to the disconnection. The notice will include all reasons for the disconnect and the final date by which payment is to be made or specific action taken. The notice will include a toll-free number where a customer can obtain additional information. A notice of disconnect based upon nonpayment will not be issued until the bill becomes delinquent. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

d. Unusual Circumstances. In unusual credit circumstances or abnormal usage of service which would result in undue revenue loss, disconnection may occur prior to the expiration of the seven-day notice.

e. Time Restrictions on Disconnection. Except as provided for disconnect without prior notice or in unusual credit circumstances or abnormal usage of service, no calls will be disconnected on the day preceding or the day on which Teleconnect is closed. Service will not be disconnected on a weekend, holiday, or after 2 p.m. unless service can be reconnected the same day.

SUSPENDED SERVICE

Teleconnect may suspend service when a customer is delinquent in payment. Teleconnect will issue the same five-day notice for suspension of service as is issued for termination of service. If Teleconnect and the customer cannot resolve payment of the delinquent bill, service may be terminated without any additional notice, and without service being reestablished.

DEACTIVATION OF SERVICE

If a customer's Teleconnect service is unused for a period of six consecutive months, the customer's authorization code may be deactivated. Deactivation of an authorization code under this section will be done only upon five days notice to the customer. Service will be restored by issuance of a new authorization code without charge upon subsequent written request of the customer.

PAYMENT TO HAVE SERVICE RESTORED

The maximum payment required for restoration of service that existed prior to disconnection shall be the total past-due amount, applicable charges, an Advance Payment and Deposit as specified elsewhere in this catalog schedule and where permitted by state tariff, a restoration of service charge.

RESTORAL OF SERVICE CHARGE

If a subscriber has had service disconnect involuntarily and has been properly noticed, Teleconnect may assess a reasonable restoral of service charge to reconnect service. The restoral of service charge will be applicable in an amount up to $50.00.

RULE NO. 12 – OPTIONAL RATES AND INFORMATION TO BE PROVIDED TO THE PUBLIC

In the event of adoption by the carrier of new or optional schedules of rates, the carrier will advise its customers through bill stuffers that they are available.

A copy of this catalog schedule and advice letters will be available for public inspection in the carrier's sales office during regular business hours.

The carrier will post in a conspicuous place in its business office, a notice to the effect that a copy of this catalog schedule and advice letters as filed with the Cal. P.U.C. are available for public inspection.

TEMPORARY SERVICE

Temporary service or service to speculative projects will be provided if consistent with the best interest of Teleconnect. Rates and conditions for such service will be those published in this catalog schedule. Any customer paying the normal subscription fees shall be eligible to utilize the service.

From time to time Telecom*USA may provide certain special, temporary promotional offerings to its customers. These offerings may be limited to certain dates, times and locations.

RULE NO. 14 – CONTINUITY OF SERVICE

GENERAL

Teleconnect offers its services 24 hours a day, seven days a week, 365 days a year.

LIABILITY

a. Limitation. The liability of Teleconnect for damages to any party arising out of mistakes, omissions, interruption, delays, errors, or defects in transmission occurring in the course of furnishing service or facilities shall in no event exceed an amount equivalent to the metered rate charged by Teleconnect for the defective call or, for nonmetered services, the proportionate rate to the customer for the period of service during which mistake, omission, interruption, delay, error, or defect in transmission occurs.

b. Out of Service Conditions. Teleconnect shall make all reasonable efforts to prevent out of service conditions. An out of service condition exists when Teleconnect facilities, either leased or owned, are either not functioning or are malfunctioning such that the customer can complete no interexchange calls on the Teleconnect network or such that the quality of transmission of all calls on the Teleconnect network is degraded below the minimum acceptable standard.

c. Out of Service Adjustment. In the event of an out of service condition which is not due to the negligence or willful act of the customer and which is due to the failure of a Teleconnect-owned or leased facility, a pro rata adjustment will be made of any fixed monthly or annual rates for the service affected by said out of service conditions as follows:

.01 The out of service period will be considered to begin at the time the customer first notifies Teleconnect of the service outage. If, in the judgment of Teleconnect, circumstances prevent a customer from notifying Teleconnect of an out of service condition, the requirement for notification to Teleconnect may be waived, in which case the out of service period will begin with the time at which the out of service condition is first known to Teleconnect.

.02 When the out of service period extends beyond twenty-four (24) hours, the charges for the service affected will be voluntarily adjusted on a pro rata basis for the duration of the service outage.

.03 When an out of service condition continues for a period of less than twenty-four (24) hours, adjustments for such outages will be made if in the opinion of Teleconnect circumstances so warrant.

d. Customer Equipment. Teleconnect shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission or other injury, which is caused by customer provided equipment or non-Teleconnect services being used in conjunction with Teleconnect service. It shall be the customer's responsibility to ensure that the customer premises equipment is compatible with the service furnished by Teleconnect.

e. Voice Grace Service. Unless an application is specifically guaranteed by Teleconnect, Teleconnect shall not be liable for damages arising out of the use of the Teleconnect network for the transmission of other than voice grade service.

RULE NO. 15 – EMPLOYEE SERVICE

Employees of Teleconnect receive no special rates or discounts.

RULE NO. 16 – SERVICE CONNECTION AND FACILITIES

INTERCONNECTION WITH OTHER CARRIERS

Service furnished by Teleconnect may be connected with services or facilities of another participating carrier or may be provided over facilities solely provided by local utilities and/or interexchange carriers other than Teleconnect. Service furnished by Teleconnect is not part of a joint undertaking with such other carriers.

MAINTENANCE AND REPAIR

a. Customer Liability. The customer shall be responsible for damages to Teleconnect's leased or owned facilities caused by the negligence or willful act of the customer or those using Teleconnect service through the customer. The customer or those using Teleconnect service through the customer may not alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, or permit others to alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, any Teleconnect facilities except upon written consent of Teleconnect.

b. Leased or Owned Facilities. The customer's obligation to Teleconnect is the same whether the facilities involved are Teleconnect-owned facilities or are facilities leased by Teleconnect from another party. If Teleconnect incurs expenses due to the customer's actions which result in damage to or impairment of Teleconnect leased facilities, Teleconnect will pass through to the customer any and all expense which the owner of the facilities imposes on Teleconnect.

c. Limitation on Liability. Teleconnect should have no liability for any damage resulting from actions prohibited under this catalog schedule, including but not limited to:

.01 Lawsuits or other legal action

.02 Damage caused by abnormal voltage

.03 Fire

.04 Medical expense, lost wages, and other expenses for injured personnel

.05 Damage to C.P.E. or inside wiring

.06 Damage to the customer's premise

.07 Any and all other losses suffered by the customer

RULE NO. 17 – MEASUREMENT OF SERVICE

DETERMINATION OF DURATION

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.

.02 Chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

Teleconnect's typical connection is an FGD and therefore, does receive hard-wire voice detection for one plus calls placed over its network.

In those limited cases where hard-wire voice detection is not available, Teleconnect makes use of software voice detection and, therefore, has confidence in our ability to measure usage.

RULE NO. 18 – METER TESTS AND ADJUSTMENT OF BILLS FOR METER ERROR

Rule not applicable.

RULE NO. 19 – SUPPLY TO SEPARATE PREMISES AND RESALE

Rule not applicable.

RULE NO. 20 – LIMITATIONS

AVAILABILITY OF FACILITIES, REQUIREMENTS OF SUPPLIERS

Service is offered subject to the availability of facilities, both leased and owned; the requirements imposed by facility based carriers and their tariffs, and the provisions of this catalog schedule.

FORCE MAJEURE

Teleconnect reserves the right to discontinue furnishing service upon written notice when necessitated by events or circumstances beyond its control or when the customer is using the service in violation of the provisions of the Tariff or in violation of the law.

RULE NO. 21 – USE OF SERVICE FOR UNLAWFUL PURPOSES

The services tariffed are furnished subject to the condition that they will not be used for any unlawful purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If Teleconnect receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it will either

discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

RULE NO. 22 – AFFILIATIONS

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

RULE NO. 23 – INDEMNIFICATION

INDEMNIFICATION

The customer indemnifies and saves Teleconnect harmless against all claims arising out of any act or omission of the customer in connection with services provided by Teleconnect, including but not limited to:

.01 Claims arising from the content or use of material transmitted over its facilities, including claims for libel, slander, or infringement of copyright.

.02 Claims for infringement of patents arising from the use of Teleconnect services in connection with the facilities, apparatus, or systems of the customer.

RULE NO. 24 – UNAUTHORIZED USE

UNAUTHORIZED USE

Any individual who uses or receives Teleconnect service, other than under the provisions of an accepted application for service and a current customer relationship, shall be liable both for the tariffed cost of the service received and for Teleconnect's costs of investigation and collection.

RULE NO. 25 – RESERVED FOR FUTURE USE

RULE NO. 26 – RESERVED FOR FUTURE USE

RULE NO. 27 - BACKBILLING PROCEDURE

A bill shall not include any previously unbilled charge for service furnished prior to three (3) months immediately preceding the date of the bill.

The following are exceptions which would allow backbilling beyond the prior three months:

1) Collect Calls

2) Credit Card Calls

3) Third Party Calls

4) "Error File" Calls (calls which cannot be billed due to the unavailability of complete billing information to the LEC).

10) Backbilling for a period of one and one-half (1-1/2) years will be permitted in cases involving toll fraud.

RULE NO. 28 – CANCELLATION AND RESTORATION OF SERVICE

A. CANCELLATION

1. CANCELLATION OF SERVICE BY A CUSTOMER

.01 If a customer cancels his order for service before the service begins, before completion of the minimum period or before completion or some other period mutually agreed upon by the customer and MCI, a charge will be levied upon the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by MCI and not fully reimbursed by installation and monthly charges. If, based on an order by a customer, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by the customer.

.02 If an order for installation is delayed for more than 30 days beyond the due date, and such delay is not requested or caused by the customer, the customer may cancel the order without incurring cancellation charges.

2. CANCELLATION FOR CAUSE BY MCI

.01 MCI may discontinue the furnishing of any and/or all service(s) to a customer, without incurring any liability:

.011 Immediately and without notice if MCI deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, MCI may discontinue service pursuant to this sub-section A.2.011 if:

.0111 The customer refuses to furnish information to MCI regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or

.0112 The customer provided false information to MCI regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of MCI service(s); or

.0113 The customer states that it will not comply with a request of MCI for security for the payment for service(s) in accordance with Rule No. 7; or

.0114 The customer has been given written notice by MCI of any past due amount, which remains unpaid in whole or in part, for any of MCI's other common carrier communications services to which the customer either subscribes or had subscribed or used; or

.0115 The customer either (1) accesses MCI service by dialing 1010222, or any other MCI carrier identification code, or (2) having (T) presubscribed to MCI's Dial "1" Long Distance Service (Option A), has had its account(s) canceled and has been removed from MCI's billing system and is being billed for its subsequent use of MCI's network by the local exchange carrier, and either refuses to pay when billed for MCI service(s) or indicates to MCI or its billing entity that it will not pay for MCI services(s) used by it.

RULE NO. 29 – USE OF SERVICE FOR RESIDENTIAL AND SMALL BUSINESS CUSTOMERS

1. Effective February 1, 2009, the Company will no longer offer long distance service to new customers in areas in which local exchange service is provided by any subsidiary or affiliate of Verizon not subject to this tariff. Customers currently subscribed to Company service will no longer be able to move, add to, or change the service to which they are subscribed, except that customers may switch to a different Company service for which they are eligible if they wish. All residential and small business end users will continue to be able to access the Company network and will be subject to this tariff on a non-presubscribed basis, e.g. collect calling, "dial around" services, or where their local exchange carrier installs the Company as the long distance PIC without the customer directly signing up with the Company for any calling plan.

TITLE SHEET

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

EFFECTIVE 04/01/12

CHANGE SHEET

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

Revisions to Catalog Schedule No. 1, Effective 04/01/12

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- Casual Caller per minute rate increase.

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- Operator Assistance Per Minute of Use and Surcharge rate increases.

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PRELIMINARY STATEMENT

This catalog schedule contains all effective rates and rules together with information relating to, and applicable to Teleconnect's Services.

Teleconnect Services also provides interstate telecommunications service within the United States.

Effective August 1, 2001, pursuant to the direction of the Federal Communications Commission (FCC), Teleconnect is canceling its federal tariffs for services with certain exceptions, including those pertaining to exchange access, casual calling, and basic long distance service during a 45-day period for customers who sign up for Teleconnect service with a Local Exchange Carrier (LEC). International services for Residential and Small Business customers will also remain tariffed through January 27, 2002. Beginning August 1, service descriptions, definitions, terms and conditions, and pricing for the Business Markets services no longer federally tariffed may be found in the "Service Publication and Price Guide" located at the website http://www.worldcom.com. Also, beginning August 1, service descriptions, definitions, terms and conditions, and pricing for state-to-state Residential and Small Business services no longer federally tariffed may be found i) at http://www.mci.com/service for Residential services and http://www.mci.com/sb/service_agreement for Small Business services, or ii) by calling 1-800-444-3333.

SERVICE AREA MAP

Teleconnect provides switched intrastate long distance telecommunications services within the State of California.

Teleconnect has been granted authority by the Cal. P.U.C. to provide service within the State of California.



SERVICE AREA

In the following exchanges Teleconnect offers FGD connections only for access to its services. In such situations, only subscribers served from a local switch, which has been converted to equal access, can obtain service from Teleconnect.

Metro Los Angeles
Metro San Francisco
Metro San Jose
Metro Oakland
Metro San Diego
Metro Sacramento #3
Metro Bakersfield
Metro Stockton #9
Metro Santa Rosa
Metro Modesto
Agoura Hills
Anaheim
Buena Park
Burbank
Canoga Park
Carson
Chico
Colton
Concord
Metro Napa
Metro Fairfield
Metro Visalia
Metro Salinas
Metro San Bernadino
Metro Pomona
Metro Ontario
Metro Oceanside #6
Metro Richmond
Metro Monterey
Mar Vista
Montebello
Newark
Norwalk
Orange
Palo Alto
Pinole
Redondo Beach
Redwood City

Culver City	Reseda
Danville	San Carlos
Downey	San Leandro
El Monte	San Mateo
El Segundo	San Rafael
Fremont	Santa Ana
Glendale	Santa Barbara
Hawthorne	Santa Cruz
Inglewood	Torrance
Lomita	Van Nuys
Long Beach	West Lakeville
Westminster	

RATE SCHEDULE

APPLICABILITY

This catalog schedule applies to intrastate interexchange telecommunications service furnished by Teleconnect Company (Teleconnect).

TERRITORY

Within the areas of all exchanges, as said exchanges are defined on Sheet 10-T herein, as authorized by the California P.U.C.

DAYSAVER AND DAYSAVER PLUS RATES
(Effective January 1, 1995, Daysaver Plus will no longer be available to new subscribers.)

a. Day Rates. These rates are applicable 8:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of holidays.

Initial 30 seconds	Each additional six seconds
$0.1300	$0.0260

b. Evening/Night/Weekend Rates. These rates apply at all other times not listed in a. above.

Initial 30 seconds	Each additional six seconds
$0.0975	$0.0195

MAX-SAVE RATES

a. Day Rates. These rates are applicable 8:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of holidays.

Initial 30 seconds	Each additional six seconds
$0.1215	$0.0243

b. Evening/Night/Weekend Rates. These rates apply at all other times not listed in a. above.

Initial 30 seconds	Each additional six seconds
$0.0912	$0.0182

HIGH VOLUME DISCOUNTS

a. DaySaver Plus. DaySaver Plus customers' month call volumes are subject in whole or in part to high volume discounts. These discounts reduce a customer's bill below the amount of the cumulative message rate.

b. Exempt Calls. The following types of calls are not subject to a high volume discount and are not considered in calculating a customer's volume when determining the magnitude of that customer's high volume discount:

c. Application. At the end of each billing cycle the dollar volume of the customer's calls during the billing cycle is calculated. This is the aggregate of both interstate and intrastate calls, excluding those specified in Exempt Calls (b) above.

d. DaySaver Plus. For DaySaver Plus customers, the volume described in c. above will be used to determine the amount of the high volume discount. The high volume discount will be applied only to the daytime portion of that call volume.

e. Amount of Discount. The high volume discount applied is based on the volume of the customer's billing cycle calls, as follows:

Day Saver Plus

Volume of Billing Cycle Calls	High Volume Discount
$ 0 - $ 499.99	0%
$ 500 - $ 999.99	5%
$1,000 - $1,999.99	10%
$2,000 Plus	15%

RATES AND CHARGES - MONTHLY AND NONRECURRING -DAYSAVER, MAX-SAVE

The monthly and nonrecurring rates and charges applicable to DaySaver, DaySaver Plus and MAX-SAVE include one authorization code and are as follows:

Service	Monthly	Nonrecurring
DaySaver (Includes Teleconnect payment for PIC charges of up to $5.00 per line.)	N/A	$49.00
DaySaver Plus (Includes Teleconnect payment for PIC charges of up to $5.00.)	N/A	$49.00
MAX-SAVE	N/A	$00.00

SMARTminutes
(A customer may pre-subscribe up to two lines for SMARTminutes or may access the service by dialing 1010826. If a customer dials 1010826, SMARTminutes rates apply only when a call is placed from a pre-subscribed SMARTminutes phone.

(Effective October 12, 1998, SMARTminutes will not be available to new customers)

Usage Rates
All periods $0.07 per minute - Interlata
$0.07 per minute - Intralata

Features
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes.

SMARTminutes Calling Card
(Effective April 1, 1997, SMARTminutes Calling Card will no longer be available to new customers.)

Customers will be charged a per minuted usage rate and a per call surcharge pursuant to Teleconnect' FCC Tariff No. 4, for all SMARTminutes Calling Card calls that originate and terminate in the state.

SMARTminutes Advantage
(Effective October 12, 1998, SMARTminutes Advantage will no longer be available to new customers)
(Service is available on a limited geographic basis and for customers of certain Local Exchange Carriers.)

SMARTminutes Advantage is an outbound residential service that allows customers to originate calls via Local Exchange Carrier Feature Group D (FGD) access lines. Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Advantage. All SMARTminutes Advantage calls are subject to an initial one-minute duration with additional one-minute increments.

Usage Rates - All periods	$0.07 per minute - Interlata
	$0.07 per minute - Intralata

SMARTminutes Advantage Calling Card
Customers will be charged a per minuted usage rate and a per call surcharge pursuant to Teleconnect's FCC Tariff No. 4, for all SMARTminutes Advantage Calling Card calls that originate and terminate in the state.

Savings Club
Savings Club is an outbound residential service that allows customers to originate calls via Local Exchange Carrier Feature Group D (FGD) access lines. A customer may designate up to two lines for Savings Club Service. Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to Savings Club. All Savings Club calls are subject to an initial one-minute duration with additional one-minute increments.

Usage Rates - All periods	$0.07 per minute - Interlata
	$0.07 per minute - Intralata

SMARTminutes for business
(Effective April 1, 1997, this service will no longer be available to new customers.)

Description:
SMARTminutes for business (an add-on to interstate service) is an inbound and outbound Commercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company carrier identification code (CIC); or (3) using a calling card access telephone number and personal identification number (PIN). Inbound service is accessed using common business line 800 termination. All SMARTminutes for business calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

Recurring charges:
Customers subscribing to inbound service will be charge a fee as described in Teleconnect's FCC Tariff No. 4 per month per 800 number.

Usage Rates:

Outbound:	$0.19 per minute	All periods
Calling Card:	$0.19 per minute	All periods
Inbound:	$0.19 per minute	All periods

Surcharge:
Calling Card surcharge: $1.20

Feature:
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes for business.

SMARTminutes for business Term Plan:
The SMARTminutes for business Term Plan is a term plan that provides discounts off intrastate usage rates. Customers who enroll in this plan will receive discounts (as described in Teleconnect's FCC Tariff No. 4) off standard tariffed rates for SMARTminutes for business. Directory Assistance, Operator Services and monthly recurring charges are not discountable.

Term Commitment and Renewal Option:
A customer must commit to service for a term of either one or two years. The term of the SMARTminutes for business Term Plan will commence no earlier than the first day of the billing month in which the customer subscribes to the plan. Upon expiration of the term, the customer will revert to standard tariffed rates for SMARTminutes for business.

Early Termination:
Discontinuance of service under the SMARTminutes for business Term Plan prior to the expiration of the committed therm constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge as described in Teleconnect's FCC Tariff No. 4.

Monthly Minimum Usage Fee
A fee up to $5.00 per account will be assessed if the total charges are less than $5.00 per account per monthly invoice.

Toll Free: Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

SMARTminutes Toll Free
(Effective April 1, 1997, this service will no longer be available to new customers.)

1. Description

   Nature of Service: SMARTminutes Toll Free is an inbound and outbound Commercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company Carrier Identification Code (CIC). Inbound service is accessed using common business line 800 terminations. SMARTminutes Toll Free calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

2. Availability

   a. SMARTminutes Toll Free is available for calling within the state.

   b. SMARTminutes Toll Free is only offered as an add-on to Teleconnect's interstate SMARTminutes Toll Free offering.

3. Rates and Charges

   a. Usage rates:

      Direct Dial
      $0.19 for all time of day rate periods for both inbound and outbound calls.

      Calling Card
      Customers will be charged a per minuted usage rate of $ 0.23 and a per call surcharge of $1.20 for all SMARTminutes Toll Free Calling Card calls that originate and terminate in the state.

   b. Features:
      Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Toll Free.

c. Toll Free:
Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

SMARTminutes Buy Down Plan
(Effective April 1, 1997, this service will no longer be available to new customers.)

1. Description

Nature of Service: SMARTminutes Buy Down Plan is an outbound Comercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company Carrier Identification Code (CIC). SMARTminutes Buy Down Plan calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

2. Availability

a. SMARTminutes Buy Down Plan is available for calling within the state.

b. SMARTminutes Buy Down Plan is only offered as an add-on to Teleconnect's interstate

SMARTminutes Buy Down Plan offering.

3. Rates and Charges

a. Usage rates:

Direct Dial
$0.19 for all time of day rate periods for both inbound and outbound calls.

Calling Card
Customers will be charged a per minuted usage rate of $0.23 and a per call surcharge of $1.20 for all SMARTminutes Buy Down Plan Calling Card calls that originate and terminate in the state.

b. Features:
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Buy Down Plan.

c. Toll Free:
Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

10-10-321

1. Description
Teleconnect will offer the following plan to customers who access Teleconnect service by dialing the access number 10-10-321. Calls will be rounded to the nearest full minute. When application of the usage rates results in a fraction of a cent, the call will be rounded down to the nearest whole cent. Calls beginning in one rate period and ending in another rate period will be billed the rate in effect for each period in which the call applies. Customers will receive the following rates for intrastate and intralata calls.

.011 InterLATA per minute usage rates
$0.20

.012 IntraLATA per minute usage rates
$0.11

10-10-220

The Company will offer the following plan for customers who access company service by dialing the Company designated Carrier Identification Code (CIC), 10-10-220. The customer will be charged $1.20 for the first 10 minutes (or any portion thereof) of usage per call and $0.20 per minute for each minute of usage thereafter.

10-10-987 Calling:

1. Description:
   1010987 Calling is an outbound service that allows customers to originate intrastate (interLATA and intraLATA) calls via local exchange carrier access facilities.

2. Rates:
   Customers who access Teleconnect services by dialing Company carrier identification code (CIC) 1010987 will be charged i) a per-call surcharge of $0.53 and ii) $0.06 per minute for each minute of intrastate (interLATA and intraLATA) usage, excluding calls to Operator Services and Directory Assistance.

Casual Caller

An instate InterLATA and IntraLATA per minute rate of **$1.27** with no surcharge is applicable to calls placed by Casual Callers who access Company service by direct dial access or by dialing 1010222, 1010286 or any other Company Carrier Identification Code. A $2.50 per call surcharge applies to these calls.

TUSA TalkSmarter Block-of-Time 500
(Effective June 1, 2008, TUSA TalkSmarter Block-of-Time 500 will no longer be available to new customers and existing customers of this service will no longer be able to move, add to, or make changes to their service.)

TUSA TalkSmarter 500 is an outbound and inbound service designed primarily for residential customers. TUSA TalkSmarter 500 includes a block of time structure with a flat rate structure for Dial 1 calls made outside the block-of-time allotment, and a flat rate structure for calling card service. No term plan options will apply to this service. All intrastate Dial-1 calls and calling card calls will have a 60 second rounding. If the computed charge includes a fraction of a cent, the fraction is rounded down to the nearest whole cent. A monthly charge will apply to this service.

Monthly Account Fees: Customers enrolled in this plan will be charged a $15.00 monthly recurring charge.

Access Methods and Charges:

m) Dial-1 Access: TUSA TalkSmarter Block-of-Time 500 can be used for Dial-1 access. Customers will receive an allotment of up to 500 minutes per monthly period that may be used for interstate and intrastate (interLATA and intraLATA) dial-1 usage. TUSA TalkSmarter Block-of-Time 500 customers will be charged the following rates for each minute of usage over the allotment. Customers may place these calls 24 hours a day and 7 days a week.

   Intrastate (InterLATA & IntraLATA) per minute charge: $0.03

n) Calling Card: TUSA TalkSmarter Block-of-Time 500 Calling Card access is available for origination from touch tone or rotary phones by dialing an MCI provided 800 number. Customers will be charged a per minute rate of $0.15 for all time periods for all intrastate calling card calls which terminate to the customers billed ANI. No per call surcharge will apply to these calls. All other calls will be charged a per minute rate of $0.89 for all intraLATA and interLATA calling card calls. No per call surcharge will apply to these calls.

c) Personal 800 Number: Personal 800 is non-applicable to customers who subscribe to this service.

d) Directory Assistance/Directory Assistance Call Completion:

A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One request may be made on each directory assistance call. The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number. Customers may request the Directory Assistance operator to complete a call to the last number requested on that particular Directory Assistance call. The customer will be charge a usage rate in accordance with the Company Local Exchange Service to which the customer is presubscribed for completed calls.

Directory Assistance	$1.99
Directory Assistance Call Completion Per Call Charge:	$0.35

e) Operator Assistance: **(Effective December 5, 2011, Commercial credit card billing for operator assisted calls will no longer be available where payment is made via an automated or live operator.)**
Operator Services are outbound services allowing the customers to originate calls via local exchange carrier facilities, or by using a Company or Local Exchange Carrier calling card. All Operator Services calls are subjected to a one minute initial increment with additional one minute increments. When a call is subject to more than one service charge, only the highest service charge applies.

Per Minute Rates

Mileage Band	Business Day 1st	Business Day / add'l	Evening 1st	Evening / add'l	Night/Weekend 1st	Night/Weekend / add'l
0-10	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
11-22	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
23-55	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
56-124	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
125-292	$0.65	$0.65	$0.65	$0.65	$0.33	$0.65
293+	$0.65	$0.65	$0.65	$0.65	$0.36	$0.65

Surcharge: The following surcharge apply with a one time per-call placement charge added to the initial minute of each Teleconnect Operator Service call.

Per Call Surcharge

3rd Party:	$4.35
1st Party Station-to-Station:*	$4.35
1st Party Person-to-Person:*	$3.15
Station-to-Station Collect:	$4.35
Person-to-Person Collect:	$3.15
LEC/Commercial Calling Card:	$0.72
Operator Dialed:	$1.00

* For calls made from private residential or business phones by Casual Callers , which are completed with the assistance of a Teleconnect operator; an additional surcharge of $2.50 will apply.

TUSA TalkSmarter USA
(Effective June 1, 2008, TUSA TalkSmarter USA will no longer be available to new customers and existing customers of this service will no longer be able to move, add to, or make changes to their service.)

TUSA TalkSmarter USA is an outbound and inbound service designed primarily for residential customers. TUSA TalkSmarter USA includes a flat rate structure for Dial 1, and calling card service. No term plan options will apply to this service. All intrastate Dial-1 calls will have 60 second rounding for the first minute and 6 second for each additional minute. Intrastate Callings Card calls will have 60 second rounding. If the computed charge includes a fraction of a cent, the fraction is rounded down to the nearest whole cent. A monthly charge will apply to this service. Monthly Account Fees: Customers enrolled in this plan will be charged a $4.95 monthly recurring charge.

Access Methods and Charges:

m) Dial-1 Access: TUSA TalkSmarter USA can be used for Dial-1 access. Customers will be charged the following rates for intrastate (interLATA and intraLATA) dial-1 usage. Customers may place these calls 24 hours a day and 7 days a week.

Intrastate (InterLATA & IntraLATA) per minute charge:	$0.05

n) Calling Card: TUSA TalkSmarter USA Calling Card access is available for origination from touch tone or rotary phones by dialing an MCI provided 800number. Customers will be charged a per minute rate of $0.15 for all time periods for all intrastate calling card calls which terminate to the customers billed ANI. No per call surcharge will apply to these calls. All other calls will be charged a per minute rate of $0.89 for all intraLATA and interLATA calling card calls. No per call surcharge will apply to these calls.

c) Personal 800 Number: Personal 800 is non-applicable to customers who subscribe to this service.

d) Directory Assistance/Directory Assistance Call Completion: A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One request may be made on each directory assistance call. The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number. Customers may request the Directory Assistance operator to complete a call to the last number requested on that particular Directory Assistance call. The customer will be charge a usage rate in accordance with the Company Local Exchange Service to which the customer is presubscribed for completed calls.

Directory Assistance	$1.99
Directory Assistance Call Completion Per Call Charge:	$0.35

Basic Service

Basic Service is a one-way, dial-in dial-out multipoint service that allows customers to originate and terminate intrastate (interLATA and intraLATA) calls via Company-provided local business telephone lines. Subscribers to Basic Service may originate calls only in the city or cities in which they maintain an active Basic Service account. Basic Service calls are rounded to the next higher full minute.

Per Minute Usage Rates:

Interlata calls	
Peak	$0.15
Off - Peak	$0.10
Intralata calls	
Peak	$0.10
Off-Peak	$0.05

Telecom*USA Phone Cards

Effective 5/1/11, Telecom*USA Phone Cards will no longer available to new customers.

Telecom*USA Phone Cards is a prepaid calling card service that allows consumers to acquire and use cards to originate outbound direct dial calls via Telecom*USA provided 800 numbers. Telecom*USA Phone Cards can be used for both interstate and intrastate (intraLATA and interLATA) calls and are classified as MinutePass Branded Phone Cards where the calling service is provided by Telecom*USA (hereinafter “MinutePass Branded Phone Cards”).

There are two methods of providing MinutePass Branded Phone Card services to consumers as follows:

- Physical format which includes a preprinted phone number and a Personal Identification Number, hereinafter referred to as a "PIN", delivered on a plastic card typically measuring 3-1/2" x 2-1/4"; or,

- Virtual format, which is delivered as a PIN when purchased via the World Wide Web.

Consumers can purchase MinutePass Branded Phone Cards either on the World Wide Web or a toll-free telephone number.

Prices for MinutePass Branded Phone Cards and recharge minutes are established by Telecom*USA.

This catalog schedule provides terms and conditions applicable to in-state calls made using MinutePass Branded Phone Cards. The terms and conditions set forth herein for such calls made with MinutePass Branded Phone Cards supplements the terms and conditions applicable to the sale and use of such cards as set forth in the Telecom*USA Service Agreement located at http://www.minutepass.com/ServiceAgreement.asp.

1. Card Values

MinutePass Branded Phone Card are available as Dollar based cards, and display the initial dollar value of the card and a per minute rate for interstate calls.

2. Features

Operator Assistance and Customer Service: Operator Assistance for call dialing is available at no charge to the consumer. Customer service is available on all cards at no charge to the consumer.

Directory Assistance: Domestic Directory Assistance is available through the MinutePass Branded Phone Card. Directory Assistance requests will have a maximum charge of not greater than $1.50 per call. Consumers may request up to two listings per call. The Directory Assistance charge will be announced to the caller prior to connecting the call.

Enhanced Directory Service: Golden Retriever, an Enhanced Directory Service, is available through MinutePass Branded Phone Cards and provides consumers with instant access to information including weather, reverse phone number look-up, phone number look-up and category search. Consumers may request up to three pieces of information per call to Enhanced Directory Service. Each such call is charged at a flat rate and is not subject to a per minute rate. The maximum charge for Golden Retriever is $1.50 per call.

3. Rates and Charges

MinutePass Branded Prepaid Phone Cards are provided in various dollar based denominations by Telecom*USA with a stated interstate per minute value not to exceed $0.35.

For completed in-state calls using a MinutePass Branded Phone Card, the value of a MinutePass Branded Phone card may be decremented up to 2 times the interstate minute described above. The value of each in-state minute equals 2 times the current interstate minute value as described in this service. Other charges or surcharges may apply to card use. Partial minutes used are billed as full minutes.

4. Recharging

MinutePass Branded Phone Cards are rechargeable, meaning that additional value may be added to a card, subject to a maximum allowed value per card, unless the card has expired or as otherwise expressly stated on the card, card packaging, or in the Service Agreement. Such additional minutes will be charged at the prevailing per minute rate as of the date of recharging. A minimum of ten dollars ($10.00) and up to a specified maximum amount may be added to the card per each recharge. In addition to the foregoing, rechargeable cards are also subject to the following terms and conditions:

.01 Upon recharge, a recharge fee of up to a maximum of fifteen percent (15%) of the

recharge value may be assessed.

.02 Recharge may be accomplished in any of the following manners:

.021 By credit or debit card using the toll free access number printed on the card and following the audio prompts.

.022 By registering the card for "auto-recharge," an expedited recharge process that alerts the consumer when their calling card balance falls below a certain level and offers the option of an automatic recharge in the same dollar amount of the customer's previous recharge.

Recharge minutes or dollars of service purchased via the toll free access number or through auto-recharge must be paid for with a verified valid credit or debit card.

5. Exclusions

MinutePass Branded Phone Cards cannot be used for calls to 700-, 900-, or 976 services or for certain operator assisted, third party billed or collect calls. Any unused balance on a MinutePass Branded Phone Card cannot be transferred to or combined with one or more other MinutePass Branded Phone Cards.

6. Availability of Service

There are no time of day or day of year restrictions for use of MinutePass Branded Phone Cards.

7. Regulations

Use of MinutePass Branded Phone Cards is available by calling the MinutePass toll free number printed on the card.

A completed call may only be charged to a MinutePass Branded Phone Card that has a balance sufficient to cover the charges assessed for the call. The MinutePass Branded Phone Card balance will be reduced by the appropriate minutes or dollars charged for the completed call.

After the number of the called party is dialed, but before the call is completed, the available balance of talk time based upon the telephone number of the called party will be announced to the caller. A MinutePass Branded Phone Card call will be interrupted with an announcement when the available balance on the card drops to one minute, based on the originating/terminating phone numbers of the call. Once the balance on the card is insufficient to continue, the call will terminate.

Credit allowances for interruptions: MinutePass Branded Phone Cards will credit one minute on a consumer's MinutePass Branded Phone Card in the event of poor call transmission or call cut off caused by Telecom*USA . To receive a credit, the consumer must promptly notify MinutePass Customer Service of the service problem by calling the Customer Service number printed on the card. Credit will not be given when interruptions are caused by the failure of systems not provided by Telecom*USA, by the failure of other Telecom*USA services connected to the MinutePass Branded Phone Card, for wrong telephone numbers or other causes outside the control of Telecom*USA.

Activated MinutePass Branded Phone Cards are non-refundable. Once activated, and subject to applicable terms and condition, a MinutePass Branded Phone Card may be used to originate direct dialed calls until the available card balance is depleted or the card expires, whichever first occurs. Card expiration dates will be specified on the card or the card packaging.

8. Other Conditions of Service

.01 The U.S. Public Payphone Surcharge applies when a MinutePass Branded Phone Card is used to place a call from a U.S. public or semi-public payphone.

.02 State Universal Service Charge: Telecom*USA may, at its option, apply the State Universal Service Charge at time of sale.

TRAC SERVICES

RATES AND CHARGES

a. Usage Charges - TRAC

.01 Day Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0321	$0.0107
293 - 430	$0.0369	$0.0123
431 - 925	$0.0378	$0.0126
925+	$0.0459	$0.0153

.02 Evening Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0278	$0.0093
293 - 430	$0.0311	$0.0104
431 - 925	$0.0341	$0.0114
925+	$0.0365	$0.0122

.03 Night/Weekend Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0223	$0.0074
293 - 430	$0.0242	$0.0081
431 - 925	$0.0264	$0.0088
925+	$0.0283	$0.0094

b. Usage Charges - TRAC 2000

.01 Day Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 – 292	$0.0330	$0.0110
293 – 430	$0.0351	$0.0117
431 +	$0.0375	$0.0125

.02 Evening Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0280	$0.0093
293 - 430	$0.0298	$0.0099
431 +	$0.0319	$0.0106

.03 Night/Weekend Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0247	$0.0082

293 – 430	$0.0263	$0.0088
431 +	$0.0281	$0.0094

c. Discounts. Teleconnect will aggregate the interstate and intrastate usage for its individual TRAC service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

d. Recurring/Nonrecurring Charges. Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

TRAC 800 and 800 TRAC 2000

RATES AND CHARGES

a. Usage Charges

TRAC 800

.01 TRAC 800

Call Mileage	Daytime Rates Initial 30 Seconds	Evening Rates Initial 30 Seconds	Night Rates Initial 30 Seconds
0- 55	$0.0615	$0.0505	$0.0425
56-292	$0.1615	$0.0505	$0.0423
293-430	$0.0660	$0.0535	$0.0450
431-925	$0.0660	$0.0550	$0.0460

Call Mileage	Daytime Rates Additional 30 Seconds	Evening Rates Additional 30 Seconds	Night Rates Additional 30 Seconds
0- 55	$0.0123	$0.0101	$0.0085
56-292	$0.0123	$0.0101	$0.0085
293-430	$0.0132	$0.0107	$0.0090
431-925	$0.0136	$0.0110	$0.0092

.02 800 TRAC 2000

	Initial 30 Second Increment	Each Add'l 6 Second Increment
Day	$0.0560	$0.0112
Evening	$0.0490	$0.0098
Night/Weekend	$0.0410	$0.0082

b. Application. Teleconnect will aggregate the interstate and intrastate usage for its individual TRAC 800 and 800 TRAC 2000 service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

c. Recurring/Nonrecurring Charges. Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

SUPERWATS PLUS
(Effective January 1, 1995, Superwats Plus - FGD access - will no longer be available to new subscribers.)

a. Usage Charges.

.01 FGD

(a) Day Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0925	$.0185

(b) Evening/Night/Weekend Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0875	$.0175

(c) Night/Weekend Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0814	$.0163

.02

.03 Dedicated Access Line (DAL)

(a) Day Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0813	$.0163

(b) Evening Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0750	$.0150

(c) Night/Weekend Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0541	$.0108

.04 Other Rates and Charges. Since intrastate SUPERWATS PLUS is offered as an add-on service to the interstate service, rates and charges as described in Teleconnect's FCC Tariff No. 1, Section F, also apply.

.05 Billing Detail. Standard SUPERWATS PLUS billing will be on a summary basis only. Printed call detail will not be provided except on a special pricing basis, as described in Teleconnect's FCC Tariff No. 1.

b. High Volume Discounts

.01 Application. SUPERWATS PLUS plans are subject to High Volume Discounts. The total dollar volume of calls on the SUPERWATS PLUS plan is summed. This total is used in conjunction with the tables in part .02, below, to determine the amount of High Volume

Discount.

	Day	Evening/Night/Weekend
$ 0 - 199	0%	0%
$ 200 - 499	3%	3%
$ 500 - 499	6%	7%
$1,000 - 1,499	10%	8%
$1,500 - 1,999	13%	11%
$2,000 - 2,999	14%	11%
$3,000 - 3,999	16%	11%
$4,000 - 5,999	18%	16%
$6,000 Plus	20%	19%

.02

.03

.04 SUPERWATS - DAL

	Day/Evening/Night/Weekend
$ 0 - $1,999.99	0%
$ 2,000 - $4,999.99	1%
$ 5,000 - $9,999.99	2%
$10,000 Plus	3%

800 SERVICE

RATES AND CHARGES

a. Usage Charges

.01 Profit Line and Profit Line Plus
(Effective January 1, 1995, 800 Profit Line Plus will no longer be available to new subscribers.)

	Initial 30 Seconds	Additional Tenth-of-a-minute
Day	$0.1150	$0.0230
Evening/Night/Weekend	$0.0863	$0.0173

.02 Personal Hotline

	Rate Per Minute
Day	$0.2900
Evening/Night/Weekend	$0.2175

.03 800 SUPERWATS Plus[2]
(Effective January 1, 1995, 800 Superwats Plus - FGD access- will no longer be available to news subscribers.)

(a) Local Line

	Day	Evening	Night
Per Minute Rate	$.2150	$0.1828	$0.1828

(b) DAL

	Day	Evening	Night

Per Minute Rate	$.2150	$0.1300	$0.1105

b. High Volume Discount

.01 Application. Teleconnect will aggregate the interstate and intrastate usage for its individual 800 service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

c. Recurring/Nonrecurring Charges

.01

	Monthly	Nonrecurring
Profit Line	N/A*	N/A*
Profit Line Plus	N/A*	N/A*

.02

	Monthly	Nonrecurring
Personal Hotline	N/A*	N/A*

.03 800 SUPERWATS PLUS - Ordering both 800 SUPERWATS PLUS and SUPERWATS PLUS simultaneously.

Fees

	Nonrecurring
Plan Type Set-up New Customer Ordering Both Inbound/Outbound Service	
Local Lines	N/A*
DAL	N/A*

Monthly Service Charges

	Recurring
Local Lines	N/A*
DAL	N/A*

* Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

.04 800 SUPERWATS PLUS - ordering inbound only.

Plan type set-up

	Non-Recurring
Local Line	N/A*
DAL	N/A*

Monthly Service Fee

	Recurring
Local Line	N/A*
DAL	N/A*

d. Additional 800 Numbers

	Monthly	Nonrecurring

.01	Profit Line	N/A*	N/A*
.02	Profit Line Plus	N/A*	N/A*
.03	Personal Hotline	N/A*	N/A*
.04	SUPERWATS		
	(a) Local Line	N/A*	N/A*
	(c) DAL	N/A*	N/A*

e. Line Charges Installation

	Non-Recurring
Local Line	N/A*
DAL	N/A*

f. Monthly Line Charge

	Recurring
Local Line	N/A*
DAL	N/A*

* Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

CHECK-LINK

RATES AND CHARGES

a. Application

.01 The initial one-tenth minute (6 seconds) increment or fraction thereof is subject to the initial 6 second rate.

.02 Any additional one-tenth minute (6 seconds) increment or fraction thereof is subject to the additional 6 second rate. Any fraction of an increment is rounded up to the next additional 6 second increment.

.03 The charge for the initial increment plus the charge for the additional increments is then summed, with fractional cents, if any, rounded up to the nearest whole cent.

b. Specific Rates

	Initial 6 Seconds	Each Add'l 6 Seconds
Day	$0.0200	$0.0200
Evening	$0.0130	$0.0130
Night/Weekend	$0.0100	$0.0100

c. Specific Charges

	Monthly	Nonrecurring
Plan Set-up	---	$200.00
Monthly Service Fee	$150.00	---
Service Order	---	$ 50.00
Magnetic Tape Billing	$100.00	$300.00
Translation Charge	---	$10.00/Number
800 Number Service Surcharge		
Per Number	$ 2.75	---
Connection Charges:		
Digital Port Charges	ICB	ICB
CPE Charges:		
D-4 Channel Bank with Power		

Supply and CSU	$450.00	$750.00

d. Discounts. At the end of each billing cycle, the 800 service dollar volume of the customer's CHECK-LINK calls during the billing cycle is calculated. This is the aggregate of interstate and intrastate calls. This aggregate volume is used with the chart below to determine the amount of the High Volume Discount.

Volume of Billing Cycle Calls	Percent High Volume Discount
$ 0 - $ 49,999.99	0%
$ 50,000 - $ 64,999.99	12%
$ 65,000 - $ 79,999.99	14%
$ 80,000 - $ 94,999.99	16%
$ 95,000 - $109,999.99	18%
$109,000 +	20%

e. Limitation. CHECK-LINK is not available with Optional Additional and Contractual Volume Discounts.

OPERATOR SERVICES

RATES AND CHARGES

a. Application of Charges

.01 Determination of Charges
The charge for Teleconnect Operator Services is determined by the:
- Distance between rate centers
- Time of day and day of the week
- Duration of message
- Type of service

The specified components which apply to a Teleconnect Operator Services message are listed in the charge section applicable to that type of call.

.02 Initial Minute and Additional Minutes
Rates are quoted in terms of initial minute and additional minutes.

(a) Initial Minute
Initial minute rates are shown in c.01 following.

(b) Additional Minutes
All additional minute rates shown in c.02 following, are for each additional minute or any fraction thereof that the connection continues beyond the initial period.

(c) When application of the rates results in a fractional charge for a call, the amount will be rounded down to the lower cent.

b. Rate Periods

Monday thru Friday Hours	Rate
8:00 a.m. to 5:00 p.m.	Day
5:00 p.m. to 11:00 p.m.	Evening
11:00 p.m. to 8:00 a.m.	Night/Weekends

For messages which overlap one or more rate periods, each minute is rated according to the rates for the period in which the minute starts. All time periods include the beginning time and do not include the ending time.

c. Mileages and Corresponding Rates

Basic Charges

.01 Initial Minute

Rate Mileage	Day	Evening	Night
0 - 20	**$0.98**	**$0.98**	**$0.98**
21 - 40	**$0.98**	**$0.98**	**$0.98**
41 - 70	**$0.98**	**$0.98**	**$0.98**
71 - 100	**$0.98**	**$0.98**	**$0.98**
101 - 150	**$0.98**	**$0.98**	**$0.98**
151 - 330	**$0.98**	**$0.98**	**$0.98**
Over 330	**$0.98**	**$0.98**	**$0.98**

.02 Each Additional Minute

Rate Mileage	Day	Evening	Night
0 - 20	**$0.98**	**$0.98**	**$0.98**
21 - 40	**$0.98**	**$0.98**	**$0.98**
41 - 70	**$0.98**	**$0.98**	**$0.98**
71 - 100	**$0.98**	**$0.98**	**$0.98**
101 - 150	**$0.98**	**$0.98**	**$0.98**
151 - 330	**$0.98**	**$0.98**	**$0.98**
Over 330	**$0.98**	**$0.98**	**$0.98**

d. Service Charges

In addition to the basic charges in c. preceding, there is a service charge for messages classified as customer dialed calling card station, operator-handled station or person. The charge for this type of message is the sum of the dial station charge plus the applicable service charge. The service charge applies per message as follows:

Type of Message		Service Charge
Customer Dialed Calling Card Station Service		$.72
Operator Handled Station		**$5.49**
Operator Handled Station	**Collect**	**$5.49**
Operator Handled Person		**$7.15**
Operator Handled Person	**Collect**	**$7.15**
Third Party Billed		**$5.49**
Operator Dialed		**$1.10**

e. Subscriber Surcharges

Carrier will not bill users for any subscriber surcharges, except as provided below.

01. Surcharges - Calls originated from Hotels/Motels may be subject to a subscriber surcharge of up to $1.00 per call at the option of the Customer. Calls originated from hospitals may be subject to a subscriber surcharge of up to 25 cents ($0.25) per call at the option of the customer. Calls originated from COPTs may be subject to a subscriber surcharge of up to $0.25 per call at the option of the customer.

FLEX-SAVE PLUS

(Effective January 1, 1995, Flex-Save Plus will no longer be available to new subscribers.)

RATES AND CHARGES

a. Usage Charges

.01 Day Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1620	$0.0086
21 - 40	$0.2340	$0.0143
41 - 70	$0.2430	$0.0152
71 - 100	$0.2520	$0.0171
101 - 150	$0.2790	$0.0181
151 - 330	$0.2880	$0.0200
Over 330	$0.3150	$0.0209

.02 Evening Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1296	$0.0068
21 - 40	$0.1872	$0.0114
41 - 70	$0.1944	$0.0122
71 - 100	$0.2016	$0.0137
101 - 150	$0.2232	$0.0144
151 - 330	$0.2304	$0.0160
Over 330	$0.2520	$0.0167

.03 Night/Weekend Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.0972	$0.0051
21 - 40	$0.1404	$0.0086
41 - 70	$0.1458	$0.0091
71 - 100	$0.1512	$0.0103
101 - 150	$0.1674	$0.0108
151 - 330	$0.1728	$0.0120
Over 330	$0.1890	$0.0125

b. Monthly and Nonrecurring. The rates and charges applicable to Flex-Save Plus are as follows:

Monthly	Nonrecurring
N/A	$25.00

SURE-SAVE PLUS

a. RATES AND CHARGES

Usage Charges

a. Day Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1620	$0.0855
21 - 40	$0.2340	$0.1425
41 - 70	$0.2430	$0.1520
71 - 100	$0.2520	$0.1710
101 - 150	$0.2790	$0.1805
151 - 330	$0.2880	$0.1995
Over 330	$0.3150	$0.2090

b. Evening Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1296	$0.0684
21 - 40	$0.1872	$0.1140
41 - 70	$0.1944	$0.1216
71 - 100	$0.2016	$0.1368
101 - 150	$0.2232	$0.1444
151 - 330	$0.2304	$0.1596
Over 330	$0.2520	$0.1672

c. Night/Weekend Rates.

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.0972	$0.0513
21 - 40	$0.1404	$0.0855
41 - 70	$0.1458	$0.0912
71 - 100	$0.1512	$0.1026
101 - 150	$0.1674	$0.1083
151 - 330	$0.1728	$0.1197
Over 330	$0.1890	$0.1254

d. Rates and Charges - Monthly and Nonrecurring
The monthly and non-recurring rates and charges applicable to

Sure-Save Plus, including one authorization code and are as follows:

Monthly	Nonrecurring
N/A	$ 0.00

EXEMPT CALLS-FLEX-SAVE PLUS AND SURE-SAVE PLUS. The following types of calls are not subject to a high volume discount and are not considered in calculating a customer's volume when determining the magnitude of that customer's high volume discount:

.01 Calls under the Credit Card Service.
.02 Calls placed to Directory Assistance.
.03 Calls placed to an international location.

HIGH VOLUME DISCOUNTS. For Flex-Save Plus and Sure-Save Plus customers, the volume in the above paragraph is used both to determine the appropriate high volume discount and is the total to which the high volume discount applies. The discounts are as follows:

Volume of Billing Cycle Calls	High Volume Discount
$ 0 - $ 399.99	0%
$ 400 - $ 799.99	5%
$ 800 - $1,599.99	10%
$1,600 - $3,199.99	15%
$3,200 Plus	20%

DAYSAVER I

RATES AND CHARGES

a. Day Rates

Initial and Subsequent Whole Minutes
$.2600

b. Evening/Night/Weekend

Initial and Subsequent Whole Minutes
$.1950

HELLO AMERICA

RATES AND CHARGES

a. Day Rates

Initial and Subsequent Whole Minutes
$0.2700

b. Evening Rates

Initial and Subsequent Whole Minutes
$0.1300

c. Night/Weekend Rates

Initial and Subsequent Whole Minutes
$0.1100

* USA CARD
(Effective January 1, 1995, * USA Card will no longer be available to new subscribers.)

RATES AND CHARGES

a. Day Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.1800	$0.1700
11 - 22	$0.2100	$0.2000
23 - 55	$0.2300	$0.2200
56 - 124	$0.2300	$0.2200
125 - 292	$0.2300	$0.2300
293 - 430	$0.2400	$0.2300
431 - 925	$0.2400	$0.2400
926 +	$0.2500	$0.2500

n. Evening Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.1206	$0.1139
11 - 22	$0.1407	$0.1340
23 - 55	$0.1541	$0.1474
56 - 124	$0.1541	$0.1474
125 - 292	$0.1541	$0.1541
293 - 430	$0.1608	$0.1541
431 - 925	$0.1608	$0.1608
926 +	$0.1675	$0.1675

o. Night/Weekend Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.0936	$0.0884
11 - 22	$0.1092	$0.1040
23 - 55	$0.1196	$0.1144
56 - 124	$0.1196	$0.1144
125 - 292	$0.1196	$0.1196
293 - 430	$0.1248	$0.1196
431 - 925	$0.1248	$0.1248
926 +	$0.1300	$0.1300

HIGH VOLUME DISCOUNTS
High volume discounts do not apply to this service.

SERVICE CHARGE
This charge is applied on a per call basis.

		Charge Per Call
a.	Customer Dialed Station to Station	$0.79
b.	Attendant Handled	
	(.01) Station to Station	$1.25
	(.02) Person to Person	$3.00

OPTIONS
Options available to * USA Card customers include Personal Attendant and Speed dialing.

a. Personal Attendant. This option provides the customer with the means to access a directory assistance-like service, through the Direct Connect function, or a message receipt/delivery option through the Message Storage and Forward function.

.01 Direct Connect. Teleconnect provides this function to customers who are in need of obtaining a station number from a directory assistance-like service. A customer wishing to use this service will enter "* 0" following the prompt tone. A Teleconnect attendant will come onto the line and request the name and location of the party the customer wishes to access. After acquiring the necessary information from the customer, the Teleconnect attendant will contact directory assistance, obtain the number desired, and then pass the information along to the customer. The customer will then choose to either terminate the call or have the Teleconnect attendant complete the call.

(a) Directory Assistance-like Service Rates and Charges. An undiscountable charge of $1.99 per call will apply to each call requesting Directory Assistance for numbers in the United States. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator.

(b) Attendant Assisted Rates and Charges. If the Teleconnect attendant connects the customer with the station or the party in question, the customer will incur the following charge as appropriate.

	Charge Per Call
Station to Station	$1.25
Person to Person	$3.00

In addition to this charge, the customer will incur the $1.99 directory assistance charge and the long distance charges shown previously. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance

call completed by the Directory Assistance operator.

.02 Message Storage and Forward. This service provides the customer with a message relay service. The customer will contact a Teleconnect attendant by entering "* 4" following the tone, tape the desired message, and specify the date and time for delivery. Teleconnect will attempt to deliver the message in the following manner. The initial attempt will correspond with the customer's requested time of delivery, the next three (3) attempts will be spaced fifteen (15) minutes apart, and the last four (4) attempts will be spaced sixty (60) minutes apart. Teleconnect will make no more than eight (8) attempts at delivery. Teleconnect does not guarantee successful delivery of messages. The rates and charges incurred by the customer for service are as follows:

Activity	Charge
Taping of message	$0.29 per minute
Relay of message	$0.29 per minute
Attendant Surcharge:	
Station to Station	$2.00 per taped message
Person to Person	$3.75 per taped message

The attendant surcharge applies even if Teleconnect has been unsuccessful in delivering the message to the appropriate party.

b. Speed Dialing. Speed Dialing provides the customer with a simplified means of accessing frequently called numbers. The customer enters a specified code which is automatically converted into a telephone number. These codes are programmed and maintained by the customer. The Speed Dialing option is accessed by entering "* 9." The customer will then enter "0" to access the automated attendant which will assist the customer in programming the speed codes. The customer has the capability of programming up to nine (9) personalized speed dial numbers.
This option is provided free of charge to * USA Card customers.

JOINT USER SERVICE

RATES AND CHARGES

a. Applicability. Any entity which is elected or authorized to serve as a manager of a Joint User Group and is duly authorized to represent members of the Joint User Group, is entitled to order Joint User Service at the rates and charges listed below:

.01 * USA Card usage rates as listed in this catalog schedule are discounted by fifteen percent (15%) for day, evening and night/weekend.

.02 * USA Card charge as listed in this catalog schedule for customer dialed Station-to-Station is eliminated.

.03 The Joint User Group, in composite, must generate $125,000.00 of total rates and charges per month with Teleconnect derived from all jurisdiction in order to be eligible for Joint User Service. In order for a group to be considered a Joint User Group and eligible for the above rates, the applicant must meet all criteria established by Pacific Bell in accordance with its Joint User Tariff (A5.6.1 first revised sheet 478 and sixth revised sheet 479).

b. Liability. The manager of the Joint User Group is responsible for payment for all usage generated by each member of the Joint User Group. Failure of an individual member to pay the manager of the Joint User Group in no way alleviates the manager from the liability for payment of those charges.

VIRTUAL PRIVATE LINE

RATES AND CHARGES

a. Usage Charges

Channel Mileage		
From	To and Including	Charge Per Minute
0	50	$.15
51	120	.20
121	220	.30
221	320	.35
321	500	.40
501	800	.45
801	And over	.50

For calculating the distance of a Virtual Private Line call the distance used for pricing purposes is the airline mileage between serving wire center, not toll centers.

b. Line Termination Charges

1. Ordering of line termination facilities:
Per line termination - $50.00 monthly

2. Customer has the option of ordering one line termination through Teleconnect and the other from another source, both ends from Teleconnect, or neither end from Teleconnect.

c. Installation and Relocation Charges

1. An installation charge of $125.00 applies for the installation of each primary location. For a relocation of a primary location in different premises, installation charges apply.

d. Special Access Surcharge. In addition to the above, a Special Access Surcharge of $25.00 per month, per service point, is applicable to each access line facility provided by a local exchange telephone company. The surcharge will not apply to such a facility for which the customer has furnished Teleconnect with an Exemption Certification. The surcharge is applicable where the Virtual Private Line allows traffic to either to originate or terminate for locations other than the customer's premises within the free calling area.

LIMITED LOCATION

a. Virtual Private Line service is limited to call between San Francisco and Los Angeles.

b. If the customer's location is beyond the corporate city limits of San Francisco or Los Angeles, the customer is obligated to provide a connection within the corporate city limits. If the customer can gain access via facilities other than Teleconnect's, no additional charge applies beyond line termination. If Teleconnect provides the connection via the leased facilities of others, the customer will be subject to charges on an individual case basis.

ADDITIONAL AND CONTRACTUAL VOLUME DISCOUNTS

RATES AND CHARGES

a. Description. At the customer's request, the customer may contract to receive additional volume discounts for the customer's Teleconnect long distance services. The customer may contract on a month-to-month basis or on a long term basis for these discounts. The discount levels will be determined by using the aggregate net dollar volume (after applying existing discounts) of all Teleconnect services, both intrastate and interstate, used by the customer, but the discount will be applied only to those Teleconnect services which are tariffed to receive High Volume Discounts. These discounts will be applied after and in addition to the tariffed High Volume Discounts for each service.

For the Contractual Volume Discount, the discount will vary with the length and year of the contract, as stated in d.

b. Availability. Additional and contractual volume discounts are available to all Teleconnect customers who

subscribe to a long distance plan which is subject to high volume discounts.

c. Rates and Charges. Additional and contractual volume discounts are subject to the following monthly and nonrecurring charges:

Monthly	Nonrecurring
$50.00	$0.00

d. Volume Discounts. The following schedule of volume discounts will apply:

		Volume Discounts Based on Length of Contract		
Net Dollar Volume	Month to Month	1st Year Contract	2nd Year Contract	3rd Year Contract
$ 10,000 - $ 15,000	1%	3%	4%	5%
$ 15,001 - $ 25,000	3%	5%	6%	7%
$ 25,001 - $ 50,000	4%	6%	7%	8%
$ 50,001 - $100,000	6%	8%	9%	10%
$100,001 - $250,000	7%	9%	10%	11%
$250,001 +	8%	10%	11%	12%

* When a customer signs a two or three year contract, the percent of discount will change each year as reflected above.

e. Discontinuance of Service Prior to Expiration of Contract. In the event a customer chooses to discontinue the contract prior to the completion of the term of the contract, the following penalties will apply:

.01 The customer who terminates the contract in the first year must repay 100% of the Contractual High Volume Discount received up to that point.

.02 The customer who terminates the contract in the second year must repay 75% of the Contractual High Volume Discount received up to that point.

.03 The customer who terminates the contract in the third year must repay 50% of the Contractual High Volume Discount received up to that point.

DIALED NUMBER IDENTIFICATION SERVICE

Dialed Number Identification Service is subject to the following monthly and nonrecurring charges:

Monthly	Nonrecurring	Change Charge
$0.00	$500.00	$50.00/request

DIRECTORY ASSISTANCE (DA) SERVICE

An undiscountable charge of $1.99 per call will apply to each call requesting Directory Assistance for numbers in the United States. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator. In the event that a DA operator is unable to provide the requested number, the charge for the call will still apply. When a customer reports that an incorrect number has been provided by the DA operator (including the number requested, the number provided, and the reason the number is incorrect), a credit for the amount of the charge per call will be granted.

HELLO CALIFORNIA

RATES

a. Day Rates

Initial Minute Rate	Add'l Minute Rate

$0.2700	$0.2700

b. Evening Rates

Initial Minute Rate	Add'l Minute Rate
$0.1300	$0.1300

c. Night/Weekend Rates

Initial Minute Rate	Add'l Minute Rate
$0.1100	$0.1100

OPTIONS
HELLO CALIFORNIA is available with the *USA Card service as an enhancement. The rates and charges for the *USA Card are found in this catalog schedule.

COMBINATION WITH OTHER SERVICES
HELLO CALIFORNIA may be combined with 800 Personal Hotline. Customers who purchase combined services will not be required to meet the monthly minimum usage set forth below. The customer is obligated to pay the tariffed usage rates as specified in the 800 Personal Hotline section of this catalog schedule.

RATES AND CHARGES - MONTHLY AND NONRECURRING
The monthly and nonrecurring charges applicable to interstate service allows the customer to utilize intrastate service at no additional charge.

MINIMUM USAGE CHARGE
HELLO CALIFORNIA customers will be charged the greater of $5.00 per month or the cumulative message charges for the month. Non-jurisdictional calling charges contribute to the $5.00 monthly minimum.

RATES APPLICABLE ON CERTAIN HOLIDAYS
For the following holidays the Evening rates are used, unless lower rates would normally be applicable:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

OPTIONAL SERVICES

ACCOUNT CODES

Rates and Charges

a. Variable Length Account Codes. The length of the codes are as follows:

	One-Time Charge	Monthly Recurring Charges
2 Digit	$15.00	$ 5.00
3 Digit	$25.00	$10.00
4 Digit	$50.00	$15.00

b. Rates and Charges. Pricing is determined by the number of divisional and departmental subtotals required ("breaks"). Authorization codes and account codes are priced separately and in addition to corporate billing charges. The customer will be assessed a $10.00 one-time change charge to add in billing detail under this service, and monthly rate and nonrecurring charges as set forth in the following chart:

	Monthly	Nonrecurring

.01	0 - 15 Breaks	$15.00	$ 5.00
.02	16 - 49 Breaks	$25.00	$10.00
.03	50 Plus Breaks	$50.00	$15.00

c. SECURE-CALL Codes.

Predesignated Packages Numbers of Random Codes	Additional One-Time Charges for 2-Digit	3-Digit	4-Digit
25	$10.00	$15.00	---
50	---	$25.00	---
100	---	$35.00	---
200	---	$45.00	---
400	---	$50.00	$ 75.00
600	---	$60.00	$ 85.00
800	---	---	$ 95.00
1000	---	---	$ 100.00

Pricing of larger 4 digit packages are available upon request. Under these circumstances the rates and charges are on an individual case basis.

d. Customized Screened Account Codes. Pricing for Customized Screened Account Codes is as follows:

Additional One Time Charge	$50.00
Change Charge per Request	$10.00

AUTHORIZATION CODES

Rates and Charges. Additional authorization codes are available for a $10.00 one-time setup charge.

MAG TAPE/DISKETTE BILLING

Rates and Charges. Mag tape/diskette billing is available for a $300 one-time setup charge and a $100 monthly rate. The customer has the alternative of a single request for $400.00

MULTIPLE BILLING

Rates and Charges. The customer is charged a $10.00 fee for each multiple bill requested.

SPEED CODES

a. Customers are charged a $25.00 one-time setup charge and a $10.00 monthly rate per packet of 16 Speed Codes.

b. Customers are charged a $50.00 one-time setup charge and a $20.00 monthly rate per packet of 50 Speed Codes.

CHECK SERVICE CHARGE

A check service charge will be assessed for any reason a check tendered by a Teleconnect customer as payment for tariffed service is returned to Teleconnect or is not in acceptable form. The check service charge is $10.00.

NOTES WHICH AFFECT RATES

TIME OF DAY

.01 Day Rates. These rates are applicable from 8:00 a.m. to 5:00 p.m., Monday through Friday with the exception of the holidays listed.

.02 Evening Rates. These rates are applicable 5:00 p.m. to 11:00 p.m. Sunday through Friday.

.03 Night/Weekend Rates. These rates are applicable 11:00 p.m. to 8:00 a.m., Monday through Friday, all day Saturday and Sunday between 8:00 a.m. and 5:00 p.m. as well as 11:00 p.m. to 8:00 a.m.

RATES APPLICABLE ON CERTAIN HOLIDAYS

For the following holidays the Evening rates are used, unless lower rates would normally apply:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

METHOD OF APPLYING RATES

DAYSAVER, DAYSAVER PLUS, MAX-SAVE

The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed.The subsequent seconds are rounded in tenth of a minute increments, with the remaining seconds, if any, rounded up to the next tenth of a minute and are subject to the additional tenth of a minute charge.
Fractional cents, if any, are rounded up to the nearest whole cent.

Smart Minutes

All Smart Minutes calls will be billed in one-minute increments.

SUPERWATS PLUS

The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed. The subsequent seconds are rounded in tenth of a minute increments, with the remaining seconds, if any, rounded up to the next tenth of a minute and are subject to the additional tenth of a minute charge. Fractional cents, if any, are rounded up to the nearest whole cent.

FLEX-SAVE PLUS.
To determine the appropriate charge, each call is rated by the following method.

a. Initial Minute.
The initial whole minute or fraction thereof is subject to the initial minute rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment.
The subsequent seconds beyond the initial increment (first minute for Flex-Save Plus are rounded in tenth of a minute (6 second) intervals with any remaining seconds rounded to the next higher tenth of a minute interval. Those 6-second increments are subject to the precise billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial minute plus the charge calculated for the subsequent 6-second increments determine the previous billing charge for the call. The total amount of the call is rounded up to the nearest whole cent.

SURE-SAVE PLUS
To determine the appropriate charge, each call is rated by the following method.

a. Initial Minute

The initial whole minute or fraction thereof is subject to the initial minute rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment
The subsequent seconds are rounded in whole minute increments, with the remaining seconds, if any, rounded up to the next whole minute, and are subject to the whole billing factor for the appropriate play to which the customer subscribed.

c. Total
The charge calculated for the initial minute plus the charge calculated for the subsequent whole minute(s) determines the whole minute charge for the call. The total amount of the call is rounded up to the nearest whole cent.

DAYSAVER I

a. Whole Minutes. DaySaver I usage (both initial minute and subsequent minute) is measured in whole minute increments.

b. Time of Day. The time of day is used to determine which rate is to be applied to usage.

TRAC and TRAC 2000

To determine the appropriate charge, each call is rated by the following method.

a. Initial Increment. The initial 18 seconds or fraction thereof is subject to the initial 18 second rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment. The subsequent seconds beyond the initial increment for TRAC are rounded in one-tenth minute (6 second) intervals with any remaining seconds rounded up to the next higher one-tenth minute interval. Those one-tenth minute increments are subject to the additional one-tenth minute billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial increment plus the charge calculated for the subsequent increment determines the charge for the call. The total charge is rounded up to the nearest whole cent.

TRAC 800 and 800 TRAC 2000

To determine the appropriate charge, each call is rated by the following method.

a. Initial Increment. The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment. The subsequent seconds beyond the initial increment for TRAC are rounded in one-tenth minute (6 second) intervals with any remaining seconds rounded up to the next higher one-tenth minute interval. Those one-tenth minute increments are subject to the additional one-tenth minute billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial increment plus the charge calculated for the subsequent increment determines the charge for the call. The total charge is rounded up to the nearest whole cent.

HELLO AMERICA

a. Whole Minute. HELLO AMERICA usage (both initial and subsequent minutes) is measured in whole minute increments.

b. Time of Day. The time of day is used to determine which rate is applied to usage.

c. Minimum Usage. The minimum usage level for HELLO AMERICA is $5.00 per month. This minimum usage can consist of interstate usage, intrastate usage, or any combination of interstate and intrastate usage.

* USA CARD

DESCRIPTION

a. Nature of Service. * USA Card is an interexchange telephone service that allows customers to originate calls from any telephone in the state of California and terminate calls to any location within the state of California. Usage charges are based on the distance, duration, and time of day of each call.

b. Dialing Procedure. The method of access consists of the following steps:

1. dialing 1-800-369-9999
2. entering the 14 digit authorization code unique to each * USA Card (i.e. the code will be different than the traditional 7 digit authorization code).
3. entering the called number or star key to access the enhanced services menu following the tone from the automated attendant.

AVAILABILITY

* USA Card is available to any Teleconnect customer on a statewide basis.

RATES AND CHARGES - USAGE

a. Determination of Duration

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone attendant board, private branch exchange console, or enhanced services menu.

.02 chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

b. Calculation of Charge. To determine the appropriate long distance charge, each call is rated using the following method.

.01 The initial minute, or fraction thereof, is subject to the initial minute rate.

.02 The subsequent seconds are rounded in whole minute increments with the remaining seconds rounded up to the next whole minute and are subject to the additional minute rate.

c. Time of Day. The following time periods are applicable to the point of origination.

.01 Day Rates. Day rates are applicable 8 a.m. to 5 p.m. Monday through Friday with the exception of the holidays.

.02 Evening Rates. Evening rates are applicable 5 p.m. to 11 p.m. Sunday through Friday.

.03 Night/Weekend Rates. Night/Weekend rates are applicable 11 p.m. to 8 a.m. Sunday through Friday, all day Saturday and Sunday between 8 a.m. and 5 p.m.

VIRTUAL PRIVATE LINE

Virtual Private Line is a "ring down" service, meaning the customer can only reach a predesignated location or locations. Once the customer lifts the receiver at the originating location the predesignated terminating location will ring.

DIALED NUMBER IDENTIFICATION SERVICE (DNIS)

a. Description. DNIS permits a customer with multiple 800 numbers in the same routing arrangement to identify the specific 800 number which was dialed by the calling party.

Identification is accomplished by outpulsing a set of digits unique to the dialed 800 number. Between one (1) and five (5) digits are outpulsed to the customer premises. The outpulsed number can be (but is not required to be) the last four (4) digits of the 800 number.

b. Availability. DNIS is available to Teleconnect customers who subscribe to a DAL or a T-1 service and when the following conditions are met:

.01 The customer is responsible for providing equipment capable of receiving the outpulsed digits so the 800 number can be identified.
.02 All access lines within the same routing arrangement must be equipped for DNIS.

DIRECTORY ASSISTANCE

a. Description. Directory Assistance (DA) calls provide Teleconnect customers with access to Local Exchange Carrier Directory Assistance operators to provide telephone number lookup. When furnished with a name and locality, the Directory Assistance operator will provide, or attempt to provide, the telephone number or numbers listed in the exchange carrier records associated with the name given.

A maximum of one request for telephone numbers will be accepted per call to the DA operator. A telephone number which is not listed in the DA records will not be available to the customer.

The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number.

The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any other purpose other than provision of DA service.

b. Availability. DA is available to all Teleconnect customers.

TAXES AND FEES CHARGEABLE TO CUSTOMERS

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging) and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; b. terminal equipment sales; c. inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the AT&T (d.b.a. SBC California) tariffs.

a. Adjustments for State, County or Municipality Payments. Now, or at any future time, if the State of California, any county or any municipality possesses or acquires the legal right to impose sales tax, gross receipts tax, excise tax, occupation tax, license tax, franchise tax, permit fee, public service commission fee or other similar tax or fee upon Teleconnect, and has imposed, or imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such state, county or municipality. Such billing shall allocate the tax, fee or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made subject to such tax, fee or charge.

b. California Teleconnect Fund (CTF): Pursuant to Commission Resolution No. T-16742, orders telecommunications carriers to provide a 50% discount to all qualifying entities; school library, Municipal or County Government Owned and Operated Hospital and Health Clinic, Community Based Organization for the following services: all measured business service lines, switched 56 lines, ISDN, DSL, T-1, DS-3 and OC levels up to and including OC 192 services or their functional equivalents upon receiving an accepted application from the qualifying entity.

Applicable to services rendered on and after June 20, 2003.

Payphone Use Charge:* An undiscountable $0.55 per call charge is applicable to calls that originate from any payphone within the state used to access MCI services as follows. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with MCI service, applies for the use of the instrument used to access MCI service and is unrelated to the MCI service accessed from the payphone. Customers of Metered Use Services will be charged the payphone use charge for each call which is placed from payphones within the state. The payphone use charge does not apply to calls placed from payphones phones at which the customer pays for service by inserting coins during the progress of the call; calls using Telecommunications Relay Service; calls originated by customers with qualified hearing or speech impairments who are certified.

* Where billing capabilities exist

HELLO CALIFORNIA

DESCRIPTION

a. Nature of Service. HELLO CALIFORNIA is an interexchange telephone service, by which customers can originate calls from any specified equal access exchange and terminate calls in any intrastate location.

The customer does, however, have the ability to place calls from any telephone in the state using the *USA Card. Applicable usage charges are determined by the duration of the call and time of day the call is placed.

b. Dialing Procedure. Any customer who subscribes to HELLO CALIFORNIA in an equal access area, may access the service by dialing 1 + NPA + NXX-XXXX.

AVAILABILITY
HELLO CALIFORNIA is only offered as an add-on to Teleconnect's interstate HELLO "States" service.

APPLICATION

a. Rate Structure. HELLO CALIFORNIA service has a rate structure which is based on the whole minute rates as listed in this catalog schedule.

b. Determination of Duration

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.

.02 Chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

c. Calculation of Charge

.01 The initial whole minute or fraction there of is subject to the initial minute rate found in this catalog schedule.

.02 The subsequent seconds are rounded in whole minute increments with the remaining seconds rounded up to the next whole minute and are subject to the additional minute rate found in this catalog schedule. The total number of additional minutes is multiplied by the additional minute rate and the product is the charge for subsequent whole minutes of use.

.03 The charge calculated for the initial minute, plus the charge calculated for subsequent whole minute(s) determines the charge for the call. The total amount of the call is rounded up to the

nearest whole cent.

.04 HELLO CALIFORNIA customers will be charged the greater of $5.00 per month or the cumulative message charges for the month. Non-jurisdictional calling charges contribute to the $5.00 monthly minimum.

d. Determination of Time of Day

.01 Day Rates. These rates are applicable from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m. Monday through Friday with the exception of holidays listed in this catalog schedule.

.02 Evening Rates. These rates are applicable from 12:00 noon to 1:00 p.m. Monday through Friday and 5:00 p.m. to 11:00 p.m. Sunday through Friday.

.03 Night/Weekend Rates. These rates are applicable 11:00 p.m. to 8:00 a.m. Sunday through Friday, all day Saturday and between 8:00 a.m. and 5:00 p.m. on Sunday.

SPECIAL EQUIPMENT AND/OR ARRANGEMENTS

For special equipment and arrangements furnished in connection with service, charges equivalent to the estimated cost of furnishing such equipment or arrangements apply. Estimated cost consists of an estimate of the cost of maintenance; cost of operation; depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimate net salvage; administration, taxes and uncollectible revenue on the basis of reasonable average charges for these items; any other specific items of expense associated with the particular situation; and a reasonable amount, computed on the estimated cost installed of any facilities provided for return and contingencies.

CANCELLATIONS AND DEFERMENTS

When a customer cancels or defers an order for service before the service is activated, a charge applies to allow Teleconnect to recover its unrecovered costs including but not limited to engineering, labor, material, and equipment. Charges apply as follows:

a. Cancellation. In a cancellation situation the charge is equal to Teleconnect's unrecovered costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with cancellation. These costs include, but are not limited to, engineering, labor, and nonrecovered material and equipment expense. The amount of cancellation charges shall not exceed the total of all minimum monthly and termination charges which would have applied had the service as ordered been established.

b. Deferment of Start of Service. In a deferment of service situation the following charges apply:

.01 If the request for deferment is received by Teleconnect prior to the date an order for the equipment or service is placed with its supplier--no charge shall apply.

.02 For deferments received by Teleconnect subsequent to the date the order for equipment or service is placed with its supplier, a monthly rate based upon costs incurred prior to the request for deferment applies. The monthly rate equals the deferred investment times the monthly prime interest rate announced by The Merchants National Bank of Cedar Rapids, IA, U.S.A, plus recurring costs resulting directly from the deferral such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering and labor or transportation, shall be billed in total.

Billing shall start at the beginning of the month of deferment and extend to the start of service. Charges shall not exceed the monthly rate which would have applied had the service been established. Teleconnect will charge the customer who defers service any and all rates and charges incurred by Teleconnect for any leased facilities for which Teleconnect is held responsible. Teleconnect will make a good faith effort to minimize those charges whenever possible.

SUMMARY LIST OF CONTRACTS AND DEVIATIONS

None in effect.

RULES

RULE NO. 1 – DEFINITIONS

Authorization Code: The term "authorization code" means a numeric code which identifies an individual or company to be billed for calls charged by authorized users.

Automatic Number Identification: The term "automatic number identification" means a service offered by the local operating company which automatically identifies the telephone number for the line or trunk from which a call is originating.

Breaks: The term "breaks" means the number of divisional or departmental subtotals required under the corporate billing option.

Building: The term "building" means a structure occupied by a customer. Multi-occupant structures will be considered different buildings as to a customer when spaces of that customer are separated by space occupied by others.

Calls: The term "calls" means telephone messages completed by customers or users.

Casual Caller: Denotes any person who uses Company service from an equal access end office who does not have a current account with the Company for services subject to this catalog schedule, to include: (i) any person who has not established an account with the Company who places calls over the Company's network from an equal access area; (ii) any presubscribed customer located in an equal access area who has either voluntarily terminated his Company account or has had his Company account terminated in accordance with the terms and conditions set forth in this catalog schedule; and (iii) new or allocated customers whose accounts are not yet established in the Company's billing system.

Central Office: The term "central office" means a unit in a local utilities telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building.

Commercial Service A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a business or commercial rate in the applicable local exchange service tariff for switched service.

Commission: The term "Commission" means the California Public Service Commission.

Customer
The person, firm, corporation or other entity which orders service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges and for compliance with Teleconnect Company, Inc. tariff regulations. The term "customer" also includes a casual caller (as defined previously in this catalog schedule), person, firm, corporation or other entity that (1) has not presubscribed to Teleconnect Company, Inc. service, but accesses Teleconnect Company, Inc. Dial "1" by dialing the access number 1010826, or any other Teleconnect Company, Inc. carrier identification code, or (2) remains presubscribed to Teleconnect Company, Inc. service after its account is removed from Teleconnect Company, Inc. billing system, subsequently continues to use Teleconnect Company, Inc. network, and is billed

by a local exchange service company in compliance with Teleconnect Company, Inc. tariff regulations. For billing purposes, a customer is considered to be an account. In the Metered Use Services, if a person, firm, corporation or other entity orders the service in more than one Teleconnect Company, Inc. originating city, or requests the assignment of more than one account number in a particular city, each such account is a separate customer for billing purposes.

Customer Premises Equipment: The term "customer premises equipment" means all terminal equipment normally used on the customer's premises owned by the customer, or by the telephone utility or some other supplier and leased to the customer.

Deactivate or Deactivation: The terms "deactivate" and "deactivation" mean the removal of an authorization code from effectiveness.

Dedicated Access Line: The term "dedicated access line" means the line between the customer premise and Teleconnect that does not pass through the switched network of a local exchange utility.

Delinquent or Delinquency: The terms "delinquent" and "delinquency" mean an account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. The term can also relate to a contested bill once the Commission finds the customer's complaint without merit.

Demarcation Point: The term "demarcation point" means the point of connection provided and maintained by the local utility to which existing or new inside station wiring becomes dedicated to an individual customer's use.

Depositor: The term "depositor" means the customer from whom a deposit is required.

Disconnect: The term "disconnect" means the disabling of circuitry preventing outgoing and/or incoming communications from the Teleconnect switch.

Dual Tone Multi-Frequency: The term "Dual Tone Multi-Frequency" means a protocol which uses two distinct frequency tones out of eight possible frequency tones to distinguish a number entered by a customer using a "Touch Tone" type instrument.

Due Date: The term "due date" means the last day for payment without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated "due by," "pay by" or "if paid by" on the customer's bill.

Exchange: The term "exchange" means a unit established by the local exchange utility for the administration of local communication services.

Exchange Service: The term "exchange service" means a local communication service furnished by means of local exchange plant and facilities.

Exchange Service Area or Exchange Area: The terms "exchange service area" or "exchange area" refer to the general area in which the local telephone utility holds itself out to furnish exchange telephone service.

Extended Area Service: The term "extended area service" means telephone service, furnished at local rates, between customers located within an exchange area and all of the customers of an additional exchange area.

Feature Group D: The term "Feature Group D" means the type of access which provides for "1+" customer dialing through the IXC of the customer's choice. FGD is also known as equal access.

Individual Case Basis: The term "individual case basis" means the application of a rate, charge, or condition of the tariff as determined by individual circumstances.

Initial Service Period: The term "initial service period" means the minimum period for which service will be installed and terminated without the application of an initial bill charge. Except as noted, the initial service period is one month from the initiation of service.

Inside Station Wiring: The term "inside station wiring" means wiring located on the premises beyond the demarcation point.

Installation Charge: The term "installation charge" means a nonrecurring charge associated with the installation of certain services or facilities either in lieu of or in addition to recurring monthly rates or service charges or rates.

Interexchange Service: The term "interexchange service" is the provision of intrastate telecommunications services and facilities between local exchanges and does not include EAS.

Interexchange Utility: The term "interexchange utility" means a utility, a resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges. A local exchange utility that provides interexchange service may also be considered an interexchange utility.

Local Exchange Utility: The term "local exchange utility" means a telephone utility that provides local service under a tariff filed with an appropriate state public utility commission. The utility may also provide other services and facilities such as access services.

Local Service: The term "local service" means telephone service furnished between customers or users located within an exchange area.

Local Service Area: The term "local service area" means the area within which are located the lines to which calls may be made under a specified schedule of exchange rates without payment of toll charges.

Local Utility: See "local exchange utility."

Message: The term "message" means "a" telephone call by a customer or user.

Premises: The term "premises" denotes the space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right-of-way, or a natural barrier.

Prorate: The term "prorate" means the basis sometimes used for determining the charge for service furnished for a period less than that used in specifying rates. The pro rata charge for a service for which the rate is specified on a monthly basis is 1/30 of the monthly rate times the number of days service was furnished.

Rates: The term "rates" shall mean recurring amounts billed to customers for regulated services and equipment.

Residential Service A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a residential, non-commercial, or non-business rate in the applicable local exchange service tariff for switched service.

Rotary Pulse: The term "rotary pulse" means the transmission of digital information from a customer's dial to the central office equipment. The numerical value of each digit in the dialed telephone number is determined by the number of on-hook intervals in a train of pulses. The on-hook intervals for each digit are separated by short off-hook intervals, and the digits themselves are separated by relatively long off-hook intervals.

Serving Exchange: The term "serving exchange" means a unit established for the administration of communication services in which Teleconnect holds itself out to provide service. The boundary of the serving exchange for Teleconnect is identical to that filed by the local utility.

Special Dialing Procedures: The term "special dialing procedures" means the dialing procedures which are an exception to the three step procedure. Special dialing procedures are available where a customer is in an equal access area and has registered specific lines with Teleconnect for "1+" dialing. When Teleconnect has been designated as the customer's primary interLATA carrier, and the call is an interLATA call, the call may be dialed in the following sequence:

1 + area code + long distance telephone number.

Suspend: The term "suspend" means temporary disconnection or impairment of service which shall disable either outgoing or incoming communications or both.

Switching Service: The term "switching service" means switching performed for the service lines.

Teleconnect Exchange: The term "Teleconnect exchange" means the serving exchange of the Metropolitan Los Angeles free calling area. Continued service to EAS exchanges may be contingent upon any and all conditions imposed by the tariff or the financial incentives or disincentives imposed by secondary exchange carrier tariffs.

Telephone Utility or Utility: The terms "telephone utility" or "utility" mean any person, partnership, business association, or corporation, domestic or foreign, owning or operating any facilities for furnishing communications service to the public for compensation.

Three-Step Dialing Procedure: The term "three-step dialing procedure" means Teleconnect access number + authorization code + area code + long distance telephone number.

Timely Payment: The term "timely payment" is a payment on a customer's account made on or before the due date shown: (1) on a current bill for rates and charges, or (2) by an agreement between the customer and utility for a series of partial payments to settle a delinquent account.

Toll Message: The term "toll message" means a message made between different exchange areas for which a charge is made.

Toll Rate: The term "toll rate" means the Catalog Schedule charge prescribed for toll messages, usually based upon the duration of the message, the distance between the exchanges, the day and time of the message.

Tone: The term "tone" means a DTMF signal.

Traffic: The term "traffic" means telephone call volume, based on number and duration of calls.

WATS Access Line: The term "WATS Access Line" means the special access line between the customer premise and the WATS serving office.

EXPLANATION OF ABBREVIATIONS

ANI	Automatic Number Identification
BPS	Bits per Second
BPI	Bits per Inch
Cal PUC	California Public Utility Commission
CO	Central Office
CPE	Customer Premises Equipment
DAL	Dedicated Access Line
DDD	Direct Distance Dialing
DTMF	Dual Tone Multi-Frequency
EAS	Extended Area Service
FCC	Federal Communications Commission
FGD	Feature Group D
ICB	Individual Case Basis
LATA	Local Access and Transport Area
LMS	Local Measured Service
OCC	Other Common Carriers
OS	Operating Systems
P.U.C.	Public Utility Commission
WAL	Wats Access Line

RULE NO. 2 - DESCRIPTION OF SERVICE

MAJOR SERVICES

DAYSAVER, DAYSAVER PLUS, AND MAX-SAVE

a. Nature of Service. DAYSAVER, DAYSAVER PLUS and MAX-SAVE Services are interexchange telephone services, which allow customers to originate calls from any specified Teleconnect exchange, as listed in the Tariff, and terminate calls in any intrastate location within the State of California. Usage charges are generally based on the distance, duration and time of day for each call.

b. Dialing Procedure. The DaySaver Plans and MAX-SAVE may be accessed only through the special dialing procedures.

Smart Minutes

a. Nature of Service. Smart Minutes (an add-on to interstate service) is an outbound Residential Service that allows customers to originate intrastate calls via Local Exchange Carrier Feature Group D access lines. A customer may pre-subscribe up to two lines for Smart Minutes or may access the Service by dialing 1010826.*

* If a customer dials 1010826, Smart Minutes rates apply only when a call is placed from a pre-subscribed Smart Minutes phone.

b. Availability Service is available on a limited geographic basis and for customers of certain local exchange carriers.

SUPERWATS PLUS

a. Nature of Service
SUPERWATS PLUS is an interexchange telephone service which allows customers to complete interstate and/or intrastate calls on the same access line. The rates and charges set forth in this catalog schedule are in payment for the usage furnished between the calling and the called stations on California intrastate basis. Other charges, as described in Teleconnect's FCC Tariff No. 1, are also appropriate.

b. Dialing Procedure
SUPERWATS PLUS may be accessed by:

1) 1 + area code + long distance telephone number (for Feature Group D.)

c. Availability
Teleconnect offers intrastate SUPERWATS PLUS Service only as an add-on service to customers who subscribe to Teleconnect's interstate SUPERWATS PLUS Service. It is available under two methods of access; Feature Group D (FGD) and Dedicated Access Line (DAL).

800 SERVICE

a. Nature of Service. 800 Service is an interexchange telephone service which allows a customer to receive calls from any station within the state of California at no toll charge to the calling party. The customer is responsible for all calls placed to the customer's 800 number.

b. Dialing Procedure. The dialing procedure for 800 Service is 1-800-NXX-XXXX, where the NXX-XXXX is the 800 number assigned to the customer.

c. Specific Plans Included in the 800 Service Family.
800 Services are comprised of the following play types:

.01 Profit Line*

.02 Profit Line Plus*

.03 Personal Hotline*

.04 800 SUPERWATS PLUS*

* Profit Line, Profit Line Plus, Personal Hotline and 800 SUPERWATS PLUS are registered Service Marks of Teleconnect Company.

d. Determination of Duration

.01 The duration of a call begins when the connection is established between the calling station and the desired telephone attendant board or PBX console.

.02 The duration of a call ends when the connection is terminated.

.03 The duration of a call does not include time lost because of faults or defects in service.

e. Determination of Time of Day

.01 Day. Daytime rates shall apply from 8:00 a.m. until 5:00 p.m., Monday through Friday.

.02 Evening. Evening rates shall apply from 5:00 p.m. until 11:00 p.m., Monday through Friday.

.03 Night/Weekend. Night/Weekend rates shall apply from 11:00p.m. until 8:00a.m., Monday through Friday. Saturday and Sunday applies to all day.

f. Availability. Teleconnect only offers its individual intrastate 800 services only as add-ons to Teleconnect's interstate 800 services.

OPERATOR SERVICES

a. APPLICABILITY
Operator Services applies to all interexchange telephone services messages made between two or more points within the State of California.

b. DESCRIPTION
Operator Services provides telecommunications on an intrastate basis to the customer. Operator Services charges cover the service furnished between the calling and called stations of service points, this includes all methods of originating and terminating operator services calls.

c. PROVISION OF SERVICE
Operator Services is available to and from customers of other carriers and telephone utilities with an arrangement for interchange of telephone traffic. This service is furnished through interconnecting equipment and local connecting facilities.

d. TYPE OF SERVICE

.01 Customer Dialed Calling Card Station Service - The customer dialed calling card station rate applies when the person originating the call:

(a) Dials zero (0) plus the desired number and the commercial credit card or Local Exchange Utility calling card number (where equipment is available) to complete the call without

operator assistance, or

(b) Dials zero (0) plus the telephone number to complete the call. In such, cases operator assistance is limited to recording the commercial credit card or Local Exchange Utility calling card number for billing purposes, or

(c) Inserts a commercial credit card or Local Exchange Utility calling card into a telephone equipped card reader (where equipment is available), dials zero (0) plus the called telephone number to complete the call without operator assistance.

.02 Operator-Handled Station Service - An operator-handled station rate applies when calls are completed with the assistance of an operator (except in f. below).

.03 Operator-Handled Person Service - An operator-handled person rate applies when:

(a) A calling person names the particular party to be reached by an operator, including such a call paid for by coin deposit. The party may be.

- A person.
- A mobile station.
- A station, department or office reached through a PBX attendant.

(b) The calling party cannot speak to the intended person or station, but agrees to speak to someone else.

(c) The calling party requests an operator to make arrangements with a person to receive a call at a specified time.

e. TIMING OF CALLS

On customer dialed calling card station and operator-handled station, the timing of a call begins when the calling and called stations are connected.

On Person calls, the timing of a call begins when the calling party is connected to a specified person, number, or an agreed-upon alternate.

The timing for all calls ends when the calling party hangs up the telephone. If the called party hangs up, but the calling party does not, the timing of the calls ends when the automatic timing equipment or the Company operator releases the network connection.

The timing of a call does not include time lost because of service faults or defects that are reported to the Company.

f. COLLECTION OF CHARGES

Charges for all Teleconnect Operator Services messages are billed to the calling telephone number, except where the message are billed to:

.01 The called party as a collect call, and the charge is accepted by the called party. This does not apply if the called number is a coin telephone. In this case, the charge may be accepted, but must be billed to a commercial credit card or Local Exchange Utility calling card number or third number which the called party is authorized to use, otherwise the called party must originate a new call.

.02 A third telephone number, except a coin telephone number, which the calling party is authorized to use, anywhere in the United States or Canada.

.03 A commercial credit card or Local Exchange Utility calling card account when the party requesting such billing is authorized to use such a card. In order to control fraud, the Company may refuse to accept calling cards which it determines to be invalid.

.04 Call Authorization

(a) To ensure billing is authorized, verification is made by the Company on all collect calls and periodically on third number calls.

(b) A call is authorized if the customer accepts the call, either by a live response or an answering device recording which states that calls are accepted, or if the billing is accepted by the customer.

(c) Calls that have been placed but are found to be unauthorized, will be rebilled to the number where the call originated.

g. PAYMENT OF CHARGES
The customer is responsible for payment of all charges for operator services furnished. This responsibility includes charges for all:

a. Messages originated at the customer's number.

b. Collect messages accepted at the customer's number.

c. Authorized messages billed to the customer's number.

d. Authorized messages billed to the customer's Local Exchange Utility calling card or commercial credit card.

OPTIONAL SERVICES - DESCRIPTION

ACCOUNT CODES

a. Description.

01. General. An Account Code Package is a service providing the customer with control, within prescribed limits, over the format of the bill. Account Codes can vary in length between two and four digits and are used by the customer to identify charge-back accounts and/or individuals.

02. Variable Length Account Codes. The customer may choose between three Account Code package sizes.

If this service is ordered, the customer must enter a valid Account Code at the end of the normal dialing sequence to complete a call.

When codes are ordered without the screened function, any digit meeting the package's parameters can be entered and will be registered as valid. Teleconnect is not responsible for invalid assignment of usage to a valid code.

03. "SECURE-CALL" Codes.

(a) General. In addition to subscribing to a variable-length Account Code package, the customer may request that the codes be "screened." The process of screening account codes is called SECURE-CALL Service. SECURE-CALL Service packages have certain specific codes within the parameters of the package invalidated. If one of these invalidated Account Codes is used in an attempt to place a call, the call will not be completed. Again, Teleconnect is not responsible for invalid assignment of usage to a valid code. Charges for screened accounts codes are in addition to charges for the initial account code package.

(b) Packaging. Predetermined packages of randomly selected 2, 3 and 4 digit account codes are available. Valid Codes can range from 25 to 1,000 codes for screened accounts.

04. Customized Screened Account Codes. Instead of using a predetermined package, customers

are allowed to have specific account codes validated or invalidated according to their unique needs or wants. In this case the special packages of account codes are called Customized Screened
Account Codes.

The customer must first subscribe to Account Codes and pay the premiums for SECURE-CALL Codes in order to receive Customized Screened Account Codes.

SPEED CODES

a. Description. Speed Codes are 3-digit codes representing frequently called long distance numbers. They are provided in packets of 16 Speed Codes, or, in limited instances, in packets of 50 Speed Codes.

b. Fifty packet Speed Codes are available only to customers accessing the Teleconnect system with a DAL. Customers are limited to one Speed Code packet per authorization code.

AUTHORIZATION CODES

a. Description. Service under all plans includes one Authorization Code at no additional charge. Additional authorization codes may be supplied on request at an additional charge.

b. Availability. Any Teleconnect customer can purchase additional authorization codes.

CORPORATE BILLING

a. Availability. Corporate Billing is available to all customers having Authorization Codes and/or Account Codes.

MULTIPLE BILLING

a. Description. At a customer's request, multiple copies of that customer's bills will be furnished.

b. Availability. Multiple billing is available to any Teleconnect customer.

MAG TAPE/DISKETTE BILLING

a. Description

.01 Teleconnect will provide billing information and call detail on magnetic tape or diskette.

.02 Magnetic tape or diskette billings will be provided in the following formats:

(a)	Tape	-	1600 or 6420 bpi
		-	9 track
		-	standard OS labels or unlabeled
		-	IBM EBCDIC
(b)	Diskette	-	IBM 8-inch double sided double density
		-	floppy diskette
		-	Basic Exchange Format

b. Availability. Mag tape/diskette billing is available to all Teleconnect customers.

RULE NO. 3 – APPLICATION FOR SERVICE

Teleconnect does not differentiate between a business or residential customer in any manner.

Information Required. When applying for interexchange service each prospective customer will be required to furnish Teleconnect the following information:

.01 Name of the party who will be responsible for payment for the interexchange service provided.

.02 Address or exact location of the premises where interexchange service is to be provided and billed.

.03 Any information required to make a proper determination of appropriate credit worthiness. Copies of different application forms are shown on page 92-T and page 93-T.

Selection of Service Type. Teleconnect offers several different types of service. Each is set forth separately in this catalog schedule. The customer is responsible for the selection of the service and the options.

Change of Service. The customer may change the service received and transfer to another service otherwise available to them. In such a case the customer will receive a credit against any one-time set-up fees for the new service in the amount of any one-time set-up fees paid upon the origination of the service being discontinued. If the one-time set-up fees for the new service are less than the one-time set-up fees for the service being discontinued, the customer shall pay no one-time set-up fee for the new service but shall not otherwise be entitled to any credits or remission from charges.

Additional Lines Required. When Teleconnect's interexchange service to the public is impaired by a customer's use of telephone service, Teleconnect shall have the right to require the customer to contract for and properly attend as many additional telephone lines as needed to adequately serve the customer's requirements, or to discontinue the service of the customer in question.

TRANSFERS OF SERVICE/RESPONSIBILITY FOR CHARGES ASSOCIATED WITH REQUESTED AUTHORIZATION CODES

Transfers. Transfers of service are not allowed. Service can be expanded to include use by the new spouse of an existing customer.

Requested Authorization Codes. When a customer requests that service be established by means of a specific, previously used authorization code or codes, all ongoing rates and charges associated with such code or codes will be made known to the prospective customer. Assignment of the code or codes to the prospective customer will be contingent upon the customer's acceptance of responsibility for all such ongoing rates and charges.

RULE NO. 4 – CONTRACTS

At present, Teleconnect serves no end-user customers via contractual agreements.

Teleconnect does hold itself out as acting as a carrier's carrier with other parties engaged interexchange service. Under these circumstances, Teleconnect does not hold itself as the responsible carrier to the end user customer. Instead, our obligations are to the carrier with whom Teleconnect has contracted. Under no circumstances should end-user parties served in such an arrangement be viewed as Teleconnect customers.

If and when other utilities provide Teleconnect with facilities and impose individual case basis installation charges or contracts requiring basic termination liabilities, Teleconnect will pass these obligations on to those customers who make use of such facilities. Teleconnect will use the same type of instruments of obligation with the customers as the utility providing the facilities imposes on Teleconnect.

Service may be terminated prior to the expiration of the initial service period may be terminated at the end of a billing period, without charge except for payment of all rates and charges due for service which has been already furnished.

RULE NO. 5 – SPECIAL INFORMATION REQUIRED ON FORMS

Teleconnect requires its prospective customers to provide all information shown on any form Teleconnect submits to a prospective customer. Also, the applicant will need to provide any additional information necessary to perform a credit check. Finally, Teleconnect may demand written clarification or written support of contested facts concerning any aspect of the customer's application.

RULE NO. 6 – ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

Teleconnect reserves the right to examine the credit record of all applicants and customers.

Teleconnect may examine the credit profile/record of any applicant prior to accepting the subscription order. Negotiation of customer's advance payment shall not in itself obligate the carrier to providing services, if a later check of applicant's credit record is, in the opinion of Teleconnect contrary to the best interest of Teleconnect. In the event Teleconnect denies an applicant, then the applicant shall be notified in writing and refunded any monies paid within five days, or upon notification by the carrier's bank that applicant's check (if previously deposited) has been paid by applicant's bank.

RULE NO. 7 – DEPOSITS

APPLICATION OF DEPOSITS

a. A carrier may require a deposit to establish or re-establish service if and only if an applicant for service is unable to demonstrate acceptable credit to the satisfaction of the carrier. Failure to provide a social security number shall not be cause for requiring a deposit. A carrier may not require for its own benefit a deposit for services provided by another carrier, or refuse to accept a deposit in lieu of demonstrating satisfactory credit.

b. Amount. The amount of the deposit shall not be more than the total of two months tariffed services. The amount of tariffed services may be estimated from past toll usage, customer estimated anticipated usage or Teleconnect network average toll usage considering type and nature of service. The amount of deposit may exceed this total when service is provided for short periods of time or special occasions.

c. Existing Customer. An existing customer may be required to make a deposit or to increase a deposit presently held when a deposit is inadequate to cover two months interexchange service, interex- change usage is abnormal or the customer's credit is impaired. Service may be disconnected unless the new or additional deposit is made within 12 days after written notification.

d. Abnormal Usage After Six Months. For customers with at least six consecutive months of service, abnormal usage of interexchange service is defined as at least a twenty-five percent increase in monthly interexchange charges amounting to at least twenty dollars. The customer's average monthly interexchange bills for not less than the prior three months shall be used in determining the increase.

e. Abnormal Usage Before Six Months. For customers with less than six consecutive months of service, abnormal usage of interexchange service is defined as when one month's interexchange service exceeds the deposit attributable to interexchange service by at least twenty-five percent, amounting to at least twenty-five dollars.

f. Handling of Deposits. Deposits shall be sent to: Teleconnect Company, 500 Second Avenue S.E., Cedar Rapids, Iowa 52401. Teleconnect will maintain records which show the name and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Unclaimed deposits together with accrued interest shall be credited to an appropriate account and shall be disposed of in accordance with the law.

g. Receipts. A receipt of deposit will be furnished to each customer from whom a deposit is received. Upon customer request, duplicate receipts will be provided to customers who have lost their receipt if the deposit is

substantiated by Teleconnect's records.

h. Customer Obligations. The fact that a deposit has been made in no way relieves the customer from complying with Teleconnect's regulations as to the prompt payment of bills.

i. Interest. Deposits shall earn on the monthly, unused balance not less than simple annual interest based on the three-month financial commercial paper rate published by the Federal Reserve Board, on November 30th, of the prior year.

j. Refund or Credit. The deposit shall be refunded or credited to the customer after not more than twelve consecutive months of prompt payment. Within thirty days of issuance of the final bill, the amount of the deposit plus any accrued interest is credited to the customer's account and any credit balance is refunded.

k. Re-establishment of Deposit. If the customer is delinquent one or more months during any twelve month period, Teleconnect may implement or re-implement a deposit as set forth in this catalog schedule.

ADVANCE PAYMENTS

a. Applicants. Applicants for interexchange service who are required to make a deposit may be required to pay in advance of installation any service connection or installation changes.

b. Existing Customers. Existing customers who apply for additional interexchange service or changes in their existing service may be required to make advance payments, as described above, when the customer does not meet Teleconnect's credit standards or a sufficient credit history is unavailable.

RULE NO. 8 – NOTICE OF DISCONNECTION OF SERVICE

DISCONNECTION

Teleconnect disconnects in the manner described in RULE 11.

RULE NO. 9 – RENDERING AND PAYMENT OF BILLS

BILLS

a. Regular Bills. Regular customer bills are issued monthly. Each bill contains the dates included in the billing period, dates for service charges associated with work performed and the last date for timely payment. Bills include the amount the customer is charged, stated by category, sales tax and excise tax, with separate entries for total amounts current or in arrears.

b. Customer Requested Adjustments. Reasonable customer requested adjustments to monthly bills may be made if the customer brings the desired adjustment to Teleconnect's attention within 60 days of issuance of the bill. Teleconnect reserves the right to extend the period for adjustments beyond the 60 day period if, in Teleconnect's judgment, the situation so warrants.

TERMS AND CONDITIONS

Service is provided and billed on the basis of a minimum period of at least one month beginning on the date that billing becomes effective, and continues to be provided until the customer requests cancellation or until Teleconnect disconnects service pursuant to the provisions of this catalog schedule.

PAYMENT FOR SERVICE

The rates specified in this catalog schedule are generally rates based on usage, billed monthly, and generally payable in arrears except as otherwise provided.

All customers shall be permitted to have a last date for timely payment changeable for cause in writing. Such a

change will become effective when acknowledged by Teleconnect. Until acknowledged, no change in date of timely payment is recognized by Teleconnect.

Customer payments are considered prompt when received at Teleconnect or its agent by the due date on the bill. The due date is 20 days after the bill is rendered and may be designated "due by," "pay by," or "if paid by" on the customer bill. Any customer not paying within 20 days is considered delinquent.

Teleconnect does not assess a late payment charge expt for forfeiture of High Volume Discounts (including multi-location discounts) as applicable to any service. In such cases, the late payment charge is forfeiture of the High Volume Discount applicable to all calls. This late charge will be assessed beginning with the first delinquent payment in any twelve month period. Teleconnect may request payment upon issuance of a final bill when service is terminated at the customer's request. For all other bills, payment will not be requested until the due date.

The customer is held responsible for all charges for services furnished at the customer's request and for all toll service furnished. Failure to receive a bill does not exempt the customer from prompt payment of the account. It is the customer's responsibility to contact Teleconnect when no bill is received.

Except as provided elsewhere in this catalog schedule, the rate for a fractional part of a billing period is a pro rata share of the rates for a full billing period as specified in this catalog schedule. If the prorating indicates a refund is due, the refund is applied as a bill credit.

PAYMENT

Bills may be paid by mail or in person at the sales office of Teleconnect. All charges for service are payable only in United States Currency. Payment may be made by cash or check. A penalty charge of $10.00 will apply on all returned checks.

LATE PAYMENT

a. Legal Fees, Costs. The customer is liable for any legal fees incurred by Teleconnect in the process of collecting a past-due amount. The amount of these fees can be determined by officers of the court if the proceedings are fully litigated. If the customer acquiesces to Teleconnect's demand for payment before a judgment is rendered, Teleconnect will bill the delinquent customer for costs incurred to that point. The customer is entitled to a statement of legal fees that are being assessed.

b. Customer Deposits. Teleconnect will apply a customer's deposit on file toward that customer's delinquent payment amount.

c. High Volume Discount. DaySaver Plus and SUPERWATS PLUS customers who submit delinquent payments shall forfeit the High Volume Discount as specified in this catalog schedule.

INITIAL SERVICE PERIODS AND TERMINATION OF SERVICE

Subscribers may cancel without termination fees or penalties any new tariffed service or any new contract for service within 30 days after the new service is initiated. This Rule does not relieve the subscriber from payment for per use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on the customer’s premises (such as wiring or equipment installation) before the subscriber canceled.

OTHER COMPANIES' CHARGES

Teleconnect is not in all cases responsible for local telephone charges incurred by the customer in gaining access to the carrier's network. Only when Teleconnect is the designated agent of the customer for ordering DALs, WALs, etc. does such an obligation exist.

PAYMENT FOR USAGE

Usage is billed in arrears.

RULE NO. 10 – DISPUTED BILLS

All disputed charges for any telecommunications service are subject to a rebuttable presumption that the charges are unauthorized unless there is (i) a record of affirmative subscriber authorization; (ii) a demonstrated pattern of knowledgeable past use; or (iii) other persuasive evidence of authorization.

CUSTOMER COMPLAINTS

A customer or prospective customer may initiate a complaint with Teleconnect on any relevant matter by telephone, in person, or in writing directed to Teleconnect at any of its offices. Teleconnect's response to the complaint will generally be in the same form used by the customer. However, Teleconnect may respond to written complaints by telephone or personal visits when it believes such communications will be effective in resolution of the issues.

The customer may at any point during resolution of the complaint seek review by a supervisor or manager. If the customer is still not satisfied, the nature of the complaint with sufficient detail to afford an investigation should be documented and addressed to: Director of Customer Service, Teleconnect Company, 500 Second Avenue S.E., Cedar Rapids, Iowa 52401.

In the event of a billing dispute between the customer and Teleconnect for services furnished to the customer which cannot be settled to their mutual satisfaction, the customer may appeal to the Commission for its investigation and decision. The addresses of the California Public Utilities Commission are (1) 505 Van Ness Avenue, San Francisco, California 94102, and (2) State Office, 107 South Broadway, Los Angeles, California 90012.

RULE NO. 11 – DISCONTINUANCE AND RESTORATION OF SERVICE

DISCONNECTION OF SERVICE

Teleconnect will follow the appropriate state requirements.

a. Without Prior Notice. Interexchange service may be refused or disconnected without prior notice by Teleconnect for the following reasons:

.01 In the event of a condition on the customer's premises determined by Teleconnect to be hazardous.

.02 In the event of customer's user in such a manner as to adversely affect Teleconnect's facilities or Teleconnect's service to others.

.03 In the event of tampering with facilities leased or owned by Teleconnect.

.04 In the event of interexchange service being used by a customer in connection with a plan or contrivance to secure a large volume of interexchange calls to be directed to such customer or the telephone service of any designated customer at or about the same time, resulting in preventing, obstructing, or delaying the interexchange service of others.

.05 In the event of unauthorized use following the disconnection of service for any of these reasons, Teleconnect will notify the telephone customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where a customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

b. With Prior Notice. Service can be disconnected with prior notice for the following reasons:

.01 In the event the customer is indebted to Teleconnect for the same type of telephone service previously furnished.

.02 In the event the customer supplied false or inaccurate information of a material nature in order to obtain telephone service.

.03 For failure of the customer or prospective customer to furnish service equipment, permits, certificates, rights of way necessary to obtain service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon him or her as conditions of obtaining service by a contract filed with and subject to the regulatory authority of the Commission.

.04 For failure of the customer to permit Teleconnect reasonable access to its facilities on the customer's premises.

.05 For nonpayment of a bill, where a reasonable attempt has been made at collection, except bills for: merchandise purchased from Teleconnect or a different class of service.

.06 For nonpayment of deposit as specified.

.07 In the event the service is or is likely to be used for unlawful purposes.

.08 Any other violation of the conditions governing the furnishing of service.

.09 For violation or noncompliance with Teleconnect's rule on file with the Commission, the requirements on any municipal ordinance, regulation or law pertaining to the service.

c. Notice. For disconnection with prior notice, written notice of a pending disconnect will be rendered five days prior to the disconnection. The notice will include all reasons for the disconnect and the final date by which payment is to be made or specific action taken. The notice will include a toll-free number where a customer can obtain additional information. A notice of disconnect based upon nonpayment will not be issued until the bill becomes delinquent. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

d. Unusual Circumstances. In unusual credit circumstances or abnormal usage of service which would result in undue revenue loss, disconnection may occur prior to the expiration of the seven-day notice.

e. Time Restrictions on Disconnection. Except as provided for disconnect without prior notice or in unusual credit circumstances or abnormal usage of service, no calls will be disconnected on the day preceding or the day on which Teleconnect is closed. Service will not be disconnected on a weekend, holiday, or after 2 p.m. unless service can be reconnected the same day.

SUSPENDED SERVICE

Teleconnect may suspend service when a customer is delinquent in payment. Teleconnect will issue the same five-day notice for suspension of service as is issued for termination of service. If Teleconnect and the customer cannot resolve payment of the delinquent bill, service may be terminated without any additional notice, and without service being reestablished.

DEACTIVATION OF SERVICE

If a customer's Teleconnect service is unused for a period of six consecutive months, the customer's authorization code may be deactivated. Deactivation of an authorization code under this section will be done only upon five days notice to the customer. Service will be restored by issuance of a new authorization code without charge upon subsequent written request of the customer.

PAYMENT TO HAVE SERVICE RESTORED

The maximum payment required for restoration of service that existed prior to disconnection shall be the total past-due amount, applicable charges, an Advance Payment and Deposit as specified elsewhere in this catalog schedule and where permitted by state tariff, a restoration of service charge.

RESTORAL OF SERVICE CHARGE

If a subscriber has had service disconnect involuntarily and has been properly noticed, Teleconnect may assess a reasonable restoral of service charge to reconnect service. The restoral of service charge will be applicable in an amount up to $50.00.

RULE NO. 12 – OPTIONAL RATES AND INFORMATION TO BE PROVIDED TO THE PUBLIC

In the event of adoption by the carrier of new or optional schedules of rates, the carrier will advise its customers through bill stuffers that they are available.

A copy of this catalog schedule and advice letters will be available for public inspection in the carrier's sales office during regular business hours.

The carrier will post in a conspicuous place in its business office, a notice to the effect that a copy of this catalog schedule and advice letters as filed with the Cal. P.U.C. are available for public inspection.

TEMPORARY SERVICE

Temporary service or service to speculative projects will be provided if consistent with the best interest of Teleconnect. Rates and conditions for such service will be those published in this catalog schedule. Any customer paying the normal subscription fees shall be eligible to utilize the service.

From time to time Telecom*USA may provide certain special, temporary promotional offerings to its customers. These offerings may be limited to certain dates, times and locations.

RULE NO. 14 – CONTINUITY OF SERVICE

GENERAL

Teleconnect offers its services 24 hours a day, seven days a week, 365 days a year.

LIABILITY

a. Limitation. The liability of Teleconnect for damages to any party arising out of mistakes, omissions, interruption, delays, errors, or defects in transmission occurring in the course of furnishing service or facilities shall in no event exceed an amount equivalent to the metered rate charged by Teleconnect for the defective call or, for nonmetered services, the proportionate rate to the customer for the period of service during which mistake, omission, interruption, delay, error, or defect in transmission occurs.

b. Out of Service Conditions. Teleconnect shall make all reasonable efforts to prevent out of service conditions. An out of service condition exists when Teleconnect facilities, either leased or owned, are either not functioning or are malfunctioning such that the customer can complete no interexchange calls on the Teleconnect network or such that the quality of transmission of all calls on the Teleconnect network is degraded below the minimum acceptable standard.

c. Out of Service Adjustment. In the event of an out of service condition which is not due to the negligence or willful act of the customer and which is due to the failure of a Teleconnect-owned or leased facility, a pro rata adjustment will be made of any fixed monthly or annual rates for the service affected by said out of service conditions as follows:

.01 The out of service period will be considered to begin at the time the customer first notifies Teleconnect of the service outage. If, in the judgment of Teleconnect, circumstances prevent a customer from notifying Teleconnect of an out of service condition, the requirement for notification to Teleconnect may be waived, in which case the out of service period will begin with the time at which the out of service condition is first known to Teleconnect.

.02 When the out of service period extends beyond twenty-four (24) hours, the charges for the service affected will be voluntarily adjusted on a pro rata basis for the duration of the service outage.

.03 When an out of service condition continues for a period of less than twenty-four (24) hours, adjustments for such outages will be made if in the opinion of Teleconnect circumstances so warrant.

d. Customer Equipment. Teleconnect shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission or other injury, which is caused by customer provided equipment or non-Teleconnect services being used in conjunction with Teleconnect service. It shall be the customer's responsibility to ensure that the customer premises equipment is compatible with the service furnished by Teleconnect.

e. Voice Grace Service. Unless an application is specifically guaranteed by Teleconnect, Teleconnect shall not be liable for damages arising out of the use of the Teleconnect network for the transmission of other than voice grade service.

RULE NO. 15 – EMPLOYEE SERVICE

Employees of Teleconnect receive no special rates or discounts.

RULE NO. 16 – SERVICE CONNECTION AND FACILITIES

INTERCONNECTION WITH OTHER CARRIERS

Service furnished by Teleconnect may be connected with services or facilities of another participating carrier or may be provided over facilities solely provided by local utilities and/or interexchange carriers other than Teleconnect. Service furnished by Teleconnect is not part of a joint undertaking with such other carriers.

MAINTENANCE AND REPAIR

a. Customer Liability. The customer shall be responsible for damages to Teleconnect's leased or owned facilities caused by the negligence or willful act of the customer or those using Teleconnect service through the customer. The customer or those using Teleconnect service through the customer may not alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, or permit others to alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, any Teleconnect facilities except upon written consent of Teleconnect.

b. Leased or Owned Facilities. The customer's obligation to Teleconnect is the same whether the facilities involved are Teleconnect-owned facilities or are facilities leased by Teleconnect from another party. If Teleconnect incurs expenses due to the customer's actions which result in damage to or impairment of Teleconnect leased facilities, Teleconnect will pass through to the customer any and all expense which the owner of the facilities imposes on Teleconnect.

c. Limitation on Liability. Teleconnect should have no liability for any damage resulting from actions prohibited under this catalog schedule, including but not limited to:

.01 Lawsuits or other legal action

.02 Damage caused by abnormal voltage

.03 Fire

.04 Medical expense, lost wages, and other expenses for injured personnel

.05 Damage to C.P.E. or inside wiring

.06 Damage to the customer's premise

.07 Any and all other losses suffered by the customer

RULE NO. 17 – MEASUREMENT OF SERVICE

DETERMINATION OF DURATION

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.

.02 Chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

Teleconnect's typical connection is an FGD and therefore, does receive hard-wire voice detection for one plus calls placed over its network.

In those limited cases where hard-wire voice detection is not available, Teleconnect makes use of software voice detection and, therefore, has confidence in our ability to measure usage.

RULE NO. 18 – METER TESTS AND ADJUSTMENT OF BILLS FOR METER ERROR

Rule not applicable.

RULE NO. 19 – SUPPLY TO SEPARATE PREMISES AND RESALE

Rule not applicable.

RULE NO. 20 – LIMITATIONS

AVAILABILITY OF FACILITIES, REQUIREMENTS OF SUPPLIERS

Service is offered subject to the availability of facilities, both leased and owned; the requirements imposed by facility based carriers and their tariffs, and the provisions of this catalog schedule.

FORCE MAJEURE

Teleconnect reserves the right to discontinue furnishing service upon written notice when necessitated by events or circumstances beyond its control or when the customer is using the service in violation of the provisions of the Tariff or in violation of the law.

RULE NO. 21 – USE OF SERVICE FOR UNLAWFUL PURPOSES

The services tariffed are furnished subject to the condition that they will not be used for any unlawful purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If Teleconnect receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it will either

discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

RULE NO. 22 – AFFILIATIONS

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

RULE NO. 23 – INDEMNIFICATION

INDEMNIFICATION

The customer indemnifies and saves Teleconnect harmless against all claims arising out of any act or omission of the customer in connection with services provided by Teleconnect, including but not limited to:

.01 Claims arising from the content or use of material transmitted over its facilities, including claims for libel, slander, or infringement of copyright.

.02 Claims for infringement of patents arising from the use of Teleconnect services in connection with the facilities, apparatus, or systems of the customer.

RULE NO. 24 – UNAUTHORIZED USE

UNAUTHORIZED USE

Any individual who uses or receives Teleconnect service, other than under the provisions of an accepted application for service and a current customer relationship, shall be liable both for the tariffed cost of the service received and for Teleconnect's costs of investigation and collection.

RULE NO. 25 – RESERVED FOR FUTURE USE

RULE NO. 26 – RESERVED FOR FUTURE USE

RULE NO. 27 - BACKBILLING PROCEDURE

A bill shall not include any previously unbilled charge for service furnished prior to three (3) months immediately preceding the date of the bill.

The following are exceptions which would allow backbilling beyond the prior three months:

1) Collect Calls

2) Credit Card Calls

3) Third Party Calls

4) "Error File" Calls (calls which cannot be billed due to the unavailability of complete billing information to the LEC).

11) Backbilling for a period of one and one-half (1-1/2) years will be permitted in cases involving toll fraud.

RULE NO. 28 – CANCELLATION AND RESTORATION OF SERVICE

A. CANCELLATION

1. CANCELLATION OF SERVICE BY A CUSTOMER

.01 If a customer cancels his order for service before the service begins, before completion of the minimum period or before completion or some other period mutually agreed upon by the customer and MCI, a charge will be levied upon the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by MCI and not fully reimbursed by installation and monthly charges. If, based on an order by a customer, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by the customer.

.02 If an order for installation is delayed for more than 30 days beyond the due date, and such delay is not requested or caused by the customer, the customer may cancel the order without incurring cancellation charges.

2. CANCELLATION FOR CAUSE BY MCI

.01 MCI may discontinue the furnishing of any and/or all service(s) to a customer, without incurring any liability:

.011 Immediately and without notice if MCI deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, MCI may discontinue service pursuant to this sub-section A.2.011 if:

.0111 The customer refuses to furnish information to MCI regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or

.0112 The customer provided false information to MCI regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of MCI service(s); or

.0113 The customer states that it will not comply with a request of MCI for security for the payment for service(s) in accordance with Rule No. 7; or

.0114 The customer has been given written notice by MCI of any past due amount, which remains unpaid in whole or in part, for any of MCI's other common carrier communications services to which the customer either subscribes or had subscribed or used; or

.0115 The customer either (1) accesses MCI service by dialing 1010222, or any other MCI carrier identification code, or (2) having (T) presubscribed to MCI's Dial "1" Long Distance Service (Option A), has had its account(s) canceled and has been removed from MCI's billing system and is being billed for its subsequent use of MCI's network by the local exchange carrier, and either refuses to pay when billed for MCI service(s) or indicates to MCI or its billing entity that it will not pay for MCI services(s) used by it.

RULE NO. 29 – USE OF SERVICE FOR RESIDENTIAL AND SMALL BUSINESS CUSTOMERS

1. Effective February 1, 2009, the Company will no longer offer long distance service to new customers in areas in which local exchange service is provided by any subsidiary or affiliate of Verizon not subject to this tariff. Customers currently subscribed to Company service will no longer be able to move, add to, or change the service to which they are subscribed, except that customers may switch to a different Company service for which they are eligible if they wish. All residential and small business end users will continue to be able to access the Company network and will be subject to this tariff on a non-presubscribed basis, e.g. collect calling, "dial around" services, or where their local exchange carrier installs the Company as the long distance PIC without the customer directly signing up with the Company for any calling plan.

TITLE SHEET

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

EFFECTIVE 12/05/11

_____

CHANGE SHEET

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

Revisions to Catalog Schedule No. 1, Effective 12/05/11

Page: 13

Grandfathering of credit card billing option for operator services.

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PRELIMINARY STATEMENT

This catalog schedule contains all effective rates and rules together with information relating to, and applicable to Teleconnect's Services.

Teleconnect Services also provides interstate telecommunications service within the United States.

Effective August 1, 2001, pursuant to the direction of the Federal Communications Commission (FCC), Teleconnect is canceling its federal tariffs for services with certain exceptions, including those pertaining to exchange access, casual calling, and basic long distance service during a 45-day period for customers who sign up for Teleconnect service with a Local Exchange Carrier (LEC). International services for Residential and Small Business customers will also remain tariffed through January 27, 2002. Beginning August 1, service descriptions, definitions, terms and conditions, and pricing for the Business Markets services no longer federally tariffed may be found in the "Service Publication and Price Guide" located at the website http://www.worldcom.com. Also, beginning August 1, service descriptions, definitions, terms and conditions, and pricing for state-to-state Residential and Small Business services no longer federally tariffed may be found i) at http://www.mci.com/service for Residential services and http://www.mci.com/sb/service_agreement for Small Business services, or ii) by calling 1-800-444-3333.

SERVICE AREA MAP

Teleconnect provides switched intrastate long distance telecommunications services within the State of California.

Teleconnect has been granted authority by the Cal. P.U.C. to provide service within the State of California.



SERVICE AREA

In the following exchanges Teleconnect offers FGD connections only for access to its services. In such situations, only subscribers served from a local switch, which has been converted to equal access, can obtain service from Teleconnect.

Metro Los Angeles
Metro San Francisco
Metro San Jose
Metro Oakland
Metro San Diego
Metro Sacramento #3
Metro Bakersfield
Metro Stockton #9
Metro Santa Rosa
Metro Modesto
Agoura Hills
Anaheim
Buena Park
Burbank
Canoga Park
Carson
Chico
Colton
Concord
Metro Napa
Metro Fairfield
Metro Visalia
Metro Salinas
Metro San Bernadino
Metro Pomona
Metro Ontario
Metro Oceanside #6
Metro Richmond
Metro Monterey
Mar Vista
Montebello
Newark
Norwalk
Orange
Palo Alto
Pinole
Redondo Beach
Redwood City

Culver City	Reseda
Danville	San Carlos
Downey	San Leandro
El Monte	San Mateo
El Segundo	San Rafael
Fremont	Santa Ana
Glendale	Santa Barbara
Hawthorne	Santa Cruz
Inglewood	Torrance
Lomita	Van Nuys
Long Beach	West Lakeville
Westminster	

RATE SCHEDULE

APPLICABILITY

This catalog schedule applies to intrastate interexchange telecommunications service furnished by Teleconnect Company (Teleconnect).

TERRITORY

Within the areas of all exchanges, as said exchanges are defined on Sheet 10-T herein, as authorized by the California P.U.C.

DAYSAVER AND DAYSAVER PLUS RATES

(Effective January 1, 1995, Daysaver Plus will no longer be available to new subscribers.)

a. Day Rates. These rates are applicable 8:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of holidays.

Initial 30 seconds	Each additional six seconds
$0.1300	$0.0260

b. Evening/Night/Weekend Rates. These rates apply at all other times not listed in a. above.

Initial 30 seconds	Each additional six seconds
$0.0975	$0.0195

MAX-SAVE RATES

a. Day Rates. These rates are applicable 8:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of holidays.

Initial 30 seconds	Each additional six seconds
$0.1215	$0.0243

b. Evening/Night/Weekend Rates. These rates apply at all other times not listed in a. above.

Initial 30 seconds	Each additional six seconds
$0.0912	$0.0182

HIGH VOLUME DISCOUNTS

a. DaySaver Plus. DaySaver Plus customers' month call volumes are subject in whole or in part to high volume discounts. These discounts reduce a customer's bill below the amount of the cumulative message rate.

b. Exempt Calls. The following types of calls are not subject to a high volume discount and are not considered in calculating a customer's volume when determining the magnitude of that customer's high volume discount:

c. Application. At the end of each billing cycle the dollar volume of the customer's calls during the billing cycle is calculated. This is the aggregate of both interstate and intrastate calls, excluding those specified in Exempt Calls (b) above.

d. DaySaver Plus. For DaySaver Plus customers, the volume described in c. above will be used to determine the amount of the high volume discount. The high volume discount will be applied only to the daytime portion of that call volume.

e. Amount of Discount. The high volume discount applied is based on the volume of the customer's billing cycle calls, as follows:

Day Saver Plus

Volume of Billing Cycle Calls	High Volume Discount
$ 0 - $ 499.99	0%
$ 500 - $ 999.99	5%
$1,000 - $1,999.99	10%
$2,000 Plus	15%

RATES AND CHARGES - MONTHLY AND NONRECURRING -DAYSAVER, MAX-SAVE

The monthly and nonrecurring rates and charges applicable to DaySaver, DaySaver Plus and MAX-SAVE include one authorization code and are as follows:

Service	Monthly	Nonrecurring
DaySaver (Includes Teleconnect payment for PIC charges of up to $5.00 per line.)	N/A	$49.00
DaySaver Plus (Includes Teleconnect payment for PIC charges of up to $5.00.)	N/A	$49.00
MAX-SAVE	N/A	$00.00

SMARTminutes
(A customer may pre-subscribe up to two lines for SMARTminutes or may access the service by dialing 1010826. If a customer dials 1010826, SMARTminutes rates apply only when a call is placed from a pre-subscribed SMARTminutes phone.

(Effective October 12, 1998, SMARTminutes will not be available to new customers)

Usage Rates
All periods $0.07 per minute - Interlata
$0.07 per minute - Intralata

Features
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes.

SMARTminutes Calling Card
(Effective April 1, 1997, SMARTminutes Calling Card will no longer be available to new customers.)

Customers will be charged a per minuted usage rate and a per call surcharge pursuant to Teleconnect' FCC Tariff No. 4, for all SMARTminutes Calling Card calls that originate and terminate in the state.

SMARTminutes Advantage
(Effective October 12, 1998, SMARTminutes Advantage will no longer be available to new customers)
(Service is available on a limited geographic basis and for customers of certain Local Exchange Carriers.)

SMARTminutes Advantage is an outbound residential service that allows customers to originate calls via Local Exchange Carrier Feature Group D (FGD) access lines. Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Advantage. All SMARTminutes Advantage calls are subject to an initial one-minute duration with additional one-minute increments.

Usage Rates - All periods	$0.07 per minute - Interlata
	$0.07 per minute - Intralata

SMARTminutes Advantage Calling Card
Customers will be charged a per minuted usage rate and a per call surcharge pursuant to Teleconnect's FCC Tariff No. 4, for all SMARTminutes Advantage Calling Card calls that originate and terminate in the state.

Savings Club
Savings Club is an outbound residential service that allows customers to originate calls via Local Exchange Carrier Feature Group D (FGD) access lines. A customer may designate up to two lines for Savings Club Service. Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to Savings Club. All Savings Club calls are subject to an initial one-minute duration with additional one-minute increments.

Usage Rates - All periods	$0.07 per minute - Interlata
	$0.07 per minute - Intralata

SMARTminutes for business
(Effective April 1, 1997, this service will no longer be available to new customers.)

Description:
SMARTminutes for business (an add-on to interstate service) is an inbound and outbound Commercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company carrier identification code (CIC); or (3) using a calling card access telephone number and personal identification number (PIN). Inbound service is accessed using common business line 800 termination. All SMARTminutes for business calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

Recurring charges:
Customers subscribing to inbound service will be charge a fee as described in Teleconnect's FCC Tariff No. 4 per month per 800 number.

Usage Rates:

Outbound:	$0.19 per minute	All periods
Calling Card:	$0.19 per minute	All periods
Inbound:	$0.19 per minute	All periods

Surcharge:
Calling Card surcharge: $1.20

Feature:
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes for business.

SMARTminutes for business Term Plan:
The SMARTminutes for business Term Plan is a term plan that provides discounts off intrastate usage rates. Customers who enroll in this plan will receive discounts (as described in Teleconnect's FCC Tariff No. 4) off standard tariffed rates for SMARTminutes for business. Directory Assistance, Operator Services and monthly recurring charges are not discountable.

Term Commitment and Renewal Option:
A customer must commit to service for a term of either one or two years. The term of the SMARTminutes for business Term Plan will commence no earlier than the first day of the billing month in which the customer subscribes to the plan. Upon expiration of the term, the customer will revert to standard tariffed rates for SMARTminutes for business.

Early Termination:
Discontinuance of service under the SMARTminutes for business Term Plan prior to the expiration of the committed therm constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge as described in Teleconnect's FCC Tariff No. 4.

Monthly Minimum Usage Fee
A fee up to $5.00 per account will be assessed if the total charges are less than $5.00 per account per monthly invoice.

Toll Free: Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

SMARTminutes Toll Free
(Effective April 1, 1997, this service will no longer be available to new customers.)

1. Description

   Nature of Service: SMARTminutes Toll Free is an inbound and outbound Commercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company Carrier Identification Code (CIC). Inbound service is accessed using common business line 800 terminations. SMARTminutes Toll Free calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

2. Availability

   a. SMARTminutes Toll Free is available for calling within the state.

   b. SMARTminutes Toll Free is only offered as an add-on to Teleconnect's interstate SMARTminutes Toll Free offering.

3. Rates and Charges

   a. Usage rates:

      Direct Dial
      $0.19 for all time of day rate periods for both inbound and outbound calls.

      Calling Card
      Customers will be charged a per minuted usage rate of $ 0.23 and a per call surcharge of $1.20 for all SMARTminutes Toll Free Calling Card calls that originate and terminate in the state.

   b. Features:
      Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Toll Free.

c. Toll Free:
Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

SMARTminutes Buy Down Plan
(Effective April 1, 1997, this service will no longer be available to new customers.)

1. Description

Nature of Service: SMARTminutes Buy Down Plan is an outbound Comercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company Carrier Identification Code (CIC). SMARTminutes Buy Down Plan calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

2. Availability

a. SMARTminutes Buy Down Plan is available for calling within the state.

b. SMARTminutes Buy Down Plan is only offered as an add-on to Teleconnect's interstate

SMARTminutes Buy Down Plan offering.

3. Rates and Charges

a. Usage rates:

Direct Dial
$0.19 for all time of day rate periods for both inbound and outbound calls.

Calling Card
Customers will be charged a per minuted usage rate of $0.23 and a per call surcharge of $1.20 for all SMARTminutes Buy Down Plan Calling Card calls that originate and terminate in the state.

b. Features:
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Buy Down Plan.

c. Toll Free:
Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

10-10-321

1. Description
Teleconnect will offer the following plan to customers who access Teleconnect service by dialing the access number 10-10-321. Calls will be rounded to the nearest full minute. When application of the usage rates results in a fraction of a cent, the call will be rounded down to the nearest whole cent. Calls beginning in one rate period and ending in another rate period will be billed the rate in effect for each period in which the call applies. Customers will receive the following rates for intrastate and intralata calls.

.011 InterLATA per minute usage rates
$0.20

.012 IntraLATA per minute usage rates
$0.11

10-10-220

The Company will offer the following plan for customers who access company service by dialing the Company designated Carrier Identification Code (CIC), 10-10-220. The customer will be charged $1.20 for the first 10 minutes (or any portion thereof) of usage per call and $0.20 per minute for each minute of usage thereafter.

10-10-987 Calling:

1. Description:
   1010987 Calling is an outbound service that allows customers to originate intrastate (interLATA and intraLATA) calls via local exchange carrier access facilities.

2. Rates:
   Customers who access Teleconnect services by dialing Company carrier identification code (CIC) 1010987 will be charged i) a per-call surcharge of $0.53 and ii) $0.06 per minute for each minute of intrastate (interLATA and intraLATA) usage, excluding calls to Operator Services and Directory Assistance.

Casual Caller

An instate InterLATA and IntraLATA per minute rate of $1.19 with no surcharge is applicable to calls placed by Casual Callers who access Company service by direct dial access or by dialing 1010222, 1010286 or any other Company Carrier Identification Code. A $2.50 per call surcharge applies to these calls.

TUSA TalkSmarter Block-of-Time 500
(Effective June 1, 2008, TUSA TalkSmarter Block-of-Time 500 will no longer be available to new customers and existing customers of this service will no longer be able to move, add to, or make changes to their service.)

TUSA TalkSmarter 500 is an outbound and inbound service designed primarily for residential customers. TUSA TalkSmarter 500 includes a block of time structure with a flat rate structure for Dial 1 calls made outside the block-of-time allotment, and a flat rate structure for calling card service. No term plan options will apply to this service. All intrastate Dial-1 calls and calling card calls will have a 60 second rounding. If the computed charge includes a fraction of a cent, the fraction is rounded down to the nearest whole cent. A monthly charge will apply to this service.

Monthly Account Fees: Customers enrolled in this plan will be charged a $15.00 monthly recurring charge.

Access Methods and Charges:

o) Dial-1 Access: TUSA TalkSmarter Block-of-Time 500 can be used for Dial-1 access. Customers will receive an allotment of up to 500 minutes per monthly period that may be used for interstate and intrastate (interLATA and intraLATA) dial-1 usage. TUSA TalkSmarter Block-of-Time 500 customers will be charged the following rates for each minute of usage over the allotment. Customers may place these calls 24 hours a day and 7 days a week.

   Intrastate (InterLATA & IntraLATA) per minute charge: $0.03

p) Calling Card: TUSA TalkSmarter Block-of-Time 500 Calling Card access is available for origination from touch tone or rotary phones by dialing an MCI provided 800 number. Customers will be charged a per minute rate of $0.15 for all time periods for all intrastate calling card calls which terminate to the customers billed ANI. No per call surcharge will apply to these calls. All other calls will be charged a per minute rate of $0.89 for all intraLATA and interLATA calling card calls. No per call surcharge will apply to these calls.

c) Personal 800 Number: Personal 800 is non-applicable to customers who subscribe to this service.

d) Directory Assistance/Directory Assistance Call Completion:

A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One request may be made on each directory assistance call. The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number. Customers may request the Directory Assistance operator to complete a call to the last number requested on that particular Directory Assistance call. The customer will be charge a usage rate in accordance with the Company Local Exchange Service to which the customer is presubscribed for completed calls.

Directory Assistance	$1.99
Directory Assistance Call Completion Per Call Charge:	$0.35

e) Operator Assistance: **(Effective December 5, 2011, Commercial credit card billing for operator assisted calls will no longer be available where payment is made via an automated or live operator.)**
Operator Services are outbound services allowing the customers to originate calls via local exchange carrier facilities, or by using a Company or Local Exchange Carrier calling card. All Operator Services calls are subjected to a one minute initial increment with additional one minute increments. When a call is subject to more than one service charge, only the highest service charge applies.

Per Minute Rates

Mileage Band	Business Day 1st	Business Day / add'l	Evening 1st	Evening / add'l	Night/Weekend 1st	Night/Weekend / add'l
0-10	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
11-22	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
23-55	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
56-124	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
125-292	$0.65	$0.65	$0.65	$0.65	$0.33	$0.65
293+	$0.65	$0.65	$0.65	$0.65	$0.36	$0.65

Surcharge: The following surcharge apply with a one time per-call placement charge added to the initial minute of each Teleconnect Operator Service call.

Per Call Surcharge

3rd Party:	$4.35
1st Party Station-to-Station:*	$4.35
1st Party Person-to-Person:*	$3.15
Station-to-Station Collect:	$4.35
Person-to-Person Collect:	$3.15
LEC/Commercial Calling Card:	$0.72
Operator Dialed:	$1.00

* For calls made from private residential or business phones by Casual Callers , which are completed with the assistance of a Teleconnect operator; an additional surcharge of $2.50 will apply.

TUSA TalkSmarter USA
(Effective June 1, 2008, TUSA TalkSmarter USA will no longer be available to new customers and existing customers of this service will no longer be able to move, add to, or make changes to their service.)

TUSA TalkSmarter USA is an outbound and inbound service designed primarily for residential customers. TUSA TalkSmarter USA includes a flat rate structure for Dial 1, and calling card service. No term plan options will apply to this service. All intrastate Dial-1 calls will have 60 second rounding for the first minute and 6 second for each additional minute. Intrastate Callings Card calls will have 60 second rounding. If the computed charge includes a fraction of a cent, the fraction is rounded down to the nearest whole cent. A monthly charge will apply to this service. Monthly Account Fees: Customers enrolled in this plan will be charged a $4.95 monthly recurring charge.

Access Methods and Charges:

o) Dial-1 Access: TUSA TalkSmarter USA can be used for Dial-1 access. Customers will be charged the following rates for intrastate (interLATA and intraLATA) dial-1 usage. Customers may place these calls 24 hours a day and 7 days a week.

Intrastate (InterLATA & IntraLATA) per minute charge:	$0.05

p) Calling Card: TUSA TalkSmarter USA Calling Card access is available for origination from touch tone or rotary phones by dialing an MCI provided 800number. Customers will be charged a per minute rate of $0.15 for all time periods for all intrastate calling card calls which terminate to the customers billed ANI. No per call surcharge will apply to these calls. All other calls will be charged a per minute rate of $0.89 for all intraLATA and interLATA calling card calls. No per call surcharge will apply to these calls.

c) Personal 800 Number: Personal 800 is non-applicable to customers who subscribe to this service.

d) Directory Assistance/Directory Assistance Call Completion: A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One request may be made on each directory assistance call. The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number. Customers may request the Directory Assistance operator to complete a call to the last number requested on that particular Directory Assistance call. The customer will be charge a usage rate in accordance with the Company Local Exchange Service to which the customer is presubscribed for completed calls.

Directory Assistance	$1.99
Directory Assistance Call Completion Per Call Charge:	$0.35

Basic Service

Basic Service is a one-way, dial-in dial-out multipoint service that allows customers to originate and terminate intrastate (interLATA and intraLATA) calls via Company-provided local business telephone lines. Subscribers to Basic Service may originate calls only in the city or cities in which they maintain an active Basic Service account. Basic Service calls are rounded to the next higher full minute.

Per Minute Usage Rates:

Interlata calls	
Peak	$0.15
Off - Peak	$0.10
Intralata calls	
Peak	$0.10
Off-Peak	$0.05

Telecom*USA Phone Cards

Effective 5/1/11, Telecom*USA Phone Cards will no longer available to new customers.

Telecom*USA Phone Cards is a prepaid calling card service that allows consumers to acquire and use cards to originate outbound direct dial calls via Telecom*USA provided 800 numbers. Telecom*USA Phone Cards can be used for both interstate and intrastate (intraLATA and interLATA) calls and are classified as MinutePass Branded Phone Cards where the calling service is provided by Telecom*USA (hereinafter “MinutePass Branded Phone Cards”).

There are two methods of providing MinutePass Branded Phone Card services to consumers as follows:

- Physical format which includes a preprinted phone number and a Personal Identification Number, hereinafter referred to as a "PIN", delivered on a plastic card typically measuring 3-1/2" x 2-1/4"; or,

- Virtual format, which is delivered as a PIN when purchased via the World Wide Web.

Consumers can purchase MinutePass Branded Phone Cards either on the World Wide Web or a toll-free telephone number.

Prices for MinutePass Branded Phone Cards and recharge minutes are established by Telecom*USA.

This catalog schedule provides terms and conditions applicable to in-state calls made using MinutePass Branded Phone Cards. The terms and conditions set forth herein for such calls made with MinutePass Branded Phone Cards supplements the terms and conditions applicable to the sale and use of such cards as set forth in the Telecom*USA Service Agreement located at http://www.minutepass.com/ServiceAgreement.asp.

1. Card Values

MinutePass Branded Phone Card are available as Dollar based cards, and display the initial dollar value of the card and a per minute rate for interstate calls.

2. Features

Operator Assistance and Customer Service: Operator Assistance for call dialing is available at no charge to the consumer. Customer service is available on all cards at no charge to the consumer.

Directory Assistance: Domestic Directory Assistance is available through the MinutePass Branded Phone Card. Directory Assistance requests will have a maximum charge of not greater than $1.50 per call. Consumers may request up to two listings per call. The Directory Assistance charge will be announced to the caller prior to connecting the call.

Enhanced Directory Service: Golden Retriever, an Enhanced Directory Service, is available through MinutePass Branded Phone Cards and provides consumers with instant access to information including weather, reverse phone number look-up, phone number look-up and category search. Consumers may request up to three pieces of information per call to Enhanced Directory Service. Each such call is charged at a flat rate and is not subject to a per minute rate. The maximum charge for Golden Retriever is $1.50 per call.

3. Rates and Charges

MinutePass Branded Prepaid Phone Cards are provided in various dollar based denominations by Telecom*USA with a stated interstate per minute value not to exceed $0.35.

For completed in-state calls using a MinutePass Branded Phone Card, the value of a MinutePass Branded Phone card may be decremented up to 2 times the interstate minute described above. The value of each in-state minute equals 2 times the current interstate minute value as described in this service. Other charges or surcharges may apply to card use. Partial minutes used are billed as full minutes.

4. Recharging

MinutePass Branded Phone Cards are rechargeable, meaning that additional value may be added to a card, subject to a maximum allowed value per card, unless the card has expired or as otherwise expressly stated on the card, card packaging, or in the Service Agreement. Such additional minutes will be charged at the prevailing per minute rate as of the date of recharging. A minimum of ten dollars ($10.00) and up to a specified maximum amount may be added to the card per each recharge. In addition to the foregoing, rechargeable cards are also subject to the following terms and conditions:

.01 Upon recharge, a recharge fee of up to a maximum of fifteen percent (15%) of the

recharge value may be assessed.

.02 Recharge may be accomplished in any of the following manners:

.021 By credit or debit card using the toll free access number printed on the card and following the audio prompts.

.022 By registering the card for "auto-recharge," an expedited recharge process that alerts the consumer when their calling card balance falls below a certain level and offers the option of an automatic recharge in the same dollar amount of the customer's previous recharge.

Recharge minutes or dollars of service purchased via the toll free access number or through auto-recharge must be paid for with a verified valid credit or debit card.

5. Exclusions

MinutePass Branded Phone Cards cannot be used for calls to 700-, 900-, or 976 services or for certain operator assisted, third party billed or collect calls. Any unused balance on a MinutePass Branded Phone Card cannot be transferred to or combined with one or more other MinutePass Branded Phone Cards.

6. Availability of Service

There are no time of day or day of year restrictions for use of MinutePass Branded Phone Cards.

7. Regulations

Use of MinutePass Branded Phone Cards is available by calling the MinutePass toll free number printed on the card.

A completed call may only be charged to a MinutePass Branded Phone Card that has a balance sufficient to cover the charges assessed for the call. The MinutePass Branded Phone Card balance will be reduced by the appropriate minutes or dollars charged for the completed call.

After the number of the called party is dialed, but before the call is completed, the available balance of talk time based upon the telephone number of the called party will be announced to the caller. A MinutePass Branded Phone Card call will be interrupted with an announcement when the available balance on the card drops to one minute, based on the originating/terminating phone numbers of the call. Once the balance on the card is insufficient to continue, the call will terminate.

Credit allowances for interruptions: MinutePass Branded Phone Cards will credit one minute on a consumer's MinutePass Branded Phone Card in the event of poor call transmission or call cut off caused by Telecom*USA . To receive a credit, the consumer must promptly notify MinutePass Customer Service of the service problem by calling the Customer Service number printed on the card. Credit will not be given when interruptions are caused by the failure of systems not provided by Telecom*USA, by the failure of other Telecom*USA services connected to the MinutePass Branded Phone Card, for wrong telephone numbers or other causes outside the control of Telecom*USA.

Activated MinutePass Branded Phone Cards are non-refundable. Once activated, and subject to applicable terms and condition, a MinutePass Branded Phone Card may be used to originate direct dialed calls until the available card balance is depleted or the card expires, whichever first occurs. Card expiration dates will be specified on the card or the card packaging.

8. Other Conditions of Service

.01 The U.S. Public Payphone Surcharge applies when a MinutePass Branded Phone Card is used to place a call from a U.S. public or semi-public payphone.

.02 State Universal Service Charge: Telecom*USA may, at its option, apply the State Universal Service Charge at time of sale.

TRAC SERVICES

RATES AND CHARGES

a. Usage Charges - TRAC

.01 Day Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0321	$0.0107
293 - 430	$0.0369	$0.0123
431 - 925	$0.0378	$0.0126
925+	$0.0459	$0.0153

.02 Evening Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0278	$0.0093
293 - 430	$0.0311	$0.0104
431 - 925	$0.0341	$0.0114
925+	$0.0365	$0.0122

.03 Night/Weekend Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0223	$0.0074
293 - 430	$0.0242	$0.0081
431 - 925	$0.0264	$0.0088
925+	$0.0283	$0.0094

b. Usage Charges - TRAC 2000

.01 Day Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 – 292	$0.0330	$0.0110
293 – 430	$0.0351	$0.0117
431 +	$0.0375	$0.0125

.02 Evening Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0280	$0.0093
293 - 430	$0.0298	$0.0099
431 +	$0.0319	$0.0106

.03 Night/Weekend Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0247	$0.0082

293 – 430	$0.0263	$0.0088
431 +	$0.0281	$0.0094

c. Discounts. Teleconnect will aggregate the interstate and intrastate usage for its individual TRAC service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

d. Recurring/Nonrecurring Charges. Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

TRAC 800 and 800 TRAC 2000

RATES AND CHARGES

a. Usage Charges

TRAC 800

.01 TRAC 800

Call Mileage	Daytime Rates Initial 30 Seconds	Evening Rates Initial 30 Seconds	Night Rates Initial 30 Seconds
0- 55	$0.0615	$0.0505	$0.0425
56-292	$0.1615	$0.0505	$0.0423
293-430	$0.0660	$0.0535	$0.0450
431-925	$0.0660	$0.0550	$0.0460

Call Mileage	Daytime Rates Additional 30 Seconds	Evening Rates Additional 30 Seconds	Night Rates Additional 30 Seconds
0- 55	$0.0123	$0.0101	$0.0085
56-292	$0.0123	$0.0101	$0.0085
293-430	$0.0132	$0.0107	$0.0090
431-925	$0.0136	$0.0110	$0.0092

.02 800 TRAC 2000

	Initial 30 Second Increment	Each Add'l 6 Second Increment
Day	$0.0560	$0.0112
Evening	$0.0490	$0.0098
Night/Weekend	$0.0410	$0.0082

b. Application. Teleconnect will aggregate the interstate and intrastate usage for its individual TRAC 800 and 800 TRAC 2000 service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

c. Recurring/Nonrecurring Charges. Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

SUPERWATS PLUS
(Effective January 1, 1995, Superwats Plus - FGD access - will no longer be available to new subscribers.)

a. Usage Charges.

.01 FGD

(a) Day Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0925	$.0185

(b) Evening/Night/Weekend Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0875	$.0175

(c) Night/Weekend Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0814	$.0163

.02

.03 Dedicated Access Line (DAL)

(a) Day Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0813	$.0163

(b) Evening Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0750	$.0150

(c) Night/Weekend Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0541	$.0108

.04 Other Rates and Charges. Since intrastate SUPERWATS PLUS is offered as an add-on service to the interstate service, rates and charges as described in Teleconnect's FCC Tariff No. 1, Section F, also apply.

.05 Billing Detail. Standard SUPERWATS PLUS billing will be on a summary basis only. Printed call detail will not be provided except on a special pricing basis, as described in Teleconnect's FCC Tariff No. 1.

b. High Volume Discounts

.01 Application. SUPERWATS PLUS plans are subject to High Volume Discounts. The total dollar volume of calls on the SUPERWATS PLUS plan is summed. This total is used in conjunction with the tables in part .02, below, to determine the amount of High Volume

Discount.

	Day	Evening/Night/Weekend
$ 0 - 199	0%	0%
$ 200 - 499	3%	3%
$ 500 - 499	6%	7%
$1,000 - 1,499	10%	8%
$1,500 - 1,999	13%	11%
$2,000 - 2,999	14%	11%
$3,000 - 3,999	16%	11%
$4,000 - 5,999	18%	16%
$6,000 Plus	20%	19%

.02

.03

.04 SUPERWATS - DAL

	Day/Evening/Night/Weekend
$ 0 - $1,999.99	0%
$ 2,000 - $4,999.99	1%
$ 5,000 - $9,999.99	2%
$10,000 Plus	3%

800 SERVICE

RATES AND CHARGES

a. Usage Charges

.01 Profit Line and Profit Line Plus
(Effective January 1, 1995, 800 Profit Line Plus will no longer be available to new subscribers.)

	Initial 30 Seconds	Additional Tenth-of-a-minute
Day	$0.1150	$0.0230
Evening/Night/Weekend	$0.0863	$0.0173

.02 Personal Hotline

	Rate Per Minute
Day	$0.2900
Evening/Night/Weekend	$0.2175

.03 800 SUPERWATS Plus[2]
(Effective January 1, 1995, 800 Superwats Plus - FGD access- will no longer be available to news subscribers.)

(a) Local Line

	Day	Evening	Night
Per Minute Rate	$.2150	$0.1828	$0.1828

(b) DAL

	Day	Evening	Night

Per Minute Rate	$.2150	$0.1300	$0.1105

b. High Volume Discount

.01 Application. Teleconnect will aggregate the interstate and intrastate usage for its individual 800 service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

c. Recurring/Nonrecurring Charges

.01

	Monthly	Nonrecurring
Profit Line	N/A*	N/A*
Profit Line Plus	N/A*	N/A*

.02

	Monthly	Nonrecurring
Personal Hotline	N/A*	N/A*

.03 800 SUPERWATS PLUS - Ordering both 800 SUPERWATS PLUS and SUPERWATS PLUS simultaneously.

Fees

	Nonrecurring
Plan Type Set-up New Customer Ordering Both Inbound/Outbound Service	
Local Lines	N/A*
DAL	N/A*

Monthly Service Charges

	Recurring
Local Lines	N/A*
DAL	N/A*

* Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

.04 800 SUPERWATS PLUS - ordering inbound only.

Plan type set-up

	Non-Recurring
Local Line	N/A*
DAL	N/A*

Monthly Service Fee

	Recurring
Local Line	N/A*
DAL	N/A*

d. Additional 800 Numbers

	Monthly	Nonrecurring

.01	Profit Line	N/A*	N/A*
.02	Profit Line Plus	N/A*	N/A*
.03	Personal Hotline	N/A*	N/A*
.04	SUPERWATS		
	(a) Local Line	N/A*	N/A*
	(c) DAL	N/A*	N/A*

e. Line Charges Installation

	Non-Recurring
Local Line	N/A*
DAL	N/A*

f. Monthly Line Charge

	Recurring
Local Line	N/A*
DAL	N/A*

* Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

CHECK-LINK

RATES AND CHARGES

a. Application

.01 The initial one-tenth minute (6 seconds) increment or fraction thereof is subject to the initial 6 second rate.

.02 Any additional one-tenth minute (6 seconds) increment or fraction thereof is subject to the additional 6 second rate. Any fraction of an increment is rounded up to the next additional 6 second increment.

.03 The charge for the initial increment plus the charge for the additional increments is then summed, with fractional cents, if any, rounded up to the nearest whole cent.

b. Specific Rates

	Initial 6 Seconds	Each Add'l 6 Seconds
Day	$0.0200	$0.0200
Evening	$0.0130	$0.0130
Night/Weekend	$0.0100	$0.0100

c. Specific Charges

	Monthly	Nonrecurring
Plan Set-up	---	$200.00
Monthly Service Fee	$150.00	---
Service Order	---	$ 50.00
Magnetic Tape Billing	$100.00	$300.00
Translation Charge	---	$10.00/Number
800 Number Service Surcharge		
Per Number	$ 2.75	---
Connection Charges:		
Digital Port Charges	ICB	ICB
CPE Charges:		
D-4 Channel Bank with Power		

Supply and CSU	$450.00	$750.00

d. Discounts. At the end of each billing cycle, the 800 service dollar volume of the customer's CHECK-LINK calls during the billing cycle is calculated. This is the aggregate of interstate and intrastate calls. This aggregate volume is used with the chart below to determine the amount of the High Volume Discount.

Volume of Billing Cycle Calls	Percent High Volume Discount
$ 0 - $ 49,999.99	0%
$ 50,000 - $ 64,999.99	12%
$ 65,000 - $ 79,999.99	14%
$ 80,000 - $ 94,999.99	16%
$ 95,000 - $109,999.99	18%
$109,000 +	20%

e. Limitation. CHECK-LINK is not available with Optional Additional and Contractual Volume Discounts.

OPERATOR SERVICES

RATES AND CHARGES

a. Application of Charges

.01 Determination of Charges
The charge for Teleconnect Operator Services is determined by the:
- Distance between rate centers
- Time of day and day of the week
- Duration of message
- Type of service

The specified components which apply to a Teleconnect Operator Services message are listed in the charge section applicable to that type of call.

.02 Initial Minute and Additional Minutes
Rates are quoted in terms of initial minute and additional minutes.

(a) Initial Minute
Initial minute rates are shown in c.01 following.

(b) Additional Minutes
All additional minute rates shown in c.02 following, are for each additional minute or any fraction thereof that the connection continues beyond the initial period.

(c) When application of the rates results in a fractional charge for a call, the amount will be rounded down to the lower cent.

b. Rate Periods

Monday thru Friday Hours	Rate
8:00 a.m. to 5:00 p.m.	Day
5:00 p.m. to 11:00 p.m.	Evening
11:00 p.m. to 8:00 a.m.	Night/Weekends

For messages which overlap one or more rate periods, each minute is rated according to the rates for the period in which the minute starts. All time periods include the beginning time and do not include the ending time.

c. Mileages and Corresponding Rates

Basic Charges

.01 Initial Minute

Rate Mileage	Day	Evening	Night
0 - 20	$0.89	$0.89	$0.89
21 - 40	$0.89	$0.89	$0.89
41 - 70	$0.89	$0.89	$0.89
71 - 100	$0.89	$0.89	$0.89
101 - 150	$0.89	$0.89	$0.89
151 - 330	$0.89	$0.89	$0.89
Over 330	$0.89	$0.89	$0.89

.02 Each Additional Minute

Rate Mileage	Day	Evening	Night
0 - 20	$0.89	$0.89	$0.89
21 - 40	$0.89	$0.89	$0.89
41 - 70	$0.89	$0.89	$0.89
71 - 100	$0.89	$0.89	$0.89
101 - 150	$0.89	$0.89	$0.89
151 - 330	$0.89	$0.89	$0.89
Over 330	$0.89	$0.89	$0.89

d. Service Charges

In addition to the basic charges in c. preceding, there is a service charge for messages classified as customer dialed calling card station, operator-handled station or person. The charge for this type of message is the sum of the dial station charge plus the applicable service charge. The service charge applies per message as follows:

Type of Message	Service Charge
Customer Dialed Calling Card Station Service	$.72
Operator Handled Station	$4.99
Operator Handled Station Collect	$4.99
Operator Handled Person	$6.50
Operator Handled Person Collect	$6.50
Third Party Billed	$4.99
Operator Dialed	$1.00

e. Subscriber Surcharges

Carrier will not bill users for any subscriber surcharges, except as provided below.

01. Surcharges - Calls originated from Hotels/Motels may be subject to a subscriber surcharge of up to $1.00 per call at the option of the Customer. Calls originated from hospitals may be subject to a subscriber surcharge of up to 25 cents ($0.25) per call at the option of the customer. Calls originated from COPTs may be subject to a subscriber surcharge of up to $0.25 per call at the option of the customer.

FLEX-SAVE PLUS

(Effective January 1, 1995, Flex-Save Plus will no longer be available to new subscribers.)

RATES AND CHARGES

a. Usage Charges

.01 Day Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1620	$0.0086
21 - 40	$0.2340	$0.0143
41 - 70	$0.2430	$0.0152
71 - 100	$0.2520	$0.0171
101 - 150	$0.2790	$0.0181
151 - 330	$0.2880	$0.0200
Over 330	$0.3150	$0.0209

.02 Evening Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1296	$0.0068
21 - 40	$0.1872	$0.0114
41 - 70	$0.1944	$0.0122
71 - 100	$0.2016	$0.0137
101 - 150	$0.2232	$0.0144
151 - 330	$0.2304	$0.0160
Over 330	$0.2520	$0.0167

.03 Night/Weekend Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.0972	$0.0051
21 - 40	$0.1404	$0.0086
41 - 70	$0.1458	$0.0091
71 - 100	$0.1512	$0.0103
101 - 150	$0.1674	$0.0108
151 - 330	$0.1728	$0.0120
Over 330	$0.1890	$0.0125

b. Monthly and Nonrecurring. The rates and charges applicable to Flex-Save Plus are as follows:

Monthly	Nonrecurring
N/A	$25.00

SURE-SAVE PLUS

a. RATES AND CHARGES

Usage Charges

a. Day Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1620	$0.0855
21 - 40	$0.2340	$0.1425
41 - 70	$0.2430	$0.1520
71 - 100	$0.2520	$0.1710
101 - 150	$0.2790	$0.1805
151 - 330	$0.2880	$0.1995
Over 330	$0.3150	$0.2090

b. Evening Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1296	$0.0684
21 - 40	$0.1872	$0.1140
41 - 70	$0.1944	$0.1216
71 - 100	$0.2016	$0.1368
101 - 150	$0.2232	$0.1444
151 - 330	$0.2304	$0.1596
Over 330	$0.2520	$0.1672

c. Night/Weekend Rates.

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.0972	$0.0513
21 - 40	$0.1404	$0.0855
41 - 70	$0.1458	$0.0912
71 - 100	$0.1512	$0.1026
101 - 150	$0.1674	$0.1083
151 - 330	$0.1728	$0.1197
Over 330	$0.1890	$0.1254

d. Rates and Charges - Monthly and Nonrecurring
The monthly and non-recurring rates and charges applicable to

Sure-Save Plus, including one authorization code and are as follows:

Monthly	Nonrecurring
N/A	$ 0.00

EXEMPT CALLS-FLEX-SAVE PLUS AND SURE-SAVE PLUS. The following types of calls are not subject to a high volume discount and are not considered in calculating a customer's volume when determining the magnitude of that customer's high volume discount:

.01 Calls under the Credit Card Service.
.02 Calls placed to Directory Assistance.
.03 Calls placed to an international location.

HIGH VOLUME DISCOUNTS. For Flex-Save Plus and Sure-Save Plus customers, the volume in the above paragraph is used both to determine the appropriate high volume discount and is the total to which the high volume discount applies. The discounts are as follows:

Volume of Billing Cycle Calls	High Volume Discount
$ 0 - $ 399.99	0%
$ 400 - $ 799.99	5%
$ 800 - $1,599.99	10%
$1,600 - $3,199.99	15%
$3,200 Plus	20%

DAYSAVER I

RATES AND CHARGES

a. Day Rates

Initial and Subsequent Whole Minutes
$.2600

b. Evening/Night/Weekend

Initial and Subsequent Whole Minutes
$.1950

HELLO AMERICA

RATES AND CHARGES

a. Day Rates

Initial and Subsequent Whole Minutes
$0.2700

b. Evening Rates

Initial and Subsequent Whole Minutes
$0.1300

c. Night/Weekend Rates

Initial and Subsequent Whole Minutes
$0.1100

* USA CARD
(Effective January 1, 1995, * USA Card will no longer be available to new subscribers.)

RATES AND CHARGES

a. Day Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.1800	$0.1700
11 - 22	$0.2100	$0.2000
23 - 55	$0.2300	$0.2200
56 - 124	$0.2300	$0.2200
125 - 292	$0.2300	$0.2300
293 - 430	$0.2400	$0.2300
431 - 925	$0.2400	$0.2400
926 +	$0.2500	$0.2500

p. Evening Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.1206	$0.1139
11 - 22	$0.1407	$0.1340
23 - 55	$0.1541	$0.1474
56 - 124	$0.1541	$0.1474
125 - 292	$0.1541	$0.1541
293 - 430	$0.1608	$0.1541
431 - 925	$0.1608	$0.1608
926 +	$0.1675	$0.1675

q. Night/Weekend Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.0936	$0.0884
11 - 22	$0.1092	$0.1040
23 - 55	$0.1196	$0.1144
56 - 124	$0.1196	$0.1144
125 - 292	$0.1196	$0.1196
293 - 430	$0.1248	$0.1196
431 - 925	$0.1248	$0.1248
926 +	$0.1300	$0.1300

HIGH VOLUME DISCOUNTS
High volume discounts do not apply to this service.

SERVICE CHARGE
This charge is applied on a per call basis.

		Charge Per Call
a.	Customer Dialed Station to Station	$0.79
b.	Attendant Handled	
	(.01) Station to Station	$1.25
	(.02) Person to Person	$3.00

OPTIONS
Options available to * USA Card customers include Personal Attendant and Speed dialing.

a. Personal Attendant. This option provides the customer with the means to access a directory assistance-like service, through the Direct Connect function, or a message receipt/delivery option through the Message Storage and Forward function.

.01 Direct Connect. Teleconnect provides this function to customers who are in need of obtaining a station number from a directory assistance-like service. A customer wishing to use this service will enter "* 0" following the prompt tone. A Teleconnect attendant will come onto the line and request the name and location of the party the customer wishes to access. After acquiring the necessary information from the customer, the Teleconnect attendant will contact directory assistance, obtain the number desired, and then pass the information along to the customer. The customer will then choose to either terminate the call or have the Teleconnect attendant complete the call.

(a) Directory Assistance-like Service Rates and Charges. An undiscountable charge of $1.99 per call will apply to each call requesting Directory Assistance for numbers in the United States. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator.

(b) Attendant Assisted Rates and Charges. If the Teleconnect attendant connects the customer with the station or the party in question, the customer will incur the following charge as appropriate.

	Charge Per Call
Station to Station	$1.25
Person to Person	$3.00

In addition to this charge, the customer will incur the $1.99 directory assistance charge and the long distance charges shown previously. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance

call completed by the Directory Assistance operator.

.02 Message Storage and Forward. This service provides the customer with a message relay service. The customer will contact a Teleconnect attendant by entering "* 4" following the tone, tape the desired message, and specify the date and time for delivery. Teleconnect will attempt to deliver the message in the following manner. The initial attempt will correspond with the customer's requested time of delivery, the next three (3) attempts will be spaced fifteen (15) minutes apart, and the last four (4) attempts will be spaced sixty (60) minutes apart. Teleconnect will make no more than eight (8) attempts at delivery. Teleconnect does not guarantee successful delivery of messages. The rates and charges incurred by the customer for service are as follows:

Activity	Charge
Taping of message	$0.29 per minute
Relay of message	$0.29 per minute
Attendant Surcharge:	
Station to Station	$2.00 per taped message
Person to Person	$3.75 per taped message

The attendant surcharge applies even if Teleconnect has been unsuccessful in delivering the message to the appropriate party.

b. Speed Dialing. Speed Dialing provides the customer with a simplified means of accessing frequently called numbers. The customer enters a specified code which is automatically converted into a telephone number. These codes are programmed and maintained by the customer. The Speed Dialing option is accessed by entering "* 9." The customer will then enter "0" to access the automated attendant which will assist the customer in programming the speed codes. The customer has the capability of programming up to nine (9) personalized speed dial numbers.
This option is provided free of charge to * USA Card customers.

JOINT USER SERVICE

RATES AND CHARGES

a. Applicability. Any entity which is elected or authorized to serve as a manager of a Joint User Group and is duly authorized to represent members of the Joint User Group, is entitled to order Joint User Service at the rates and charges listed below:

.01 * USA Card usage rates as listed in this catalog schedule are discounted by fifteen percent (15%) for day, evening and night/weekend.

.02 * USA Card charge as listed in this catalog schedule for customer dialed Station-to-Station is eliminated.

.03 The Joint User Group, in composite, must generate $125,000.00 of total rates and charges per month with Teleconnect derived from all jurisdiction in order to be eligible for Joint User Service. In order for a group to be considered a Joint User Group and eligible for the above rates, the applicant must meet all criteria established by Pacific Bell in accordance with its Joint User Tariff (A5.6.1 first revised sheet 478 and sixth revised sheet 479).

b. Liability. The manager of the Joint User Group is responsible for payment for all usage generated by each member of the Joint User Group. Failure of an individual member to pay the manager of the Joint User Group in no way alleviates the manager from the liability for payment of those charges.

VIRTUAL PRIVATE LINE

RATES AND CHARGES

a. Usage Charges

Channel Mileage		
From	To and Including	Charge Per Minute
0	50	$.15
51	120	.20
121	220	.30
221	320	.35
321	500	.40
501	800	.45
801	And over	.50

For calculating the distance of a Virtual Private Line call the distance used for pricing purposes is the airline mileage between serving wire center, not toll centers.

b. Line Termination Charges

1. Ordering of line termination facilities:
Per line termination - $50.00 monthly

2. Customer has the option of ordering one line termination through Teleconnect and the other from another source, both ends from Teleconnect, or neither end from Teleconnect.

c. Installation and Relocation Charges

1. An installation charge of $125.00 applies for the installation of each primary location. For a relocation of a primary location in different premises, installation charges apply.

d. Special Access Surcharge. In addition to the above, a Special Access Surcharge of $25.00 per month, per service point, is applicable to each access line facility provided by a local exchange telephone company. The surcharge will not apply to such a facility for which the customer has furnished Teleconnect with an Exemption Certification. The surcharge is applicable where the Virtual Private Line allows traffic to either to originate or terminate for locations other than the customer's premises within the free calling area.

LIMITED LOCATION

a. Virtual Private Line service is limited to call between San Francisco and Los Angeles.

b. If the customer's location is beyond the corporate city limits of San Francisco or Los Angeles, the customer is obligated to provide a connection within the corporate city limits. If the customer can gain access via facilities other than Teleconnect's, no additional charge applies beyond line termination. If Teleconnect provides the connection via the leased facilities of others, the customer will be subject to charges on an individual case basis.

ADDITIONAL AND CONTRACTUAL VOLUME DISCOUNTS

RATES AND CHARGES

a. Description. At the customer's request, the customer may contract to receive additional volume discounts for the customer's Teleconnect long distance services. The customer may contract on a month-to-month basis or on a long term basis for these discounts. The discount levels will be determined by using the aggregate net dollar volume (after applying existing discounts) of all Teleconnect services, both intrastate and interstate, used by the customer, but the discount will be applied only to those Teleconnect services which are tariffed to receive High Volume Discounts. These discounts will be applied after and in addition to the tariffed High Volume Discounts for each service.

For the Contractual Volume Discount, the discount will vary with the length and year of the contract, as stated in d.

b. Availability. Additional and contractual volume discounts are available to all Teleconnect customers who

subscribe to a long distance plan which is subject to high volume discounts.

c. Rates and Charges. Additional and contractual volume discounts are subject to the following monthly and nonrecurring charges:

Monthly	Nonrecurring
$50.00	$0.00

d. Volume Discounts. The following schedule of volume discounts will apply:

		Volume Discounts Based on Length of Contract		
Net Dollar Volume	Month to Month	1st Year Contract	2nd Year Contract	3rd Year Contract
$ 10,000 - $ 15,000	1%	3%	4%	5%
$ 15,001 - $ 25,000	3%	5%	6%	7%
$ 25,001 - $ 50,000	4%	6%	7%	8%
$ 50,001 - $100,000	6%	8%	9%	10%
$100,001 - $250,000	7%	9%	10%	11%
$250,001 +	8%	10%	11%	12%

* When a customer signs a two or three year contract, the percent of discount will change each year as reflected above.

e. Discontinuance of Service Prior to Expiration of Contract. In the event a customer chooses to discontinue the contract prior to the completion of the term of the contract, the following penalties will apply:

.01 The customer who terminates the contract in the first year must repay 100% of the Contractual High Volume Discount received up to that point.

.02 The customer who terminates the contract in the second year must repay 75% of the Contractual High Volume Discount received up to that point.

.03 The customer who terminates the contract in the third year must repay 50% of the Contractual High Volume Discount received up to that point.

DIALED NUMBER IDENTIFICATION SERVICE

Dialed Number Identification Service is subject to the following monthly and nonrecurring charges:

Monthly	Nonrecurring	Change Charge
$0.00	$500.00	$50.00/request

DIRECTORY ASSISTANCE (DA) SERVICE

An undiscountable charge of $1.99 per call will apply to each call requesting Directory Assistance for numbers in the United States. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator. In the event that a DA operator is unable to provide the requested number, the charge for the call will still apply. When a customer reports that an incorrect number has been provided by the DA operator (including the number requested, the number provided, and the reason the number is incorrect), a credit for the amount of the charge per call will be granted.

HELLO CALIFORNIA

RATES

a. Day Rates

Initial Minute Rate	Add'l Minute Rate

$0.2700	$0.2700

b. Evening Rates

Initial Minute Rate	Add'l Minute Rate
$0.1300	$0.1300

c. Night/Weekend Rates

Initial Minute Rate	Add'l Minute Rate
$0.1100	$0.1100

OPTIONS
HELLO CALIFORNIA is available with the *USA Card service as an enhancement. The rates and charges for the *USA Card are found in this catalog schedule.

COMBINATION WITH OTHER SERVICES
HELLO CALIFORNIA may be combined with 800 Personal Hotline. Customers who purchase combined services will not be required to meet the monthly minimum usage set forth below. The customer is obligated to pay the tariffed usage rates as specified in the 800 Personal Hotline section of this catalog schedule.

RATES AND CHARGES - MONTHLY AND NONRECURRING
The monthly and nonrecurring charges applicable to interstate service allows the customer to utilize intrastate service at no additional charge.

MINIMUM USAGE CHARGE
HELLO CALIFORNIA customers will be charged the greater of $5.00 per month or the cumulative message charges for the month. Non-jurisdictional calling charges contribute to the $5.00 monthly minimum.

RATES APPLICABLE ON CERTAIN HOLIDAYS
For the following holidays the Evening rates are used, unless lower rates would normally be applicable:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

OPTIONAL SERVICES

ACCOUNT CODES

Rates and Charges

a. Variable Length Account Codes. The length of the codes are as follows:

	One-Time Charge	Monthly Recurring Charges
2 Digit	$15.00	$ 5.00
3 Digit	$25.00	$10.00
4 Digit	$50.00	$15.00

b. Rates and Charges. Pricing is determined by the number of divisional and departmental subtotals required ("breaks"). Authorization codes and account codes are priced separately and in addition to corporate billing charges. The customer will be assessed a $10.00 one-time change charge to add in billing detail under this service, and monthly rate and nonrecurring charges as set forth in the following chart:

	Monthly	Nonrecurring

.01	0 - 15 Breaks	$15.00	$ 5.00
.02	16 - 49 Breaks	$25.00	$10.00
.03	50 Plus Breaks	$50.00	$15.00

c. SECURE-CALL Codes.

Predesignated Packages Numbers of Random Codes	Additional One-Time Charges for 2-Digit	3-Digit	4-Digit
25	$10.00	$15.00	---
50	---	$25.00	---
100	---	$35.00	---
200	---	$45.00	---
400	---	$50.00	$ 75.00
600	---	$60.00	$ 85.00
800	---	---	$ 95.00
1000	---	---	$ 100.00

Pricing of larger 4 digit packages are available upon request. Under these circumstances the rates and charges are on an individual case basis.

d. Customized Screened Account Codes. Pricing for Customized Screened Account Codes is as follows:

Additional One Time Charge	$50.00
Change Charge per Request	$10.00

AUTHORIZATION CODES

Rates and Charges. Additional authorization codes are available for a $10.00 one-time setup charge.

MAG TAPE/DISKETTE BILLING

Rates and Charges. Mag tape/diskette billing is available for a $300 one-time setup charge and a $100 monthly rate. The customer has the alternative of a single request for $400.00

MULTIPLE BILLING

Rates and Charges. The customer is charged a $10.00 fee for each multiple bill requested.

SPEED CODES

a. Customers are charged a $25.00 one-time setup charge and a $10.00 monthly rate per packet of 16 Speed Codes.

b. Customers are charged a $50.00 one-time setup charge and a $20.00 monthly rate per packet of 50 Speed Codes.

CHECK SERVICE CHARGE

A check service charge will be assessed for any reason a check tendered by a Teleconnect customer as payment for tariffed service is returned to Teleconnect or is not in acceptable form. The check service charge is $10.00.

NOTES WHICH AFFECT RATES

TIME OF DAY

.01 Day Rates. These rates are applicable from 8:00 a.m. to 5:00 p.m., Monday through Friday with the exception of the holidays listed.

.02 Evening Rates. These rates are applicable 5:00 p.m. to 11:00 p.m. Sunday through Friday.

.03 Night/Weekend Rates. These rates are applicable 11:00 p.m. to 8:00 a.m., Monday through Friday, all day Saturday and Sunday between 8:00 a.m. and 5:00 p.m. as well as 11:00 p.m. to 8:00 a.m.

RATES APPLICABLE ON CERTAIN HOLIDAYS

For the following holidays the Evening rates are used, unless lower rates would normally apply:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

METHOD OF APPLYING RATES

DAYSAVER, DAYSAVER PLUS, MAX-SAVE

The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed.The subsequent seconds are rounded in tenth of a minute increments, with the remaining seconds, if any, rounded up to the next tenth of a minute and are subject to the additional tenth of a minute charge.
Fractional cents, if any, are rounded up to the nearest whole cent.

Smart Minutes

All Smart Minutes calls will be billed in one-minute increments.

SUPERWATS PLUS

The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed. The subsequent seconds are rounded in tenth of a minute increments, with the remaining seconds, if any, rounded up to the next tenth of a minute and are subject to the additional tenth of a minute charge. Fractional cents, if any, are rounded up to the nearest whole cent.

FLEX-SAVE PLUS.
To determine the appropriate charge, each call is rated by the following method.

a. Initial Minute.
The initial whole minute or fraction thereof is subject to the initial minute rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment.
The subsequent seconds beyond the initial increment (first minute for Flex-Save Plus are rounded in tenth of a minute (6 second) intervals with any remaining seconds rounded to the next higher tenth of a minute interval. Those 6-second increments are subject to the precise billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial minute plus the charge calculated for the subsequent 6-second increments determine the previous billing charge for the call. The total amount of the call is rounded up to the nearest whole cent.

SURE-SAVE PLUS
To determine the appropriate charge, each call is rated by the following method.

a. Initial Minute

The initial whole minute or fraction thereof is subject to the initial minute rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment
The subsequent seconds are rounded in whole minute increments, with the remaining seconds, if any, rounded up to the next whole minute, and are subject to the whole billing factor for the appropriate play to which the customer subscribed.

c. Total
The charge calculated for the initial minute plus the charge calculated for the subsequent whole minute(s) determines the whole minute charge for the call. The total amount of the call is rounded up to the nearest whole cent.

DAYSAVER I

a. Whole Minutes. DaySaver I usage (both initial minute and subsequent minute) is measured in whole minute increments.

b. Time of Day. The time of day is used to determine which rate is to be applied to usage.

TRAC and TRAC 2000

To determine the appropriate charge, each call is rated by the following method.

a. Initial Increment. The initial 18 seconds or fraction thereof is subject to the initial 18 second rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment. The subsequent seconds beyond the initial increment for TRAC are rounded in one-tenth minute (6 second) intervals with any remaining seconds rounded up to the next higher one-tenth minute interval. Those one-tenth minute increments are subject to the additional one-tenth minute billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial increment plus the charge calculated for the subsequent increment determines the charge for the call. The total charge is rounded up to the nearest whole cent.

TRAC 800 and 800 TRAC 2000

To determine the appropriate charge, each call is rated by the following method.

a. Initial Increment. The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment. The subsequent seconds beyond the initial increment for TRAC are rounded in one-tenth minute (6 second) intervals with any remaining seconds rounded up to the next higher one-tenth minute interval. Those one-tenth minute increments are subject to the additional one-tenth minute billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial increment plus the charge calculated for the subsequent increment determines the charge for the call. The total charge is rounded up to the nearest whole cent.

HELLO AMERICA

a. Whole Minute. HELLO AMERICA usage (both initial and subsequent minutes) is measured in whole minute increments.

b. Time of Day. The time of day is used to determine which rate is applied to usage.

c. Minimum Usage. The minimum usage level for HELLO AMERICA is $5.00 per month. This minimum usage can consist of interstate usage, intrastate usage, or any combination of interstate and intrastate usage.

* USA CARD

DESCRIPTION

a. Nature of Service. * USA Card is an interexchange telephone service that allows customers to originate calls from any telephone in the state of California and terminate calls to any location within the state of California. Usage charges are based on the distance, duration, and time of day of each call.

b. Dialing Procedure. The method of access consists of the following steps:

1. dialing 1-800-369-9999
2. entering the 14 digit authorization code unique to each * USA Card (i.e. the code will be different than the traditional 7 digit authorization code).
3. entering the called number or star key to access the enhanced services menu following the tone from the automated attendant.

AVAILABILITY

* USA Card is available to any Teleconnect customer on a statewide basis.

RATES AND CHARGES - USAGE

a. Determination of Duration

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone attendant board, private branch exchange console, or enhanced services menu.

.02 chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

b. Calculation of Charge. To determine the appropriate long distance charge, each call is rated using the following method.

.01 The initial minute, or fraction thereof, is subject to the initial minute rate.

.02 The subsequent seconds are rounded in whole minute increments with the remaining seconds rounded up to the next whole minute and are subject to the additional minute rate.

c. Time of Day. The following time periods are applicable to the point of origination.

.01 Day Rates. Day rates are applicable 8 a.m. to 5 p.m. Monday through Friday with the exception of the holidays.

.02 Evening Rates. Evening rates are applicable 5 p.m. to 11 p.m. Sunday through Friday.

.03 Night/Weekend Rates. Night/Weekend rates are applicable 11 p.m. to 8 a.m. Sunday through Friday, all day Saturday and Sunday between 8 a.m. and 5 p.m.

VIRTUAL PRIVATE LINE

Virtual Private Line is a "ring down" service, meaning the customer can only reach a predesignated location or locations. Once the customer lifts the receiver at the originating location the predesignated terminating location will ring.

DIALED NUMBER IDENTIFICATION SERVICE (DNIS)

a. Description. DNIS permits a customer with multiple 800 numbers in the same routing arrangement to identify the specific 800 number which was dialed by the calling party.

Identification is accomplished by outpulsing a set of digits unique to the dialed 800 number. Between one (1) and five (5) digits are outpulsed to the customer premises. The outpulsed number can be (but is not required to be) the last four (4) digits of the 800 number.

b. Availability. DNIS is available to Teleconnect customers who subscribe to a DAL or a T-1 service and when the following conditions are met:

.01 The customer is responsible for providing equipment capable of receiving the outpulsed digits so the 800 number can be identified.
.02 All access lines within the same routing arrangement must be equipped for DNIS.

DIRECTORY ASSISTANCE

a. Description. Directory Assistance (DA) calls provide Teleconnect customers with access to Local Exchange Carrier Directory Assistance operators to provide telephone number lookup. When furnished with a name and locality, the Directory Assistance operator will provide, or attempt to provide, the telephone number or numbers listed in the exchange carrier records associated with the name given.

A maximum of one request for telephone numbers will be accepted per call to the DA operator. A telephone number which is not listed in the DA records will not be available to the customer.

The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number.

The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any other purpose other than provision of DA service.

b. Availability. DA is available to all Teleconnect customers.

TAXES AND FEES CHARGEABLE TO CUSTOMERS

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging) and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; b. terminal equipment sales; c. inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the AT&T (d.b.a. SBC California) tariffs.

a. Adjustments for State, County or Municipality Payments. Now, or at any future time, if the State of California, any county or any municipality possesses or acquires the legal right to impose sales tax, gross receipts tax, excise tax, occupation tax, license tax, franchise tax, permit fee, public service commission fee or other similar tax or fee upon Teleconnect, and has imposed, or imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such state, county or municipality. Such billing shall allocate the tax, fee or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made subject to such tax, fee or charge.

b. California Teleconnect Fund (CTF): Pursuant to Commission Resolution No. T-16742, orders telecommunications carriers to provide a 50% discount to all qualifying entities; school library, Municipal or County Government Owned and Operated Hospital and Health Clinic, Community Based Organization for the following services: all measured business service lines, switched 56 lines, ISDN, DSL, T-1, DS-3 and OC levels up to and including OC 192 services or their functional equivalents upon receiving an accepted application from the qualifying entity.

Applicable to services rendered on and after June 20, 2003.

Payphone Use Charge:* An undiscountable $0.55 per call charge is applicable to calls that originate from any payphone within the state used to access MCI services as follows. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with MCI service, applies for the use of the instrument used to access MCI service and is unrelated to the MCI service accessed from the payphone. Customers of Metered Use Services will be charged the payphone use charge for each call which is placed from payphones within the state. The payphone use charge does not apply to calls placed from payphones phones at which the customer pays for service by inserting coins during the progress of the call; calls using Telecommunications Relay Service; calls originated by customers with qualified hearing or speech impairments who are certified.

* Where billing capabilities exist

HELLO CALIFORNIA

DESCRIPTION

a. Nature of Service. HELLO CALIFORNIA is an interexchange telephone service, by which customers can originate calls from any specified equal access exchange and terminate calls in any intrastate location.

The customer does, however, have the ability to place calls from any telephone in the state using the *USA Card. Applicable usage charges are determined by the duration of the call and time of day the call is placed.

b. Dialing Procedure. Any customer who subscribes to HELLO CALIFORNIA in an equal access area, may access the service by dialing 1 + NPA + NXX-XXXX.

AVAILABILITY
HELLO CALIFORNIA is only offered as an add-on to Teleconnect's interstate HELLO "States" service.

APPLICATION

a. Rate Structure. HELLO CALIFORNIA service has a rate structure which is based on the whole minute rates as listed in this catalog schedule.

b. Determination of Duration

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.

.02 Chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

c. Calculation of Charge

.01 The initial whole minute or fraction there of is subject to the initial minute rate found in this catalog schedule.

.02 The subsequent seconds are rounded in whole minute increments with the remaining seconds rounded up to the next whole minute and are subject to the additional minute rate found in this catalog schedule. The total number of additional minutes is multiplied by the additional minute rate and the product is the charge for subsequent whole minutes of use.

.03 The charge calculated for the initial minute, plus the charge calculated for subsequent whole minute(s) determines the charge for the call. The total amount of the call is rounded up to the

nearest whole cent.

.04 HELLO CALIFORNIA customers will be charged the greater of $5.00 per month or the cumulative message charges for the month. Non-jurisdictional calling charges contribute to the $5.00 monthly minimum.

d. Determination of Time of Day

.01 Day Rates. These rates are applicable from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m. Monday through Friday with the exception of holidays listed in this catalog schedule.

.02 Evening Rates. These rates are applicable from 12:00 noon to 1:00 p.m. Monday through Friday and 5:00 p.m. to 11:00 p.m. Sunday through Friday.

.03 Night/Weekend Rates. These rates are applicable 11:00 p.m. to 8:00 a.m. Sunday through Friday, all day Saturday and between 8:00 a.m. and 5:00 p.m. on Sunday.

SPECIAL EQUIPMENT AND/OR ARRANGEMENTS

For special equipment and arrangements furnished in connection with service, charges equivalent to the estimated cost of furnishing such equipment or arrangements apply. Estimated cost consists of an estimate of the cost of maintenance; cost of operation; depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimate net salvage; administration, taxes and uncollectible revenue on the basis of reasonable average charges for these items; any other specific items of expense associated with the particular situation; and a reasonable amount, computed on the estimated cost installed of any facilities provided for return and contingencies.

CANCELLATIONS AND DEFERMENTS

When a customer cancels or defers an order for service before the service is activated, a charge applies to allow Teleconnect to recover its unrecovered costs including but not limited to engineering, labor, material, and equipment. Charges apply as follows:

a. Cancellation. In a cancellation situation the charge is equal to Teleconnect's unrecovered costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with cancellation. These costs include, but are not limited to, engineering, labor, and nonrecovered material and equipment expense. The amount of cancellation charges shall not exceed the total of all minimum monthly and termination charges which would have applied had the service as ordered been established.

b. Deferment of Start of Service. In a deferment of service situation the following charges apply:

.01 If the request for deferment is received by Teleconnect prior to the date an order for the equipment or service is placed with its supplier--no charge shall apply.

.02 For deferments received by Teleconnect subsequent to the date the order for equipment or service is placed with its supplier, a monthly rate based upon costs incurred prior to the request for deferment applies. The monthly rate equals the deferred investment times the monthly prime interest rate announced by The Merchants National Bank of Cedar Rapids, IA, U.S.A, plus recurring costs resulting directly from the deferral such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering and labor or transportation, shall be billed in total.

Billing shall start at the beginning of the month of deferment and extend to the start of service. Charges shall not exceed the monthly rate which would have applied had the service been established. Teleconnect will charge the customer who defers service any and all rates and charges incurred by Teleconnect for any leased facilities for which Teleconnect is held responsible. Teleconnect will make a good faith effort to minimize those charges whenever possible.

SUMMARY LIST OF CONTRACTS AND DEVIATIONS

None in effect.

RULES

RULE NO. 1 – DEFINITIONS

Authorization Code: The term "authorization code" means a numeric code which identifies an individual or company to be billed for calls charged by authorized users.

Automatic Number Identification: The term "automatic number identification" means a service offered by the local operating company which automatically identifies the telephone number for the line or trunk from which a call is originating.

Breaks: The term "breaks" means the number of divisional or departmental subtotals required under the corporate billing option.

Building: The term "building" means a structure occupied by a customer. Multi-occupant structures will be considered different buildings as to a customer when spaces of that customer are separated by space occupied by others.

Calls: The term "calls" means telephone messages completed by customers or users.

Casual Caller: Denotes any person who uses Company service from an equal access end office who does not have a current account with the Company for services subject to this catalog schedule, to include: (i) any person who has not established an account with the Company who places calls over the Company's network from an equal access area; (ii) any presubscribed customer located in an equal access area who has either voluntarily terminated his Company account or has had his Company account terminated in accordance with the terms and conditions set forth in this catalog schedule; and (iii) new or allocated customers whose accounts are not yet established in the Company's billing system.

Central Office: The term "central office" means a unit in a local utilities telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building.

Commercial Service A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a business or commercial rate in the applicable local exchange service tariff for switched service.

Commission: The term "Commission" means the California Public Service Commission.

Customer
The person, firm, corporation or other entity which orders service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges and for compliance with Teleconnect Company, Inc. tariff regulations. The term "customer" also includes a casual caller (as defined previously in this catalog schedule), person, firm, corporation or other entity that (1) has not presubscribed to Teleconnect Company, Inc. service, but accesses Teleconnect Company, Inc. Dial "1" by dialing the access number 1010826, or any other Teleconnect Company, Inc. carrier identification code, or (2) remains presubscribed to Teleconnect Company, Inc. service after its account is removed from Teleconnect Company, Inc. billing system, subsequently continues to use Teleconnect Company, Inc. network, and is billed

by a local exchange service company in compliance with Teleconnect Company, Inc. tariff regulations. For billing purposes, a customer is considered to be an account. In the Metered Use Services, if a person, firm, corporation or other entity orders the service in more than one Teleconnect Company, Inc. originating city, or requests the assignment of more than one account number in a particular city, each such account is a separate customer for billing purposes.

Customer Premises Equipment: The term "customer premises equipment" means all terminal equipment normally used on the customer's premises owned by the customer, or by the telephone utility or some other supplier and leased to the customer.

Deactivate or Deactivation: The terms "deactivate" and "deactivation" mean the removal of an authorization code from effectiveness.

Dedicated Access Line: The term "dedicated access line" means the line between the customer premise and Teleconnect that does not pass through the switched network of a local exchange utility.

Delinquent or Delinquency: The terms "delinquent" and "delinquency" mean an account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. The term can also relate to a contested bill once the Commission finds the customer's complaint without merit.

Demarcation Point: The term "demarcation point" means the point of connection provided and maintained by the local utility to which existing or new inside station wiring becomes dedicated to an individual customer's use.

Depositor: The term "depositor" means the customer from whom a deposit is required.

Disconnect: The term "disconnect" means the disabling of circuitry preventing outgoing and/or incoming communications from the Teleconnect switch.

Dual Tone Multi-Frequency: The term "Dual Tone Multi-Frequency" means a protocol which uses two distinct frequency tones out of eight possible frequency tones to distinguish a number entered by a customer using a "Touch Tone" type instrument.

Due Date: The term "due date" means the last day for payment without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated "due by," "pay by" or "if paid by" on the customer's bill.

Exchange: The term "exchange" means a unit established by the local exchange utility for the administration of local communication services.

Exchange Service: The term "exchange service" means a local communication service furnished by means of local exchange plant and facilities.

Exchange Service Area or Exchange Area: The terms "exchange service area" or "exchange area" refer to the general area in which the local telephone utility holds itself out to furnish exchange telephone service.

Extended Area Service: The term "extended area service" means telephone service, furnished at local rates, between customers located within an exchange area and all of the customers of an additional exchange area.

Feature Group D: The term "Feature Group D" means the type of access which provides for "1+" customer dialing through the IXC of the customer's choice. FGD is also known as equal access.

Individual Case Basis: The term "individual case basis" means the application of a rate, charge, or condition of the tariff as determined by individual circumstances.

Initial Service Period: The term "initial service period" means the minimum period for which service will be installed and terminated without the application of an initial bill charge. Except as noted, the initial service period is one month from the initiation of service.

Inside Station Wiring: The term "inside station wiring" means wiring located on the premises beyond the demarcation point.

Installation Charge: The term "installation charge" means a nonrecurring charge associated with the installation of certain services or facilities either in lieu of or in addition to recurring monthly rates or service charges or rates.

Interexchange Service: The term "interexchange service" is the provision of intrastate telecommunications services and facilities between local exchanges and does not include EAS.

Interexchange Utility: The term "interexchange utility" means a utility, a resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges. A local exchange utility that provides interexchange service may also be considered an interexchange utility.

Local Exchange Utility: The term "local exchange utility" means a telephone utility that provides local service under a tariff filed with an appropriate state public utility commission. The utility may also provide other services and facilities such as access services.

Local Service: The term "local service" means telephone service furnished between customers or users located within an exchange area.

Local Service Area: The term "local service area" means the area within which are located the lines to which calls may be made under a specified schedule of exchange rates without payment of toll charges.

Local Utility: See "local exchange utility."

Message: The term "message" means "a" telephone call by a customer or user.

Premises: The term "premises" denotes the space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right-of-way, or a natural barrier.

Prorate: The term "prorate" means the basis sometimes used for determining the charge for service furnished for a period less than that used in specifying rates. The pro rata charge for a service for which the rate is specified on a monthly basis is 1/30 of the monthly rate times the number of days service was furnished.

Rates: The term "rates" shall mean recurring amounts billed to customers for regulated services and equipment.

Residential Service A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a residential, non-commercial, or non-business rate in the applicable local exchange service tariff for switched service.

Rotary Pulse: The term "rotary pulse" means the transmission of digital information from a customer's dial to the central office equipment. The numerical value of each digit in the dialed telephone number is determined by the number of on-hook intervals in a train of pulses. The on-hook intervals for each digit are separated by short off-hook intervals, and the digits themselves are separated by relatively long off-hook intervals.

Serving Exchange: The term "serving exchange" means a unit established for the administration of communication services in which Teleconnect holds itself out to provide service. The boundary of the serving exchange for Teleconnect is identical to that filed by the local utility.

Special Dialing Procedures: The term "special dialing procedures" means the dialing procedures which are an exception to the three step procedure. Special dialing procedures are available where a customer is in an equal access area and has registered specific lines with Teleconnect for "1+" dialing. When Teleconnect has been designated as the customer's primary interLATA carrier, and the call is an interLATA call, the call may be dialed in the following sequence:

1 + area code + long distance telephone number.

Suspend: The term "suspend" means temporary disconnection or impairment of service which shall disable either outgoing or incoming communications or both.

Switching Service: The term "switching service" means switching performed for the service lines.

Teleconnect Exchange: The term "Teleconnect exchange" means the serving exchange of the Metropolitan Los Angeles free calling area. Continued service to EAS exchanges may be contingent upon any and all conditions imposed by the tariff or the financial incentives or disincentives imposed by secondary exchange carrier tariffs.

Telephone Utility or Utility: The terms "telephone utility" or "utility" mean any person, partnership, business association, or corporation, domestic or foreign, owning or operating any facilities for furnishing communications service to the public for compensation.

Three-Step Dialing Procedure: The term "three-step dialing procedure" means Teleconnect access number + authorization code + area code + long distance telephone number.

Timely Payment: The term "timely payment" is a payment on a customer's account made on or before the due date shown: (1) on a current bill for rates and charges, or (2) by an agreement between the customer and utility for a series of partial payments to settle a delinquent account.

Toll Message: The term "toll message" means a message made between different exchange areas for which a charge is made.

Toll Rate: The term "toll rate" means the Catalog Schedule charge prescribed for toll messages, usually based upon the duration of the message, the distance between the exchanges, the day and time of the message.

Tone: The term "tone" means a DTMF signal.

Traffic: The term "traffic" means telephone call volume, based on number and duration of calls.

WATS Access Line: The term "WATS Access Line" means the special access line between the customer premise and the WATS serving office.

EXPLANATION OF ABBREVIATIONS

ANI	Automatic Number Identification
BPS	Bits per Second
BPI	Bits per Inch
Cal PUC	California Public Utility Commission
CO	Central Office
CPE	Customer Premises Equipment
DAL	Dedicated Access Line
DDD	Direct Distance Dialing
DTMF	Dual Tone Multi-Frequency
EAS	Extended Area Service
FCC	Federal Communications Commission
FGD	Feature Group D
ICB	Individual Case Basis
LATA	Local Access and Transport Area
LMS	Local Measured Service
OCC	Other Common Carriers
OS	Operating Systems
P.U.C.	Public Utility Commission
WAL	Wats Access Line

RULE NO. 2 - DESCRIPTION OF SERVICE

MAJOR SERVICES

DAYSAVER, DAYSAVER PLUS, AND MAX-SAVE

a. Nature of Service. DAYSAVER, DAYSAVER PLUS and MAX-SAVE Services are interexchange telephone services, which allow customers to originate calls from any specified Teleconnect exchange, as listed in the Tariff, and terminate calls in any intrastate location within the State of California. Usage charges are generally based on the distance, duration and time of day for each call.

b. Dialing Procedure. The DaySaver Plans and MAX-SAVE may be accessed only through the special dialing procedures.

Smart Minutes

a. Nature of Service. Smart Minutes (an add-on to interstate service) is an outbound Residential Service that allows customers to originate intrastate calls via Local Exchange Carrier Feature Group D access lines. A customer may pre-subscribe up to two lines for Smart Minutes or may access the Service by dialing 1010826.*

* If a customer dials 1010826, Smart Minutes rates apply only when a call is placed from a pre-subscribed Smart Minutes phone.

b. Availability Service is available on a limited geographic basis and for customers of certain local exchange carriers.

SUPERWATS PLUS

a. Nature of Service
SUPERWATS PLUS is an interexchange telephone service which allows customers to complete interstate and/or intrastate calls on the same access line. The rates and charges set forth in this catalog schedule are in payment for the usage furnished between the calling and the called stations on California intrastate basis. Other charges, as described in Teleconnect's FCC Tariff No. 1, are also appropriate.

b. Dialing Procedure
SUPERWATS PLUS may be accessed by:

1) 1 + area code + long distance telephone number (for Feature Group D.)

c. Availability
Teleconnect offers intrastate SUPERWATS PLUS Service only as an add-on service to customers who subscribe to Teleconnect's interstate SUPERWATS PLUS Service. It is available under two methods of access; Feature Group D (FGD) and Dedicated Access Line (DAL).

800 SERVICE

a. Nature of Service. 800 Service is an interexchange telephone service which allows a customer to receive calls from any station within the state of California at no toll charge to the calling party. The customer is responsible for all calls placed to the customer's 800 number.

b. Dialing Procedure. The dialing procedure for 800 Service is 1-800-NXX-XXXX, where the NXX-XXXX is the 800 number assigned to the customer.

c. Specific Plans Included in the 800 Service Family.
800 Services are comprised of the following play types:

.01 Profit Line*

.02 Profit Line Plus*

.03 Personal Hotline*

.04 800 SUPERWATS PLUS*

* Profit Line, Profit Line Plus, Personal Hotline and 800 SUPERWATS PLUS are registered Service Marks of Teleconnect Company.

d. Determination of Duration

.01 The duration of a call begins when the connection is established between the calling station and the desired telephone attendant board or PBX console.

.02 The duration of a call ends when the connection is terminated.

.03 The duration of a call does not include time lost because of faults or defects in service.

e. Determination of Time of Day

.01 Day. Daytime rates shall apply from 8:00 a.m. until 5:00 p.m., Monday through Friday.

.02 Evening. Evening rates shall apply from 5:00 p.m. until 11:00 p.m., Monday through Friday.

.03 Night/Weekend. Night/Weekend rates shall apply from 11:00p.m. until 8:00a.m., Monday through Friday. Saturday and Sunday applies to all day.

f. Availability. Teleconnect only offers its individual intrastate 800 services only as add-ons to Teleconnect's interstate 800 services.

OPERATOR SERVICES

a. APPLICABILITY
Operator Services applies to all interexchange telephone services messages made between two or more points within the State of California.

b. DESCRIPTION
Operator Services provides telecommunications on an intrastate basis to the customer. Operator Services charges cover the service furnished between the calling and called stations of service points, this includes all methods of originating and terminating operator services calls.

c. PROVISION OF SERVICE
Operator Services is available to and from customers of other carriers and telephone utilities with an arrangement for interchange of telephone traffic. This service is furnished through interconnecting equipment and local connecting facilities.

d. TYPE OF SERVICE

.01 Customer Dialed Calling Card Station Service - The customer dialed calling card station rate applies when the person originating the call:

(a) Dials zero (0) plus the desired number and the commercial credit card or Local Exchange Utility calling card number (where equipment is available) to complete the call without

operator assistance, or

(b) Dials zero (0) plus the telephone number to complete the call. In such, cases operator assistance is limited to recording the commercial credit card or Local Exchange Utility calling card number for billing purposes, or

(c) Inserts a commercial credit card or Local Exchange Utility calling card into a telephone equipped card reader (where equipment is available), dials zero (0) plus the called telephone number to complete the call without operator assistance.

.02 Operator-Handled Station Service - An operator-handled station rate applies when calls are completed with the assistance of an operator (except in f. below).

.03 Operator-Handled Person Service - An operator-handled person rate applies when:

(a) A calling person names the particular party to be reached by an operator, including such a call paid for by coin deposit. The party may be.

- A person.
- A mobile station.
- A station, department or office reached through a PBX attendant.

(b) The calling party cannot speak to the intended person or station, but agrees to speak to someone else.

(c) The calling party requests an operator to make arrangements with a person to receive a call at a specified time.

e. TIMING OF CALLS

On customer dialed calling card station and operator-handled station, the timing of a call begins when the calling and called stations are connected.

On Person calls, the timing of a call begins when the calling party is connected to a specified person, number, or an agreed-upon alternate.

The timing for all calls ends when the calling party hangs up the telephone. If the called party hangs up, but the calling party does not, the timing of the calls ends when the automatic timing equipment or the Company operator releases the network connection.

The timing of a call does not include time lost because of service faults or defects that are reported to the Company.

f. COLLECTION OF CHARGES

Charges for all Teleconnect Operator Services messages are billed to the calling telephone number, except where the message are billed to:

.01 The called party as a collect call, and the charge is accepted by the called party. This does not apply if the called number is a coin telephone. In this case, the charge may be accepted, but must be billed to a commercial credit card or Local Exchange Utility calling card number or third number which the called party is authorized to use, otherwise the called party must originate a new call.

.02 A third telephone number, except a coin telephone number, which the calling party is authorized to use, anywhere in the United States or Canada.

.03 A commercial credit card or Local Exchange Utility calling card account when the party requesting such billing is authorized to use such a card. In order to control fraud, the Company may refuse to accept calling cards which it determines to be invalid.

.04 Call Authorization

(a) To ensure billing is authorized, verification is made by the Company on all collect calls and periodically on third number calls.

(b) A call is authorized if the customer accepts the call, either by a live response or an answering device recording which states that calls are accepted, or if the billing is accepted by the customer.

(c) Calls that have been placed but are found to be unauthorized, will be rebilled to the number where the call originated.

g. PAYMENT OF CHARGES
The customer is responsible for payment of all charges for operator services furnished. This responsibility includes charges for all:

a. Messages originated at the customer's number.

b. Collect messages accepted at the customer's number.

c. Authorized messages billed to the customer's number.

d. Authorized messages billed to the customer's Local Exchange Utility calling card or commercial credit card.

OPTIONAL SERVICES - DESCRIPTION

ACCOUNT CODES

a. Description.

01. General. An Account Code Package is a service providing the customer with control, within prescribed limits, over the format of the bill. Account Codes can vary in length between two and four digits and are used by the customer to identify charge-back accounts and/or individuals.

02. Variable Length Account Codes. The customer may choose between three Account Code package sizes.

If this service is ordered, the customer must enter a valid Account Code at the end of the normal dialing sequence to complete a call.

When codes are ordered without the screened function, any digit meeting the package's parameters can be entered and will be registered as valid. Teleconnect is not responsible for invalid assignment of usage to a valid code.

03. "SECURE-CALL" Codes.

(a) General. In addition to subscribing to a variable-length Account Code package, the customer may request that the codes be "screened." The process of screening account codes is called SECURE-CALL Service. SECURE-CALL Service packages have certain specific codes within the parameters of the package invalidated. If one of these invalidated Account Codes is used in an attempt to place a call, the call will not be completed. Again, Teleconnect is not responsible for invalid assignment of usage to a valid code. Charges for screened accounts codes are in addition to charges for the initial account code package.

(b) Packaging. Predetermined packages of randomly selected 2, 3 and 4 digit account codes are available. Valid Codes can range from 25 to 1,000 codes for screened accounts.

04. Customized Screened Account Codes. Instead of using a predetermined package, customers

are allowed to have specific account codes validated or invalidated according to their unique needs or wants. In this case the special packages of account codes are called Customized Screened
Account Codes.

The customer must first subscribe to Account Codes and pay the premiums for SECURE-CALL Codes in order to receive Customized Screened Account Codes.

SPEED CODES

a. Description. Speed Codes are 3-digit codes representing frequently called long distance numbers. They are provided in packets of 16 Speed Codes, or, in limited instances, in packets of 50 Speed Codes.

b. Fifty packet Speed Codes are available only to customers accessing the Teleconnect system with a DAL. Customers are limited to one Speed Code packet per authorization code.

AUTHORIZATION CODES

a. Description. Service under all plans includes one Authorization Code at no additional charge. Additional authorization codes may be supplied on request at an additional charge.

b. Availability. Any Teleconnect customer can purchase additional authorization codes.

CORPORATE BILLING

a. Availability. Corporate Billing is available to all customers having Authorization Codes and/or Account Codes.

MULTIPLE BILLING

a. Description. At a customer's request, multiple copies of that customer's bills will be furnished.

b. Availability. Multiple billing is available to any Teleconnect customer.

MAG TAPE/DISKETTE BILLING

a. Description

.01 Teleconnect will provide billing information and call detail on magnetic tape or diskette.

.02 Magnetic tape or diskette billings will be provided in the following formats:

(a)	Tape	-	1600 or 6420 bpi
		-	9 track
		-	standard OS labels or unlabeled
		-	IBM EBCDIC
(b)	Diskette	-	IBM 8-inch double sided double density
		-	floppy diskette
		-	Basic Exchange Format

b. Availability. Mag tape/diskette billing is available to all Teleconnect customers.

RULE NO. 3 – APPLICATION FOR SERVICE

Teleconnect does not differentiate between a business or residential customer in any manner.

Information Required. When applying for interexchange service each prospective customer will be required to furnish Teleconnect the following information:

.01 Name of the party who will be responsible for payment for the interexchange service provided.

.02 Address or exact location of the premises where interexchange service is to be provided and billed.

.03 Any information required to make a proper determination of appropriate credit worthiness. Copies of different application forms are shown on page 92-T and page 93-T.

Selection of Service Type. Teleconnect offers several different types of service. Each is set forth separately in this catalog schedule. The customer is responsible for the selection of the service and the options.

Change of Service. The customer may change the service received and transfer to another service otherwise available to them. In such a case the customer will receive a credit against any one-time set-up fees for the new service in the amount of any one-time set-up fees paid upon the origination of the service being discontinued. If the one-time set-up fees for the new service are less than the one-time set-up fees for the service being discontinued, the customer shall pay no one-time set-up fee for the new service but shall not otherwise be entitled to any credits or remission from charges.

Additional Lines Required. When Teleconnect's interexchange service to the public is impaired by a customer's use of telephone service, Teleconnect shall have the right to require the customer to contract for and properly attend as many additional telephone lines as needed to adequately serve the customer's requirements, or to discontinue the service of the customer in question.

TRANSFERS OF SERVICE/RESPONSIBILITY FOR CHARGES ASSOCIATED WITH REQUESTED AUTHORIZATION CODES

Transfers. Transfers of service are not allowed. Service can be expanded to include use by the new spouse of an existing customer.

Requested Authorization Codes. When a customer requests that service be established by means of a specific, previously used authorization code or codes, all ongoing rates and charges associated with such code or codes will be made known to the prospective customer. Assignment of the code or codes to the prospective customer will be contingent upon the customer's acceptance of responsibility for all such ongoing rates and charges.

RULE NO. 4 – CONTRACTS

At present, Teleconnect serves no end-user customers via contractual agreements.

Teleconnect does hold itself out as acting as a carrier's carrier with other parties engaged interexchange service. Under these circumstances, Teleconnect does not hold itself as the responsible carrier to the end user customer. Instead, our obligations are to the carrier with whom Teleconnect has contracted. Under no circumstances should end-user parties served in such an arrangement be viewed as Teleconnect customers.

If and when other utilities provide Teleconnect with facilities and impose individual case basis installation charges or contracts requiring basic termination liabilities, Teleconnect will pass these obligations on to those customers who make use of such facilities. Teleconnect will use the same type of instruments of obligation with the customers as the utility providing the facilities imposes on Teleconnect.

Service may be terminated prior to the expiration of the initial service period may be terminated at the end of a billing period, without charge except for payment of all rates and charges due for service which has been already furnished.

RULE NO. 5 – SPECIAL INFORMATION REQUIRED ON FORMS

Teleconnect requires its prospective customers to provide all information shown on any form Teleconnect submits to a prospective customer. Also, the applicant will need to provide any additional information necessary to perform a credit check. Finally, Teleconnect may demand written clarification or written support of contested facts concerning any aspect of the customer's application.

RULE NO. 6 – ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

Teleconnect reserves the right to examine the credit record of all applicants and customers.

Teleconnect may examine the credit profile/record of any applicant prior to accepting the subscription order. Negotiation of customer's advance payment shall not in itself obligate the carrier to providing services, if a later check of applicant's credit record is, in the opinion of Teleconnect contrary to the best interest of Teleconnect. In the event Teleconnect denies an applicant, then the applicant shall be notified in writing and refunded any monies paid within five days, or upon notification by the carrier's bank that applicant's check (if previously deposited) has been paid by applicant's bank.

RULE NO. 7 – DEPOSITS

APPLICATION OF DEPOSITS

a. A carrier may require a deposit to establish or re-establish service if and only if an applicant for service is unable to demonstrate acceptable credit to the satisfaction of the carrier. Failure to provide a social security number shall not be cause for requiring a deposit. A carrier may not require for its own benefit a deposit for services provided by another carrier, or refuse to accept a deposit in lieu of demonstrating satisfactory credit.

b. Amount. The amount of the deposit shall not be more than the total of two months tariffed services. The amount of tariffed services may be estimated from past toll usage, customer estimated anticipated usage or Teleconnect network average toll usage considering type and nature of service. The amount of deposit may exceed this total when service is provided for short periods of time or special occasions.

c. Existing Customer. An existing customer may be required to make a deposit or to increase a deposit presently held when a deposit is inadequate to cover two months interexchange service, interex- change usage is abnormal or the customer's credit is impaired. Service may be disconnected unless the new or additional deposit is made within 12 days after written notification.

d. Abnormal Usage After Six Months. For customers with at least six consecutive months of service, abnormal usage of interexchange service is defined as at least a twenty-five percent increase in monthly interexchange charges amounting to at least twenty dollars. The customer's average monthly interexchange bills for not less than the prior three months shall be used in determining the increase.

e. Abnormal Usage Before Six Months. For customers with less than six consecutive months of service, abnormal usage of interexchange service is defined as when one month's interexchange service exceeds the deposit attributable to interexchange service by at least twenty-five percent, amounting to at least twenty-five dollars.

f. Handling of Deposits. Deposits shall be sent to: Teleconnect Company, 500 Second Avenue S.E., Cedar Rapids, Iowa 52401. Teleconnect will maintain records which show the name and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Unclaimed deposits together with accrued interest shall be credited to an appropriate account and shall be disposed of in accordance with the law.

g. Receipts. A receipt of deposit will be furnished to each customer from whom a deposit is received. Upon customer request, duplicate receipts will be provided to customers who have lost their receipt if the deposit is

substantiated by Teleconnect's records.

h. Customer Obligations. The fact that a deposit has been made in no way relieves the customer from complying with Teleconnect's regulations as to the prompt payment of bills.

i. Interest. Deposits shall earn on the monthly, unused balance not less than simple annual interest based on the three-month financial commercial paper rate published by the Federal Reserve Board, on November 30th, of the prior year.

j. Refund or Credit. The deposit shall be refunded or credited to the customer after not more than twelve consecutive months of prompt payment. Within thirty days of issuance of the final bill, the amount of the deposit plus any accrued interest is credited to the customer's account and any credit balance is refunded.

k. Re-establishment of Deposit. If the customer is delinquent one or more months during any twelve month period, Teleconnect may implement or re-implement a deposit as set forth in this catalog schedule.

ADVANCE PAYMENTS

a. Applicants. Applicants for interexchange service who are required to make a deposit may be required to pay in advance of installation any service connection or installation changes.

b. Existing Customers. Existing customers who apply for additional interexchange service or changes in their existing service may be required to make advance payments, as described above, when the customer does not meet Teleconnect's credit standards or a sufficient credit history is unavailable.

RULE NO. 8 – NOTICE OF DISCONNECTION OF SERVICE

DISCONNECTION

Teleconnect disconnects in the manner described in RULE 11.

RULE NO. 9 – RENDERING AND PAYMENT OF BILLS

BILLS

a. Regular Bills. Regular customer bills are issued monthly. Each bill contains the dates included in the billing period, dates for service charges associated with work performed and the last date for timely payment. Bills include the amount the customer is charged, stated by category, sales tax and excise tax, with separate entries for total amounts current or in arrears.

b. Customer Requested Adjustments. Reasonable customer requested adjustments to monthly bills may be made if the customer brings the desired adjustment to Teleconnect's attention within 60 days of issuance of the bill. Teleconnect reserves the right to extend the period for adjustments beyond the 60 day period if, in Teleconnect's judgment, the situation so warrants.

TERMS AND CONDITIONS

Service is provided and billed on the basis of a minimum period of at least one month beginning on the date that billing becomes effective, and continues to be provided until the customer requests cancellation or until Teleconnect disconnects service pursuant to the provisions of this catalog schedule.

PAYMENT FOR SERVICE

The rates specified in this catalog schedule are generally rates based on usage, billed monthly, and generally payable in arrears except as otherwise provided.

All customers shall be permitted to have a last date for timely payment changeable for cause in writing. Such a

change will become effective when acknowledged by Teleconnect. Until acknowledged, no change in date of timely payment is recognized by Teleconnect.

Customer payments are considered prompt when received at Teleconnect or its agent by the due date on the bill. The due date is 20 days after the bill is rendered and may be designated "due by," "pay by," or "if paid by" on the customer bill. Any customer not paying within 20 days is considered delinquent.

Teleconnect does not assess a late payment charge expt for forfeiture of High Volume Discounts (including multi-location discounts) as applicable to any service. In such cases, the late payment charge is forfeiture of the High Volume Discount applicable to all calls. This late charge will be assessed beginning with the first delinquent payment in any twelve month period. Teleconnect may request payment upon issuance of a final bill when service is terminated at the customer's request. For all other bills, payment will not be requested until the due date.

The customer is held responsible for all charges for services furnished at the customer's request and for all toll service furnished. Failure to receive a bill does not exempt the customer from prompt payment of the account. It is the customer's responsibility to contact Teleconnect when no bill is received.

Except as provided elsewhere in this catalog schedule, the rate for a fractional part of a billing period is a pro rata share of the rates for a full billing period as specified in this catalog schedule. If the prorating indicates a refund is due, the refund is applied as a bill credit.

PAYMENT

Bills may be paid by mail or in person at the sales office of Teleconnect. All charges for service are payable only in United States Currency. Payment may be made by cash or check. A penalty charge of $10.00 will apply on all returned checks.

LATE PAYMENT

a. Legal Fees, Costs. The customer is liable for any legal fees incurred by Teleconnect in the process of collecting a past-due amount. The amount of these fees can be determined by officers of the court if the proceedings are fully litigated. If the customer acquiesces to Teleconnect's demand for payment before a judgment is rendered, Teleconnect will bill the delinquent customer for costs incurred to that point. The customer is entitled to a statement of legal fees that are being assessed.

b. Customer Deposits. Teleconnect will apply a customer's deposit on file toward that customer's delinquent payment amount.

c. High Volume Discount. DaySaver Plus and SUPERWATS PLUS customers who submit delinquent payments shall forfeit the High Volume Discount as specified in this catalog schedule.

INITIAL SERVICE PERIODS AND TERMINATION OF SERVICE

Subscribers may cancel without termination fees or penalties any new tariffed service or any new contract for service within 30 days after the new service is initiated. This Rule does not relieve the subscriber from payment for per use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on the customer’s premises (such as wiring or equipment installation) before the subscriber canceled.

OTHER COMPANIES' CHARGES

Teleconnect is not in all cases responsible for local telephone charges incurred by the customer in gaining access to the carrier's network. Only when Teleconnect is the designated agent of the customer for ordering DALs, WALs, etc. does such an obligation exist.

PAYMENT FOR USAGE

Usage is billed in arrears.

RULE NO. 10 – DISPUTED BILLS

All disputed charges for any telecommunications service are subject to a rebuttable presumption that the charges are unauthorized unless there is (i) a record of affirmative subscriber authorization; (ii) a demonstrated pattern of knowledgeable past use; or (iii) other persuasive evidence of authorization.

CUSTOMER COMPLAINTS

A customer or prospective customer may initiate a complaint with Teleconnect on any relevant matter by telephone, in person, or in writing directed to Teleconnect at any of its offices. Teleconnect's response to the complaint will generally be in the same form used by the customer. However, Teleconnect may respond to written complaints by telephone or personal visits when it believes such communications will be effective in resolution of the issues.

The customer may at any point during resolution of the complaint seek review by a supervisor or manager. If the customer is still not satisfied, the nature of the complaint with sufficient detail to afford an investigation should be documented and addressed to: Director of Customer Service, Teleconnect Company, 500 Second Avenue S.E., Cedar Rapids, Iowa 52401.

In the event of a billing dispute between the customer and Teleconnect for services furnished to the customer which cannot be settled to their mutual satisfaction, the customer may appeal to the Commission for its investigation and decision. The addresses of the California Public Utilities Commission are (1) 505 Van Ness Avenue, San Francisco, California 94102, and (2) State Office, 107 South Broadway, Los Angeles, California 90012.

RULE NO. 11 – DISCONTINUANCE AND RESTORATION OF SERVICE

DISCONNECTION OF SERVICE

Teleconnect will follow the appropriate state requirements.

a. Without Prior Notice. Interexchange service may be refused or disconnected without prior notice by Teleconnect for the following reasons:

.01 In the event of a condition on the customer's premises determined by Teleconnect to be hazardous.

.02 In the event of customer's user in such a manner as to adversely affect Teleconnect's facilities or Teleconnect's service to others.

.03 In the event of tampering with facilities leased or owned by Teleconnect.

.04 In the event of interexchange service being used by a customer in connection with a plan or contrivance to secure a large volume of interexchange calls to be directed to such customer or the telephone service of any designated customer at or about the same time, resulting in preventing, obstructing, or delaying the interexchange service of others.

.05 In the event of unauthorized use following the disconnection of service for any of these reasons, Teleconnect will notify the telephone customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where a customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

b. With Prior Notice. Service can be disconnected with prior notice for the following reasons:

.01 In the event the customer is indebted to Teleconnect for the same type of telephone service previously furnished.

.02 In the event the customer supplied false or inaccurate information of a material nature in order to obtain telephone service.

.03 For failure of the customer or prospective customer to furnish service equipment, permits, certificates, rights of way necessary to obtain service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon him or her as conditions of obtaining service by a contract filed with and subject to the regulatory authority of the Commission.

.04 For failure of the customer to permit Teleconnect reasonable access to its facilities on the customer's premises.

.05 For nonpayment of a bill, where a reasonable attempt has been made at collection, except bills for: merchandise purchased from Teleconnect or a different class of service.

.06 For nonpayment of deposit as specified.

.07 In the event the service is or is likely to be used for unlawful purposes.

.08 Any other violation of the conditions governing the furnishing of service.

.09 For violation or noncompliance with Teleconnect's rule on file with the Commission, the requirements on any municipal ordinance, regulation or law pertaining to the service.

c. Notice. For disconnection with prior notice, written notice of a pending disconnect will be rendered five days prior to the disconnection. The notice will include all reasons for the disconnect and the final date by which payment is to be made or specific action taken. The notice will include a toll-free number where a customer can obtain additional information. A notice of disconnect based upon nonpayment will not be issued until the bill becomes delinquent. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

d. Unusual Circumstances. In unusual credit circumstances or abnormal usage of service which would result in undue revenue loss, disconnection may occur prior to the expiration of the seven-day notice.

e. Time Restrictions on Disconnection. Except as provided for disconnect without prior notice or in unusual credit circumstances or abnormal usage of service, no calls will be disconnected on the day preceding or the day on which Teleconnect is closed. Service will not be disconnected on a weekend, holiday, or after 2 p.m. unless service can be reconnected the same day.

SUSPENDED SERVICE

Teleconnect may suspend service when a customer is delinquent in payment. Teleconnect will issue the same five-day notice for suspension of service as is issued for termination of service. If Teleconnect and the customer cannot resolve payment of the delinquent bill, service may be terminated without any additional notice, and without service being reestablished.

DEACTIVATION OF SERVICE

If a customer's Teleconnect service is unused for a period of six consecutive months, the customer's authorization code may be deactivated. Deactivation of an authorization code under this section will be done only upon five days notice to the customer. Service will be restored by issuance of a new authorization code without charge upon subsequent written request of the customer.

PAYMENT TO HAVE SERVICE RESTORED

The maximum payment required for restoration of service that existed prior to disconnection shall be the total past-due amount, applicable charges, an Advance Payment and Deposit as specified elsewhere in this catalog schedule and where permitted by state tariff, a restoration of service charge.

RESTORAL OF SERVICE CHARGE

If a subscriber has had service disconnect involuntarily and has been properly noticed, Teleconnect may assess a reasonable restoral of service charge to reconnect service. The restoral of service charge will be applicable in an amount up to $50.00.

RULE NO. 12 – OPTIONAL RATES AND INFORMATION TO BE PROVIDED TO THE PUBLIC

In the event of adoption by the carrier of new or optional schedules of rates, the carrier will advise its customers through bill stuffers that they are available.

A copy of this catalog schedule and advice letters will be available for public inspection in the carrier's sales office during regular business hours.

The carrier will post in a conspicuous place in its business office, a notice to the effect that a copy of this catalog schedule and advice letters as filed with the Cal. P.U.C. are available for public inspection.

TEMPORARY SERVICE

Temporary service or service to speculative projects will be provided if consistent with the best interest of Teleconnect. Rates and conditions for such service will be those published in this catalog schedule. Any customer paying the normal subscription fees shall be eligible to utilize the service.

From time to time Telecom*USA may provide certain special, temporary promotional offerings to its customers. These offerings may be limited to certain dates, times and locations.

RULE NO. 14 – CONTINUITY OF SERVICE

GENERAL

Teleconnect offers its services 24 hours a day, seven days a week, 365 days a year.

LIABILITY

a. Limitation. The liability of Teleconnect for damages to any party arising out of mistakes, omissions, interruption, delays, errors, or defects in transmission occurring in the course of furnishing service or facilities shall in no event exceed an amount equivalent to the metered rate charged by Teleconnect for the defective call or, for nonmetered services, the proportionate rate to the customer for the period of service during which mistake, omission, interruption, delay, error, or defect in transmission occurs.

b. Out of Service Conditions. Teleconnect shall make all reasonable efforts to prevent out of service conditions. An out of service condition exists when Teleconnect facilities, either leased or owned, are either not functioning or are malfunctioning such that the customer can complete no interexchange calls on the Teleconnect network or such that the quality of transmission of all calls on the Teleconnect network is degraded below the minimum acceptable standard.

c. Out of Service Adjustment. In the event of an out of service condition which is not due to the negligence or willful act of the customer and which is due to the failure of a Teleconnect-owned or leased facility, a pro rata adjustment will be made of any fixed monthly or annual rates for the service affected by said out of service conditions as follows:

.01 The out of service period will be considered to begin at the time the customer first notifies Teleconnect of the service outage. If, in the judgment of Teleconnect, circumstances prevent a customer from notifying Teleconnect of an out of service condition, the requirement for notification to Teleconnect may be waived, in which case the out of service period will begin with the time at which the out of service condition is first known to Teleconnect.

.02 When the out of service period extends beyond twenty-four (24) hours, the charges for the service affected will be voluntarily adjusted on a pro rata basis for the duration of the service outage.

.03 When an out of service condition continues for a period of less than twenty-four (24) hours, adjustments for such outages will be made if in the opinion of Teleconnect circumstances so warrant.

d. Customer Equipment. Teleconnect shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission or other injury, which is caused by customer provided equipment or non-Teleconnect services being used in conjunction with Teleconnect service. It shall be the customer's responsibility to ensure that the customer premises equipment is compatible with the service furnished by Teleconnect.

e. Voice Grace Service. Unless an application is specifically guaranteed by Teleconnect, Teleconnect shall not be liable for damages arising out of the use of the Teleconnect network for the transmission of other than voice grade service.

RULE NO. 15 – EMPLOYEE SERVICE

Employees of Teleconnect receive no special rates or discounts.

RULE NO. 16 – SERVICE CONNECTION AND FACILITIES

INTERCONNECTION WITH OTHER CARRIERS

Service furnished by Teleconnect may be connected with services or facilities of another participating carrier or may be provided over facilities solely provided by local utilities and/or interexchange carriers other than Teleconnect. Service furnished by Teleconnect is not part of a joint undertaking with such other carriers.

MAINTENANCE AND REPAIR

a. Customer Liability. The customer shall be responsible for damages to Teleconnect's leased or owned facilities caused by the negligence or willful act of the customer or those using Teleconnect service through the customer. The customer or those using Teleconnect service through the customer may not alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, or permit others to alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, any Teleconnect facilities except upon written consent of Teleconnect.

b. Leased or Owned Facilities. The customer's obligation to Teleconnect is the same whether the facilities involved are Teleconnect-owned facilities or are facilities leased by Teleconnect from another party. If Teleconnect incurs expenses due to the customer's actions which result in damage to or impairment of Teleconnect leased facilities, Teleconnect will pass through to the customer any and all expense which the owner of the facilities imposes on Teleconnect.

c. Limitation on Liability. Teleconnect should have no liability for any damage resulting from actions prohibited under this catalog schedule, including but not limited to:

.01 Lawsuits or other legal action

.02 Damage caused by abnormal voltage

.03 Fire

.04 Medical expense, lost wages, and other expenses for injured personnel

.05 Damage to C.P.E. or inside wiring

.06 Damage to the customer's premise

.07 Any and all other losses suffered by the customer

RULE NO. 17 – MEASUREMENT OF SERVICE

DETERMINATION OF DURATION

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.

.02 Chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

Teleconnect's typical connection is an FGD and therefore, does receive hard-wire voice detection for one plus calls placed over its network.

In those limited cases where hard-wire voice detection is not available, Teleconnect makes use of software voice detection and, therefore, has confidence in our ability to measure usage.

RULE NO. 18 – METER TESTS AND ADJUSTMENT OF BILLS FOR METER ERROR

Rule not applicable.

RULE NO. 19 – SUPPLY TO SEPARATE PREMISES AND RESALE

Rule not applicable.

RULE NO. 20 – LIMITATIONS

AVAILABILITY OF FACILITIES, REQUIREMENTS OF SUPPLIERS

Service is offered subject to the availability of facilities, both leased and owned; the requirements imposed by facility based carriers and their tariffs, and the provisions of this catalog schedule.

FORCE MAJEURE

Teleconnect reserves the right to discontinue furnishing service upon written notice when necessitated by events or circumstances beyond its control or when the customer is using the service in violation of the provisions of the Tariff or in violation of the law.

RULE NO. 21 – USE OF SERVICE FOR UNLAWFUL PURPOSES

The services tariffed are furnished subject to the condition that they will not be used for any unlawful purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If Teleconnect receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it will either

discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

RULE NO. 22 – AFFILIATIONS

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

RULE NO. 23 – INDEMNIFICATION

INDEMNIFICATION

The customer indemnifies and saves Teleconnect harmless against all claims arising out of any act or omission of the customer in connection with services provided by Teleconnect, including but not limited to:

.01 Claims arising from the content or use of material transmitted over its facilities, including claims for libel, slander, or infringement of copyright.

.02 Claims for infringement of patents arising from the use of Teleconnect services in connection with the facilities, apparatus, or systems of the customer.

RULE NO. 24 – UNAUTHORIZED USE

UNAUTHORIZED USE

Any individual who uses or receives Teleconnect service, other than under the provisions of an accepted application for service and a current customer relationship, shall be liable both for the tariffed cost of the service received and for Teleconnect's costs of investigation and collection.

RULE NO. 25 – RESERVED FOR FUTURE USE

RULE NO. 26 – RESERVED FOR FUTURE USE

RULE NO. 27 - BACKBILLING PROCEDURE

A bill shall not include any previously unbilled charge for service furnished prior to three (3) months immediately preceding the date of the bill.

The following are exceptions which would allow backbilling beyond the prior three months:

1) Collect Calls

2) Credit Card Calls

3) Third Party Calls

4) "Error File" Calls (calls which cannot be billed due to the unavailability of complete billing information to the LEC).

12) Backbilling for a period of one and one-half (1-1/2) years will be permitted in cases involving toll fraud.

RULE NO. 28 – CANCELLATION AND RESTORATION OF SERVICE

A. CANCELLATION

1. CANCELLATION OF SERVICE BY A CUSTOMER

.01 If a customer cancels his order for service before the service begins, before completion of the minimum period or before completion or some other period mutually agreed upon by the customer and MCI, a charge will be levied upon the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by MCI and not fully reimbursed by installation and monthly charges. If, based on an order by a customer, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by the customer.

.02 If an order for installation is delayed for more than 30 days beyond the due date, and such delay is not requested or caused by the customer, the customer may cancel the order without incurring cancellation charges.

2. CANCELLATION FOR CAUSE BY MCI

.01 MCI may discontinue the furnishing of any and/or all service(s) to a customer, without incurring any liability:

.011 Immediately and without notice if MCI deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, MCI may discontinue service pursuant to this sub-section A.2.011 if:

.0111 The customer refuses to furnish information to MCI regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or

.0112 The customer provided false information to MCI regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of MCI service(s); or

.0113 The customer states that it will not comply with a request of MCI for security for the payment for service(s) in accordance with Rule No. 7; or

.0114 The customer has been given written notice by MCI of any past due amount, which remains unpaid in whole or in part, for any of MCI's other common carrier communications services to which the customer either subscribes or had subscribed or used; or

.0115 The customer either (1) accesses MCI service by dialing 1010222, or any other MCI carrier identification code, or (2) having (T) presubscribed to MCI's Dial "1" Long Distance Service (Option A), has had its account(s) canceled and has been removed from MCI's billing system and is being billed for its subsequent use of MCI's network by the local exchange carrier, and either refuses to pay when billed for MCI service(s) or indicates to MCI or its billing entity that it will not pay for MCI services(s) used by it.

RULE NO. 29 – USE OF SERVICE FOR RESIDENTIAL AND SMALL BUSINESS CUSTOMERS

1. Effective February 1, 2009, the Company will no longer offer long distance service to new customers in areas in which local exchange service is provided by any subsidiary or affiliate of Verizon not subject to this tariff. Customers currently subscribed to Company service will no longer be able to move, add to, or change the service to which they are subscribed, except that customers may switch to a different Company service for which they are eligible if they wish. All residential and small business end users will continue to be able to access the Company network and will be subject to this tariff on a non-presubscribed basis, e.g. collect calling, "dial around" services, or where their local exchange carrier installs the Company as the long distance PIC without the customer directly signing up with the Company for any calling plan.

TITLE SHEET

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

EFFECTIVE 5/01/11

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CHANGE SHEET

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

Revisions to Catalog Schedule No. 1, Effective 5/01/11

Page: 14
Effective 5/1/11, Telecom*USA Phone Cards will no longer available to new customers.

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PRELIMINARY STATEMENT

This catalog schedule contains all effective rates and rules together with information relating to, and applicable to Teleconnect's Services.

Teleconnect Services also provides interstate telecommunications service within the United States.

Effective August 1, 2001, pursuant to the direction of the Federal Communications Commission (FCC), Teleconnect is canceling its federal tariffs for services with certain exceptions, including those pertaining to exchange access, casual calling, and basic long distance service during a 45-day period for customers who sign up for Teleconnect service with a Local Exchange Carrier (LEC). International services for Residential and Small Business customers will also remain tariffed through January 27, 2002. Beginning August 1, service descriptions, definitions, terms and conditions, and pricing for the Business Markets services no longer federally tariffed may be found in the "Service Publication and Price Guide" located at the website http://www.worldcom.com. Also, beginning August 1, service descriptions, definitions, terms and conditions, and pricing for state-to-state Residential and Small Business services no longer federally tariffed may be found i) at http://www.mci.com/service for Residential services and http://www.mci.com/sb/service_agreement for Small Business services, or ii) by calling 1-800-444-3333.

SERVICE AREA MAP

Teleconnect provides switched intrastate long distance telecommunications services within the State of California.

Teleconnect has been granted authority by the Cal. P.U.C. to provide service within the State of California.



SERVICE AREA

In the following exchanges Teleconnect offers FGD connections only for access to its services. In such situations, only subscribers served from a local switch, which has been converted to equal access, can obtain service from Teleconnect.

Metro Los Angeles
Metro San Francisco
Metro San Jose
Metro Oakland
Metro San Diego
Metro Sacramento #3
Metro Bakersfield
Metro Stockton #9
Metro Santa Rosa
Metro Modesto
Agoura Hills
Anaheim
Buena Park
Burbank
Canoga Park
Carson
Chico
Colton
Concord
Metro Napa
Metro Fairfield
Metro Visalia
Metro Salinas
Metro San Bernadino
Metro Pomona
Metro Ontario
Metro Oceanside #6
Metro Richmond
Metro Monterey
Mar Vista
Montebello
Newark
Norwalk
Orange
Palo Alto
Pinole
Redondo Beach
Redwood City

Culver City	Reseda
Danville	San Carlos
Downey	San Leandro
El Monte	San Mateo
El Segundo	San Rafael
Fremont	Santa Ana
Glendale	Santa Barbara
Hawthorne	Santa Cruz
Inglewood	Torrance
Lomita	Van Nuys
Long Beach	West Lakeville
Westminster	

RATE SCHEDULE

APPLICABILITY

This catalog schedule applies to intrastate interexchange telecommunications service furnished by Teleconnect Company (Teleconnect).

TERRITORY

Within the areas of all exchanges, as said exchanges are defined on Sheet 10-T herein, as authorized by the California P.U.C.

DAYSAVER AND DAYSAVER PLUS RATES

(Effective January 1, 1995, Daysaver Plus will no longer be available to new subscribers.)

a. Day Rates. These rates are applicable 8:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of holidays.

Initial 30 seconds	Each additional six seconds
$0.1300	$0.0260

b. Evening/Night/Weekend Rates. These rates apply at all other times not listed in a. above.

Initial 30 seconds	Each additional six seconds
$0.0975	$0.0195

MAX-SAVE RATES

a. Day Rates. These rates are applicable 8:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of holidays.

Initial 30 seconds	Each additional six seconds
$0.1215	$0.0243

b. Evening/Night/Weekend Rates. These rates apply at all other times not listed in a. above.

Initial 30 seconds	Each additional six seconds
$0.0912	$0.0182

HIGH VOLUME DISCOUNTS

a. DaySaver Plus. DaySaver Plus customers' month call volumes are subject in whole or in part to high volume discounts. These discounts reduce a customer's bill below the amount of the cumulative message rate.

b. Exempt Calls. The following types of calls are not subject to a high volume discount and are not considered in calculating a customer's volume when determining the magnitude of that customer's high volume discount:

c. Application. At the end of each billing cycle the dollar volume of the customer's calls during the billing cycle is calculated. This is the aggregate of both interstate and intrastate calls, excluding those specified in Exempt Calls (b) above.

d. DaySaver Plus. For DaySaver Plus customers, the volume described in c. above will be used to determine the amount of the high volume discount. The high volume discount will be applied only to the daytime portion of that call volume.

e. Amount of Discount. The high volume discount applied is based on the volume of the customer's billing cycle calls, as follows:

Day Saver Plus

Volume of Billing Cycle Calls	High Volume Discount
$ 0 - $ 499.99	0%
$ 500 - $ 999.99	5%
$1,000 - $1,999.99	10%
$2,000 Plus	15%

RATES AND CHARGES - MONTHLY AND NONRECURRING -DAYSAVER, MAX-SAVE

The monthly and nonrecurring rates and charges applicable to DaySaver, DaySaver Plus and MAX-SAVE include one authorization code and are as follows:

Service	Monthly	Nonrecurring
DaySaver (Includes Teleconnect payment for PIC charges of up to $5.00 per line.)	N/A	$49.00
DaySaver Plus (Includes Teleconnect payment for PIC charges of up to $5.00.)	N/A	$49.00
MAX-SAVE	N/A	$00.00

SMARTminutes
(A customer may pre-subscribe up to two lines for SMARTminutes or may access the service by dialing 1010826. If a customer dials 1010826, SMARTminutes rates apply only when a call is placed from a pre-subscribed SMARTminutes phone.

(Effective October 12, 1998, SMARTminutes will not be available to new customers)

Usage Rates

All periods	$0.07 per minute - Interlata
	$0.07 per minute - Intralata

Features
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes.

SMARTminutes Calling Card
(Effective April 1, 1997, SMARTminutes Calling Card will no longer be available to new customers.)

Customers will be charged a per minuted usage rate and a per call surcharge pursuant to Teleconnect' FCC Tariff No. 4, for all SMARTminutes Calling Card calls that originate and terminate in the state.

SMARTminutes Advantage
(Effective October 12, 1998, SMARTminutes Advantage will no longer be available to new customers)
(Service is available on a limited geographic basis and for customers of certain Local Exchange Carriers.)

SMARTminutes Advantage is an outbound residential service that allows customers to originate calls via Local Exchange Carrier Feature Group D (FGD) access lines. Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Advantage. All SMARTminutes Advantage calls are subject to an initial one-minute duration with additional one-minute increments.

Usage Rates - All periods	$0.07 per minute - Interlata
	$0.07 per minute - Intralata

SMARTminutes Advantage Calling Card
Customers will be charged a per minuted usage rate and a per call surcharge pursuant to Teleconnect's FCC Tariff No. 4, for all SMARTminutes Advantage Calling Card calls that originate and terminate in the state.

Savings Club
Savings Club is an outbound residential service that allows customers to originate calls via Local Exchange Carrier Feature Group D (FGD) access lines. A customer may designate up to two lines for Savings Club Service. Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to Savings Club. All Savings Club calls are subject to an initial one-minute duration with additional one-minute increments.

Usage Rates - All periods	$0.07 per minute - Interlata
	$0.07 per minute - Intralata

SMARTminutes for business
(Effective April 1, 1997, this service will no longer be available to new customers.)

Description:
SMARTminutes for business (an add-on to interstate service) is an inbound and outbound Commercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company carrier identification code (CIC); or (3) using a calling card access telephone number and personal identification number (PIN). Inbound service is accessed using common business line 800 termination. All SMARTminutes for business calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

Recurring charges:
Customers subscribing to inbound service will be charge a fee as described in Teleconnect's FCC Tariff No. 4 per month per 800 number.

Usage Rates:

Outbound:	$0.19 per minute	All periods
Calling Card:	$0.19 per minute	All periods
Inbound:	$0.19 per minute	All periods

Surcharge:
Calling Card surcharge: $1.20

Feature:
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes for business.

SMARTminutes for business Term Plan:
The SMARTminutes for business Term Plan is a term plan that provides discounts off intrastate usage rates. Customers who enroll in this plan will receive discounts (as described in Teleconnect's FCC Tariff No. 4) off standard tariffed rates for SMARTminutes for business. Directory Assistance, Operator Services and monthly recurring charges are not discountable.

Term Commitment and Renewal Option:
A customer must commit to service for a term of either one or two years. The term of the SMARTminutes for business Term Plan will commence no earlier than the first day of the billing month in which the customer subscribes to the plan. Upon expiration of the term, the customer will revert to standard tariffed rates for SMARTminutes for business.

Early Termination:
Discontinuance of service under the SMARTminutes for business Term Plan prior to the expiration of the committed therm constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge as described in Teleconnect's FCC Tariff No. 4.

Monthly Minimum Usage Fee
A fee up to $5.00 per account will be assessed if the total charges are less than $5.00 per account per monthly invoice.

Toll Free: Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

SMARTminutes Toll Free
(Effective April 1, 1997, this service will no longer be available to new customers.)

1. Description

   Nature of Service: SMARTminutes Toll Free is an inbound and outbound Commercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company Carrier Identification Code (CIC). Inbound service is accessed using common business line 800 terminations. SMARTminutes Toll Free calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

2. Availability

   a. SMARTminutes Toll Free is available for calling within the state.

   b. SMARTminutes Toll Free is only offered as an add-on to Teleconnect's interstate SMARTminutes Toll Free offering.

3. Rates and Charges

   a. Usage rates:

      Direct Dial
      $0.19 for all time of day rate periods for both inbound and outbound calls.

      Calling Card
      Customers will be charged a per minuted usage rate of $ 0.23 and a per call surcharge of $1.20 for all SMARTminutes Toll Free Calling Card calls that originate and terminate in the state.

   b. Features:
      Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Toll Free.

c. Toll Free:
Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

SMARTminutes Buy Down Plan
(Effective April 1, 1997, this service will no longer be available to new customers.)

1. Description

Nature of Service: SMARTminutes Buy Down Plan is an outbound Comercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company Carrier Identification Code (CIC). SMARTminutes Buy Down Plan calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

2. Availability

a. SMARTminutes Buy Down Plan is available for calling within the state.

b. SMARTminutes Buy Down Plan is only offered as an add-on to Teleconnect's interstate

SMARTminutes Buy Down Plan offering.

3. Rates and Charges

a. Usage rates:

Direct Dial
$0.19 for all time of day rate periods for both inbound and outbound calls.

Calling Card
Customers will be charged a per minuted usage rate of $0.23 and a per call surcharge of $1.20 for all SMARTminutes Buy Down Plan Calling Card calls that originate and terminate in the state.

b. Features:
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Buy Down Plan.

c. Toll Free:
Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

10-10-321

1. Description
Teleconnect will offer the following plan to customers who access Teleconnect service by dialing the access number 10-10-321. Calls will be rounded to the nearest full minute. When application of the usage rates results in a fraction of a cent, the call will be rounded down to the nearest whole cent. Calls beginning in one rate period and ending in another rate period will be billed the rate in effect for each period in which the call applies. Customers will receive the following rates for intrastate and intralata calls.

.011 InterLATA per minute usage rates
$0.20

.012 IntraLATA per minute usage rates
$0.11

10-10-220

The Company will offer the following plan for customers who access company service by dialing the Company designated Carrier Identification Code (CIC), 10-10-220. The customer will be charged $1.20 for the first 10 minutes (or any portion thereof) of usage per call and $0.20 per minute for each minute of usage thereafter.

10-10-987 Calling:

1. Description:
   1010987 Calling is an outbound service that allows customers to originate intrastate (interLATA and intraLATA) calls via local exchange carrier access facilities.

2. Rates:
   Customers who access Teleconnect services by dialing Company carrier identification code (CIC) 1010987 will be charged i) a per-call surcharge of $0.53 and ii) $0.06 per minute for each minute of intrastate (interLATA and intraLATA) usage, excluding calls to Operator Services and Directory Assistance.

Casual Caller

An instate InterLATA and IntraLATA per minute rate of $1.19 with no surcharge is applicable to calls placed by Casual Callers who access Company service by direct dial access or by dialing 1010222, 1010286 or any other Company Carrier Identification Code. A $2.50 per call surcharge applies to these calls.

TUSA TalkSmarter Block-of-Time 500
(Effective June 1, 2008, TUSA TalkSmarter Block-of-Time 500 will no longer be available to new customers and existing customers of this service will no longer be able to move, add to, or make changes to their service.)

TUSA TalkSmarter 500 is an outbound and inbound service designed primarily for residential customers. TUSA TalkSmarter 500 includes a block of time structure with a flat rate structure for Dial 1 calls made outside the block-of-time allotment, and a flat rate structure for calling card service. No term plan options will apply to this service. All intrastate Dial-1 calls and calling card calls will have a 60 second rounding. If the computed charge includes a fraction of a cent, the fraction is rounded down to the nearest whole cent. A monthly charge will apply to this service.

Monthly Account Fees: Customers enrolled in this plan will be charged a $15.00 monthly recurring charge.

Access Methods and Charges:

q) Dial-1 Access: TUSA TalkSmarter Block-of-Time 500 can be used for Dial-1 access. Customers will receive an allotment of up to 500 minutes per monthly period that may be used for interstate and intrastate (interLATA and intraLATA) dial-1 usage. TUSA TalkSmarter Block-of-Time 500 customers will be charged the following rates for each minute of usage over the allotment. Customers may place these calls 24 hours a day and 7 days a week.

   Intrastate (InterLATA & IntraLATA) per minute charge: $0.03

r) Calling Card: TUSA TalkSmarter Block-of-Time 500 Calling Card access is available for origination from touch tone or rotary phones by dialing an MCI provided 800 number. Customers will be charged a per minute rate of $0.15 for all time periods for all intrastate calling card calls which terminate to the customers billed ANI. No per call surcharge will apply to these calls. All other calls will be charged a per minute rate of $0.89 for all intraLATA and interLATA calling card calls. No per call surcharge will apply to these calls.

c) Personal 800 Number: Personal 800 is non-applicable to customers who subscribe to this service.

d) Directory Assistance/Directory Assistance Call Completion:

A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One request may be made on each directory assistance call. The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number. Customers may request the Directory Assistance operator to complete a call to the last number requested on that particular Directory Assistance call. The customer will be charge a usage rate in accordance with the Company Local Exchange Service to which the customer is presubscribed for completed calls.

Directory Assistance	$1.99
Directory Assistance Call Completion Per Call Charge:	$0.35

e) Operator Assistance: Operator Services are outbound services allowing the customers to originate calls via local exchange carrier facilities, or by using a Company or Local Exchange Carrier calling card. All Operator Services calls are subjected to a one minute initial increment with additional one minute increments. When a call is subject to more than one service charge, only the highest service charge applies.

Per Minute Rates

Mileage Band	Business Day 1st / add'l		Evening 1st / add'l		Night/Weekend 1st / add'l	
0-10	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
11-22	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
23-55	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
56-124	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
125-292	$0.65	$0.65	$0.65	$0.65	$0.33	$0.65
293+	$0.65	$0.65	$0.65	$0.65	$0.36	$0.65

Surcharge: The following surcharge apply with a one time per-call placement charge added to the initial minute of each Teleconnect Operator Service call.

Per Call Surcharge

3rd Party:	$4.35
1st Party Station-to-Station:*	$4.35
1st Party Person-to-Person:*	$3.15
Station-to-Station Collect:	$4.35
Person-to-Person Collect:	$3.15
LEC/Commercial Calling Card:	$0.72
Operator Dialed:	$1.00

* For calls made from private residential or business phones by Casual Callers , which are completed with the assistance of a Teleconnect operator; an additional surcharge of $2.50 will apply.

TUSA TalkSmarter USA
(Effective June 1, 2008, TUSA TalkSmarter USA will no longer be available to new customers and existing customers of this service will no longer be able to move, add to, or make changes to their service.)

TUSA TalkSmarter USA is an outbound and inbound service designed primarily for residential customers. TUSA TalkSmarter USA includes a flat rate structure for Dial 1, and calling card service. No term plan options will apply to this service. All intrastate Dial-1 calls will have 60 second rounding for the first minute and 6 second for each additional minute. Intrastate Callings Card calls will have 60 second rounding. If the computed charge includes a fraction of a cent, the fraction is rounded down to the nearest whole cent. A monthly charge will apply to this service. Monthly Account Fees: Customers enrolled in this plan will be charged a $4.95 monthly recurring charge.

Access Methods and Charges:

q) Dial-1 Access: TUSA TalkSmarter USA can be used for Dial-1 access. Customers will be charged the following rates for intrastate (interLATA and intraLATA) dial-1 usage. Customers may place these calls 24 hours a day and 7 days a week.

Intrastate (InterLATA & IntraLATA) per minute charge:	$0.05

r) Calling Card: TUSA TalkSmarter USA Calling Card access is available for origination from touch tone or rotary phones by dialing an MCI provided 800number. Customers will be charged a per minute rate of $0.15 for all time periods for all intrastate calling card calls which terminate to the customers billed ANI. No per call surcharge will apply to these calls. All other calls will be charged a per minute rate of $0.89 for all intraLATA and interLATA calling card calls. No per call surcharge will apply to these calls.

c) Personal 800 Number: Personal 800 is non-applicable to customers who subscribe to this service.

d) Directory Assistance/Directory Assistance Call Completion: A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One request may be made on each directory assistance call. The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number. Customers may request the Directory Assistance operator to complete a call to the last number requested on that particular Directory Assistance call. The customer will be charge a usage rate in accordance with the Company Local Exchange Service to which the customer is presubscribed for completed calls.

Directory Assistance	$1.99
Directory Assistance Call Completion Per Call Charge:	$0.35

Basic Service

Basic Service is a one-way, dial-in dial-out multipoint service that allows customers to originate and terminate intrastate (interLATA and intraLATA) calls via Company-provided local business telephone lines. Subscribers to Basic Service may originate calls only in the city or cities in which they maintain an active Basic Service account. Basic Service calls are rounded to the next higher full minute.

Per Minute Usage Rates:

Interlata calls	
Peak	$0.15
Off - Peak	$0.10
Intralata calls	
Peak	$0.10
Off-Peak	$0.05

Telecom*USA Phone Cards

Effective 5/1/11, Telecom*USA Phone Cards will no longer available to new customers.

Telecom*USA Phone Cards is a prepaid calling card service that allows consumers to acquire and use cards to originate outbound direct dial calls via Telecom*USA provided 800 numbers. Telecom*USA Phone Cards can be used for both interstate and intrastate (intraLATA and interLATA) calls and are classified as MinutePass Branded Phone Cards where the calling service is provided by Telecom*USA (hereinafter “MinutePass Branded Phone Cards”).

There are two methods of providing MinutePass Branded Phone Card services to consumers as follows:

- Physical format which includes a preprinted phone number and a Personal Identification Number,

hereinafter referred to as a "PIN", delivered on a plastic card typically measuring 3-1/2" x 2-1/4"; or,

- Virtual format, which is delivered as a PIN when purchased via the World Wide Web.

Consumers can purchase MinutePass Branded Phone Cards either on the World Wide Web or a toll-free telephone number.

Prices for MinutePass Branded Phone Cards and recharge minutes are established by Telecom*USA.

This catalog schedule provides terms and conditions applicable to in-state calls made using MinutePass Branded Phone Cards. The terms and conditions set forth herein for such calls made with MinutePass Branded Phone Cards supplements the terms and conditions applicable to the sale and use of such cards as set forth in the Telecom*USA Service Agreement located at http://www.minutepass.com/ServiceAgreement.asp.

1. Card Values

MinutePass Branded Phone Card are available as Dollar based cards, and display the initial dollar value of the card and a per minute rate for interstate calls.

2. Features

Operator Assistance and Customer Service: Operator Assistance for call dialing is available at no charge to the consumer. Customer service is available on all cards at no charge to the consumer.

Directory Assistance: Domestic Directory Assistance is available through the MinutePass Branded Phone Card. Directory Assistance requests will have a maximum charge of not greater than $1.50 per call. Consumers may request up to two listings per call. The Directory Assistance charge will be announced to the caller prior to connecting the call.

Enhanced Directory Service: Golden Retriever, an Enhanced Directory Service, is available through MinutePass Branded Phone Cards and provides consumers with instant access to information including weather, reverse phone number look-up, phone number look-up and category search. Consumers may request up to three pieces of information per call to Enhanced Directory Service. Each such call is charged at a flat rate and is not subject to a per minute rate. The maximum charge for Golden Retriever is $1.50 per call.

3. Rates and Charges

MinutePass Branded Prepaid Phone Cards are provided in various dollar based denominations by Telecom*USA with a stated interstate per minute value not to exceed $0.35.

For completed in-state calls using a MinutePass Branded Phone Card, the value of a MinutePass Branded Phone card may be decremented up to 2 times the interstate minute described above. The value of each in-state minute equals 2 times the current interstate minute value as described in this service. Other charges or surcharges may apply to card use. Partial minutes used are billed as full minutes.

4. Recharging

MinutePass Branded Phone Cards are rechargeable, meaning that additional value may be added to a card, subject to a maximum allowed value per card, unless the card has expired or as otherwise expressly stated on the card, card packaging, or in the Service Agreement. Such additional minutes will be charged at the prevailing per minute rate as of the date of recharging. A minimum of ten dollars ($10.00) and up to a specified maximum amount may be added to the card per each recharge. In addition to the foregoing, rechargeable cards are also subject to the following terms and conditions:

.01 Upon recharge, a recharge fee of up to a maximum of fifteen percent (15%) of the recharge value may be assessed.

.02 Recharge may be accomplished in any of the following manners:

.021 By credit or debit card using the toll free access number printed on the card and following the audio prompts.

.022 By registering the card for "auto-recharge," an expedited recharge process that alerts the consumer when their calling card balance falls below a certain level and offers the option of an automatic recharge in the same dollar amount of the customer's previous recharge.

Recharge minutes or dollars of service purchased via the toll free access number or through auto-recharge must be paid for with a verified valid credit or debit card.

5. Exclusions

MinutePass Branded Phone Cards cannot be used for calls to 700-, 900-, or 976 services or for certain operator assisted, third party billed or collect calls. Any unused balance on a MinutePass Branded Phone Card cannot be transferred to or combined with one or more other MinutePass Branded Phone Cards.

6. Availability of Service

There are no time of day or day of year restrictions for use of MinutePass Branded Phone Cards.

7. Regulations

Use of MinutePass Branded Phone Cards is available by calling the MinutePass toll free number printed on the card.

A completed call may only be charged to a MinutePass Branded Phone Card that has a balance sufficient to cover the charges assessed for the call. The MinutePass Branded Phone Card balance will be reduced by the appropriate minutes or dollars charged for the completed call.

After the number of the called party is dialed, but before the call is completed, the available balance of talk time based upon the telephone number of the called party will be announced to the caller. A MinutePass Branded Phone Card call will be interrupted with an announcement when the available balance on the card drops to one minute, based on the originating/terminating phone numbers of the call. Once the balance on the card is insufficient to continue, the call will terminate.

Credit allowances for interruptions: MinutePass Branded Phone Cards will credit one minute on a consumer's MinutePass Branded Phone Card in the event of poor call transmission or call cut off caused by Telecom*USA . To receive a credit, the consumer must promptly notify MinutePass Customer Service of the service problem by calling the Customer Service number printed on the card. Credit will not be given when interruptions are caused by the failure of systems not provided by Telecom*USA, by the failure of other Telecom*USA services connected to the MinutePass Branded Phone Card, for wrong telephone numbers or other causes outside the control of Telecom*USA.

Activated MinutePass Branded Phone Cards are non-refundable. Once activated, and subject to applicable terms and condition, a MinutePass Branded Phone Card may be used to originate direct dialed calls until the available card balance is depleted or the card expires, whichever first occurs. Card expiration dates will be specified on the card or the card packaging.

8. Other Conditions of Service

.01 The U.S. Public Payphone Surcharge applies when a MinutePass Branded Phone Card is used to place a call from a U.S. public or semi-public payphone.

.02 State Universal Service Charge: Telecom*USA may, at its option, apply the State Universal Service Charge at time of sale.

TRAC SERVICES

RATES AND CHARGES

a. Usage Charges - TRAC

.01 Day Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0321	$0.0107
293 - 430	$0.0369	$0.0123
431 - 925	$0.0378	$0.0126
925+	$0.0459	$0.0153

.02 Evening Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0278	$0.0093
293 - 430	$0.0311	$0.0104
431 - 925	$0.0341	$0.0114
925+	$0.0365	$0.0122

.03 Night/Weekend Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0223	$0.0074
293 - 430	$0.0242	$0.0081
431 - 925	$0.0264	$0.0088
925+	$0.0283	$0.0094

b. Usage Charges - TRAC 2000

.01 Day Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 – 292	$0.0330	$0.0110
293 – 430	$0.0351	$0.0117
431 +	$0.0375	$0.0125

.02 Evening Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0280	$0.0093
293 - 430	$0.0298	$0.0099
431 +	$0.0319	$0.0106

.03 Night/Weekend Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0247	$0.0082
293 – 430	$0.0263	$0.0088
431 +	$0.0281	$0.0094

c. Discounts. Teleconnect will aggregate the interstate and intrastate usage for its individual TRAC service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

d. Recurring/Nonrecurring Charges. Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

TRAC 800 and 800 TRAC 2000

RATES AND CHARGES

a. Usage Charges

TRAC 800

.01 TRAC 800

Call Mileage	Daytime Rates Initial 30 Seconds	Evening Rates Initial 30 Seconds	Night Rates Initial 30 Seconds
0- 55	$0.0615	$0.0505	$0.0425
56-292	$0.1615	$0.0505	$0.0423
293-430	$0.0660	$0.0535	$0.0450
431-925	$0.0660	$0.0550	$0.0460

Call Mileage	Daytime Rates Additional 30 Seconds	Evening Rates Additional 30 Seconds	Night Rates Additional 30 Seconds
0- 55	$0.0123	$0.0101	$0.0085
56-292	$0.0123	$0.0101	$0.0085
293-430	$0.0132	$0.0107	$0.0090
431-925	$0.0136	$0.0110	$0.0092

.02 800 TRAC 2000

	Initial 30 Second Increment	Each Add'l 6 Second Increment
Day	$0.0560	$0.0112
Evening	$0.0490	$0.0098
Night/Weekend	$0.0410	$0.0082

b. Application. Teleconnect will aggregate the interstate and intrastate usage for its individual TRAC 800 and 800 TRAC 2000 service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

c. Recurring/Nonrecurring Charges. Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

SUPERWATS PLUS
(Effective January 1, 1995, Superwats Plus - FGD access - will no longer be available to new subscribers.)

a. Usage Charges.

.01 FGD

(a) Day Rates

Initial

30 Sec. Interval	Add'l 6 Sec. Interval
$.0925	$.0185

(b) Evening/Night/Weekend Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0875	$.0175

(c) Night/Weekend Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0814	$.0163

.02

.03 Dedicated Access Line (DAL)

(a) Day Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0813	$.0163

(b) Evening Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0750	$.0150

(c) Night/Weekend Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0541	$.0108

.04 Other Rates and Charges. Since intrastate SUPERWATS PLUS is offered as an add-on service to the interstate service, rates and charges as described in Teleconnect's FCC Tariff No. 1, Section F, also apply.

.05 Billing Detail. Standard SUPERWATS PLUS billing will be on a summary basis only. Printed call detail will not be provided except on a special pricing basis, as described in Teleconnect's FCC Tariff No. 1.

b. High Volume Discounts

.01 Application. SUPERWATS PLUS plans are subject to High Volume Discounts. The total dollar volume of calls on the SUPERWATS PLUS plan is summed. This total is used in conjunction with the tables in part .02, below, to determine the amount of High Volume Discount.

	Day	Evening/Night/Weekend
$ 0 - 199	0%	0%
$ 200 - 499	3%	3%
$ 500 - 499	6%	7%
$1,000 - 1,499	10%	8%
$1,500 - 1,999	13%	11%
$2,000 - 2,999	14%	11%
$3,000 - 3,999	16%	11%
$4,000 - 5,999	18%	16%
$6,000 Plus	20%	19%

.02

.03

.04 SUPERWATS - DAL

	Day/Evening/Night/Weekend
$ 0 - $1,999.99	0%
$ 2,000 - $4,999.99	1%
$ 5,000 - $9,999.99	2%
$10,000 Plus	3%

800 SERVICE

RATES AND CHARGES

a. Usage Charges

.01 Profit Line and Profit Line Plus
(Effective January 1, 1995, 800 Profit Line Plus will no longer be available to new subscribers.)

	Initial 30 Seconds	Additional Tenth-of-a-minute
Day	$0.1150	$0.0230
Evening/Night/Weekend	$0.0863	$0.0173

.02 Personal Hotline

	Rate Per Minute
Day	$0.2900
Evening/Night/Weekend	$0.2175

.03 800 SUPERWATS Plus[2]
(Effective January 1, 1995, 800 Superwats Plus - FGD access- will no longer be available to news subscribers.)

(a) Local Line

	Day	Evening	Night
Per Minute Rate	$.2150	$0.1828	$0.1828

(b) DAL

	Day	Evening	Night
Per Minute Rate	$.2150	$0.1300	$0.1105

b. High Volume Discount

.01 Application. Teleconnect will aggregate the interstate and intrastate usage for its individual 800 service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

c. Recurring/Nonrecurring Charges

.01

	Monthly	Nonrecurring
Profit Line	N/A*	N/A*
Profit Line Plus	N/A*	N/A*

.02

	Monthly	Nonrecurring
Personal Hotline	N/A*	N/A*

.03 800 SUPERWATS PLUS - Ordering both 800 SUPERWATS PLUS and SUPERWATS PLUS simultaneously.

Fees

	Nonrecurring
Plan Type Set-up New Customer Ordering Both Inbound/Outbound Service	
Local Lines	N/A*
DAL	N/A*

Monthly Service Charges

	Recurring
Local Lines	N/A*
DAL	N/A*

* Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

.04 800 SUPERWATS PLUS - ordering inbound only.

Plan type set-up

	Non-Recurring
Local Line	N/A*
DAL	N/A*

Monthly Service Fee

	Recurring
Local Line	N/A*
DAL	N/A*

d. Additional 800 Numbers

		Monthly	Nonrecurring
.01	Profit Line	N/A*	N/A*
.02	Profit Line Plus	N/A*	N/A*

.03	Personal Hotline	N/A*	N/A*
.04	SUPERWATS		
(a)	Local Line	N/A*	N/A*
(c)	DAL	N/A*	N/A*

e. Line Charges Installation

	Non-Recurring
Local Line	N/A*
DAL	N/A*

f. Monthly Line Charge

	Recurring
Local Line	N/A*
DAL	N/A*

* Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

CHECK-LINK

RATES AND CHARGES

a. Application

.01 The initial one-tenth minute (6 seconds) increment or fraction thereof is subject to the initial 6 second rate.

.02 Any additional one-tenth minute (6 seconds) increment or fraction thereof is subject to the additional 6 second rate. Any fraction of an increment is rounded up to the next additional 6 second increment.

.03 The charge for the initial increment plus the charge for the additional increments is then summed, with fractional cents, if any, rounded up to the nearest whole cent.

b. Specific Rates

	Initial 6 Seconds	Each Add'l 6 Seconds
Day	$0.0200	$0.0200
Evening	$0.0130	$0.0130
Night/Weekend	$0.0100	$0.0100

c. Specific Charges

	Monthly	Nonrecurring
Plan Set-up	---	$200.00
Monthly Service Fee	$150.00	---
Service Order	---	$ 50.00
Magnetic Tape Billing	$100.00	$300.00
Translation Charge	---	$10.00/Number
800 Number Service Surcharge		
Per Number	$ 2.75	---
Connection Charges:		
Digital Port Charges	ICB	ICB
CPE Charges:		
D-4 Channel Bank with Power Supply and CSU	$450.00	$750.00

d. Discounts. At the end of each billing cycle, the 800 service dollar volume of the customer's CHECK-LINK calls during the billing cycle is calculated. This is the aggregate of interstate and intrastate calls. This aggregate volume is used with the chart below to determine the amount of the High Volume Discount.

Volume of Billing Cycle Calls	Percent High Volume Discount
$ 0 - $ 49,999.99	0%
$ 50,000 - $ 64,999.99	12%
$ 65,000 - $ 79,999.99	14%
$ 80,000 - $ 94,999.99	16%
$ 95,000 - $109,999.99	18%
$109,000 +	20%

e. Limitation. CHECK-LINK is not available with Optional Additional and Contractual Volume Discounts.

OPERATOR SERVICES

RATES AND CHARGES

a. Application of Charges

.01 Determination of Charges
The charge for Teleconnect Operator Services is determined by the:
- Distance between rate centers
- Time of day and day of the week
- Duration of message
- Type of service

The specified components which apply to a Teleconnect Operator Services message are listed in the charge section applicable to that type of call.

.02 Initial Minute and Additional Minutes
Rates are quoted in terms of initial minute and additional minutes.

(a) Initial Minute
Initial minute rates are shown in c.01 following.

(b) Additional Minutes
All additional minute rates shown in c.02 following, are for each additional minute or any fraction thereof that the connection continues beyond the initial period.

(c) When application of the rates results in a fractional charge for a call, the amount will be rounded down to the lower cent.

b. Rate Periods

Monday thru Friday Hours	Rate
8:00 a.m. to 5:00 p.m.	Day
5:00 p.m. to 11:00 p.m.	Evening
11:00 p.m. to 8:00 a.m.	Night/Weekends

For messages which overlap one or more rate periods, each minute is rated according to the rates for the period in which the minute starts. All time periods include the beginning time and do not include the ending time.

c. Mileages and Corresponding Rates

Basic Charges

.01 Initial Minute

Rate Mileage	Day	Evening	Night
0 - 20	$0.89	$0.89	$0.89
21 - 40	$0.89	$0.89	$0.89
41 - 70	$0.89	$0.89	$0.89
71 - 100	$0.89	$0.89	$0.89
101 - 150	$0.89	$0.89	$0.89
151 - 330	$0.89	$0.89	$0.89
Over 330	$0.89	$0.89	$0.89

.02 Each Additional Minute

Rate Mileage	Day	Evening	Night
0 - 20	$0.89	$0.89	$0.89
21 - 40	$0.89	$0.89	$0.89
41 - 70	$0.89	$0.89	$0.89
71 - 100	$0.89	$0.89	$0.89
101 - 150	$0.89	$0.89	$0.89
151 - 330	$0.89	$0.89	$0.89
Over 330	$0.89	$0.89	$0.89

d. Service Charges

In addition to the basic charges in c. preceding, there is a service charge for messages classified as customer dialed calling card station, operator-handled station or person. The charge for this type of message is the sum of the dial station charge plus the applicable service charge. The service charge applies per message as follows:

Type of Message	Service Charge
Customer Dialed Calling Card Station Service	$.72
Operator Handled Station	$4.99
Operator Handled Station Collect	$4.99
Operator Handled Person	$6.50
Operator Handled Person Collect	$6.50
Third Party Billed	$4.99
Operator Dialed	$1.00

e. Subscriber Surcharges

Carrier will not bill users for any subscriber surcharges, except as provided below.

01. Surcharges - Calls originated from Hotels/Motels may be subject to a subscriber surcharge of up to $1.00 per call at the option of the Customer. Calls originated from hospitals may be subject to a subscriber surcharge of up to 25 cents ($0.25) per call at the option of the customer. Calls originated from COPTs may be subject to a subscriber surcharge of up to $0.25 per call at the option of the customer.

FLEX-SAVE PLUS

(Effective January 1, 1995, Flex-Save Plus will no longer be available to new subscribers.)

RATES AND CHARGES

a. Usage Charges

.01 Day Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor

0 - 20	$0.1620	$0.0086
21 - 40	$0.2340	$0.0143
41 - 70	$0.2430	$0.0152
71 - 100	$0.2520	$0.0171
101 - 150	$0.2790	$0.0181
151 - 330	$0.2880	$0.0200
Over 330	$0.3150	$0.0209

.02 Evening Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1296	$0.0068
21 - 40	$0.1872	$0.0114
41 - 70	$0.1944	$0.0122
71 - 100	$0.2016	$0.0137
101 - 150	$0.2232	$0.0144
151 - 330	$0.2304	$0.0160
Over 330	$0.2520	$0.0167

.03 Night/Weekend Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.0972	$0.0051
21 - 40	$0.1404	$0.0086
41 - 70	$0.1458	$0.0091
71 - 100	$0.1512	$0.0103
101 - 150	$0.1674	$0.0108
151 - 330	$0.1728	$0.0120
Over 330	$0.1890	$0.0125

b. Monthly and Nonrecurring. The rates and charges applicable to Flex-Save Plus are as follows:

Monthly	Nonrecurring
N/A	$25.00

SURE-SAVE PLUS

a. RATES AND CHARGES

Usage Charges

a. Day Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1620	$0.0855
21 - 40	$0.2340	$0.1425
41 - 70	$0.2430	$0.1520
71 - 100	$0.2520	$0.1710
101 - 150	$0.2790	$0.1805
151 - 330	$0.2880	$0.1995
Over 330	$0.3150	$0.2090

b. Evening Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor

0 - 20	$0.1296	$0.0684
21 - 40	$0.1872	$0.1140
41 - 70	$0.1944	$0.1216
71 - 100	$0.2016	$0.1368
101 - 150	$0.2232	$0.1444
151 - 330	$0.2304	$0.1596
Over 330	$0.2520	$0.1672

c. Night/Weekend Rates.

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.0972	$0.0513
21 - 40	$0.1404	$0.0855
41 - 70	$0.1458	$0.0912
71 - 100	$0.1512	$0.1026
101 - 150	$0.1674	$0.1083
151 - 330	$0.1728	$0.1197
Over 330	$0.1890	$0.1254

d. Rates and Charges - Monthly and Nonrecurring
The monthly and non-recurring rates and charges applicable to

Sure-Save Plus, including one authorization code and are as follows:

Monthly	Nonrecurring
N/A	$ 0.00

EXEMPT CALLS-FLEX-SAVE PLUS AND SURE-SAVE PLUS. The following types of calls are not subject to a high volume discount and are not considered in calculating a customer's volume when determining the magnitude of that customer's high volume discount:

.01 Calls under the Credit Card Service.
.02 Calls placed to Directory Assistance.
.03 Calls placed to an international location.

HIGH VOLUME DISCOUNTS. For Flex-Save Plus and Sure-Save Plus customers, the volume in the above paragraph is used both to determine the appropriate high volume discount and is the total to which the high volume discount applies. The discounts are as follows:

Volume of Billing Cycle Calls	High Volume Discount
$ 0 - $ 399.99	0%
$ 400 - $ 799.99	5%
$ 800 - $1,599.99	10%
$1,600 - $3,199.99	15%
$3,200 Plus	20%

DAYSAVER I

RATES AND CHARGES

a. Day Rates

Initial and Subsequent Whole Minutes
$.2600

b. Evening/Night/Weekend

Initial and Subsequent Whole Minutes
$.1950

HELLO AMERICA

RATES AND CHARGES

a. Day Rates

Initial and Subsequent Whole Minutes
$0.2700

b. Evening Rates

Initial and Subsequent Whole Minutes
$0.1300

c. Night/Weekend Rates

Initial and Subsequent Whole Minutes
$0.1100

* USA CARD
(Effective January 1, 1995, * USA Card will no longer be available to new subscribers.)

RATES AND CHARGES

a. Day Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.1800	$0.1700
11 - 22	$0.2100	$0.2000
23 - 55	$0.2300	$0.2200
56 - 124	$0.2300	$0.2200
125 - 292	$0.2300	$0.2300
293 - 430	$0.2400	$0.2300
431 - 925	$0.2400	$0.2400
926 +	$0.2500	$0.2500

r. Evening Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.1206	$0.1139
11 - 22	$0.1407	$0.1340
23 - 55	$0.1541	$0.1474
56 - 124	$0.1541	$0.1474
125 - 292	$0.1541	$0.1541
293 - 430	$0.1608	$0.1541
431 - 925	$0.1608	$0.1608
926 +	$0.1675	$0.1675

s. Night/Weekend Rates

Each

Mileage Band	Initial Minute	Add'l Minute
1 - 10	$0.0936	$0.0884
11 - 22	$0.1092	$0.1040
23 - 55	$0.1196	$0.1144
56 - 124	$0.1196	$0.1144
125 - 292	$0.1196	$0.1196
293 - 430	$0.1248	$0.1196
431 - 925	$0.1248	$0.1248
926 +	$0.1300	$0.1300

HIGH VOLUME DISCOUNTS
High volume discounts do not apply to this service.

SERVICE CHARGE
This charge is applied on a per call basis.

		Charge Per Call
a.	Customer Dialed Station to Station	$0.79
b.	Attendant Handled	
	(.01) Station to Station	$1.25
	(.02) Person to Person	$3.00

OPTIONS
Options available to * USA Card customers include Personal Attendant and Speed dialing.

a. Personal Attendant. This option provides the customer with the means to access a directory assistance-like service, through the Direct Connect function, or a message receipt/delivery option through the Message Storage and Forward function.

.01 Direct Connect. Teleconnect provides this function to customers who are in need of obtaining a station number from a directory assistance-like service. A customer wishing to use this service will enter "* 0" following the prompt tone. A Teleconnect attendant will come onto the line and request the name and location of the party the customer wishes to access. After acquiring the necessary information from the customer, the Teleconnect attendant will contact directory assistance, obtain the number desired, and then pass the information along to the customer. The customer will then choose to either terminate the call or have the Teleconnect attendant complete the call.

(a) Directory Assistance-like Service Rates and Charges. An undiscountable charge of $1.99 per call will apply to each call requesting Directory Assistance for numbers in the United States. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator.

(b) Attendant Assisted Rates and Charges. If the Teleconnect attendant connects the customer with the station or the party in question, the customer will incur the following charge as appropriate.

	Charge Per Call
Station to Station	$1.25
Person to Person	$3.00

In addition to this charge, the customer will incur the $1.99 directory assistance charge and the long distance charges shown previously. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator.

.02 Message Storage and Forward. This service provides the customer with a message relay service. The customer will contact a Teleconnect attendant by entering "* 4" following the tone, tape the desired message, and specify the date and time for delivery. Teleconnect will attempt to deliver the message in the following manner. The initial attempt will correspond with the customer's requested time of delivery, the next three (3) attempts will be spaced fifteen (15) minutes apart, and the last four (4) attempts will be spaced sixty (60) minutes apart. Teleconnect will make no more than eight (8) attempts at delivery. Teleconnect does not guarantee successful delivery of messages. The rates and charges incurred by the customer for service are as follows:

Activity	Charge
Taping of message	$0.29 per minute
Relay of message	$0.29 per minute
Attendant Surcharge:	
Station to Station	$2.00 per taped message
Person to Person	$3.75 per taped message

The attendant surcharge applies even if Teleconnect has been unsuccessful in delivering the message to the appropriate party.

b. Speed Dialing. Speed Dialing provides the customer with a simplified means of accessing frequently called numbers. The customer enters a specified code which is automatically converted into a telephone number. These codes are programmed and maintained by the customer. The Speed Dialing option is accessed by entering "* 9." The customer will then enter "0" to access the automated attendant which will assist the customer in programming the speed codes. The customer has the capability of programming up to nine (9) personalized speed dial numbers.
This option is provided free of charge to * USA Card customers.

JOINT USER SERVICE

RATES AND CHARGES

a. Applicability. Any entity which is elected or authorized to serve as a manager of a Joint User Group and is duly authorized to represent members of the Joint User Group, is entitled to order Joint User Service at the rates and charges listed below:

.01 * USA Card usage rates as listed in this catalog schedule are discounted by fifteen percent (15%) for day, evening and night/weekend.

.02 * USA Card charge as listed in this catalog schedule for customer dialed Station-to-Station is eliminated.

.03 The Joint User Group, in composite, must generate $125,000.00 of total rates and charges per month with Teleconnect derived from all jurisdiction in order to be eligible for Joint User Service. In order for a group to be considered a Joint User Group and eligible for the above rates, the applicant must meet all criteria established by Pacific Bell in accordance with its Joint User Tariff (A5.6.1 first revised sheet 478 and sixth revised sheet 479).

b. Liability. The manager of the Joint User Group is responsible for payment for all usage generated by each member of the Joint User Group. Failure of an individual member to pay the manager of the Joint User Group in no way alleviates the manager from the liability for payment of those charges.

VIRTUAL PRIVATE LINE

RATES AND CHARGES

a. Usage Charges

	Channel Mileage	
From	To and Including	Charge Per Minute

0	50	$.15
51	120	.20
121	220	.30
221	320	.35
321	500	.40
501	800	.45
801	And over	.50

For calculating the distance of a Virtual Private Line call the distance used for pricing purposes is the airline mileage between serving wire center, not toll centers.

b. Line Termination Charges

1. Ordering of line termination facilities:
Per line termination - $50.00 monthly

2. Customer has the option of ordering one line termination through Teleconnect and the other from another source, both ends from Teleconnect, or neither end from Teleconnect.

c. Installation and Relocation Charges

1. An installation charge of $125.00 applies for the installation of each primary location. For a relocation of a primary location in different premises, installation charges apply.

d. Special Access Surcharge. In addition to the above, a Special Access Surcharge of $25.00 per month, per service point, is applicable to each access line facility provided by a local exchange telephone company. The surcharge will not apply to such a facility for which the customer has furnished Teleconnect with an Exemption Certification. The surcharge is applicable where the Virtual Private Line allows traffic to either to originate or terminate for locations other than the customer's premises within the free calling area.

LIMITED LOCATION

a. Virtual Private Line service is limited to call between San Francisco and Los Angeles.

b. If the customer's location is beyond the corporate city limits of San Francisco or Los Angeles, the customer is obligated to provide a connection within the corporate city limits. If the customer can gain access via facilities other than Teleconnect's, no additional charge applies beyond line termination. If Teleconnect provides the connection via the leased facilities of others, the customer will be subject to charges on an individual case basis.

ADDITIONAL AND CONTRACTUAL VOLUME DISCOUNTS

RATES AND CHARGES

a. Description. At the customer's request, the customer may contract to receive additional volume discounts for the customer's Teleconnect long distance services. The customer may contract on a month-to-month basis or on a long term basis for these discounts. The discount levels will be determined by using the aggregate net dollar volume (after applying existing discounts) of all Teleconnect services, both intrastate and interstate, used by the customer, but the discount will be applied only to those Teleconnect services which are tariffed to receive High Volume Discounts. These discounts will be applied after and in addition to the tariffed High Volume Discounts for each service.

For the Contractual Volume Discount, the discount will vary with the length and year of the contract, as stated in d.

b. Availability. Additional and contractual volume discounts are available to all Teleconnect customers who subscribe to a long distance plan which is subject to high volume discounts.

c. Rates and Charges. Additional and contractual volume discounts are subject to the following monthly and nonrecurring charges:

Monthly	Nonrecurring
$50.00	$0.00

d. Volume Discounts. The following schedule of volume discounts will apply:

		Volume Discounts Based on Length of Contract		
Net Dollar Volume	Month to Month	1st Year Contract	2nd Year Contract	3rd Year Contract
$ 10,000 - $ 15,000	1%	3%	4%	5%
$ 15,001 - $ 25,000	3%	5%	6%	7%
$ 25,001 - $ 50,000	4%	6%	7%	8%
$ 50,001 - $100,000	6%	8%	9%	10%
$100,001 - $250,000	7%	9%	10%	11%
$250,001 +	8%	10%	11%	12%

* When a customer signs a two or three year contract, the percent of discount will change each year as reflected above.

e. Discontinuance of Service Prior to Expiration of Contract. In the event a customer chooses to discontinue the contract prior to the completion of the term of the contract, the following penalties will apply:

.01 The customer who terminates the contract in the first year must repay 100% of the Contractual High Volume Discount received up to that point.

.02 The customer who terminates the contract in the second year must repay 75% of the Contractual High Volume Discount received up to that point.

.03 The customer who terminates the contract in the third year must repay 50% of the Contractual High Volume Discount received up to that point.

DIALED NUMBER IDENTIFICATION SERVICE

Dialed Number Identification Service is subject to the following monthly and nonrecurring charges:

Monthly	Nonrecurring	Change Charge
$0.00	$500.00	$50.00/request

DIRECTORY ASSISTANCE (DA) SERVICE

An undiscountable charge of $1.99 per call will apply to each call requesting Directory Assistance for numbers in the United States. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator. In the event that a DA operator is unable to provide the requested number, the charge for the call will still apply. When a customer reports that an incorrect number has been provided by the DA operator (including the number requested, the number provided, and the reason the number is incorrect), a credit for the amount of the charge per call will be granted.

HELLO CALIFORNIA

RATES

a. Day Rates

Initial Minute Rate	Add'l Minute Rate
$0.2700	$0.2700

b. Evening Rates

Initial Minute Rate	Add'l Minute Rate
$0.1300	$0.1300

c. Night/Weekend Rates

Initial Minute Rate	Add'l Minute Rate
$0.1100	$0.1100

OPTIONS
HELLO CALIFORNIA is available with the *USA Card service as an enhancement. The rates and charges for the *USA Card are found in this catalog schedule.

COMBINATION WITH OTHER SERVICES
HELLO CALIFORNIA may be combined with 800 Personal Hotline. Customers who purchase combined services will not be required to meet the monthly minimum usage set forth below. The customer is obligated to pay the tariffed usage rates as specified in the 800 Personal Hotline section of this catalog schedule.

RATES AND CHARGES - MONTHLY AND NONRECURRING
The monthly and nonrecurring charges applicable to interstate service allows the customer to utilize intrastate service at no additional charge.

MINIMUM USAGE CHARGE
HELLO CALIFORNIA customers will be charged the greater of $5.00 per month or the cumulative message charges for the month. Non-jurisdictional calling charges contribute to the $5.00 monthly minimum.

RATES APPLICABLE ON CERTAIN HOLIDAYS
For the following holidays the Evening rates are used, unless lower rates would normally be applicable:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

OPTIONAL SERVICES

ACCOUNT CODES

Rates and Charges

a. Variable Length Account Codes. The length of the codes are as follows:

	One-Time Charge	Monthly Recurring Charges
2 Digit	$15.00	$ 5.00
3 Digit	$25.00	$10.00
4 Digit	$50.00	$15.00

b. Rates and Charges. Pricing is determined by the number of divisional and departmental subtotals required ("breaks"). Authorization codes and account codes are priced separately and in addition to corporate billing charges. The customer will be assessed a $10.00 one-time change charge to add in billing detail under this service, and monthly rate and nonrecurring charges as set forth in the following chart:

		Monthly	Nonrecurring
.01	0 - 15 Breaks	$15.00	$ 5.00
.02	16 - 49 Breaks	$25.00	$10.00

.03	50 Plus Breaks	$50.00	$15.00

c. SECURE-CALL Codes.

Predesignated Packages Numbers of Random Codes	Additional One-Time Charges for 2-Digit	3-Digit	4-Digit
25	$10.00	$15.00	---
50	---	$25.00	---
100	---	$35.00	---
200	---	$45.00	---
400	---	$50.00	$ 75.00
600	---	$60.00	$ 85.00
800	---	---	$ 95.00
1000	---	---	$ 100.00

Pricing of larger 4 digit packages are available upon request. Under these circumstances the rates and charges are on an individual case basis.

d. Customized Screened Account Codes. Pricing for Customized Screened Account Codes is as follows:

Additional One Time Charge	$50.00
Change Charge per Request	$10.00

AUTHORIZATION CODES

Rates and Charges. Additional authorization codes are available for a $10.00 one-time setup charge.

MAG TAPE/DISKETTE BILLING

Rates and Charges. Mag tape/diskette billing is available for a $300 one-time setup charge and a $100 monthly rate. The customer has the alternative of a single request for $400.00

MULTIPLE BILLING

Rates and Charges. The customer is charged a $10.00 fee for each multiple bill requested.

SPEED CODES

a. Customers are charged a $25.00 one-time setup charge and a $10.00 monthly rate per packet of 16 Speed Codes.

b. Customers are charged a $50.00 one-time setup charge and a $20.00 monthly rate per packet of 50 Speed Codes.

CHECK SERVICE CHARGE

A check service charge will be assessed for any reason a check tendered by a Teleconnect customer as payment for tariffed service is returned to Teleconnect or is not in acceptable form. The check service charge is $10.00.

NOTES WHICH AFFECT RATES

TIME OF DAY

.01 Day Rates. These rates are applicable from 8:00 a.m. to 5:00 p.m., Monday through Friday with the

exception of the holidays listed.

.02 Evening Rates. These rates are applicable 5:00 p.m. to 11:00 p.m. Sunday through Friday.

.03 Night/Weekend Rates. These rates are applicable 11:00 p.m. to 8:00 a.m., Monday through Friday, all day Saturday and Sunday between 8:00 a.m. and 5:00 p.m. as well as 11:00 p.m. to 8:00 a.m.

RATES APPLICABLE ON CERTAIN HOLIDAYS

For the following holidays the Evening rates are used, unless lower rates would normally apply:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

METHOD OF APPLYING RATES

DAYSAVER, DAYSAVER PLUS, MAX-SAVE

The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed.The subsequent seconds are rounded in tenth of a minute increments, with the remaining seconds, if any, rounded up to the next tenth of a minute and are subject to the additional tenth of a minute charge.
Fractional cents, if any, are rounded up to the nearest whole cent.

Smart Minutes

All Smart Minutes calls will be billed in one-minute increments.

SUPERWATS PLUS

The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed. The subsequent seconds are rounded in tenth of a minute increments, with the remaining seconds, if any, rounded up to the next tenth of a minute and are subject to the additional tenth of a minute charge. Fractional cents, if any, are rounded up to the nearest whole cent.

FLEX-SAVE PLUS.

To determine the appropriate charge, each call is rated by the following method.

a. Initial Minute.
The initial whole minute or fraction thereof is subject to the initial minute rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment.
The subsequent seconds beyond the initial increment (first minute for Flex-Save Plus are rounded in tenth of a minute (6 second) intervals with any remaining seconds rounded to the next higher tenth of a minute interval. Those 6-second increments are subject to the precise billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial minute plus the charge calculated for the subsequent 6-second increments determine the previous billing charge for the call. The total amount of the call is rounded up to the nearest whole cent.

SURE-SAVE PLUS

To determine the appropriate charge, each call is rated by the following method.

a. Initial Minute
The initial whole minute or fraction thereof is subject to the initial minute rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment
The subsequent seconds are rounded in whole minute increments, with the remaining seconds, if any, rounded up to the next whole minute, and are subject to the whole billing factor for the appropriate play to which the customer subscribed.

c. Total
The charge calculated for the initial minute plus the charge calculated for the subsequent whole minute(s) determines the whole minute charge for the call. The total amount of the call is rounded up to the nearest whole cent.

DAYSAVER I

a. Whole Minutes. DaySaver I usage (both initial minute and subsequent minute) is measured in whole minute increments.

b. Time of Day. The time of day is used to determine which rate is to be applied to usage.

TRAC and TRAC 2000
To determine the appropriate charge, each call is rated by the following method.

a. Initial Increment. The initial 18 seconds or fraction thereof is subject to the initial 18 second rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment. The subsequent seconds beyond the initial increment for TRAC are rounded in one-tenth minute (6 second) intervals with any remaining seconds rounded up to the next higher one-tenth minute interval. Those one-tenth minute increments are subject to the additional one-tenth minute billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial increment plus the charge calculated for the subsequent increment determines the charge for the call. The total charge is rounded up to the nearest whole cent.

TRAC 800 and 800 TRAC 2000
To determine the appropriate charge, each call is rated by the following method.

a. Initial Increment. The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment. The subsequent seconds beyond the initial increment for TRAC are rounded in one-tenth minute (6 second) intervals with any remaining seconds rounded up to the next higher one-tenth minute interval. Those one-tenth minute increments are subject to the additional one-tenth minute billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial increment plus the charge calculated for the subsequent increment determines the charge for the call. The total charge is rounded up to the nearest whole cent.

HELLO AMERICA

a. Whole Minute. HELLO AMERICA usage (both initial and subsequent minutes) is measured in whole minute increments.

b. Time of Day. The time of day is used to determine which rate is applied to usage.

c. Minimum Usage. The minimum usage level for HELLO AMERICA is

$5.00 per month. This minimum usage can consist of interstate usage, intrastate usage, or any combination of interstate and intrastate usage.

* USA CARD

DESCRIPTION

a. Nature of Service. * USA Card is an interexchange telephone service that allows customers to originate calls from any telephone in the state of California and terminate calls to any location within the state of California. Usage charges are based on the distance, duration, and time of day of each call.

b. Dialing Procedure. The method of access consists of the following steps:

1. dialing 1-800-369-9999
2. entering the 14 digit authorization code unique to each * USA Card (i.e. the code will be different than the traditional 7 digit authorization code).
3. entering the called number or star key to access the enhanced services menu following the tone from the automated attendant.

AVAILABILITY

* USA Card is available to any Teleconnect customer on a statewide basis.

RATES AND CHARGES - USAGE

a. Determination of Duration

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone attendant board, private branch exchange console, or enhanced services menu.

.02 chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

b. Calculation of Charge. To determine the appropriate long distance charge, each call is rated using the following method.

.01 The initial minute, or fraction thereof, is subject to the initial minute rate.

.02 The subsequent seconds are rounded in whole minute increments with the remaining seconds rounded up to the next whole minute and are subject to the additional minute rate.

c. Time of Day. The following time periods are applicable to the point of origination.

.01 Day Rates. Day rates are applicable 8 a.m. to 5 p.m. Monday through Friday with the exception of the holidays.

.02 Evening Rates. Evening rates are applicable 5 p.m. to 11 p.m. Sunday through Friday.

.03 Night/Weekend Rates. Night/Weekend rates are applicable 11 p.m. to 8 a.m. Sunday through Friday, all day Saturday and Sunday between 8 a.m. and 5 p.m.

VIRTUAL PRIVATE LINE

Virtual Private Line is a "ring down" service, meaning the customer can only reach a predesignated location or locations. Once the customer lifts the receiver at the originating location the predesignated terminating location will ring.

DIALED NUMBER IDENTIFICATION SERVICE (DNIS)

a. Description. DNIS permits a customer with multiple 800 numbers in the same routing arrangement to identify the specific 800 number which was dialed by the calling party.

Identification is accomplished by outpulsing a set of digits unique to the dialed 800 number. Between one (1) and five (5) digits are outpulsed to the customer premises. The outpulsed number can be (but is not required to be) the last four (4) digits of the 800 number.

b. Availability. DNIS is available to Teleconnect customers who subscribe to a DAL or a T-1 service and when the following conditions are met:

.01 The customer is responsible for providing equipment capable of receiving the outpulsed digits so the 800 number can be identified.
.02 All access lines within the same routing arrangement must be equipped for DNIS.

DIRECTORY ASSISTANCE

a. Description. Directory Assistance (DA) calls provide Teleconnect customers with access to Local Exchange Carrier Directory Assistance operators to provide telephone number lookup. When furnished with a name and locality, the Directory Assistance operator will provide, or attempt to provide, the telephone number or numbers listed in the exchange carrier records associated with the name given.

A maximum of one request for telephone numbers will be accepted per call to the DA operator. A telephone number which is not listed in the DA records will not be available to the customer.

The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number.

The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any other purpose other than provision of DA service.

b. Availability. DA is available to all Teleconnect customers.

TAXES AND FEES CHARGEABLE TO CUSTOMERS

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging) and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; b. terminal equipment sales; c. inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the AT&T (d.b.a. SBC California) tariffs.

a. Adjustments for State, County or Municipality Payments. Now, or at any future time, if the State of California, any county or any municipality possesses or acquires the legal right to impose sales tax, gross receipts tax, excise tax, occupation tax, license tax, franchise tax, permit fee, public service commission fee or other similar tax or fee upon Teleconnect, and has imposed, or imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such state, county or municipality. Such billing shall allocate the tax, fee or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made subject to such tax, fee or charge.

b. California Teleconnect Fund (CTF): Pursuant to Commission Resolution No. T-16742, orders telecommunications carriers to provide a 50% discount to all qualifying entities; school library, Municipal or County Government Owned and Operated Hospital and Health Clinic, Community Based Organization for the following services: all measured business service lines, switched 56 lines, ISDN, DSL, T-1, DS-3 and OC levels up to and including OC 192 services or their functional equivalents upon receiving an accepted application from the qualifying entity.

Applicable to services rendered on and after June 20, 2003.

Payphone Use Charge:* An undiscountable $0.55 per call charge is applicable to calls that originate from any payphone within the state used to access MCI services as follows. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with MCI service, applies for the use of the instrument used to access MCI service and is unrelated to the MCI service accessed from the payphone. Customers of Metered Use Services will be charged the payphone use charge for each call which is placed from payphones within the state. The payphone use charge does not apply to calls placed from payphones phones at which the customer pays for service by inserting coins during the progress of the call; calls using Telecommunications Relay Service; calls originated by customers with qualified hearing or speech impairments who are certified.

* Where billing capabilities exist

HELLO CALIFORNIA

DESCRIPTION

a. Nature of Service. HELLO CALIFORNIA is an interexchange telephone service, by which customers can originate calls from any specified equal access exchange and terminate calls in any intrastate location.

The customer does, however, have the ability to place calls from any telephone in the state using the *USA Card. Applicable usage charges are determined by the duration of the call and time of day the call is placed.

b. Dialing Procedure. Any customer who subscribes to HELLO CALIFORNIA in an equal access area, may access the service by dialing 1 + NPA + NXX-XXXX.

AVAILABILITY
HELLO CALIFORNIA is only offered as an add-on to Teleconnect's interstate HELLO "States" service.

APPLICATION

a. Rate Structure. HELLO CALIFORNIA service has a rate structure which is based on the whole minute rates as listed in this catalog schedule.

b. Determination of Duration

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.

.02 Chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

c. Calculation of Charge

.01 The initial whole minute or fraction there of is subject to the initial minute rate found in this catalog schedule.

.02 The subsequent seconds are rounded in whole minute increments with the remaining seconds rounded up to the next whole minute and are subject to the additional minute rate found in this catalog schedule. The total number of additional minutes is multiplied by the additional minute rate and the product is the charge for subsequent whole minutes of use.

.03 The charge calculated for the initial minute, plus the charge calculated for subsequent whole minute(s) determines the charge for the call. The total amount of the call is rounded up to the nearest whole cent.

.04 HELLO CALIFORNIA customers will be charged the greater of $5.00 per month or the cumulative message charges for the month. Non-jurisdictional calling charges contribute to the $5.00 monthly minimum.

d. Determination of Time of Day

.01 Day Rates. These rates are applicable from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m. Monday through Friday with the exception of holidays listed in this catalog schedule.

.02 Evening Rates. These rates are applicable from 12:00 noon to 1:00 p.m. Monday through Friday and 5:00 p.m. to 11:00 p.m. Sunday through Friday.

.03 Night/Weekend Rates. These rates are applicable 11:00 p.m. to 8:00 a.m. Sunday through Friday, all day Saturday and between 8:00 a.m. and 5:00 p.m. on Sunday.

SPECIAL EQUIPMENT AND/OR ARRANGEMENTS

For special equipment and arrangements furnished in connection with service, charges equivalent to the estimated cost of furnishing such equipment or arrangements apply. Estimated cost consists of an estimate of the cost of maintenance; cost of operation; depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimate net salvage; administration, taxes and uncollectible revenue on the basis of reasonable average charges for these items; any other specific items of expense associated with the particular situation; and a reasonable amount, computed on the estimated cost installed of any facilities provided for return and contingencies.

CANCELLATIONS AND DEFERMENTS

When a customer cancels or defers an order for service before the service is activated, a charge applies to allow Teleconnect to recover its unrecovered costs including but not limited to engineering, labor, material, and equipment. Charges apply as follows:

a. Cancellation. In a cancellation situation the charge is equal to Teleconnect's unrecovered costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with cancellation. These costs include, but are not limited to, engineering, labor, and nonrecovered material and equipment expense. The amount of cancellation charges shall not exceed the total of all minimum monthly and termination charges which would have applied had the service as ordered been established.

b. Deferment of Start of Service. In a deferment of service situation the following charges apply:

.01 If the request for deferment is received by Teleconnect prior to the date an order for the equipment or service is placed with its supplier--no charge shall apply.

.02 For deferments received by Teleconnect subsequent to the date the order for equipment or service is placed with its supplier, a monthly rate based upon costs incurred prior to the request for deferment applies. The monthly rate equals the deferred investment times the monthly prime interest rate announced by The Merchants National Bank of Cedar Rapids, IA, U.S.A, plus recurring costs resulting directly from the deferral such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering and labor or transportation, shall be billed in total.

Billing shall start at the beginning of the month of deferment and extend to the start of service. Charges shall not exceed the monthly rate which would have applied had the service been established. Teleconnect will charge the customer who defers service any and all rates and charges incurred by Teleconnect for any leased facilities for which Teleconnect is held responsible. Teleconnect will make a good faith effort to minimize those charges whenever possible.

SUMMARY LIST OF CONTRACTS AND DEVIATIONS

None in effect.

RULES

RULE NO. 1 – DEFINITIONS

Authorization Code: The term "authorization code" means a numeric code which identifies an individual or company to be billed for calls charged by authorized users.

Automatic Number Identification: The term "automatic number identification" means a service offered by the local operating company which automatically identifies the telephone number for the line or trunk from which a call is originating.

Breaks: The term "breaks" means the number of divisional or departmental subtotals required under the corporate billing option.

Building: The term "building" means a structure occupied by a customer. Multi-occupant structures will be considered different buildings as to a customer when spaces of that customer are separated by space occupied by others.

Calls: The term "calls" means telephone messages completed by customers or users.

Casual Caller: Denotes any person who uses Company service from an equal access end office who does not have a current account with the Company for services subject to this catalog schedule, to include: (i) any person who has not established an account with the Company who places calls over the Company's network from an equal access area; (ii) any presubscribed customer located in an equal access area who has either voluntarily terminated his Company account or has had his Company account terminated in accordance with the terms and conditions set forth in this catalog schedule; and (iii) new or allocated customers whose accounts are not yet established in the Company's billing system.

Central Office: The term "central office" means a unit in a local utilities telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building.

Commercial Service A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a business or commercial rate in the applicable local exchange service tariff for switched service.

Commission: The term "Commission" means the California Public Service Commission.

Customer
The person, firm, corporation or other entity which orders service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges and for compliance with Teleconnect Company, Inc. tariff regulations. The term "customer" also includes a casual caller (as defined previously in this catalog schedule), person, firm, corporation or other entity that (1) has not presubscribed to Teleconnect Company, Inc. service, but accesses Teleconnect Company, Inc. Dial "1" by dialing the access number 1010826, or any other Teleconnect Company, Inc. carrier identification code, or (2) remains presubscribed to Teleconnect Company, Inc. service after its account is removed from Teleconnect Company, Inc. billing system, subsequently continues to use Teleconnect Company, Inc. network, and is billed by a local exchange service company in compliance with Teleconnect Company, Inc. tariff regulations. For billing purposes, a customer is considered to be an account. In the Metered Use Services, if a person, firm,

corporation or other entity orders the service in more than one Teleconnect Company, Inc. originating city, or requests the assignment of more than one account number in a particular city, each such account is a separate customer for billing purposes.

Customer Premises Equipment: The term "customer premises equipment" means all terminal equipment normally used on the customer's premises owned by the customer, or by the telephone utility or some other supplier and leased to the customer.

Deactivate or Deactivation: The terms "deactivate" and "deactivation" mean the removal of an authorization code from effectiveness.

Dedicated Access Line: The term "dedicated access line" means the line between the customer premise and Teleconnect that does not pass through the switched network of a local exchange utility.

Delinquent or Delinquency: The terms "delinquent" and "delinquency" mean an account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. The term can also relate to a contested bill once the Commission finds the customer's complaint without merit.

Demarcation Point: The term "demarcation point" means the point of connection provided and maintained by the local utility to which existing or new inside station wiring becomes dedicated to an individual customer's use.

Depositor: The term "depositor" means the customer from whom a deposit is required.

Disconnect: The term "disconnect" means the disabling of circuitry preventing outgoing and/or incoming communications from the Teleconnect switch.

Dual Tone Multi-Frequency: The term "Dual Tone Multi-Frequency" means a protocol which uses two distinct frequency tones out of eight possible frequency tones to distinguish a number entered by a customer using a "Touch Tone" type instrument.

Due Date: The term "due date" means the last day for payment without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated "due by," "pay by" or "if paid by" on the customer's bill.

Exchange: The term "exchange" means a unit established by the local exchange utility for the administration of local communication services.

Exchange Service: The term "exchange service" means a local communication service furnished by means of local exchange plant and facilities.

Exchange Service Area or Exchange Area: The terms "exchange service area" or "exchange area" refer to the general area in which the local telephone utility holds itself out to furnish exchange telephone service.

Extended Area Service: The term "extended area service" means telephone service, furnished at local rates, between customers located within an exchange area and all of the customers of an additional exchange area.

Feature Group D: The term "Feature Group D" means the type of access which provides for "1+" customer dialing through the IXC of the customer's choice. FGD is also known as equal access.

Individual Case Basis: The term "individual case basis" means the application of a rate, charge, or condition of the tariff as determined by individual circumstances.

Initial Service Period: The term "initial service period" means the minimum period for which service will be installed and terminated without the application of an initial bill charge. Except as noted, the initial service period is one month from the initiation of service.

Inside Station Wiring: The term "inside station wiring" means wiring located on the premises beyond the

demarcation point.

Installation Charge: The term "installation charge" means a nonrecurring charge associated with the installation of certain services or facilities either in lieu of or in addition to recurring monthly rates or service charges or rates.

Interexchange Service: The term "interexchange service" is the provision of intrastate telecommunications services and facilities between local exchanges and does not include EAS.

Interexchange Utility: The term "interexchange utility" means a utility, a resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges. A local exchange utility that provides interexchange service may also be considered an interexchange utility.

Local Exchange Utility: The term "local exchange utility" means a telephone utility that provides local service under a tariff filed with an appropriate state public utility commission. The utility may also provide other services and facilities such as access services.

Local Service: The term "local service" means telephone service furnished between customers or users located within an exchange area.

Local Service Area: The term "local service area" means the area within which are located the lines to which calls may be made under a specified schedule of exchange rates without payment of toll charges.

Local Utility: See "local exchange utility."

Message: The term "message" means "a" telephone call by a customer or user.

Premises: The term "premises" denotes the space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right-of-way, or a natural barrier.

Prorate: The term "prorate" means the basis sometimes used for determining the charge for service furnished for a period less than that used in specifying rates. The pro rata charge for a service for which the rate is specified on a monthly basis is 1/30 of the monthly rate times the number of days service was furnished.

Rates: The term "rates" shall mean recurring amounts billed to customers for regulated services and equipment.

Residential Service A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a residential, non-commercial, or non-business rate in the applicable local exchange service tariff for switched service.

Rotary Pulse: The term "rotary pulse" means the transmission of digital information from a customer's dial to the central office equipment. The numerical value of each digit in the dialed telephone number is determined by the number of on-hook intervals in a train of pulses. The on-hook intervals for each digit are separated by short off-hook intervals, and the digits themselves are separated by relatively long off-hook intervals.

Serving Exchange: The term "serving exchange" means a unit established for the administration of communication services in which Teleconnect holds itself out to provide service. The boundary of the serving exchange for Teleconnect is identical to that filed by the local utility.

Special Dialing Procedures: The term "special dialing procedures" means the dialing procedures which are an exception to the three step procedure. Special dialing procedures are available where a customer is in an equal access area and has registered specific lines with Teleconnect for "1+" dialing. When Teleconnect has been designated as the customer's primary interLATA carrier, and the call is an interLATA call, the call may be dialed in the following sequence:

1 + area code + long distance telephone number.

Suspend: The term "suspend" means temporary disconnection or impairment of service which shall disable either outgoing or incoming communications or both.

Switching Service: The term "switching service" means switching performed for the service lines.

Teleconnect Exchange: The term "Teleconnect exchange" means the serving exchange of the Metropolitan Los Angeles free calling area. Continued service to EAS exchanges may be contingent upon any and all conditions imposed by the tariff or the financial incentives or disincentives imposed by secondary exchange carrier tariffs.

Telephone Utility or Utility: The terms "telephone utility" or "utility" mean any person, partnership, business association, or corporation, domestic or foreign, owning or operating any facilities for furnishing communications service to the public for compensation.

Three-Step Dialing Procedure: The term "three-step dialing procedure" means Teleconnect access number + authorization code + area code + long distance telephone number.

Timely Payment: The term "timely payment" is a payment on a customer's account made on or before the due date shown: (1) on a current bill for rates and charges, or (2) by an agreement between the customer and utility for a series of partial payments to settle a delinquent account.

Toll Message: The term "toll message" means a message made between different exchange areas for which a charge is made.

Toll Rate: The term "toll rate" means the Catalog Schedule charge prescribed for toll messages, usually based upon the duration of the message, the distance between the exchanges, the day and time of the message.

Tone: The term "tone" means a DTMF signal.

Traffic: The term "traffic" means telephone call volume, based on number and duration of calls.

WATS Access Line: The term "WATS Access Line" means the special access line between the customer premise and the WATS serving office.

EXPLANATION OF ABBREVIATIONS

ANI	Automatic Number Identification
BPS	Bits per Second
BPI	Bits per Inch
Cal PUC	California Public Utility Commission
CO	Central Office
CPE	Customer Premises Equipment
DAL	Dedicated Access Line
DDD	Direct Distance Dialing
DTMF	Dual Tone Multi-Frequency
EAS	Extended Area Service
FCC	Federal Communications Commission
FGD	Feature Group D
ICB	Individual Case Basis
LATA	Local Access and Transport Area
LMS	Local Measured Service
OCC	Other Common Carriers
OS	Operating Systems
P.U.C.	Public Utility Commission
WAL	Wats Access Line

RULE NO. 2 - DESCRIPTION OF SERVICE

MAJOR SERVICES

DAYSAVER, DAYSAVER PLUS, AND MAX-SAVE

a. Nature of Service. DAYSAVER, DAYSAVER PLUS and MAX-SAVE Services are interexchange telephone services, which allow customers to originate calls from any specified Teleconnect exchange, as listed in the Tariff, and terminate calls in any intrastate location within the State of California. Usage charges are generally based on the distance, duration and time of day for each call.

b. Dialing Procedure. The DaySaver Plans and MAX-SAVE may be accessed only through the special dialing procedures.

Smart Minutes

a. Nature of Service. Smart Minutes (an add-on to interstate service) is an outbound Residential Service that allows customers to originate intrastate calls via Local Exchange Carrier Feature Group D access lines. A customer may pre-subscribe up to two lines for Smart Minutes or may access the Service by dialing 1010826.*

* If a customer dials 1010826, Smart Minutes rates apply only when a call is placed from a pre-subscribed Smart Minutes phone.

b. Availability Service is available on a limited geographic basis and for customers of certain local exchange carriers.

SUPERWATS PLUS

a. Nature of Service
SUPERWATS PLUS is an interexchange telephone service which allows customers to complete interstate and/or intrastate calls on the same access line. The rates and charges set forth in this catalog schedule are in payment for the usage furnished between the calling and the called stations on California intrastate basis. Other charges, as described in Teleconnect's FCC Tariff No. 1, are also appropriate.

b. Dialing Procedure
SUPERWATS PLUS may be accessed by:

1) 1 + area code + long distance telephone number (for Feature Group D.)

c. Availability
Teleconnect offers intrastate SUPERWATS PLUS Service only as an add-on service to customers who subscribe to Teleconnect's interstate SUPERWATS PLUS Service. It is available under two methods of access; Feature Group D (FGD) and Dedicated Access Line (DAL).

800 SERVICE

a. Nature of Service. 800 Service is an interexchange telephone service which allows a customer to receive calls from any station within the state of California at no toll charge to the calling party. The customer is responsible for all calls placed to the customer's 800 number.

b. Dialing Procedure. The dialing procedure for 800 Service is 1-800-NXX-XXXX, where the NXX-XXXX is the 800 number assigned to the customer.

c. Specific Plans Included in the 800 Service Family.

800 Services are comprised of the following play types:

.01 Profit Line*

.02 Profit Line Plus*

.03 Personal Hotline*

.04 800 SUPERWATS PLUS*

* Profit Line, Profit Line Plus, Personal Hotline and 800 SUPERWATS PLUS are registered Service Marks of Teleconnect Company.

d. Determination of Duration

.01 The duration of a call begins when the connection is established between the calling station and the desired telephone attendant board or PBX console.

.02 The duration of a call ends when the connection is terminated.

.03 The duration of a call does not include time lost because of faults or defects in service.

e. Determination of Time of Day

.01 Day. Daytime rates shall apply from 8:00 a.m. until 5:00 p.m., Monday through Friday.

.02 Evening. Evening rates shall apply from 5:00 p.m. until 11:00 p.m., Monday through Friday.

.03 Night/Weekend. Night/Weekend rates shall apply from 11:00p.m. until 8:00a.m., Monday through Friday. Saturday and Sunday applies to all day.

f. Availability. Teleconnect only offers its individual intrastate 800 services only as add-ons to Teleconnect's interstate 800 services.

OPERATOR SERVICES

a. APPLICABILITY
Operator Services applies to all interexchange telephone services messages made between two or more points within the State of California.

b. DESCRIPTION
Operator Services provides telecommunications on an intrastate basis to the customer. Operator Services charges cover the service furnished between the calling and called stations of service points, this includes all methods of originating and terminating operator services calls.

c. PROVISION OF SERVICE
Operator Services is available to and from customers of other carriers and telephone utilities with an arrangement for interchange of telephone traffic. This service is furnished through interconnecting equipment and local connecting facilities.

d. TYPE OF SERVICE

.01 Customer Dialed Calling Card Station Service - The customer dialed calling card station rate applies when the person originating the call:

(a) Dials zero (0) plus the desired number and the commercial credit card or Local Exchange Utility calling card number (where equipment is available) to complete the call without operator assistance, or
(b) Dials zero (0) plus the telephone number to complete the call. In such, cases operator

assistance is limited to recording the commercial credit card or Local Exchange Utility calling card number for billing purposes, or

(c) Inserts a commercial credit card or Local Exchange Utility calling card into a telephone equipped card reader (where equipment is available), dials zero (0) plus the called telephone number to complete the call without operator assistance.

.02 Operator-Handled Station Service - An operator-handled station rate applies when calls are completed with the assistance of an operator (except in f. below).

.03 Operator-Handled Person Service - An operator-handled person rate applies when:

(a) A calling person names the particular party to be reached by an operator, including such a call paid for by coin deposit. The party may be.

- A person.
- A mobile station.
- A station, department or office reached through a PBX attendant.

(b) The calling party cannot speak to the intended person or station, but agrees to speak to someone else.

(c) The calling party requests an operator to make arrangements with a person to receive a call at a specified time.

e. TIMING OF CALLS

On customer dialed calling card station and operator-handled station, the timing of a call begins when the calling and called stations are connected.

On Person calls, the timing of a call begins when the calling party is connected to a specified person, number, or an agreed-upon alternate.

The timing for all calls ends when the calling party hangs up the telephone. If the called party hangs up, but the calling party does not, the timing of the calls ends when the automatic timing equipment or the Company operator releases the network connection.

The timing of a call does not include time lost because of service faults or defects that are reported to the Company.

f. COLLECTION OF CHARGES

Charges for all Teleconnect Operator Services messages are billed to the calling telephone number, except where the message are billed to:

.01 The called party as a collect call, and the charge is accepted by the called party. This does not apply if the called number is a coin telephone. In this case, the charge may be accepted, but must be billed to a commercial credit card or Local Exchange Utility calling card number or third number which the called party is authorized to use, otherwise the called party must originate a new call.

.02 A third telephone number, except a coin telephone number, which the calling party is authorized to use, anywhere in the United States or Canada.

.03 A commercial credit card or Local Exchange Utility calling card account when the party requesting such billing is authorized to use such a card. In order to control fraud, the Company may refuse to accept calling cards which it determines to be invalid.

.04 Call Authorization

(a) To ensure billing is authorized, verification is made by the Company on all collect calls and periodically on third number calls.

(b) A call is authorized if the customer accepts the call, either by a live response or an answering device recording which states that calls are accepted, or if the billing is accepted by the customer.

(c) Calls that have been placed but are found to be unauthorized, will be rebilled to the number where the call originated.

g. PAYMENT OF CHARGES
The customer is responsible for payment of all charges for operator services furnished. This responsibility includes charges for all:

a. Messages originated at the customer's number.

b. Collect messages accepted at the customer's number.

c. Authorized messages billed to the customer's number.

d. Authorized messages billed to the customer's Local Exchange Utility calling card or commercial credit card.

OPTIONAL SERVICES - DESCRIPTION

ACCOUNT CODES

a. Description.

01. General. An Account Code Package is a service providing the customer with control, within prescribed limits, over the format of the bill. Account Codes can vary in length between two and four digits and are used by the customer to identify charge-back accounts and/or individuals.

02. Variable Length Account Codes. The customer may choose between three Account Code package sizes.

If this service is ordered, the customer must enter a valid Account Code at the end of the normal dialing sequence to complete a call.

When codes are ordered without the screened function, any digit meeting the package's parameters can be entered and will be registered as valid. Teleconnect is not responsible for invalid assignment of usage to a valid code.

03. "SECURE-CALL" Codes.

(a) General. In addition to subscribing to a variable-length Account Code package, the customer may request that the codes be "screened." The process of screening account codes is called SECURE-CALL Service. SECURE-CALL Service packages have certain specific codes within the parameters of the package invalidated. If one of these invalidated Account Codes is used in an attempt to place a call, the call will not be completed. Again, Teleconnect is not responsible for invalid assignment of usage to a valid code. Charges for screened accounts codes are in addition to charges for the initial account code package.

(b) Packaging. Predetermined packages of randomly selected 2, 3 and 4 digit account codes are available. Valid Codes can range from 25 to 1,000 codes for screened accounts.

04. Customized Screened Account Codes. Instead of using a predetermined package, customers are allowed to have specific account codes validated or invalidated according to their unique needs or wants. In this case the special packages of account codes are called Customized

Screened
Account Codes.

The customer must first subscribe to Account Codes and pay the premiums for SECURE-CALL Codes in order to receive Customized Screened Account Codes.

SPEED CODES

a. Description. Speed Codes are 3-digit codes representing frequently called long distance numbers. They are provided in packets of 16 Speed Codes, or, in limited instances, in packets of 50 Speed Codes.

b. Fifty packet Speed Codes are available only to customers accessing the Teleconnect system with a DAL. Customers are limited to one Speed Code packet per authorization code.

AUTHORIZATION CODES

a. Description. Service under all plans includes one Authorization Code at no additional charge. Additional authorization codes may be supplied on request at an additional charge.

b. Availability. Any Teleconnect customer can purchase additional authorization codes.

CORPORATE BILLING

a. Availability. Corporate Billing is available to all customers having Authorization Codes and/or Account Codes.

MULTIPLE BILLING

a. Description. At a customer's request, multiple copies of that customer's bills will be furnished.

b. Availability. Multiple billing is available to any Teleconnect customer.

MAG TAPE/DISKETTE BILLING

a. Description

.01 Teleconnect will provide billing information and call detail on magnetic tape or diskette.

.02 Magnetic tape or diskette billings will be provided in the following formats:

(a)	Tape	-	1600 or 6420 bpi
		-	9 track
		-	standard OS labels or unlabeled
		-	IBM EBCDIC
(b)	Diskette	-	IBM 8-inch double sided double density
		-	floppy diskette
		-	Basic Exchange Format

b. Availability. Mag tape/diskette billing is available to all Teleconnect customers.

RULE NO. 3 – APPLICATION FOR SERVICE

Teleconnect does not differentiate between a business or residential customer in any manner.

Information Required. When applying for interexchange service each prospective customer will be required to furnish Teleconnect the following information:

.01 Name of the party who will be responsible for payment for the interexchange service provided.

.02 Address or exact location of the premises where interexchange service is to be provided and billed.

.03 Any information required to make a proper determination of appropriate credit worthiness. Copies of different application forms are shown on page 92-T and page 93-T.

Selection of Service Type. Teleconnect offers several different types of service. Each is set forth separately in this catalog schedule. The customer is responsible for the selection of the service and the options.

Change of Service. The customer may change the service received and transfer to another service otherwise available to them. In such a case the customer will receive a credit against any one-time set-up fees for the new service in the amount of any one-time set-up fees paid upon the origination of the service being discontinued. If the one-time set-up fees for the new service are less than the one-time set-up fees for the service being discontinued, the customer shall pay no one-time set-up fee for the new service but shall not otherwise be entitled to any credits or remission from charges.

Additional Lines Required. When Teleconnect's interexchange service to the public is impaired by a customer's use of telephone service, Teleconnect shall have the right to require the customer to contract for and properly attend as many additional telephone lines as needed to adequately serve the customer's requirements, or to discontinue the service of the customer in question.

TRANSFERS OF SERVICE/RESPONSIBILITY FOR CHARGES ASSOCIATED WITH REQUESTED AUTHORIZATION CODES

Transfers. Transfers of service are not allowed. Service can be expanded to include use by the new spouse of an existing customer.

Requested Authorization Codes. When a customer requests that service be established by means of a specific, previously used authorization code or codes, all ongoing rates and charges associated with such code or codes will be made known to the prospective customer. Assignment of the code or codes to the prospective customer will be contingent upon the customer's acceptance of responsibility for all such ongoing rates and charges.

RULE NO. 4 – CONTRACTS

At present, Teleconnect serves no end-user customers via contractual agreements.

Teleconnect does hold itself out as acting as a carrier's carrier with other parties engaged interexchange service. Under these circumstances, Teleconnect does not hold itself as the responsible carrier to the end user customer. Instead, our obligations are to the carrier with whom Teleconnect has contracted. Under no circumstances should end-user parties served in such an arrangement be viewed as Teleconnect customers.

If and when other utilities provide Teleconnect with facilities and impose individual case basis installation charges or contracts requiring basic termination liabilities, Teleconnect will pass these obligations on to those customers who make use of such facilities. Teleconnect will use the same type of instruments of obligation with the customers as the utility providing the facilities imposes on Teleconnect.

Service may be terminated prior to the expiration of the initial service period may be terminated at the end of a billing period, without charge except for payment of all rates and charges due for service which has been already furnished.

RULE NO. 5 – SPECIAL INFORMATION REQUIRED ON FORMS

Teleconnect requires its prospective customers to provide all information shown on any form Teleconnect submits

to a prospective customer. Also, the applicant will need to provide any additional information necessary to perform a credit check. Finally, Teleconnect may demand written clarification or written support of contested facts concerning any aspect of the customer's application.

RULE NO. 6 – ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

Teleconnect reserves the right to examine the credit record of all applicants and customers.

Teleconnect may examine the credit profile/record of any applicant prior to accepting the subscription order. Negotiation of customer's advance payment shall not in itself obligate the carrier to providing services, if a later check of applicant's credit record is, in the opinion of Teleconnect contrary to the best interest of Teleconnect. In the event Teleconnect denies an applicant, then the applicant shall be notified in writing and refunded any monies paid within five days, or upon notification by the carrier's bank that applicant's check (if previously deposited) has been paid by applicant's bank.

RULE NO. 7 – DEPOSITS

APPLICATION OF DEPOSITS

a. A carrier may require a deposit to establish or re-establish service if and only if an applicant for service is unable to demonstrate acceptable credit to the satisfaction of the carrier. Failure to provide a social security number shall not be cause for requiring a deposit. A carrier may not require for its own benefit a deposit for services provided by another carrier, or refuse to accept a deposit in lieu of demonstrating satisfactory credit.

b. Amount. The amount of the deposit shall not be more than the total of two months tariffed services. The amount of tariffed services may be estimated from past toll usage, customer estimated anticipated usage or Teleconnect network average toll usage considering type and nature of service. The amount of deposit may exceed this total when service is provided for short periods of time or special occasions.

c. Existing Customer. An existing customer may be required to make a deposit or to increase a deposit presently held when a deposit is inadequate to cover two months interexchange service, interex- change usage is abnormal or the customer's credit is impaired. Service may be disconnected unless the new or additional deposit is made within 12 days after written notification.

d. Abnormal Usage After Six Months. For customers with at least six consecutive months of service, abnormal usage of interexchange service is defined as at least a twenty-five percent increase in monthly interexchange charges amounting to at least twenty dollars. The customer's average monthly interexchange bills for not less than the prior three months shall be used in determining the increase.

e. Abnormal Usage Before Six Months. For customers with less than six consecutive months of service, abnormal usage of interexchange service is defined as when one month's interexchange service exceeds the deposit attributable to interexchange service by at least twenty-five percent, amounting to at least twenty-five dollars.

f. Handling of Deposits. Deposits shall be sent to: Teleconnect Company, 500 Second Avenue S.E., Cedar Rapids, Iowa 52401. Teleconnect will maintain records which show the name and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Unclaimed deposits together with accrued interest shall be credited to an appropriate account and shall be disposed of in accordance with the law.

g. Receipts. A receipt of deposit will be furnished to each customer from whom a deposit is received. Upon customer request, duplicate receipts will be provided to customers who have lost their receipt if the deposit is substantiated by Teleconnect's records.

h. Customer Obligations. The fact that a deposit has been made in no way relieves the customer from complying with Teleconnect's regulations as to the prompt payment of bills.

i. Interest. Deposits shall earn on the monthly, unused balance not less than simple annual interest based on the three-month financial commercial paper rate published by the Federal Reserve Board, on November 30th, of the prior year.

j. Refund or Credit. The deposit shall be refunded or credited to the customer after not more than twelve consecutive months of prompt payment. Within thirty days of issuance of the final bill, the amount of the deposit plus any accrued interest is credited to the customer's account and any credit balance is refunded.

k. Re-establishment of Deposit. If the customer is delinquent one or more months during any twelve month period, Teleconnect may implement or re-implement a deposit as set forth in this catalog schedule.

ADVANCE PAYMENTS

a. Applicants. Applicants for interexchange service who are required to make a deposit may be required to pay in advance of installation any service connection or installation changes.

b. Existing Customers. Existing customers who apply for additional interexchange service or changes in their existing service may be required to make advance payments, as described above, when the customer does not meet Teleconnect's credit standards or a sufficient credit history is unavailable.

RULE NO. 8 – NOTICE OF DISCONNECTION OF SERVICE

DISCONNECTION

Teleconnect disconnects in the manner described in RULE 11.

RULE NO. 9 – RENDERING AND PAYMENT OF BILLS

BILLS

a. Regular Bills. Regular customer bills are issued monthly. Each bill contains the dates included in the billing period, dates for service charges associated with work performed and the last date for timely payment. Bills include the amount the customer is charged, stated by category, sales tax and excise tax, with separate entries for total amounts current or in arrears.

b. Customer Requested Adjustments. Reasonable customer requested adjustments to monthly bills may be made if the customer brings the desired adjustment to Teleconnect's attention within 60 days of issuance of the bill. Teleconnect reserves the right to extend the period for adjustments beyond the 60 day period if, in Teleconnect's judgment, the situation so warrants.

TERMS AND CONDITIONS

Service is provided and billed on the basis of a minimum period of at least one month beginning on the date that billing becomes effective, and continues to be provided until the customer requests cancellation or until Teleconnect disconnects service pursuant to the provisions of this catalog schedule.

PAYMENT FOR SERVICE

The rates specified in this catalog schedule are generally rates based on usage, billed monthly, and generally payable in arrears except as otherwise provided.

All customers shall be permitted to have a last date for timely payment changeable for cause in writing. Such a change will become effective when acknowledged by Teleconnect. Until acknowledged, no change in date of timely payment is recognized by Teleconnect.

Customer payments are considered prompt when received at Teleconnect or its agent by the due date on the bill. The due date is 20 days after the bill is rendered and may be designated "due by," "pay by," or "if paid by" on the customer bill. Any customer not paying within 20 days is considered delinquent.

Teleconnect does not assess a late payment charge expt for forfeiture of High Volume Discounts (including multi-location discounts) as applicable to any service. In such cases, the late payment charge is forfeiture of the High Volume Discount applicable to all calls. This late charge will be assessed beginning with the first delinquent payment in any twelve month period. Teleconnect may request payment upon issuance of a final bill when service is terminated at the customer's request. For all other bills, payment will not be requested until the due date.

The customer is held responsible for all charges for services furnished at the customer's request and for all toll service furnished. Failure to receive a bill does not exempt the customer from prompt payment of the account. It is the customer's responsibility to contact Teleconnect when no bill is received.

Except as provided elsewhere in this catalog schedule, the rate for a fractional part of a billing period is a pro rata share of the rates for a full billing period as specified in this catalog schedule. If the prorating indicates a refund is due, the refund is applied as a bill credit.

PAYMENT

Bills may be paid by mail or in person at the sales office of Teleconnect. All charges for service are payable only in United States Currency. Payment may be made by cash or check. A penalty charge of $10.00 will apply on all returned checks.

LATE PAYMENT

a. Legal Fees, Costs. The customer is liable for any legal fees incurred by Teleconnect in the process of collecting a past-due amount. The amount of these fees can be determined by officers of the court if the proceedings are fully litigated. If the customer acquiesces to Teleconnect's demand for payment before a judgment is rendered, Teleconnect will bill the delinquent customer for costs incurred to that point. The customer is entitled to a statement of legal fees that are being assessed.

b. Customer Deposits. Teleconnect will apply a customer's deposit on file toward that customer's delinquent payment amount.

c. High Volume Discount. DaySaver Plus and SUPERWATS PLUS customers who submit delinquent payments shall forfeit the High Volume Discount as specified in this catalog schedule.

INITIAL SERVICE PERIODS AND TERMINATION OF SERVICE

Subscribers may cancel without termination fees or penalties any new tariffed service or any new contract for service within 30 days after the new service is initiated. This Rule does not relieve the subscriber from payment for per use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on the customer’s premises (such as wiring or equipment installation) before the subscriber canceled.

OTHER COMPANIES' CHARGES

Teleconnect is not in all cases responsible for local telephone charges incurred by the customer in gaining access to the carrier's network. Only when Teleconnect is the designated agent of the customer for ordering DALs, WALs, etc. does such an obligation exist.

PAYMENT FOR USAGE

Usage is billed in arrears.

RULE NO. 10 – DISPUTED BILLS

All disputed charges for any telecommunications service are subject to a rebuttable presumption that the charges are unauthorized unless there is (i) a record of affirmative subscriber authorization; (ii) a demonstrated pattern of knowledgeable past use; or (iii) other persuasive evidence of authorization.

CUSTOMER COMPLAINTS

A customer or prospective customer may initiate a complaint with Teleconnect on any relevant matter by telephone, in person, or in writing directed to Teleconnect at any of its offices. Teleconnect's response to the complaint will generally be in the same form used by the customer. However, Teleconnect may respond to written complaints by telephone or personal visits when it believes such communications will be effective in resolution of the issues.

The customer may at any point during resolution of the complaint seek review by a supervisor or manager. If the customer is still not satisfied, the nature of the complaint with sufficient detail to afford an investigation should be documented and addressed to: Director of Customer Service, Teleconnect Company, 500 Second Avenue S.E., Cedar Rapids, Iowa 52401.

In the event of a billing dispute between the customer and Teleconnect for services furnished to the customer which cannot be settled to their mutual satisfaction, the customer may appeal to the Commission for its investigation and decision. The addresses of the California Public Utilities Commission are (1) 505 Van Ness Avenue, San Francisco, California 94102, and (2) State Office, 107 South Broadway, Los Angeles, California 90012.

RULE NO. 11 – DISCONTINUANCE AND RESTORATION OF SERVICE

DISCONNECTION OF SERVICE

Teleconnect will follow the appropriate state requirements.

a. Without Prior Notice. Interexchange service may be refused or disconnected without prior notice by Teleconnect for the following reasons:

.01 In the event of a condition on the customer's premises determined by Teleconnect to be hazardous.

.02 In the event of customer's user in such a manner as to adversely affect Teleconnect's facilities or Teleconnect's service to others.

.03 In the event of tampering with facilities leased or owned by Teleconnect.

.04 In the event of interexchange service being used by a customer in connection with a plan or contrivance to secure a large volume of interexchange calls to be directed to such customer or the telephone service of any designated customer at or about the same time, resulting in preventing, obstructing, or delaying the interexchange service of others.

.05 In the event of unauthorized use following the disconnection of service for any of these reasons, Teleconnect will notify the telephone customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where a customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

b. With Prior Notice. Service can be disconnected with prior notice for the following reasons:

.01 In the event the customer is indebted to Teleconnect for the same type of telephone service previously furnished.

.02 In the event the customer supplied false or inaccurate information of a material nature in order to obtain telephone service.

.03 For failure of the customer or prospective customer to furnish service equipment, permits, certificates, rights of way necessary to obtain service, or for the withdrawal of that same

equipment or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon him or her as conditions of obtaining service by a contract filed with and subject to the regulatory authority of the Commission.

.04 For failure of the customer to permit Teleconnect reasonable access to its facilities on the customer's premises.

.05 For nonpayment of a bill, where a reasonable attempt has been made at collection, except bills for: merchandise purchased from Teleconnect or a different class of service.

.06 For nonpayment of deposit as specified.

.07 In the event the service is or is likely to be used for unlawful purposes.

.08 Any other violation of the conditions governing the furnishing of service.

.09 For violation or noncompliance with Teleconnect's rule on file with the Commission, the requirements on any municipal ordinance, regulation or law pertaining to the service.

c. Notice. For disconnection with prior notice, written notice of a pending disconnect will be rendered five days prior to the disconnection. The notice will include all reasons for the disconnect and the final date by which payment is to be made or specific action taken. The notice will include a toll-free number where a customer can obtain additional information. A notice of disconnect based upon nonpayment will not be issued until the bill becomes delinquent. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

d. Unusual Circumstances. In unusual credit circumstances or abnormal usage of service which would result in undue revenue loss, disconnection may occur prior to the expiration of the seven-day notice.

e. Time Restrictions on Disconnection. Except as provided for disconnect without prior notice or in unusual credit circumstances or abnormal usage of service, no calls will be disconnected on the day preceding or the day on which Teleconnect is closed. Service will not be disconnected on a weekend, holiday, or after 2 p.m. unless service can be reconnected the same day.

SUSPENDED SERVICE

Teleconnect may suspend service when a customer is delinquent in payment. Teleconnect will issue the same five-day notice for suspension of service as is issued for termination of service. If Teleconnect and the customer cannot resolve payment of the delinquent bill, service may be terminated without any additional notice, and without service being reestablished.

DEACTIVATION OF SERVICE

If a customer's Teleconnect service is unused for a period of six consecutive months, the customer's authorization code may be deactivated. Deactivation of an authorization code under this section will be done only upon five days notice to the customer. Service will be restored by issuance of a new authorization code without charge upon subsequent written request of the customer.

PAYMENT TO HAVE SERVICE RESTORED

The maximum payment required for restoration of service that existed prior to disconnection shall be the total past-due amount, applicable charges, an Advance Payment and Deposit as specified elsewhere in this catalog schedule and where permitted by state tariff, a restoration of service charge.

RESTORAL OF SERVICE CHARGE

If a subscriber has had service disconnect involuntarily and has been properly noticed, Teleconnect may assess a reasonable restoral of service charge to reconnect service. The restoral of service charge will be applicable in an amount up to $50.00.

RULE NO. 12 – OPTIONAL RATES AND INFORMATION TO BE PROVIDED TO THE PUBLIC

In the event of adoption by the carrier of new or optional schedules of rates, the carrier will advise its customers through bill stuffers that they are available.

A copy of this catalog schedule and advice letters will be available for public inspection in the carrier's sales office during regular business hours.

The carrier will post in a conspicuous place in its business office, a notice to the effect that a copy of this catalog schedule and advice letters as filed with the Cal. P.U.C. are available for public inspection.

TEMPORARY SERVICE

Temporary service or service to speculative projects will be provided if consistent with the best interest of Teleconnect. Rates and conditions for such service will be those published in this catalog schedule. Any customer paying the normal subscription fees shall be eligible to utilize the service.

From time to time Telecom*USA may provide certain special, temporary promotional offerings to its customers. These offerings may be limited to certain dates, times and locations.

RULE NO. 14 – CONTINUITY OF SERVICE

GENERAL

Teleconnect offers its services 24 hours a day, seven days a week, 365 days a year.

LIABILITY

a. Limitation. The liability of Teleconnect for damages to any party arising out of mistakes, omissions, interruption, delays, errors, or defects in transmission occurring in the course of furnishing service or facilities shall in no event exceed an amount equivalent to the metered rate charged by Teleconnect for the defective call or, for nonmetered services, the proportionate rate to the customer for the period of service during which mistake, omission, interruption, delay, error, or defect in transmission occurs.

b. Out of Service Conditions. Teleconnect shall make all reasonable efforts to prevent out of service conditions. An out of service condition exists when Teleconnect facilities, either leased or owned, are either not functioning or are malfunctioning such that the customer can complete no interexchange calls on the Teleconnect network or such that the quality of transmission of all calls on the Teleconnect network is degraded below the minimum acceptable standard.

c. Out of Service Adjustment. In the event of an out of service condition which is not due to the negligence or willful act of the customer and which is due to the failure of a Teleconnect-owned or leased facility, a pro rata adjustment will be made of any fixed monthly or annual rates for the service affected by said out of service conditions as follows:

.01 The out of service period will be considered to begin at the time the customer first notifies Teleconnect of the service outage. If, in the judgment of Teleconnect, circumstances prevent a customer from notifying Teleconnect of an out of service condition, the requirement for notification to Teleconnect may be waived, in which case the out of service period will begin with the time at which the out of service condition is first known to Teleconnect.

.02 When the out of service period extends beyond twenty-four (24) hours, the charges for the service affected will be voluntarily adjusted on a pro rata basis for the duration of the service outage.

.03 When an out of service condition continues for a period of less than twenty-four (24) hours, adjustments for such outages will be made if in the opinion of Teleconnect circumstances so warrant.

d. Customer Equipment. Teleconnect shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission or other injury, which is caused by customer provided equipment or non-Teleconnect services being used in conjunction with Teleconnect service. It shall be the customer's responsibility to ensure that the customer premises equipment is compatible with the service furnished by Teleconnect.

e. Voice Grace Service. Unless an application is specifically guaranteed by Teleconnect, Teleconnect shall not be liable for damages arising out of the use of the Teleconnect network for the transmission of other than voice grade service.

RULE NO. 15 – EMPLOYEE SERVICE

Employees of Teleconnect receive no special rates or discounts.

RULE NO. 16 – SERVICE CONNECTION AND FACILITIES

INTERCONNECTION WITH OTHER CARRIERS

Service furnished by Teleconnect may be connected with services or facilities of another participating carrier or may be provided over facilities solely provided by local utilities and/or interexchange carriers other than Teleconnect. Service furnished by Teleconnect is not part of a joint undertaking with such other carriers.

MAINTENANCE AND REPAIR

a. Customer Liability. The customer shall be responsible for damages to Teleconnect's leased or owned facilities caused by the negligence or willful act of the customer or those using Teleconnect service through the customer. The customer or those using Teleconnect service through the customer may not alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, or permit others to alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, any Teleconnect facilities except upon written consent of Teleconnect.

b. Leased or Owned Facilities. The customer's obligation to Teleconnect is the same whether the facilities involved are Teleconnect-owned facilities or are facilities leased by Teleconnect from another party. If Teleconnect incurs expenses due to the customer's actions which result in damage to or impairment of Teleconnect leased facilities, Teleconnect will pass through to the customer any and all expense which the owner of the facilities imposes on Teleconnect.

c. Limitation on Liability. Teleconnect should have no liability for any damage resulting from actions prohibited under this catalog schedule, including but not limited to:

.01 Lawsuits or other legal action

.02 Damage caused by abnormal voltage

.03 Fire

.04 Medical expense, lost wages, and other expenses for injured personnel

.05 Damage to C.P.E. or inside wiring

.06 Damage to the customer's premise

.07 Any and all other losses suffered by the customer

RULE NO. 17 – MEASUREMENT OF SERVICE

DETERMINATION OF DURATION

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.

.02 Chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

Teleconnect's typical connection is an FGD and therefore, does receive hard-wire voice detection for one plus calls placed over its network.

In those limited cases where hard-wire voice detection is not available, Teleconnect makes use of software voice detection and, therefore, has confidence in our ability to measure usage.

RULE NO. 18 – METER TESTS AND ADJUSTMENT OF BILLS FOR METER ERROR

Rule not applicable.

RULE NO. 19 – SUPPLY TO SEPARATE PREMISES AND RESALE

Rule not applicable.

RULE NO. 20 – LIMITATIONS

AVAILABILITY OF FACILITIES, REQUIREMENTS OF SUPPLIERS

Service is offered subject to the availability of facilities, both leased and owned; the requirements imposed by facility based carriers and their tariffs, and the provisions of this catalog schedule.

FORCE MAJEURE

Teleconnect reserves the right to discontinue furnishing service upon written notice when necessitated by events or circumstances beyond its control or when the customer is using the service in violation of the provisions of the Tariff or in violation of the law.

RULE NO. 21 – USE OF SERVICE FOR UNLAWFUL PURPOSES

The services tariffed are furnished subject to the condition that they will not be used for any unlawful purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If Teleconnect receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it will either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

RULE NO. 22 – AFFILIATIONS

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

RULE NO. 23 – INDEMNIFICATION

INDEMNIFICATION

The customer indemnifies and saves Teleconnect harmless against all claims arising out of any act or omission of the customer in connection with services provided by Teleconnect, including but not limited to:

.01 Claims arising from the content or use of material transmitted over its facilities, including claims for libel, slander, or infringement of copyright.

.02 Claims for infringement of patents arising from the use of Teleconnect services in connection with the facilities, apparatus, or systems of the customer.

RULE NO. 24 – UNAUTHORIZED USE

UNAUTHORIZED USE

Any individual who uses or receives Teleconnect service, other than under the provisions of an accepted application for service and a current customer relationship, shall be liable both for the tariffed cost of the service received and for Teleconnect's costs of investigation and collection.

RULE NO. 25 – RESERVED FOR FUTURE USE

RULE NO. 26 – RESERVED FOR FUTURE USE

RULE NO. 27 - BACKBILLING PROCEDURE

A bill shall not include any previously unbilled charge for service furnished prior to three (3) months immediately preceding the date of the bill.

The following are exceptions which would allow backbilling beyond the prior three months:

1) Collect Calls

2) Credit Card Calls

3) Third Party Calls

4) "Error File" Calls (calls which cannot be billed due to the unavailability of complete billing information to the LEC).

13) Backbilling for a period of one and one-half (1-1/2) years will be permitted in cases involving toll fraud.

RULE NO. 28 – CANCELLATION AND RESTORATION OF SERVICE

A. CANCELLATION

1. CANCELLATION OF SERVICE BY A CUSTOMER

.01 If a customer cancels his order for service before the service begins, before completion of the minimum period or before completion or some other period mutually agreed upon by the customer and MCI, a charge will be levied upon the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by MCI and not fully reimbursed by installation and monthly charges. If, based on an order by a customer, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by the customer.

.02 If an order for installation is delayed for more than 30 days beyond the due date, and such delay is not requested or caused by the customer, the customer may cancel the order without incurring cancellation charges.

2. CANCELLATION FOR CAUSE BY MCI

.01 MCI may discontinue the furnishing of any and/or all service(s) to a customer, without incurring any liability:

.011 Immediately and without notice if MCI deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, MCI may discontinue service pursuant to this sub-section A.2.011 if:

.0111 The customer refuses to furnish information to MCI regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or

.0112 The customer provided false information to MCI regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of MCI service(s); or

.0113 The customer states that it will not comply with a request of MCI for security for the payment for service(s) in accordance with Rule No. 7; or

.0114 The customer has been given written notice by MCI of any past due amount, which remains unpaid in whole or in part, for any of MCI's other common carrier communications services to which the customer either subscribes or had subscribed or used; or

.0115 The customer either (1) accesses MCI service by dialing 1010222, or any other MCI carrier identification code, or (2) having (T) presubscribed to MCI's Dial "1" Long Distance Service (Option A), has had its account(s) canceled and has been removed from MCI's billing system and is being

billed for its subsequent use of MCI's network by the local exchange carrier, and either refuses to pay when billed for MCI service(s) or indicates to MCI or its billing entity that it will not pay for MCI services(s) used by it.

RULE NO. 29 – USE OF SERVICE FOR RESIDENTIAL AND SMALL BUSINESS CUSTOMERS

1. Effective February 1, 2009, the Company will no longer offer long distance service to new customers in areas in which local exchange service is provided by any subsidiary or affiliate of Verizon not subject to this tariff. Customers currently subscribed to Company service will no longer be able to move, add to, or change the service to which they are subscribed, except that customers may switch to a different Company service for which they are eligible if they wish. All residential and small business end users will continue to be able to access the Company network and will be subject to this tariff on a non-presubscribed basis, e.g. collect calling, "dial around" services, or where their local exchange carrier installs the Company as the long distance PIC without the customer directly signing up with the Company for any calling plan.

TITLE SHEET

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

EFFECTIVE 2/1/09

_____

CHANGE SHEET

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

Revisions to Catalog Schedule No. 1, Effective 2/1/09

Rule No. 29 – Use of Service for Residential and Small Business Customers

- Grandfathering of Residential and Small Business Services. The Company will no longer offer long distance service to new customers in areas in which local exchange service is provided by any subsidiary or affiliate of Verizon not subject to this tariff.

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PRELIMINARY STATEMENT

This catalog schedule contains all effective rates and rules together with information relating to, and applicable to Teleconnect's Services.

Teleconnect Services also provides interstate telecommunications service within the United States.

Effective August 1, 2001, pursuant to the direction of the Federal Communications Commission (FCC), Teleconnect is canceling its federal tariffs for services with certain exceptions, including those pertaining to exchange access, casual calling, and basic long distance service during a 45-day period for customers who sign up for Teleconnect service with a Local Exchange Carrier (LEC). International services for Residential and Small Business customers will also remain tariffed through January 27, 2002. Beginning August 1, service descriptions, definitions, terms and conditions, and pricing for the Business Markets services no longer federally tariffed may be found in the "Service Publication and Price Guide" located at the website http://www.worldcom.com. Also, beginning August 1, service descriptions, definitions, terms and conditions, and pricing for state-to-state Residential and Small Business services no longer federally tariffed may be found i) at http://www.mci.com/service for Residential services and http://www.mci.com/sb/service_agreement for Small Business services, or ii) by calling 1-800-444-3333.

SERVICE AREA MAP

Teleconnect provides switched intrastate long distance telecommunications services within the State of California.

Teleconnect has been granted authority by the Cal. P.U.C. to provide service within the State of California.



SERVICE AREA

In the following exchanges Teleconnect offers FGD connections only for access to its services. In such situations, only subscribers served from a local switch, which has been converted to equal access, can obtain service from Teleconnect.

Metro Los Angeles
Metro San Francisco
Metro San Jose
Metro Oakland
Metro San Diego
Metro Sacramento #3
Metro Bakersfield
Metro Stockton #9
Metro Santa Rosa
Metro Modesto
Agoura Hills
Anaheim
Buena Park
Burbank
Canoga Park
Carson
Chico
Colton
Concord
Metro Napa
Metro Fairfield
Metro Visalia
Metro Salinas
Metro San Bernadino
Metro Pomona
Metro Ontario
Metro Oceanside #6
Metro Richmond
Metro Monterey
Mar Vista
Montebello
Newark
Norwalk
Orange
Palo Alto
Pinole
Redondo Beach
Redwood City

Culver City	Reseda
Danville	San Carlos
Downey	San Leandro
El Monte	San Mateo
El Segundo	San Rafael
Fremont	Santa Ana
Glendale	Santa Barbara
Hawthorne	Santa Cruz
Inglewood	Torrance
Lomita	Van Nuys
Long Beach	West Lakeville
Westminster	

RATE SCHEDULE

APPLICABILITY

This catalog schedule applies to intrastate interexchange telecommunications service furnished by Teleconnect Company (Teleconnect).

TERRITORY

Within the areas of all exchanges, as said exchanges are defined on Sheet 10-T herein, as authorized by the California P.U.C.

DAYSAVER AND DAYSAVER PLUS RATES

(Effective January 1, 1995, Daysaver Plus will no longer be available to new subscribers.)

a. Day Rates. These rates are applicable 8:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of holidays.

Initial 30 seconds	Each additional six seconds
$0.1300	$0.0260

b. Evening/Night/Weekend Rates. These rates apply at all other times not listed in a. above.

Initial 30 seconds	Each additional six seconds
$0.0975	$0.0195

MAX-SAVE RATES

a. Day Rates. These rates are applicable 8:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of holidays.

Initial 30 seconds	Each additional six seconds
$0.1215	$0.0243

b. Evening/Night/Weekend Rates. These rates apply at all other times not listed in a. above.

Initial 30 seconds	Each additional six seconds
$0.0912	$0.0182

HIGH VOLUME DISCOUNTS

a. DaySaver Plus. DaySaver Plus customers' month call volumes are subject in whole or in part to high volume discounts. These discounts reduce a customer's bill below the amount of the cumulative message rate.

b. Exempt Calls. The following types of calls are not subject to a high volume discount and are not considered in calculating a customer's volume when determining the magnitude of that customer's high volume discount:

c. Application. At the end of each billing cycle the dollar volume of the customer's calls during the billing cycle is calculated. This is the aggregate of both interstate and intrastate calls, excluding those specified in Exempt Calls (b) above.

d. DaySaver Plus. For DaySaver Plus customers, the volume described in c. above will be used to determine the amount of the high volume discount. The high volume discount will be applied only to the daytime portion of that call volume.

e. Amount of Discount. The high volume discount applied is based on the volume of the customer's billing cycle calls, as follows:

Day Saver Plus

Volume of Billing Cycle Calls	High Volume Discount
$ 0 - $ 499.99	0%
$ 500 - $ 999.99	5%
$1,000 - $1,999.99	10%
$2,000 Plus	15%

RATES AND CHARGES - MONTHLY AND NONRECURRING -DAYSAVER, MAX-SAVE

The monthly and nonrecurring rates and charges applicable to DaySaver, DaySaver Plus and MAX-SAVE include one authorization code and are as follows:

Service	Monthly	Nonrecurring
DaySaver (Includes Teleconnect payment for PIC charges of up to $5.00 per line.)	N/A	$49.00
DaySaver Plus (Includes Teleconnect payment for PIC charges of up to $5.00.)	N/A	$49.00
MAX-SAVE	N/A	$00.00

SMARTminutes

(A customer may pre-subscribe up to two lines for SMARTminutes or may access the service by dialing 1010826. If a customer dials 1010826, SMARTminutes rates apply only when a call is placed from a pre-subscribed SMARTminutes phone.

(Effective October 12, 1998, SMARTminutes will not be available to new customers)

Usage Rates

All periods $0.07 per minute - Interlata
$0.07 per minute - Intralata

Features

Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes.

SMARTminutes Calling Card

(Effective April 1, 1997, SMARTminutes Calling Card will no longer be available to new customers.)

Customers will be charged a per minuted usage rate and a per call surcharge pursuant to Teleconnect' FCC Tariff No. 4, for all SMARTminutes Calling Card calls that originate and terminate in the state.

SMARTminutes Advantage
(Effective October 12, 1998, SMARTminutes Advantage will no longer be available to new customers)
(Service is available on a limited geographic basis and for customers of certain Local Exchange Carriers.)

SMARTminutes Advantage is an outbound residential service that allows customers to originate calls via Local Exchange Carrier Feature Group D (FGD) access lines. Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Advantage. All SMARTminutes Advantage calls are subject to an initial one-minute duration with additional one-minute increments.

Usage Rates - All periods	$0.07 per minute - Interlata
	$0.07 per minute - Intralata

SMARTminutes Advantage Calling Card
Customers will be charged a per minuted usage rate and a per call surcharge pursuant to Teleconnect□s FCC Tariff No. 4, for all SMARTminutes Advantage Calling Card calls that originate and terminate in the state.

Savings Club
Savings Club is an outbound residential service that allows customers to originate calls via Local Exchange Carrier Feature Group D (FGD) access lines. A customer may designate up to two lines for Savings Club Service. Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to Savings Club. All Savings Club calls are subject to an initial one-minute duration with additional one-minute increments.

Usage Rates - All periods	$0.07 per minute - Interlata
	$0.07 per minute - Intralata

SMARTminutes for business
(Effective April 1, 1997, this service will no longer be available to new customers.)

Description:
SMARTminutes for business (an add-on to interstate service) is an inbound and outbound Commercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company carrier identification code (CIC); or (3) using a calling card access telephone number and personal identification number (PIN). Inbound service is accessed using common business line 800 termination. All SMARTminutes for business calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

Recurring charges:
Customers subscribing to inbound service will be charge a fee as described in Teleconnect's FCC Tariff No. 4 per month per 800 number.

Usage Rates:

Outbound:	$0.19 per minute	All periods
Calling Card:	$0.19 per minute	All periods
Inbound:	$0.19 per minute	All periods

Surcharge:
Calling Card surcharge: $1.20

Feature:
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes for business.

SMARTminutes for business Term Plan:
The SMARTminutes for business Term Plan is a term plan that provides discounts off intrastate usage rates. Customers who enroll in this plan will receive discounts (as described in Teleconnect's FCC Tariff No. 4) off standard tariffed rates for SMARTminutes for business. Directory Assistance, Operator Services and monthly recurring charges are not discountable.

Term Commitment and Renewal Option:
A customer must commit to service for a term of either one or two years. The term of the SMARTminutes for business Term Plan will commence no earlier than the first day of the billing month in which the customer subscribes to the plan. Upon expiration of the term, the customer will revert to standard tariffed rates for SMARTminutes for business.

Early Termination:
Discontinuance of service under the SMARTminutes for business Term Plan prior to the expiration of the committed therm constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge as described in Teleconnect's FCC Tariff No. 4.

Monthly Minimum Usage Fee
A fee up to $5.00 per account will be assessed if the total charges are less than $5.00 per account per monthly invoice.

Toll Free: Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

SMARTminutes Toll Free
(Effective April 1, 1997, this service will no longer be available to new customers.)

1. Description

   Nature of Service: SMARTminutes Toll Free is an inbound and outbound Commercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company Carrier Identification Code (CIC). Inbound service is accessed using common business line 800 terminations. SMARTminutes Toll Free calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

2. Availability

   a. SMARTminutes Toll Free is available for calling within the state.

   b. SMARTminutes Toll Free is only offered as an add-on to Teleconnect's interstate SMARTminutes Toll Free offering.

3. Rates and Charges

   a. Usage rates:

      Direct Dial
      $0.19 for all time of day rate periods for both inbound and outbound calls.

      Calling Card
      Customers will be charged a per minuted usage rate of $ 0.23 and a per call surcharge of $1.20 for all SMARTminutes Toll Free Calling Card calls that originate and terminate in the state.

   b. Features:
      Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Toll Free.

c. Toll Free:
Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

SMARTminutes Buy Down Plan
(Effective April 1, 1997, this service will no longer be available to new customers.)

1. Description

Nature of Service: SMARTminutes Buy Down Plan is an outbound Comercial Service that allows customers to originate intrastate calls via Local Exchange Carrier access facilities. A customer may access outbound service by: (1) designating the Company as its Primary Interexchange Carrier (PIC); (2) dialing a Company Carrier Identification Code (CIC). SMARTminutes Buy Down Plan calls are subject to a 60 second minimum initial period and are then rounded to the next higher 60 second increment.

2. Availability

a. SMARTminutes Buy Down Plan is available for calling within the state.

b. SMARTminutes Buy Down Plan is only offered as an add-on to Teleconnect's interstate

SMARTminutes Buy Down Plan offering.

3. Rates and Charges

a. Usage rates:

Direct Dial
$0.19 for all time of day rate periods for both inbound and outbound calls.

Calling Card
Customers will be charged a per minuted usage rate of $0.23 and a per call surcharge of $1.20 for all SMARTminutes Buy Down Plan Calling Card calls that originate and terminate in the state.

b. Features:
Directory Assistance and Operator Services will be available from this catalog schedule to those customers who pre-subscribe to SMARTminutes Buy Down Plan.

c. Toll Free:
Customers subscribing to inbound toll free service will be charged a fee of $10.00 per month per 800 number.

10-10-321

1. Description
Teleconnect will offer the following plan to customers who access Teleconnect service by dialing the access number 10-10-321. Calls will be rounded to the nearest full minute. When application of the usage rates results in a fraction of a cent, the call will be rounded down to the nearest whole cent. Calls beginning in one rate period and ending in another rate period will be billed the rate in effect for each period in which the call applies. Customers will receive the following rates for intrastate and intralata calls.

.011 InterLATA per minute usage rates
$0.20

.012 IntraLATA per minute usage rates
$0.11

10-10-220

The Company will offer the following plan for customers who access company service by dialing the Company designated Carrier Identification Code (CIC), 10-10-220. The customer will be charged $1.20 for the first 10 minutes (or any portion thereof) of usage per call and $0.20 per minute for each minute of usage thereafter.

10-10-987 Calling:

1. Description:
   1010987 Calling is an outbound service that allows customers to originate intrastate (interLATA and intraLATA) calls via local exchange carrier access facilities.

2. Rates:
   Customers who access Teleconnect services by dialing Company carrier identification code (CIC) 1010987 will be charged i) a per-call surcharge of $0.53 and ii) $0.06 per minute for each minute of intrastate (interLATA and intraLATA) usage, excluding calls to Operator Services and Directory Assistance.

Casual Caller

An instate InterLATA and IntraLATA per minute rate of $1.19 with no surcharge is applicable to calls placed by Casual Callers who access Company service by direct dial access or by dialing 1010222, 1010286 or any other Company Carrier Identification Code. A $2.50 per call surcharge applies to these calls.

TUSA TalkSmarter Block-of-Time 500
(Effective June 1, 2008, TUSA TalkSmarter Block-of-Time 500 will no longer be available to new customers and existing customers of this service will no longer be able to move, add to, or make changes to their service.)

TUSA TalkSmarter 500 is an outbound and inbound service designed primarily for residential customers. TUSA TalkSmarter 500 includes a block of time structure with a flat rate structure for Dial 1 calls made outside the block-of-time allotment, and a flat rate structure for calling card service. No term plan options will apply to this service. All intrastate Dial-1 calls and calling card calls will have a 60 second rounding. If the computed charge includes a fraction of a cent, the fraction is rounded down to the nearest whole cent. A monthly charge will apply to this service.

Monthly Account Fees: Customers enrolled in this plan will be charged a $15.00 monthly recurring charge.

Access Methods and Charges:

s) Dial-1 Access: TUSA TalkSmarter Block-of-Time 500 can be used for Dial-1 access. Customers will receive an allotment of up to 500 minutes per monthly period that may be used for interstate and intrastate (interLATA and intraLATA) dial-1 usage. TUSA TalkSmarter Block-of-Time 500 customers will be charged the following rates for each minute of usage over the allotment. Customers may place these calls 24 hours a day and 7 days a week.

   Intrastate (InterLATA & IntraLATA) per minute charge: $0.03

t) Calling Card: TUSA TalkSmarter Block-of-Time 500 Calling Card access is available for origination from touch tone or rotary phones by dialing an MCI provided 800 number. Customers will be charged a per minute rate of $0.15 for all time periods for all intrastate calling card calls which terminate to the customers billed ANI. No per call surcharge will apply to these calls. All other calls will be charged a per minute rate of $0.89 for all intraLATA and interLATA calling card calls. No per call surcharge will apply to these calls.

c) Personal 800 Number: Personal 800 is non-applicable to customers who subscribe to this service.

d) Directory Assistance/Directory Assistance Call Completion:

A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One request may be made on each directory assistance call. The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number. Customers may request the Directory Assistance operator to complete a call to the last number requested on that particular Directory Assistance call. The customer will be charge a usage rate in accordance with the Company Local Exchange Service to which the customer is presubscribed for completed calls.

Directory Assistance	$1.99
Directory Assistance Call Completion Per Call Charge:	$0.35

e) Operator Assistance: Operator Services are outbound services allowing the customers to originate calls via local exchange carrier facilities, or by using a Company or Local Exchange Carrier calling card. All Operator Services calls are subjected to a one minute initial increment with additional one minute increments. When a call is subject to more than one service charge, only the highest service charge applies.

Per Minute Rates

Mileage	Business Day		Evening		Night/Weekend	
Band	1st	/ add'l	1st	/ add'l	1st	/ add'l
0-10	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
11-22	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
23-55	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
56-124	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
125-292	$0.65	$0.65	$0.65	$0.65	$0.33	$0.65
293+	$0.65	$0.65	$0.65	$0.65	$0.36	$0.65

Surcharge: The following surcharge apply with a one time per-call placement charge added to the initial minute of each Teleconnect Operator Service call.

Per Call Surcharge

3rd Party:	$4.35
1st Party Station-to-Station:*	$4.35
1st Party Person-to-Person:*	$3.15
Station-to-Station Collect:	$4.35
Person-to-Person Collect:	$3.15
LEC/Commercial Calling Card:	$0.72
Operator Dialed:	$1.00

* For calls made from private residential or business phones by Casual Callers , which are completed with the assistance of a Teleconnect operator; an additional surcharge of $2.50 will apply.

TUSA TalkSmarter USA
(Effective June 1, 2008, TUSA TalkSmarter USA will no longer be available to new customers and existing customers of this service will no longer be able to move, add to, or make changes to their service.)

TUSA TalkSmarter USA is an outbound and inbound service designed primarily for residential customers. TUSA TalkSmarter USA includes a flat rate structure for Dial 1, and calling card service. No term plan options will apply to this service. All intrastate Dial-1 calls will have 60 second rounding for the first minute and 6 second for each additional minute. Intrastate Callings Card calls will have 60 second rounding. If the computed charge includes a fraction of a cent, the fraction is rounded down to the nearest whole cent. A monthly charge will apply to this service. Monthly Account Fees: Customers enrolled in this plan will be charged a $4.95 monthly recurring charge.

Access Methods and Charges:

s) Dial-1 Access: TUSA TalkSmarter USA can be used for Dial-1 access. Customers will be charged the following rates for intrastate (interLATA and intraLATA) dial-1 usage. Customers may place these calls 24 hours a day and 7 days a week.

Intrastate (InterLATA & IntraLATA) per minute charge:	$0.05

t) Calling Card: TUSA TalkSmarter USA Calling Card access is available for origination from touch tone or rotary phones by dialing an MCI provided 800number. Customers will be charged a per minute rate of $0.15 for all time periods for all intrastate calling card calls which terminate to the customers billed ANI. No per call surcharge will apply to these calls. All other calls will be charged a per minute rate of $0.89 for all intraLATA and interLATA calling card calls. No per call surcharge will apply to these calls.

c) Personal 800 Number: Personal 800 is non-applicable to customers who subscribe to this service.

d) Directory Assistance/Directory Assistance Call Completion: A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One request may be made on each directory assistance call. The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number. Customers may request the Directory Assistance operator to complete a call to the last number requested on that particular Directory Assistance call. The customer will be charge a usage rate in accordance with the Company Local Exchange Service to which the customer is presubscribed for completed calls.

Directory Assistance	$1.99
Directory Assistance Call Completion Per Call Charge:	$0.35

Basic Service

Basic Service is a one-way, dial-in dial-out multipoint service that allows customers to originate and terminate intrastate (interLATA and intraLATA) calls via Company-provided local business telephone lines. Subscribers to Basic Service may originate calls only in the city or cities in which they maintain an active Basic Service account. Basic Service calls are rounded to the next higher full minute.

Per Minute Usage Rates:

Interlata calls	
Peak	$0.15
Off - Peak	$0.10
Intralata calls	
Peak	$0.10
Off-Peak	$0.05

Telecom*USA Phone Cards

Telecom*USA Phone Cards is a prepaid calling card service that allows consumers to acquire and use cards to originate outbound direct dial calls via Telecom*USA provided 800 numbers. Telecom*USA Phone Cards can be used for both interstate and intrastate (intraLATA and interLATA) calls and are classified as MinutePass Branded Phone Cards where the calling service is provided by Telecom*USA (hereinafter “MinutePass Branded Phone Cards”).

There are two methods of providing MinutePass Branded Phone Card services to consumers as follows:

- Physical format which includes a preprinted phone number and a Personal Identification Number, hereinafter referred to as a “PIN”, delivered on a plastic card typically measuring 3-1/2" x 2-1/4"; or,

- Virtual format, which is delivered as a PIN when purchased via the World Wide Web.

Consumers can purchase MinutePass Branded Phone Cards either on the World Wide Web or a toll-free telephone number.

Prices for MinutePass Branded Phone Cards and recharge minutes are established by Telecom*USA.

This catalog schedule provides terms and conditions applicable to in-state calls made using MinutePass Branded Phone Cards. The terms and conditions set forth herein for such calls made with MinutePass Branded Phone Cards supplements the terms and conditions applicable to the sale and use of such cards as set forth in the Telecom*USA Service Agreement located at http://www.minutepass.com/ServiceAgreement.asp.

1. Card Values

MinutePass Branded Phone Card are available as Dollar based cards, and display the initial dollar value of the card and a per minute rate for interstate calls.

2. Features

Operator Assistance and Customer Service: Operator Assistance for call dialing is available at no charge to the consumer. Customer service is available on all cards at no charge to the consumer.

Directory Assistance: Domestic Directory Assistance is available through the MinutePass Branded Phone Card. Directory Assistance requests will have a maximum charge of not greater than $1.50 per call. Consumers may request up to two listings per call. The Directory Assistance charge will be announced to the caller prior to connecting the call.

Enhanced Directory Service: Golden Retriever, an Enhanced Directory Service, is available through MinutePass Branded Phone Cards and provides consumers with instant access to information including weather, reverse phone number look-up, phone number look-up and category search. Consumers may request up to three pieces of information per call to Enhanced Directory Service. Each such call is charged at a flat rate and is not subject to a per minute rate. The maximum charge for Golden Retriever is $1.50 per call.

3. Rates and Charges

MinutePass Branded Prepaid Phone Cards are provided in various dollar based denominations by Telecom*USA with a stated interstate per minute value not to exceed $0.35.

For completed in-state calls using a MinutePass Branded Phone Card, the value of a MinutePass Branded Phone card may be decremented up to 2 times the interstate minute described above. The value of each in-state minute equals 2 times the current interstate minute value as described in this service. Other charges or surcharges may apply to card use. Partial minutes used are billed as full minutes.

4. Recharging

MinutePass Branded Phone Cards are rechargeable, meaning that additional value may be added to a card, subject to a maximum allowed value per card, unless the card has expired or as otherwise expressly stated on the card, card packaging, or in the Service Agreement. Such additional minutes will be charged at the prevailing per minute rate as of the date of recharging. A minimum of ten dollars ($10.00) and up to a specified maximum amount may be added to the card per each recharge. In addition to the foregoing, rechargeable cards are also subject to the following terms and conditions:

.01 Upon recharge, a recharge fee of up to a maximum of fifteen percent (15%) of the recharge value may be assessed.

.02 Recharge may be accomplished in any of the following manners:

.021 By credit or debit card using the toll free access number printed on the card and following the audio prompts.

.022 By registering the card for "auto-recharge," an expedited recharge process that alerts the consumer when their calling card balance falls below a certain level and offers the option of an automatic recharge in the same dollar amount of the customer's previous recharge.

Recharge minutes or dollars of service purchased via the toll free access number or through auto-recharge must be paid for with a verified valid credit or debit card.

5. Exclusions

MinutePass Branded Phone Cards cannot be used for calls to 700-, 900-, or 976 services or for certain operator assisted, third party billed or collect calls. Any unused balance on a MinutePass Branded Phone Card cannot be transferred to or combined with one or more other MinutePass Branded Phone Cards.

6. Availability of Service

There are no time of day or day of year restrictions for use of MinutePass Branded Phone Cards.

7. Regulations

Use of MinutePass Branded Phone Cards is available by calling the MinutePass toll free number printed on the card.

A completed call may only be charged to a MinutePass Branded Phone Card that has a balance sufficient to cover the charges assessed for the call. The MinutePass Branded Phone Card balance will be reduced by the appropriate minutes or dollars charged for the completed call.

After the number of the called party is dialed, but before the call is completed, the available balance of talk time based upon the telephone number of the called party will be announced to the caller. A MinutePass Branded Phone Card call will be interrupted with an announcement when the available balance on the card drops to one minute, based on the originating/terminating phone numbers of the call. Once the balance on the card is insufficient to continue, the call will terminate.

Credit allowances for interruptions: MinutePass Branded Phone Cards will credit one minute on a consumer's MinutePass Branded Phone Card in the event of poor call transmission or call cut off caused by Telecom*USA . To receive a credit, the consumer must promptly notify MinutePass Customer Service of the service problem by calling the Customer Service number printed on the card. Credit will not be given when interruptions are caused by the failure of systems not provided by Telecom*USA, by the failure of other Telecom*USA services connected to the MinutePass Branded Phone Card, for wrong telephone numbers or other causes outside the control of Telecom*USA.

Activated MinutePass Branded Phone Cards are non-refundable. Once activated, and subject to applicable terms and condition, a MinutePass Branded Phone Card may be used to originate direct dialed calls until the available card balance is depleted or the card expires, whichever first occurs. Card expiration dates will be specified on the card or the card packaging.

8. Other Conditions of Service

.01 The U.S. Public Payphone Surcharge applies when a MinutePass Branded Phone Card is used to place a call from a U.S. public or semi-public payphone.

.02 State Universal Service Charge: Telecom*USA may, at its option, apply the State Universal Service Charge at time of sale.

TRAC SERVICES

RATES AND CHARGES

a. Usage Charges - TRAC

.01 Day Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0321	$0.0107
293 - 430	$0.0369	$0.0123
431 - 925	$0.0378	$0.0126
925+	$0.0459	$0.0153

.02 Evening Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0278	$0.0093
293 - 430	$0.0311	$0.0104
431 - 925	$0.0341	$0.0114
925+	$0.0365	$0.0122

.03 Night/Weekend Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0223	$0.0074
293 - 430	$0.0242	$0.0081
431 - 925	$0.0264	$0.0088
925+	$0.0283	$0.0094

b. Usage Charges - TRAC 2000

.01 Day Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 – 292	$0.0330	$0.0110
293 – 430	$0.0351	$0.0117
431 +	$0.0375	$0.0125

.02 Evening Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0280	$0.0093
293 - 430	$0.0298	$0.0099
431 +	$0.0319	$0.0106

.03 Night/Weekend Rates

Mileage	Initial 18 Second Interval	Additional 6 Second Interval
0 - 292	$0.0247	$0.0082
293 – 430	$0.0263	$0.0088
431 +	$0.0281	$0.0094

c. Discounts. Teleconnect will aggregate the interstate and intrastate usage for its individual TRAC

service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

d. Recurring/Nonrecurring Charges. Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

TRAC 800 and 800 TRAC 2000

RATES AND CHARGES

a. Usage Charges

TRAC 800

.01 TRAC 800

Call Mileage	Daytime Rates Initial 30 Seconds	Evening Rates Initial 30 Seconds	Night Rates Initial 30 Seconds
0- 55	$0.0615	$0.0505	$0.0425
56-292	$0.1615	$0.0505	$0.0423
293-430	$0.0660	$0.0535	$0.0450
431-925	$0.0660	$0.0550	$0.0460

Call Mileage	Daytime Rates Additional 30 Seconds	Evening Rates Additional 30 Seconds	Night Rates Additional 30 Seconds
0- 55	$0.0123	$0.0101	$0.0085
56-292	$0.0123	$0.0101	$0.0085
293-430	$0.0132	$0.0107	$0.0090
431-925	$0.0136	$0.0110	$0.0092

.02 800 TRAC 2000

	Initial 30 Second Increment	Each Add'l 6 Second Increment
Day	$0.0560	$0.0112
Evening	$0.0490	$0.0098
Night/Weekend	$0.0410	$0.0082

b. Application. Teleconnect will aggregate the interstate and intrastate usage for its individual TRAC 800 and 800 TRAC 2000 service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

c. Recurring/Nonrecurring Charges. Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

SUPERWATS PLUS
(Effective January 1, 1995, Superwats Plus - FGD access - will no longer be available to new subscribers.)

a. Usage Charges.

.01 FGD

(a) Day Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval

$.0925	$.0185

(b) Evening/Night/Weekend Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0875	$.0175

(c) Night/Weekend Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0814	$.0163

.02

.03 Dedicated Access Line (DAL)

(a) Day Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0813	$.0163

(b) Evening Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0750	$.0150

(c) Night/Weekend Rates

Initial 30 Sec. Interval	Add'l 6 Sec. Interval
$.0541	$.0108

.04 Other Rates and Charges. Since intrastate SUPERWATS PLUS is offered as an add-on service to the interstate service, rates and charges as described in Teleconnect's FCC Tariff No. 1, Section F, also apply.

.05 Billing Detail. Standard SUPERWATS PLUS billing will be on a summary basis only. Printed call detail will not be provided except on a special pricing basis, as described in Teleconnect's FCC Tariff No. 1.

b. High Volume Discounts

.01 Application. SUPERWATS PLUS plans are subject to High Volume Discounts. The total dollar volume of calls on the SUPERWATS PLUS plan is summed. This total is used in conjunction with the tables in part .02, below, to determine the amount of High Volume Discount.

	Day	Evening/Night/Weekend
$ 0 - 199	0%	0%

$ 200 - 499	3%	3%
$ 500 - 499	6%	7%
$1,000 - 1,499	10%	8%
$1,500 - 1,999	13%	11%
$2,000 - 2,999	14%	11%
$3,000 - 3,999	16%	11%
$4,000 - 5,999	18%	16%
$6,000 Plus	20%	19%

.02

.03

.04 SUPERWATS - DAL

	Day/Evening/Night/Weekend
$ 0 - $1,999.99	0%
$ 2,000 - $4,999.99	1%
$ 5,000 - $9,999.99	2%
$10,000 Plus	3%

800 SERVICE

RATES AND CHARGES

a. Usage Charges

.01 Profit Line and Profit Line Plus
(Effective January 1, 1995, 800 Profit Line Plus will no longer be available to new subscribers.)

	Initial 30 Seconds	Additional Tenth-of-a-minute
Day	$0.1150	$0.0230
Evening/Night/Weekend	$0.0863	$0.0173

.02 Personal Hotline

	Rate Per Minute
Day	$0.2900
Evening/Night/Weekend	$0.2175

.03 800 SUPERWATS Plus[2]
(Effective January 1, 1995, 800 Superwats Plus - FGD access- will no longer be available to news subscribers.)

(a) Local Line

	Day	Evening	Night
Per Minute Rate	$.2150	$0.1828	$0.1828

(b) DAL

	Day	Evening	Night
Per Minute Rate	$.2150	$0.1300	$0.1105

b. High Volume Discount

.01 Application. Teleconnect will aggregate the interstate and intrastate usage for its individual 800 service offerings. The interstate high volume discount will be applied to the aggregate usage. A credit for this discount will be applied to the interstate portion of the customer's bill.

c. Recurring/Nonrecurring Charges

.01

	Monthly	Nonrecurring
Profit Line	N/A*	N/A*
Profit Line Plus	N/A*	N/A*

.02

	Monthly	Nonrecurring
Personal Hotline	N/A*	N/A*

.03 800 SUPERWATS PLUS - Ordering both 800 SUPERWATS PLUS and SUPERWATS PLUS simultaneously.

Fees

	Nonrecurring
Plan Type Set-up New Customer Ordering Both Inbound/Outbound Service	
Local Lines	N/A*
DAL	N/A*

Monthly Service Charges

	Recurring
Local Lines	N/A*
DAL	N/A*

* Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

.04 800 SUPERWATS PLUS - ordering inbound only.

Plan type set-up

	Non-Recurring
Local Line	N/A*
DAL	N/A*

Monthly Service Fee

	Recurring
Local Line	N/A*
DAL	N/A*

d. Additional 800 Numbers

		Monthly	Nonrecurring
.01	Profit Line	N/A*	N/A*
.02	Profit Line Plus	N/A*	N/A*
.03	Personal Hotline	N/A*	N/A*
.04	SUPERWATS		

(a)	Local Line	N/A*	N/A*
(c)	DAL	N/A*	N/A*

e. Line Charges Installation

	Non-Recurring
Local Line	N/A*
DAL	N/A*

f. Monthly Line Charge

	Recurring
Local Line	N/A*
DAL	N/A*

* Payment of the interstate monthly and nonrecurring charges constitutes payment of the intrastate monthly and nonrecurring charges.

CHECK-LINK

RATES AND CHARGES

a. Application

.01 The initial one-tenth minute (6 seconds) increment or fraction thereof is subject to the initial 6 second rate.

.02 Any additional one-tenth minute (6 seconds) increment or fraction thereof is subject to the additional 6 second rate. Any fraction of an increment is rounded up to the next additional 6 second increment.

.03 The charge for the initial increment plus the charge for the additional increments is then summed, with fractional cents, if any, rounded up to the nearest whole cent.

b. Specific Rates

	Initial 6 Seconds	Each Add'l 6 Seconds
Day	$0.0200	$0.0200
Evening	$0.0130	$0.0130
Night/Weekend	$0.0100	$0.0100

c. Specific Charges

	Monthly	Nonrecurring
Plan Set-up	---	$200.00
Monthly Service Fee	$150.00	---
Service Order	---	$ 50.00
Magnetic Tape Billing	$100.00	$300.00
Translation Charge	---	$10.00/Number
800 Number Service Surcharge Per Number	$ 2.75	---
Connection Charges: Digital Port Charges	ICB	ICB
CPE Charges: D-4 Channel Bank with Power Supply and CSU	$450.00	$750.00

d. Discounts. At the end of each billing cycle, the 800 service dollar volume of the customer's CHECK-LINK calls during the billing cycle is calculated. This is the aggregate of interstate and intrastate calls.

This aggregate volume is used with the chart below to determine the amount of the High Volume Discount.

Volume of Billing Cycle Calls	Percent High Volume Discount
$ 0 - $ 49,999.99	0%
$ 50,000 - $ 64,999.99	12%
$ 65,000 - $ 79,999.99	14%
$ 80,000 - $ 94,999.99	16%
$ 95,000 - $109,999.99	18%
$109,000 +	20%

e. Limitation. CHECK-LINK is not available with Optional Additional and Contractual Volume Discounts.

OPERATOR SERVICES

RATES AND CHARGES

a. Application of Charges

.01 Determination of Charges
The charge for Teleconnect Operator Services is determined by the:
- Distance between rate centers
- Time of day and day of the week
- Duration of message
- Type of service

The specified components which apply to a Teleconnect Operator Services message are listed in the charge section applicable to that type of call.

.02 Initial Minute and Additional Minutes
Rates are quoted in terms of initial minute and additional minutes.

(a) Initial Minute
Initial minute rates are shown in c.01 following.

(b) Additional Minutes
All additional minute rates shown in c.02 following, are for each additional minute or any fraction thereof that the connection continues beyond the initial period.

(c) When application of the rates results in a fractional charge for a call, the amount will be rounded down to the lower cent.

b. Rate Periods

Monday thru Friday Hours	Rate
8:00 a.m. to 5:00 p.m.	Day
5:00 p.m. to 11:00 p.m.	Evening
11:00 p.m. to 8:00 a.m.	Night/Weekends

For messages which overlap one or more rate periods, each minute is rated according to the rates for the period in which the minute starts. All time periods include the beginning time and do not include the ending time.

c. Mileages and Corresponding Rates

Basic Charges

.01 Initial Minute

Rate Mileage	Day	Evening	Night
0 - 20	$0.89	$0.89	$0.89
21 - 40	$0.89	$0.89	$0.89
41 - 70	$0.89	$0.89	$0.89
71 - 100	$0.89	$0.89	$0.89
101 - 150	$0.89	$0.89	$0.89
151 - 330	$0.89	$0.89	$0.89
Over 330	$0.89	$0.89	$0.89

.02 Each Additional Minute

Rate Mileage	Day	Evening	Night
0 - 20	$0.89	$0.89	$0.89
21 - 40	$0.89	$0.89	$0.89
41 - 70	$0.89	$0.89	$0.89
71 - 100	$0.89	$0.89	$0.89
101 - 150	$0.89	$0.89	$0.89
151 - 330	$0.89	$0.89	$0.89
Over 330	$0.89	$0.89	$0.89

d. Service Charges

In addition to the basic charges in c. preceding, there is a service charge for messages classified as customer dialed calling card station, operator-handled station or person. The charge for this type of message is the sum of the dial station charge plus the applicable service charge. The service charge applies per message as follows:

Type of Message	Service Charge
Customer Dialed Calling Card Station Service	$.72
Operator Handled Station	$4.99
Operator Handled Station Collect	$4.99
Operator Handled Person	$6.50
Operator Handled Person Collect	$6.50
Third Party Billed	$4.99
Operator Dialed	$1.00

e. Subscriber Surcharges

Carrier will not bill users for any subscriber surcharges, except as provided below.

01. Surcharges - Calls originated from Hotels/Motels may be subject to a subscriber surcharge of up to $1.00 per call at the option of the Customer. Calls originated from hospitals may be subject to a subscriber surcharge of up to 25 cents ($0.25) per call at the option of the customer. Calls originated from COPTs may be subject to a subscriber surcharge of up to $0.25 per call at the option of the customer.

FLEX-SAVE PLUS

(Effective January 1, 1995, Flex-Save Plus will no longer be available to new subscribers.)

RATES AND CHARGES

a. Usage Charges

.01 Day Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1620	$0.0086
21 - 40	$0.2340	$0.0143

41 - 70	$0.2430	$0.0152
71 - 100	$0.2520	$0.0171
101 - 150	$0.2790	$0.0181
151 - 330	$0.2880	$0.0200
Over 330	$0.3150	$0.0209

.02 Evening Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1296	$0.0068
21 - 40	$0.1872	$0.0114
41 - 70	$0.1944	$0.0122
71 - 100	$0.2016	$0.0137
101 - 150	$0.2232	$0.0144
151 - 330	$0.2304	$0.0160
Over 330	$0.2520	$0.0167

.03 Night/Weekend Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.0972	$0.0051
21 - 40	$0.1404	$0.0086
41 - 70	$0.1458	$0.0091
71 - 100	$0.1512	$0.0103
101 - 150	$0.1674	$0.0108
151 - 330	$0.1728	$0.0120
Over 330	$0.1890	$0.0125

b. Monthly and Nonrecurring. The rates and charges applicable to Flex-Save Plus are as follows:

Monthly	Nonrecurring
N/A	$25.00

SURE-SAVE PLUS

a. RATES AND CHARGES

Usage Charges

a. Day Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1620	$0.0855
21 - 40	$0.2340	$0.1425
41 - 70	$0.2430	$0.1520
71 - 100	$0.2520	$0.1710
101 - 150	$0.2790	$0.1805
151 - 330	$0.2880	$0.1995
Over 330	$0.3150	$0.2090

b. Evening Rates

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.1296	$0.0684
21 - 40	$0.1872	$0.1140

41 - 70	$0.1944	$0.1216
71 - 100	$0.2016	$0.1368
101 - 150	$0.2232	$0.1444
151 - 330	$0.2304	$0.1596
Over 330	$0.2520	$0.1672

c. Night/Weekend Rates.

Mileage Band	Initial Minute Rate	Precise Billing Factor
0 - 20	$0.0972	$0.0513
21 - 40	$0.1404	$0.0855
41 - 70	$0.1458	$0.0912
71 - 100	$0.1512	$0.1026
101 - 150	$0.1674	$0.1083
151 - 330	$0.1728	$0.1197
Over 330	$0.1890	$0.1254

d. Rates and Charges - Monthly and Nonrecurring
The monthly and non-recurring rates and charges applicable to

Sure-Save Plus, including one authorization code and are as follows:

Monthly	Nonrecurring
N/A	$ 0.00

EXEMPT CALLS-FLEX-SAVE PLUS AND SURE-SAVE PLUS. The following types of calls are not subject to a high volume discount and are not considered in calculating a customer's volume when determining the magnitude of that customer's high volume discount:

.01 Calls under the Credit Card Service.
.02 Calls placed to Directory Assistance.
.03 Calls placed to an international location.

HIGH VOLUME DISCOUNTS. For Flex-Save Plus and Sure-Save Plus customers, the volume in the above paragraph is used both to determine the appropriate high volume discount and is the total to which the high volume discount applies. The discounts are as follows:

Volume of Billing Cycle Calls	High Volume Discount
$ 0 - $ 399.99	0%
$ 400 - $ 799.99	5%
$ 800 - $1,599.99	10%
$1,600 - $3,199.99	15%
$3,200 Plus	20%

DAYSAVER I

RATES AND CHARGES

a. Day Rates

Initial and Subsequent Whole Minutes
$.2600

b. Evening/Night/Weekend

Initial and Subsequent

Whole Minutes
$.1950

HELLO AMERICA

RATES AND CHARGES

a. Day Rates

Initial and Subsequent Whole Minutes
$0.2700

b. Evening Rates

Initial and Subsequent Whole Minutes
$0.1300

c. Night/Weekend Rates

Initial and Subsequent Whole Minutes
$0.1100

* USA CARD
(Effective January 1, 1995, * USA Card will no longer be available to new subscribers.)

RATES AND CHARGES

a. Day Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.1800	$0.1700
11 - 22	$0.2100	$0.2000
23 - 55	$0.2300	$0.2200
56 - 124	$0.2300	$0.2200
125 - 292	$0.2300	$0.2300
293 - 430	$0.2400	$0.2300
431 - 925	$0.2400	$0.2400
926 +	$0.2500	$0.2500

t. Evening Rates

Mileage Band	Initial Minute	Each Add'l Minute
1 - 10	$0.1206	$0.1139
11 - 22	$0.1407	$0.1340
23 - 55	$0.1541	$0.1474
56 - 124	$0.1541	$0.1474
125 - 292	$0.1541	$0.1541
293 - 430	$0.1608	$0.1541
431 - 925	$0.1608	$0.1608
926 +	$0.1675	$0.1675

u. Night/Weekend Rates

Mileage Band	Initial Minute	Each Add'l Minute

1 - 10	$0.0936	$0.0884
11 - 22	$0.1092	$0.1040
23 - 55	$0.1196	$0.1144
56 - 124	$0.1196	$0.1144
125 - 292	$0.1196	$0.1196
293 - 430	$0.1248	$0.1196
431 - 925	$0.1248	$0.1248
926 +	$0.1300	$0.1300

HIGH VOLUME DISCOUNTS
High volume discounts do not apply to this service.

SERVICE CHARGE
This charge is applied on a per call basis.

		Charge Per Call
a.	Customer Dialed Station to Station	$0.79
b.	Attendant Handled	
	(.01) Station to Station	$1.25
	(.02) Person to Person	$3.00

OPTIONS
Options available to * USA Card customers include Personal Attendant and Speed dialing.

a. Personal Attendant. This option provides the customer with the means to access a directory assistance-like service, through the Direct Connect function, or a message receipt/delivery option through the Message Storage and Forward function.

.01 Direct Connect. Teleconnect provides this function to customers who are in need of obtaining a station number from a directory assistance-like service. A customer wishing to use this service will enter "* 0" following the prompt tone. A Teleconnect attendant will come onto the line and request the name and location of the party the customer wishes to access. After acquiring the necessary information from the customer, the Teleconnect attendant will contact directory assistance, obtain the number desired, and then pass the information along to the customer. The customer will then choose to either terminate the call or have the Teleconnect attendant complete the call.

(a) Directory Assistance-like Service Rates and Charges. An undiscountable charge of $1.99 per call will apply to each call requesting Directory Assistance for numbers in the United States. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator.

(b) Attendant Assisted Rates and Charges. If the Teleconnect attendant connects the customer with the station or the party in question, the customer will incur the following charge as appropriate.

	Charge Per Call
Station to Station	$1.25
Person to Person	$3.00

In addition to this charge, the customer will incur the $1.99 directory assistance charge and the long distance charges shown previously. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator.

.02 Message Storage and Forward. This service provides the customer with a message relay service. The customer will contact a Teleconnect attendant by entering "* 4" following the tone,

tape the desired message, and specify the date and time for delivery. Teleconnect will attempt to deliver the message in the following manner. The initial attempt will correspond with the customer's requested time of delivery, the next three (3) attempts will be spaced fifteen (15) minutes apart, and the last four (4) attempts will be spaced sixty (60) minutes apart. Teleconnect will make no more than eight (8) attempts at delivery. Teleconnect does not guarantee successful delivery of messages. The rates and charges incurred by the customer for service are as follows:

Activity	Charge
Taping of message	$0.29 per minute
Relay of message	$0.29 per minute
Attendant Surcharge:	
Station to Station	$2.00 per taped message
Person to Person	$3.75 per taped message

The attendant surcharge applies even if Teleconnect has been unsuccessful in delivering the message to the appropriate party.

b. Speed Dialing. Speed Dialing provides the customer with a simplified means of accessing frequently called numbers. The customer enters a specified code which is automatically converted into a telephone number. These codes are programmed and maintained by the customer. The Speed Dialing option is accessed by entering "* 9." The customer will then enter "0" to access the automated attendant which will assist the customer in programming the speed codes. The customer has the capability of programming up to nine (9) personalized speed dial numbers.
This option is provided free of charge to * USA Card customers.

JOINT USER SERVICE

RATES AND CHARGES

a. Applicability. Any entity which is elected or authorized to serve as a manager of a Joint User Group and is duly authorized to represent members of the Joint User Group, is entitled to order Joint User Service at the rates and charges listed below:

.01 * USA Card usage rates as listed in this catalog schedule are discounted by fifteen percent (15%) for day, evening and night/weekend.

.02 * USA Card charge as listed in this catalog schedule for customer dialed Station-to-Station is eliminated.

.03 The Joint User Group, in composite, must generate $125,000.00 of total rates and charges per month with Teleconnect derived from all jurisdiction in order to be eligible for Joint User Service. In order for a group to be considered a Joint User Group and eligible for the above rates, the applicant must meet all criteria established by Pacific Bell in accordance with its Joint User Tariff (A5.6.1 first revised sheet 478 and sixth revised sheet 479).

b. Liability. The manager of the Joint User Group is responsible for payment for all usage generated by each member of the Joint User Group. Failure of an individual member to pay the manager of the Joint User Group in no way alleviates the manager from the liability for payment of those charges.

VIRTUAL PRIVATE LINE

RATES AND CHARGES

a. Usage Charges

Channel Mileage		
From	To and Including	Charge Per Minute
0	50	$.15
51	120	.20

121	220	.30
221	320	.35
321	500	.40
501	800	.45
801	And over	.50

For calculating the distance of a Virtual Private Line call the distance used for pricing purposes is the airline mileage between serving wire center, not toll centers.

b. Line Termination Charges

1. Ordering of line termination facilities:
Per line termination - $50.00 monthly

2. Customer has the option of ordering one line termination through Teleconnect and the other from another source, both ends from Teleconnect, or neither end from Teleconnect.

c. Installation and Relocation Charges

1. An installation charge of $125.00 applies for the installation of each primary location. For a relocation of a primary location in different premises, installation charges apply.

d. Special Access Surcharge. In addition to the above, a Special Access Surcharge of $25.00 per month, per service point, is applicable to each access line facility provided by a local exchange telephone company. The surcharge will not apply to such a facility for which the customer has furnished Teleconnect with an Exemption Certification. The surcharge is applicable where the Virtual Private Line allows traffic to either to originate or terminate for locations other than the customer's premises within the free calling area.

LIMITED LOCATION

a. Virtual Private Line service is limited to call between San Francisco and Los Angeles.

b. If the customer's location is beyond the corporate city limits of San Francisco or Los Angeles, the customer is obligated to provide a connection within the corporate city limits. If the customer can gain access via facilities other than Teleconnect's, no additional charge applies beyond line termination. If Teleconnect provides the connection via the leased facilities of others, the customer will be subject to charges on an individual case basis.

ADDITIONAL AND CONTRACTUAL VOLUME DISCOUNTS

RATES AND CHARGES

a. Description. At the customer's request, the customer may contract to receive additional volume discounts for the customer's Teleconnect long distance services. The customer may contract on a month-to-month basis or on a long term basis for these discounts. The discount levels will be determined by using the aggregate net dollar volume (after applying existing discounts) of all Teleconnect services, both intrastate and interstate, used by the customer, but the discount will be applied only to those Teleconnect services which are tariffed to receive High Volume Discounts. These discounts will be applied after and in addition to the tariffed High Volume Discounts for each service.

For the Contractual Volume Discount, the discount will vary with the length and year of the contract, as stated in d.

b. Availability. Additional and contractual volume discounts are available to all Teleconnect customers who subscribe to a long distance plan which is subject to high volume discounts.

c. Rates and Charges. Additional and contractual volume discounts are subject to the following monthly and nonrecurring charges:

Monthly	Nonrecurring
$50.00	$0.00

d. Volume Discounts. The following schedule of volume discounts will apply:

		Volume Discounts Based on Length of Contract		
Net Dollar Volume	Month to Month	1st Year Contract	2nd Year Contract	3rd Year Contract
$ 10,000 - $ 15,000	1%	3%	4%	5%
$ 15,001 - $ 25,000	3%	5%	6%	7%
$ 25,001 - $ 50,000	4%	6%	7%	8%
$ 50,001 - $100,000	6%	8%	9%	10%
$100,001 - $250,000	7%	9%	10%	11%
$250,001 +	8%	10%	11%	12%

* When a customer signs a two or three year contract, the percent of discount will change each year as reflected above.

e. Discontinuance of Service Prior to Expiration of Contract. In the event a customer chooses to discontinue the contract prior to the completion of the term of the contract, the following penalties will apply:

.01 The customer who terminates the contract in the first year must repay 100% of the Contractual High Volume Discount received up to that point.

.02 The customer who terminates the contract in the second year must repay 75% of the Contractual High Volume Discount received up to that point.

.03 The customer who terminates the contract in the third year must repay 50% of the Contractual High Volume Discount received up to that point.

DIALED NUMBER IDENTIFICATION SERVICE
Dialed Number Identification Service is subject to the following monthly and nonrecurring charges:

Monthly	Nonrecurring	Change Charge
$0.00	$500.00	$50.00/request

DIRECTORY ASSISTANCE (DA) SERVICE
An undiscountable charge of $1.99 per call will apply to each call requesting Directory Assistance for numbers in the United States. For those customers who are not subscribed to service provided by the Company and who access Directory Assistance via a Company-designated Carrier Identification (CIC), a per minute charge of $0.10 will apply to any Directory Assistance call completed by the Directory Assistance operator. In the event that a DA operator is unable to provide the requested number, the charge for the call will still apply. When a customer reports that an incorrect number has been provided by the DA operator (including the number requested, the number provided, and the reason the number is incorrect), a credit for the amount of the charge per call will be granted.

HELLO CALIFORNIA

RATES

a. Day Rates

Initial Minute Rate	Add'l Minute Rate
$0.2700	$0.2700

b. Evening Rates

Initial Minute Rate	Add'l Minute Rate
$0.1300	$0.1300

c. Night/Weekend Rates

Initial Minute Rate	Add'l Minute Rate
$0.1100	$0.1100

OPTIONS
HELLO CALIFORNIA is available with the *USA Card service as an enhancement. The rates and charges for the *USA Card are found in this catalog schedule.

COMBINATION WITH OTHER SERVICES
HELLO CALIFORNIA may be combined with 800 Personal Hotline. Customers who purchase combined services will not be required to meet the monthly minimum usage set forth below. The customer is obligated to pay the tariffed usage rates as specified in the 800 Personal Hotline section of this catalog schedule.

RATES AND CHARGES - MONTHLY AND NONRECURRING
The monthly and nonrecurring charges applicable to interstate service allows the customer to utilize intrastate service at no additional charge.

MINIMUM USAGE CHARGE
HELLO CALIFORNIA customers will be charged the greater of $5.00 per month or the cumulative message charges for the month. Non-jurisdictional calling charges contribute to the $5.00 monthly minimum.

RATES APPLICABLE ON CERTAIN HOLIDAYS
For the following holidays the Evening rates are used, unless lower rates would normally be applicable:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

OPTIONAL SERVICES

ACCOUNT CODES

Rates and Charges

a. Variable Length Account Codes. The length of the codes are as follows:

	One-Time Charge	Monthly Recurring Charges
2 Digit	$15.00	$ 5.00
3 Digit	$25.00	$10.00
4 Digit	$50.00	$15.00

b. Rates and Charges. Pricing is determined by the number of divisional and departmental subtotals required ("breaks"). Authorization codes and account codes are priced separately and in addition to corporate billing charges. The customer will be assessed a $10.00 one-time change charge to add in billing detail under this service, and monthly rate and nonrecurring charges as set forth in the following chart:

		Monthly	Nonrecurring
.01	0 - 15 Breaks	$15.00	$ 5.00
.02	16 - 49 Breaks	$25.00	$10.00
.03	50 Plus Breaks	$50.00	$15.00

c. SECURE-CALL Codes.

Predesignated Packages Numbers of Random Codes	Additional One-Time Charges for 2-Digit	3-Digit	4-Digit
25	$10.00	$15.00	---
50	---	$25.00	---
100	---	$35.00	---
200	---	$45.00	---
400	---	$50.00	$ 75.00
600	---	$60.00	$ 85.00
800	---	---	$ 95.00
1000	---	---	$ 100.00

Pricing of larger 4 digit packages are available upon request. Under these circumstances the rates and charges are on an individual case basis.

d. Customized Screened Account Codes. Pricing for Customized Screened Account Codes is as follows:

Additional One Time Charge	$50.00
Change Charge per Request	$10.00

AUTHORIZATION CODES

Rates and Charges. Additional authorization codes are available for a $10.00 one-time setup charge.

MAG TAPE/DISKETTE BILLING

Rates and Charges. Mag tape/diskette billing is available for a $300 one-time setup charge and a $100 monthly rate. The customer has the alternative of a single request for $400.00

MULTIPLE BILLING

Rates and Charges. The customer is charged a $10.00 fee for each multiple bill requested.

SPEED CODES

a. Customers are charged a $25.00 one-time setup charge and a $10.00 monthly rate per packet of 16 Speed Codes.

b. Customers are charged a $50.00 one-time setup charge and a $20.00 monthly rate per packet of 50 Speed Codes.

CHECK SERVICE CHARGE

A check service charge will be assessed for any reason a check tendered by a Teleconnect customer as payment for tariffed service is returned to Teleconnect or is not in acceptable form. The check service charge is $10.00.

NOTES WHICH AFFECT RATES

TIME OF DAY

.01 Day Rates. These rates are applicable from 8:00 a.m. to 5:00 p.m., Monday through Friday with the exception of the holidays listed.

.02 Evening Rates. These rates are applicable 5:00 p.m. to 11:00 p.m. Sunday through Friday.

.03 Night/Weekend Rates. These rates are applicable 11:00 p.m. to 8:00 a.m., Monday through Friday, all day Saturday and Sunday between 8:00 a.m. and 5:00 p.m. as well as 11:00 p.m. to 8:00 a.m.

RATES APPLICABLE ON CERTAIN HOLIDAYS

For the following holidays the Evening rates are used, unless lower rates would normally apply:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

METHOD OF APPLYING RATES

DAYSAVER, DAYSAVER PLUS, MAX-SAVE

The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed.The subsequent seconds are rounded in tenth of a minute increments, with the remaining seconds, if any, rounded up to the next tenth of a minute and are subject to the additional tenth of a minute charge.
Fractional cents, if any, are rounded up to the nearest whole cent.

Smart Minutes

All Smart Minutes calls will be billed in one-minute increments.

SUPERWATS PLUS

The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed. The subsequent seconds are rounded in tenth of a minute increments, with the remaining seconds, if any, rounded up to the next tenth of a minute and are subject to the additional tenth of a minute charge. Fractional cents, if any, are rounded up to the nearest whole cent.

FLEX-SAVE PLUS.

To determine the appropriate charge, each call is rated by the following method.

a. Initial Minute.
The initial whole minute or fraction thereof is subject to the initial minute rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment.
The subsequent seconds beyond the initial increment (first minute for Flex-Save Plus are rounded in tenth of a minute (6 second) intervals with any remaining seconds rounded to the next higher tenth of a minute interval. Those 6-second increments are subject to the precise billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial minute plus the charge calculated for the subsequent 6-second increments determine the previous billing charge for the call. The total amount of the call is rounded up to the nearest whole cent.

SURE-SAVE PLUS

To determine the appropriate charge, each call is rated by the following method.

a. Initial Minute
The initial whole minute or fraction thereof is subject to the initial minute rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment

The subsequent seconds are rounded in whole minute increments, with the remaining seconds, if any, rounded up to the next whole minute, and are subject to the whole billing factor for the appropriate play to which the customer subscribed.

c. Total
The charge calculated for the initial minute plus the charge calculated for the subsequent whole minute(s) determines the whole minute charge for the call. The total amount of the call is rounded up to the nearest whole cent.

DAYSAVER I

a. Whole Minutes. DaySaver I usage (both initial minute and subsequent minute) is measured in whole minute increments.

b. Time of Day. The time of day is used to determine which rate is to be applied to usage.

TRAC and TRAC 2000
To determine the appropriate charge, each call is rated by the following method.

a. Initial Increment. The initial 18 seconds or fraction thereof is subject to the initial 18 second rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment. The subsequent seconds beyond the initial increment for TRAC are rounded in one-tenth minute (6 second) intervals with any remaining seconds rounded up to the next higher one-tenth minute interval. Those one-tenth minute increments are subject to the additional one-tenth minute billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial increment plus the charge calculated for the subsequent increment determines the charge for the call. The total charge is rounded up to the nearest whole cent.

TRAC 800 and 800 TRAC 2000
To determine the appropriate charge, each call is rated by the following method.

a. Initial Increment. The initial 30 seconds or fraction thereof is subject to the initial 30 second rate for the appropriate plan to which the customer has subscribed.

b. Subsequent Increment. The subsequent seconds beyond the initial increment for TRAC are rounded in one-tenth minute (6 second) intervals with any remaining seconds rounded up to the next higher one-tenth minute interval. Those one-tenth minute increments are subject to the additional one-tenth minute billing factor for the appropriate plan to which the customer has subscribed.

c. Total. The charge calculated for the initial increment plus the charge calculated for the subsequent increment determines the charge for the call. The total charge is rounded up to the nearest whole cent.

HELLO AMERICA

a. Whole Minute. HELLO AMERICA usage (both initial and subsequent minutes) is measured in whole minute increments.

b. Time of Day. The time of day is used to determine which rate is applied to usage.

c. Minimum Usage. The minimum usage level for HELLO AMERICA is $5.00 per month. This minimum usage can consist of interstate usage, intrastate usage, or any combination of interstate and intrastate usage.

* USA CARD

DESCRIPTION

a. Nature of Service. * USA Card is an interexchange telephone service that allows customers to originate calls from any telephone in the state of California and terminate calls to any location within the state of California. Usage charges are based on the distance, duration, and time of day of each call.

b. Dialing Procedure. The method of access consists of the following steps:

1. dialing 1-800-369-9999
2. entering the 14 digit authorization code unique to each * USA Card (i.e. the code will be different than the traditional 7 digit authorization code).
3. entering the called number or star key to access the enhanced services menu following the tone from the automated attendant.

AVAILABILITY

* USA Card is available to any Teleconnect customer on a statewide basis.

RATES AND CHARGES - USAGE

a. Determination of Duration

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone attendant board, private branch exchange console, or enhanced services menu.

.02 chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

b. Calculation of Charge. To determine the appropriate long distance charge, each call is rated using the following method.

.01 The initial minute, or fraction thereof, is subject to the initial minute rate.

.02 The subsequent seconds are rounded in whole minute increments with the remaining seconds rounded up to the next whole minute and are subject to the additional minute rate.

c. Time of Day. The following time periods are applicable to the point of origination.

.01 Day Rates. Day rates are applicable 8 a.m. to 5 p.m. Monday through Friday with the exception of the holidays.

.02 Evening Rates. Evening rates are applicable 5 p.m. to 11 p.m. Sunday through Friday.

.03 Night/Weekend Rates. Night/Weekend rates are applicable 11 p.m. to 8 a.m. Sunday through Friday, all day Saturday and Sunday between 8 a.m. and 5 p.m.

VIRTUAL PRIVATE LINE

Virtual Private Line is a "ring down" service, meaning the customer can only reach a predesignated location or locations. Once the customer lifts the receiver at the originating location the predesignated terminating location will ring.

DIALED NUMBER IDENTIFICATION SERVICE (DNIS)

a. Description. DNIS permits a customer with multiple 800 numbers in the same routing arrangement to identify the specific 800 number which was dialed by the calling party.

Identification is accomplished by outpulsing a set of digits unique to the dialed 800 number.

Between one (1) and five (5) digits are outpulsed to the customer premises. The outpulsed number can be (but is not required to be) the last four (4) digits of the 800 number.

b. Availability. DNIS is available to Teleconnect customers who subscribe to a DAL or a T-1 service and when the following conditions are met:

.01 The customer is responsible for providing equipment capable of receiving the outpulsed digits so the 800 number can be identified.
.02 All access lines within the same routing arrangement must be equipped for DNIS.

DIRECTORY ASSISTANCE

a. Description. Directory Assistance (DA) calls provide Teleconnect customers with access to Local Exchange Carrier Directory Assistance operators to provide telephone number lookup. When furnished with a name and locality, the Directory Assistance operator will provide, or attempt to provide, the telephone number or numbers listed in the exchange carrier records associated with the name given.

A maximum of one request for telephone numbers will be accepted per call to the DA operator. A telephone number which is not listed in the DA records will not be available to the customer.

The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number.

The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any other purpose other than provision of DA service.

b. Availability. DA is available to all Teleconnect customers.

TAXES AND FEES CHARGEABLE TO CUSTOMERS

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging) and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; b. terminal equipment sales; c. inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the AT&T (d.b.a. SBC California) tariffs.

a. Adjustments for State, County or Municipality Payments. Now, or at any future time, if the State of California, any county or any municipality possesses or acquires the legal right to impose sales tax, gross receipts tax, excise tax, occupation tax, license tax, franchise tax, permit fee, public service commission fee or other similar tax or fee upon Teleconnect, and has imposed, or imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such state, county or municipality. Such billing shall allocate the tax, fee or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made subject to such tax, fee or charge.

b. California Teleconnect Fund (CTF): Pursuant to Commission Resolution No. T-16742, orders telecommunications carriers to provide a 50% discount to all qualifying entities; school library, Municipal or County Government Owned and Operated Hospital and Health Clinic, Community Based Organization for the following services: all measured business service lines, switched 56 lines, ISDN, DSL, T-1, DS-3 and OC levels up to and including OC 192 services or their functional equivalents upon receiving an accepted application from the qualifying entity.

Applicable to services rendered on and after June 20, 2003.

Payphone Use Charge:* An undiscountable $0.55 per call charge is applicable to calls that originate from any payphone within the state used to access MCI services as follows. This charge, which is in addition to standard

tariffed usage charges and any applicable surcharges associated with MCI service, applies for the use of the instrument used to access MCI service and is unrelated to the MCI service accessed from the payphone. Customers of Metered Use Services will be charged the payphone use charge for each call which is placed from payphones within the state. The payphone use charge does not apply to calls placed from payphones phones at which the customer pays for service by inserting coins during the progress of the call; calls using Telecommunications Relay Service; calls originated by customers with qualified hearing or speech impairments who are certified.

* Where billing capabilities exist

HELLO CALIFORNIA

DESCRIPTION

a. Nature of Service. HELLO CALIFORNIA is an interexchange telephone service, by which customers can originate calls from any specified equal access exchange and terminate calls in any intrastate location.

The customer does, however, have the ability to place calls from any telephone in the state using the *USA Card. Applicable usage charges are determined by the duration of the call and time of day the call is placed.

b. Dialing Procedure. Any customer who subscribes to HELLO CALIFORNIA in an equal access area, may access the service by dialing 1 + NPA + NXX-XXXX.

AVAILABILITY
HELLO CALIFORNIA is only offered as an add-on to Teleconnect's interstate HELLO "States" service.

APPLICATION

a. Rate Structure. HELLO CALIFORNIA service has a rate structure which is based on the whole minute rates as listed in this catalog schedule.

b. Determination of Duration

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.

.02 Chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

c. Calculation of Charge

.01 The initial whole minute or fraction there of is subject to the initial minute rate found in this catalog schedule.

.02 The subsequent seconds are rounded in whole minute increments with the remaining seconds rounded up to the next whole minute and are subject to the additional minute rate found in this catalog schedule. The total number of additional minutes is multiplied by the additional minute rate and the product is the charge for subsequent whole minutes of use.

.03 The charge calculated for the initial minute, plus the charge calculated for subsequent whole minute(s) determines the charge for the call. The total amount of the call is rounded up to the nearest whole cent.

.04 HELLO CALIFORNIA customers will be charged the greater of $5.00 per month or the cumulative message charges for the month. Non-jurisdictional calling charges contribute to the $5.00

monthly minimum.

d. Determination of Time of Day

.01 Day Rates. These rates are applicable from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m. Monday through Friday with the exception of holidays listed in this catalog schedule.

.02 Evening Rates. These rates are applicable from 12:00 noon to 1:00 p.m. Monday through Friday and 5:00 p.m. to 11:00 p.m. Sunday through Friday.

.03 Night/Weekend Rates. These rates are applicable 11:00 p.m. to 8:00 a.m. Sunday through Friday, all day Saturday and between 8:00 a.m. and 5:00 p.m. on Sunday.

SPECIAL EQUIPMENT AND/OR ARRANGEMENTS

For special equipment and arrangements furnished in connection with service, charges equivalent to the estimated cost of furnishing such equipment or arrangements apply. Estimated cost consists of an estimate of the cost of maintenance; cost of operation; depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimate net salvage; administration, taxes and uncollectible revenue on the basis of reasonable average charges for these items; any other specific items of expense associated with the particular situation; and a reasonable amount, computed on the estimated cost installed of any facilities provided for return and contingencies.

CANCELLATIONS AND DEFERMENTS

When a customer cancels or defers an order for service before the service is activated, a charge applies to allow Teleconnect to recover its unrecovered costs including but not limited to engineering, labor, material, and equipment. Charges apply as follows:

a. Cancellation. In a cancellation situation the charge is equal to Teleconnect's unrecovered costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with cancellation. These costs include, but are not limited to, engineering, labor, and nonrecovered material and equipment expense. The amount of cancellation charges shall not exceed the total of all minimum monthly and termination charges which would have applied had the service as ordered been established.

b. Deferment of Start of Service. In a deferment of service situation the following charges apply:

.01 If the request for deferment is received by Teleconnect prior to the date an order for the equipment or service is placed with its supplier--no charge shall apply.

.02 For deferments received by Teleconnect subsequent to the date the order for equipment or service is placed with its supplier, a monthly rate based upon costs incurred prior to the request for deferment applies. The monthly rate equals the deferred investment times the monthly prime interest rate announced by The Merchants National Bank of Cedar Rapids, IA, U.S.A, plus recurring costs resulting directly from the deferral such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering and labor or transportation, shall be billed in total.

Billing shall start at the beginning of the month of deferment and extend to the start of service. Charges shall not exceed the monthly rate which would have applied had the service been established. Teleconnect will charge the customer who defers service any and all rates and charges incurred by Teleconnect for any leased facilities for which Teleconnect is held responsible. Teleconnect will make a good faith effort to minimize those charges whenever possible.

None in effect.

RULES

RULE NO. 1 – DEFINITIONS

Authorization Code: The term "authorization code" means a numeric code which identifies an individual or company to be billed for calls charged by authorized users.

Automatic Number Identification: The term "automatic number identification" means a service offered by the local operating company which automatically identifies the telephone number for the line or trunk from which a call is originating.

Breaks: The term "breaks" means the number of divisional or departmental subtotals required under the corporate billing option.

Building: The term "building" means a structure occupied by a customer. Multi-occupant structures will be considered different buildings as to a customer when spaces of that customer are separated by space occupied by others.

Calls: The term "calls" means telephone messages completed by customers or users.

Casual Caller: Denotes any person who uses Company service from an equal access end office who does not have a current account with the Company for services subject to this catalog schedule, to include: (i) any person who has not established an account with the Company who places calls over the Company's network from an equal access area; (ii) any presubscribed customer located in an equal access area who has either voluntarily terminated his Company account or has had his Company account terminated in accordance with the terms and conditions set forth in this catalog schedule; and (iii) new or allocated customers whose accounts are not yet established in the Company's billing system.

Central Office: The term "central office" means a unit in a local utilities telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building.

Commercial Service A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a business or commercial rate in the applicable local exchange service tariff for switched service.

Commission: The term "Commission" means the California Public Service Commission.

Customer
The person, firm, corporation or other entity which orders service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges and for compliance with Teleconnect Company, Inc. tariff regulations. The term "customer" also includes a casual caller (as defined previously in this catalog schedule), person, firm, corporation or other entity that (1) has not presubscribed to Teleconnect Company, Inc. service, but accesses Teleconnect Company, Inc. Dial "1" by dialing the access number 1010826, or any other Teleconnect Company, Inc. carrier identification code, or (2) remains presubscribed to Teleconnect Company, Inc. service after its account is removed from Teleconnect Company, Inc. billing system, subsequently continues to use Teleconnect Company, Inc. network, and is billed by a local exchange service company in compliance with Teleconnect Company, Inc. tariff regulations. For billing purposes, a customer is considered to be an account. In the Metered Use Services, if a person, firm, corporation or other entity orders the service in more than one Teleconnect Company, Inc. originating city, or requests the assignment of more than one account number in a particular city, each such account is a separate

customer for billing purposes.

Customer Premises Equipment: The term "customer premises equipment" means all terminal equipment normally used on the customer's premises owned by the customer, or by the telephone utility or some other supplier and leased to the customer.

Deactivate or Deactivation: The terms "deactivate" and "deactivation" mean the removal of an authorization code from effectiveness.

Dedicated Access Line: The term "dedicated access line" means the line between the customer premise and Teleconnect that does not pass through the switched network of a local exchange utility.

Delinquent or Delinquency: The terms "delinquent" and "delinquency" mean an account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. The term can also relate to a contested bill once the Commission finds the customer's complaint without merit.

Demarcation Point: The term "demarcation point" means the point of connection provided and maintained by the local utility to which existing or new inside station wiring becomes dedicated to an individual customer's use.

Depositor: The term "depositor" means the customer from whom a deposit is required.

Disconnect: The term "disconnect" means the disabling of circuitry preventing outgoing and/or incoming communications from the Teleconnect switch.

Dual Tone Multi-Frequency: The term "Dual Tone Multi-Frequency" means a protocol which uses two distinct frequency tones out of eight possible frequency tones to distinguish a number entered by a customer using a "Touch Tone" type instrument.

Due Date: The term "due date" means the last day for payment without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated "due by," "pay by" or "if paid by" on the customer's bill.

Exchange: The term "exchange" means a unit established by the local exchange utility for the administration of local communication services.

Exchange Service: The term "exchange service" means a local communication service furnished by means of local exchange plant and facilities.

Exchange Service Area or Exchange Area: The terms "exchange service area" or "exchange area" refer to the general area in which the local telephone utility holds itself out to furnish exchange telephone service.

Extended Area Service: The term "extended area service" means telephone service, furnished at local rates, between customers located within an exchange area and all of the customers of an additional exchange area.

Feature Group D: The term "Feature Group D" means the type of access which provides for "1+" customer dialing through the IXC of the customer's choice. FGD is also known as equal access.

Individual Case Basis: The term "individual case basis" means the application of a rate, charge, or condition of the tariff as determined by individual circumstances.

Initial Service Period: The term "initial service period" means the minimum period for which service will be installed and terminated without the application of an initial bill charge. Except as noted, the initial service period is one month from the initiation of service.

Inside Station Wiring: The term "inside station wiring" means wiring located on the premises beyond the demarcation point.

Installation Charge: The term "installation charge" means a nonrecurring charge associated with the installation of certain services or facilities either in lieu of or in addition to recurring monthly rates or service charges or rates.

Interexchange Service: The term "interexchange service" is the provision of intrastate telecommunications services and facilities between local exchanges and does not include EAS.

Interexchange Utility: The term "interexchange utility" means a utility, a resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges. A local exchange utility that provides interexchange service may also be considered an interexchange utility.

Local Exchange Utility: The term "local exchange utility" means a telephone utility that provides local service under a tariff filed with an appropriate state public utility commission. The utility may also provide other services and facilities such as access services.

Local Service: The term "local service" means telephone service furnished between customers or users located within an exchange area.

Local Service Area: The term "local service area" means the area within which are located the lines to which calls may be made under a specified schedule of exchange rates without payment of toll charges.

Local Utility: See "local exchange utility."

Message: The term "message" means "a" telephone call by a customer or user.

Premises: The term "premises" denotes the space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right-of-way, or a natural barrier.

Prorate: The term "prorate" means the basis sometimes used for determining the charge for service furnished for a period less than that used in specifying rates. The pro rata charge for a service for which the rate is specified on a monthly basis is 1/30 of the monthly rate times the number of days service was furnished.

Rates: The term "rates" shall mean recurring amounts billed to customers for regulated services and equipment.

Residential Service A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a residential, non-commercial, or non-business rate in the applicable local exchange service tariff for switched service.

Rotary Pulse: The term "rotary pulse" means the transmission of digital information from a customer's dial to the central office equipment. The numerical value of each digit in the dialed telephone number is determined by the number of on-hook intervals in a train of pulses. The on-hook intervals for each digit are separated by short off-hook intervals, and the digits themselves are separated by relatively long off-hook intervals.

Serving Exchange: The term "serving exchange" means a unit established for the administration of communication services in which Teleconnect holds itself out to provide service. The boundary of the serving exchange for Teleconnect is identical to that filed by the local utility.

Special Dialing Procedures: The term "special dialing procedures" means the dialing procedures which are an exception to the three step procedure. Special dialing procedures are available where a customer is in an equal access area and has registered specific lines with Teleconnect for "1+" dialing. When Teleconnect has been designated as the customer's primary interLATA carrier, and the call is an interLATA call, the call may be dialed in the following sequence:

1 + area code + long distance telephone number.

Suspend: The term "suspend" means temporary disconnection or impairment of service which shall disable

either outgoing or incoming communications or both.

Switching Service: The term "switching service" means switching performed for the service lines.

Teleconnect Exchange: The term "Teleconnect exchange" means the serving exchange of the Metropolitan Los Angeles free calling area. Continued service to EAS exchanges may be contingent upon any and all conditions imposed by the tariff or the financial incentives or disincentives imposed by secondary exchange carrier tariffs.

Telephone Utility or Utility: The terms "telephone utility" or "utility" mean any person, partnership, business association, or corporation, domestic or foreign, owning or operating any facilities for furnishing communications service to the public for compensation.

Three-Step Dialing Procedure: The term "three-step dialing procedure" means Teleconnect access number + authorization code + area code + long distance telephone number.

Timely Payment: The term "timely payment" is a payment on a customer's account made on or before the due date shown: (1) on a current bill for rates and charges, or (2) by an agreement between the customer and utility for a series of partial payments to settle a delinquent account.

Toll Message: The term "toll message" means a message made between different exchange areas for which a charge is made.

Toll Rate: The term "toll rate" means the Catalog Schedule charge prescribed for toll messages, usually based upon the duration of the message, the distance between the exchanges, the day and time of the message.

Tone: The term "tone" means a DTMF signal.

Traffic: The term "traffic" means telephone call volume, based on number and duration of calls.

WATS Access Line: The term "WATS Access Line" means the special access line between the customer premise and the WATS serving office.

EXPLANATION OF ABBREVIATIONS

ANI	Automatic Number Identification
BPS	Bits per Second
BPI	Bits per Inch
Cal PUC	California Public Utility Commission
CO	Central Office
CPE	Customer Premises Equipment
DAL	Dedicated Access Line
DDD	Direct Distance Dialing
DTMF	Dual Tone Multi-Frequency
EAS	Extended Area Service
FCC	Federal Communications Commission
FGD	Feature Group D
ICB	Individual Case Basis
LATA	Local Access and Transport Area
LMS	Local Measured Service
OCC	Other Common Carriers
OS	Operating Systems
P.U.C.	Public Utility Commission
WAL	Wats Access Line

RULE NO. 2 - DESCRIPTION OF SERVICE

MAJOR SERVICES

DAYSAVER, DAYSAVER PLUS, AND MAX-SAVE

a. Nature of Service. DAYSAVER, DAYSAVER PLUS and MAX-SAVE Services are interexchange telephone services, which allow customers to originate calls from any specified Teleconnect exchange, as listed in the Tariff, and terminate calls in any intrastate location within the State of California. Usage charges are generally based on the distance, duration and time of day for each call.

b. Dialing Procedure. The DaySaver Plans and MAX-SAVE may be accessed only through the special dialing procedures.

Smart Minutes

a. Nature of Service. Smart Minutes (an add-on to interstate service) is an outbound Residential Service that allows customers to originate intrastate calls via Local Exchange Carrier Feature Group D access lines. A customer may pre-subscribe up to two lines for Smart Minutes or may access the Service by dialing 1010826.*

* If a customer dials 1010826, Smart Minutes rates apply only when a call is placed from a pre-subscribed Smart Minutes phone.

b. Availability Service is available on a limited geographic basis and for customers of certain local exchange carriers.

SUPERWATS PLUS

a. Nature of Service
SUPERWATS PLUS is an interexchange telephone service which allows customers to complete interstate and/or intrastate calls on the same access line. The rates and charges set forth in this catalog schedule are in payment for the usage furnished between the calling and the called stations on California intrastate basis. Other charges, as described in Teleconnect's FCC Tariff No. 1, are also appropriate.

b. Dialing Procedure
SUPERWATS PLUS may be accessed by:

1) 1 + area code + long distance telephone number (for Feature Group D.)

c. Availability
Teleconnect offers intrastate SUPERWATS PLUS Service only as an add-on service to customers who subscribe to Teleconnect's interstate SUPERWATS PLUS Service. It is available under two methods of access; Feature Group D (FGD) and Dedicated Access Line (DAL).

800 SERVICE

a. Nature of Service. 800 Service is an interexchange telephone
service which allows a customer to receive calls from any station within the state of California at no toll charge to the calling party. The customer is responsible for all calls placed to the customer's 800 number.

b. Dialing Procedure. The dialing procedure for 800 Service is
1-800-NXX-XXXX, where the NXX-XXXX is the 800 number assigned to the customer.

c. Specific Plans Included in the 800 Service Family.
800 Services are comprised of the following play types:

.01 Profit Line*

.02 Profit Line Plus*

.03 Personal Hotline*

.04 800 SUPERWATS PLUS*

* Profit Line, Profit Line Plus, Personal Hotline and 800 SUPERWATS PLUS are registered Service Marks of Teleconnect Company.

d. Determination of Duration

.01 The duration of a call begins when the connection is established between the calling station and the desired telephone attendant board or PBX console.

.02 The duration of a call ends when the connection is terminated.

.03 The duration of a call does not include time lost because of faults or defects in service.

e. Determination of Time of Day

.01 Day. Daytime rates shall apply from 8:00 a.m. until 5:00 p.m., Monday through Friday.

.02 Evening. Evening rates shall apply from 5:00 p.m. until 11:00 p.m., Monday through Friday.

.03 Night/Weekend. Night/Weekend rates shall apply from 11:00p.m. until 8:00a.m., Monday through Friday. Saturday and Sunday applies to all day.

f. Availability. Teleconnect only offers its individual intrastate 800 services only as add-ons to Teleconnect's interstate 800 services.

OPERATOR SERVICES

a. APPLICABILITY
Operator Services applies to all interexchange telephone services messages made between two or more points within the State of California.

b. DESCRIPTION
Operator Services provides telecommunications on an intrastate basis to the customer. Operator Services charges cover the service furnished between the calling and called stations of service points, this includes all methods of originating and terminating operator services calls.

c. PROVISION OF SERVICE
Operator Services is available to and from customers of other carriers and telephone utilities with an arrangement for interchange of telephone traffic. This service is furnished through interconnecting equipment and local connecting facilities.

d. TYPE OF SERVICE

.01 Customer Dialed Calling Card Station Service - The customer dialed calling card station rate applies when the person originating the call:

(a) Dials zero (0) plus the desired number and the commercial credit card or Local Exchange Utility calling card number (where equipment is available) to complete the call without operator assistance, or
(b) Dials zero (0) plus the telephone number to complete the call. In such, cases operator assistance is limited to recording the commercial credit card or Local Exchange Utility calling card number for billing purposes, or

(c) Inserts a commercial credit card or Local Exchange Utility calling card into a telephone equipped card reader (where equipment is available), dials zero (0) plus the called telephone number to complete the call without operator assistance.

.02 Operator-Handled Station Service - An operator-handled station rate applies when calls are completed with the assistance of an operator (except in f. below).

.03 Operator-Handled Person Service - An operator-handled person rate applies when:

(a) A calling person names the particular party to be reached by an operator, including such a call paid for by coin deposit. The party may be.

- A person.
- A mobile station.
- A station, department or office reached through a PBX attendant.

(b) The calling party cannot speak to the intended person or station, but agrees to speak to someone else.

(c) The calling party requests an operator to make arrangements with a person to receive a call at a specified time.

e. TIMING OF CALLS

On customer dialed calling card station and operator-handled station, the timing of a call begins when the calling and called stations are connected.

On Person calls, the timing of a call begins when the calling party is connected to a specified person, number, or an agreed-upon alternate.

The timing for all calls ends when the calling party hangs up the telephone. If the called party hangs up, but the calling party does not, the timing of the calls ends when the automatic timing equipment or the Company operator releases the network connection.

The timing of a call does not include time lost because of service faults or defects that are reported to the Company.

f. COLLECTION OF CHARGES

Charges for all Teleconnect Operator Services messages are billed to the calling telephone number, except where the message are billed to:

.01 The called party as a collect call, and the charge is accepted by the called party. This does not apply if the called number is a coin telephone. In this case, the charge may be accepted, but must be billed to a commercial credit card or Local Exchange Utility calling card number or third number which the called party is authorized to use, otherwise the called party must originate a new call.

.02 A third telephone number, except a coin telephone number, which the calling party is authorized to use, anywhere in the United States or Canada.

.03 A commercial credit card or Local Exchange Utility calling card account when the party requesting such billing is authorized to use such a card. In order to control fraud, the Company may refuse to accept calling cards which it determines to be invalid.

.04 Call Authorization

(a) To ensure billing is authorized, verification is made by the Company on all collect calls and periodically on third number calls.

(b) A call is authorized if the customer accepts the call, either by a live response or an

answering device recording which states that calls are accepted, or if the billing is accepted by the customer.

(c) Calls that have been placed but are found to be unauthorized, will be rebilled to the number where the call originated.

g. PAYMENT OF CHARGES
The customer is responsible for payment of all charges for operator services furnished. This responsibility includes charges for all:

a. Messages originated at the customer's number.

b. Collect messages accepted at the customer's number.

c. Authorized messages billed to the customer's number.

d. Authorized messages billed to the customer's Local Exchange Utility calling card or commercial credit card.

OPTIONAL SERVICES - DESCRIPTION

ACCOUNT CODES

a. Description.

01. General. An Account Code Package is a service providing the customer with control, within prescribed limits, over the format of the bill. Account Codes can vary in length between two and four digits and are used by the customer to identify charge-back accounts and/or individuals.

02. Variable Length Account Codes. The customer may choose between three Account Code package sizes.

If this service is ordered, the customer must enter a valid Account Code at the end of the normal dialing sequence to complete a call.

When codes are ordered without the screened function, any digit meeting the package's parameters can be entered and will be registered as valid. Teleconnect is not responsible for invalid assignment of usage to a valid code.

03. "SECURE-CALL" Codes.

(a) General. In addition to subscribing to a variable-length Account Code package, the customer may request that the codes be "screened." The process of screening account codes is called SECURE-CALL Service. SECURE-CALL Service packages have certain specific codes within the parameters of the package invalidated. If one of these invalidated Account Codes is used in an attempt to place a call, the call will not be completed. Again, Teleconnect is not responsible for invalid assignment of usage to a valid code. Charges for screened accounts codes are in addition to charges for the initial account code package.

(b) Packaging. Predetermined packages of randomly selected 2, 3 and 4 digit account codes are available. Valid Codes can range from 25 to 1,000 codes for screened accounts.

04. Customized Screened Account Codes. Instead of using a predetermined package, customers are allowed to have specific account codes validated or invalidated according to their unique needs or wants. In this case the special packages of account codes are called Customized Screened
Account Codes.

The customer must first subscribe to Account Codes and pay the premiums for SECURE-CALL Codes in order to receive Customized Screened Account Codes.

SPEED CODES

a. Description. Speed Codes are 3-digit codes representing frequently called long distance numbers. They are provided in packets of 16 Speed Codes, or, in limited instances, in packets of 50 Speed Codes.

b. Fifty packet Speed Codes are available only to customers accessing the Teleconnect system with a DAL. Customers are limited to one Speed Code packet per authorization code.

AUTHORIZATION CODES

a. Description. Service under all plans includes one Authorization Code at no additional charge. Additional authorization codes may be supplied on request at an additional charge.

b. Availability. Any Teleconnect customer can purchase additional authorization codes.

CORPORATE BILLING

a. Availability. Corporate Billing is available to all customers having Authorization Codes and/or Account Codes.

MULTIPLE BILLING

a. Description. At a customer's request, multiple copies of that customer's bills will be furnished.

b. Availability. Multiple billing is available to any Teleconnect customer.

MAG TAPE/DISKETTE BILLING

a. Description

.01 Teleconnect will provide billing information and call detail on magnetic tape or diskette.

.02 Magnetic tape or diskette billings will be provided in the following formats:

(a)	Tape	-	1600 or 6420 bpi
		-	9 track
		-	standard OS labels or unlabeled
		-	IBM EBCDIC
(b)	Diskette	-	IBM 8-inch double sided double density
		-	floppy diskette
		-	Basic Exchange Format

b. Availability. Mag tape/diskette billing is available to all Teleconnect customers.

RULE NO. 3 – APPLICATION FOR SERVICE

Teleconnect does not differentiate between a business or residential customer in any manner.

Information Required. When applying for interexchange service each prospective customer will be required to furnish Teleconnect the following information:

.01 Name of the party who will be responsible for payment for the interexchange service provided.

.02 Address or exact location of the premises where interexchange service is to be provided and billed.

.03 Any information required to make a proper determination of appropriate credit worthiness. Copies of different application forms are shown on page 92-T and page 93-T.

Selection of Service Type. Teleconnect offers several different types of service. Each is set forth separately in this catalog schedule. The customer is responsible for the selection of the service and the options.

Change of Service. The customer may change the service received and transfer to another service otherwise available to them. In such a case the customer will receive a credit against any one-time set-up fees for the new service in the amount of any one-time set-up fees paid upon the origination of the service being discontinued. If the one-time set-up fees for the new service are less than the one-time set-up fees for the service being discontinued, the customer shall pay no one-time set-up fee for the new service but shall not otherwise be entitled to any credits or remission from charges.

Additional Lines Required. When Teleconnect's interexchange service to the public is impaired by a customer's use of telephone service, Teleconnect shall have the right to require the customer to contract for and properly attend as many additional telephone lines as needed to adequately serve the customer's requirements, or to discontinue the service of the customer in question.

TRANSFERS OF SERVICE/RESPONSIBILITY FOR CHARGES ASSOCIATED WITH REQUESTED AUTHORIZATION CODES

Transfers. Transfers of service are not allowed. Service can be expanded to include use by the new spouse of an existing customer.

Requested Authorization Codes. When a customer requests that service be established by means of a specific, previously used authorization code or codes, all ongoing rates and charges associated with such code or codes will be made known to the prospective customer. Assignment of the code or codes to the prospective customer will be contingent upon the customer's acceptance of responsibility for all such ongoing rates and charges.

RULE NO. 4 – CONTRACTS

At present, Teleconnect serves no end-user customers via contractual agreements.

Teleconnect does hold itself out as acting as a carrier's carrier with other parties engaged interexchange service. Under these circumstances, Teleconnect does not hold itself as the responsible carrier to the end user customer. Instead, our obligations are to the carrier with whom Teleconnect has contracted. Under no circumstances should end-user parties served in such an arrangement be viewed as Teleconnect customers.

If and when other utilities provide Teleconnect with facilities and impose individual case basis installation charges or contracts requiring basic termination liabilities, Teleconnect will pass these obligations on to those customers who make use of such facilities. Teleconnect will use the same type of instruments of obligation with the customers as the utility providing the facilities imposes on Teleconnect.

Service may be terminated prior to the expiration of the initial service period may be terminated at the end of a billing period, without charge except for payment of all rates and charges due for service which has been already furnished.

RULE NO. 5 – SPECIAL INFORMATION REQUIRED ON FORMS

Teleconnect requires its prospective customers to provide all information shown on any form Teleconnect submits to a prospective customer. Also, the applicant will need to provide any additional information necessary to perform a credit check. Finally, Teleconnect may demand written clarification or written support of contested facts

concerning any aspect of the customer's application.

RULE NO. 6 – ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

Teleconnect reserves the right to examine the credit record of all applicants and customers.

Teleconnect may examine the credit profile/record of any applicant prior to accepting the subscription order. Negotiation of customer's advance payment shall not in itself obligate the carrier to providing services, if a later check of applicant's credit record is, in the opinion of Teleconnect contrary to the best interest of Teleconnect. In the event Teleconnect denies an applicant, then the applicant shall be notified in writing and refunded any monies paid within five days, or upon notification by the carrier's bank that applicant's check (if previously deposited) has been paid by applicant's bank.

RULE NO. 7 – DEPOSITS

APPLICATION OF DEPOSITS

a. A carrier may require a deposit to establish or re-establish service if and only if an applicant for service is unable to demonstrate acceptable credit to the satisfaction of the carrier. Failure to provide a social security number shall not be cause for requiring a deposit. A carrier may not require for its own benefit a deposit for services provided by another carrier, or refuse to accept a deposit in lieu of demonstrating satisfactory credit.

b. Amount. The amount of the deposit shall not be more than the total of two months tariffed services. The amount of tariffed services may be estimated from past toll usage, customer estimated anticipated usage or Teleconnect network average toll usage considering type and nature of service. The amount of deposit may exceed this total when service is provided for short periods of time or special occasions.

c. Existing Customer. An existing customer may be required to make a deposit or to increase a deposit presently held when a deposit is inadequate to cover two months interexchange service, interex- change usage is abnormal or the customer's credit is impaired. Service may be disconnected unless the new or additional deposit is made within 12 days after written notification.

d. Abnormal Usage After Six Months. For customers with at least six consecutive months of service, abnormal usage of interexchange service is defined as at least a twenty-five percent increase in monthly interexchange charges amounting to at least twenty dollars. The customer's average monthly interexchange bills for not less than the prior three months shall be used in determining the increase.

e. Abnormal Usage Before Six Months. For customers with less than six consecutive months of service, abnormal usage of interexchange service is defined as when one month's interexchange service exceeds the deposit attributable to interexchange service by at least twenty-five percent, amounting to at least twenty-five dollars.

f. Handling of Deposits. Deposits shall be sent to: Teleconnect Company, 500 Second Avenue S.E., Cedar Rapids, Iowa 52401. Teleconnect will maintain records which show the name and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Unclaimed deposits together with accrued interest shall be credited to an appropriate account and shall be disposed of in accordance with the law.

g. Receipts. A receipt of deposit will be furnished to each customer from whom a deposit is received. Upon customer request, duplicate receipts will be provided to customers who have lost their receipt if the deposit is substantiated by Teleconnect's records.

h. Customer Obligations. The fact that a deposit has been made in no way relieves the customer from complying with Teleconnect's regulations as to the prompt payment of bills.

i. Interest. Deposits shall earn on the monthly, unused balance not less than simple annual interest based on the three-month financial commercial paper rate published by the Federal Reserve Board, on November 30th, of the prior year.

j. Refund or Credit. The deposit shall be refunded or credited to the customer after not more than twelve consecutive months of prompt payment. Within thirty days of issuance of the final bill, the amount of the deposit plus any accrued interest is credited to the customer's account and any credit balance is refunded.

k. Re-establishment of Deposit. If the customer is delinquent one or more months during any twelve month period, Teleconnect may implement or re-implement a deposit as set forth in this catalog schedule.

ADVANCE PAYMENTS

a. Applicants. Applicants for interexchange service who are required to make a deposit may be required to pay in advance of installation any service connection or installation changes.

b. Existing Customers. Existing customers who apply for additional interexchange service or changes in their existing service may be required to make advance payments, as described above, when the customer does not meet Teleconnect's credit standards or a sufficient credit history is unavailable.

RULE NO. 8 – NOTICE OF DISCONNECTION OF SERVICE

DISCONNECTION

Teleconnect disconnects in the manner described in RULE 11.

RULE NO. 9 – RENDERING AND PAYMENT OF BILLS

BILLS

a. Regular Bills. Regular customer bills are issued monthly. Each bill contains the dates included in the billing period, dates for service charges associated with work performed and the last date for timely payment. Bills include the amount the customer is charged, stated by category, sales tax and excise tax, with separate entries for total amounts current or in arrears.

b. Customer Requested Adjustments. Reasonable customer requested adjustments to monthly bills may be made if the customer brings the desired adjustment to Teleconnect's attention within 60 days of issuance of the bill. Teleconnect reserves the right to extend the period for adjustments beyond the 60 day period if, in Teleconnect's judgment, the situation so warrants.

TERMS AND CONDITIONS

Service is provided and billed on the basis of a minimum period of at least one month beginning on the date that billing becomes effective, and continues to be provided until the customer requests cancellation or until Teleconnect disconnects service pursuant to the provisions of this catalog schedule.

PAYMENT FOR SERVICE

The rates specified in this catalog schedule are generally rates based on usage, billed monthly, and generally payable in arrears except as otherwise provided.

All customers shall be permitted to have a last date for timely payment changeable for cause in writing. Such a change will become effective when acknowledged by Teleconnect. Until acknowledged, no change in date of timely payment is recognized by Teleconnect.

Customer payments are considered prompt when received at Teleconnect or its agent by the due date on the

bill. The due date is 20 days after the bill is rendered and may be designated "due by," "pay by," or "if paid by" on the customer bill. Any customer not paying within 20 days is considered delinquent.

Teleconnect does not assess a late payment charge expt for forfeiture of High Volume Discounts (including multi-location discounts) as applicable to any service. In such cases, the late payment charge is forfeiture of the High Volume Discount applicable to all calls. This late charge will be assessed beginning with the first delinquent payment in any twelve month period. Teleconnect may request payment upon issuance of a final bill when service is terminated at the customer's request. For all other bills, payment will not be requested until the due date.

The customer is held responsible for all charges for services furnished at the customer's request and for all toll service furnished. Failure to receive a bill does not exempt the customer from prompt payment of the account. It is the customer's responsibility to contact Teleconnect when no bill is received.

Except as provided elsewhere in this catalog schedule, the rate for a fractional part of a billing period is a pro rata share of the rates for a full billing period as specified in this catalog schedule. If the prorating indicates a refund is due, the refund is applied as a bill credit.

PAYMENT

Bills may be paid by mail or in person at the sales office of Teleconnect. All charges for service are payable only in United States Currency. Payment may be made by cash or check. A penalty charge of $10.00 will apply on all returned checks.

LATE PAYMENT

a. Legal Fees, Costs. The customer is liable for any legal fees incurred by Teleconnect in the process of collecting a past-due amount. The amount of these fees can be determined by officers of the court if the proceedings are fully litigated. If the customer acquiesces to Teleconnect's demand for payment before a judgment is rendered, Teleconnect will bill the delinquent customer for costs incurred to that point. The customer is entitled to a statement of legal fees that are being assessed.

b. Customer Deposits. Teleconnect will apply a customer's deposit on file toward that customer's delinquent payment amount.

c. High Volume Discount. DaySaver Plus and SUPERWATS PLUS customers who submit delinquent payments shall forfeit the High Volume Discount as specified in this catalog schedule.

INITIAL SERVICE PERIODS AND TERMINATION OF SERVICE

Subscribers may cancel without termination fees or penalties any new tariffed service or any new contract for service within 30 days after the new service is initiated. This Rule does not relieve the subscriber from payment for per use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on the customer’s premises (such as wiring or equipment installation) before the subscriber canceled.

OTHER COMPANIES' CHARGES

Teleconnect is not in all cases responsible for local telephone charges incurred by the customer in gaining access to the carrier's network. Only when Teleconnect is the designated agent of the customer for ordering DALs, WALs, etc. does such an obligation exist.

PAYMENT FOR USAGE

Usage is billed in arrears.

RULE NO. 10 – DISPUTED BILLS

All disputed charges for any telecommunications service are subject to a rebuttable presumption that the charges are unauthorized unless there is (i) a record of affirmative subscriber authorization; (ii) a demonstrated pattern of knowledgeable past use; or (iii) other persuasive evidence of authorization.

CUSTOMER COMPLAINTS

A customer or prospective customer may initiate a complaint with Teleconnect on any relevant matter by telephone, in person, or in writing directed to Teleconnect at any of its offices. Teleconnect's response to the complaint will generally be in the same form used by the customer. However, Teleconnect may respond to written complaints by telephone or personal visits when it believes such communications will be effective in resolution of the issues.

The customer may at any point during resolution of the complaint seek review by a supervisor or manager. If the customer is still not satisfied, the nature of the complaint with sufficient detail to afford an investigation should be documented and addressed to: Director of Customer Service, Teleconnect Company, 500 Second Avenue S.E., Cedar Rapids, Iowa 52401.

In the event of a billing dispute between the customer and Teleconnect for services furnished to the customer which cannot be settled to their mutual satisfaction, the customer may appeal to the Commission for its investigation and decision. The addresses of the California Public Utilities Commission are (1) 505 Van Ness Avenue, San Francisco, California 94102, and (2) State Office, 107 South Broadway, Los Angeles, California 90012.

RULE NO. 11 – DISCONTINUANCE AND RESTORATION OF SERVICE

DISCONNECTION OF SERVICE

Teleconnect will follow the appropriate state requirements.

a. Without Prior Notice. Interexchange service may be refused or disconnected without prior notice by Teleconnect for the following reasons:

.01 In the event of a condition on the customer's premises determined by Teleconnect to be hazardous.

.02 In the event of customer's user in such a manner as to adversely affect Teleconnect's facilities or Teleconnect's service to others.

.03 In the event of tampering with facilities leased or owned by Teleconnect.

.04 In the event of interexchange service being used by a customer in connection with a plan or contrivance to secure a large volume of interexchange calls to be directed to such customer or the telephone service of any designated customer at or about the same time, resulting in preventing, obstructing, or delaying the interexchange service of others.

.05 In the event of unauthorized use following the disconnection of service for any of these reasons, Teleconnect will notify the telephone customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where a customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

b. With Prior Notice. Service can be disconnected with prior notice for the following reasons:

.01 In the event the customer is indebted to Teleconnect for the same type of telephone service previously furnished.

.02 In the event the customer supplied false or inaccurate information of a material nature in order to obtain telephone service.

.03 For failure of the customer or prospective customer to furnish service equipment, permits, certificates, rights of way necessary to obtain service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon him or her as conditions

of obtaining service by a contract filed with and subject to the regulatory authority of the Commission.

.04 For failure of the customer to permit Teleconnect reasonable access to its facilities on the customer's premises.

.05 For nonpayment of a bill, where a reasonable attempt has been made at collection, except bills for: merchandise purchased from Teleconnect or a different class of service.

.06 For nonpayment of deposit as specified.

.07 In the event the service is or is likely to be used for unlawful purposes.

.08 Any other violation of the conditions governing the furnishing of service.

.09 For violation or noncompliance with Teleconnect's rule on file with the Commission, the requirements on any municipal ordinance, regulation or law pertaining to the service.

c. Notice. For disconnection with prior notice, written notice of a pending disconnect will be rendered five days prior to the disconnection. The notice will include all reasons for the disconnect and the final date by which payment is to be made or specific action taken. The notice will include a toll-free number where a customer can obtain additional information. A notice of disconnect based upon nonpayment will not be issued until the bill becomes delinquent. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

d. Unusual Circumstances. In unusual credit circumstances or abnormal usage of service which would result in undue revenue loss, disconnection may occur prior to the expiration of the seven-day notice.

e. Time Restrictions on Disconnection. Except as provided for disconnect without prior notice or in unusual credit circumstances or abnormal usage of service, no calls will be disconnected on the day preceding or the day on which Teleconnect is closed. Service will not be disconnected on a weekend, holiday, or after 2 p.m. unless service can be reconnected the same day.

SUSPENDED SERVICE

Teleconnect may suspend service when a customer is delinquent in payment. Teleconnect will issue the same five-day notice for suspension of service as is issued for termination of service. If Teleconnect and the customer cannot resolve payment of the delinquent bill, service may be terminated without any additional notice, and without service being reestablished.

DEACTIVATION OF SERVICE

If a customer's Teleconnect service is unused for a period of six consecutive months, the customer's authorization code may be deactivated. Deactivation of an authorization code under this section will be done only upon five days notice to the customer. Service will be restored by issuance of a new authorization code without charge upon subsequent written request of the customer.

PAYMENT TO HAVE SERVICE RESTORED

The maximum payment required for restoration of service that existed prior to disconnection shall be the total past-due amount, applicable charges, an Advance Payment and Deposit as specified elsewhere in this catalog schedule and where permitted by state tariff, a restoration of service charge.

RESTORAL OF SERVICE CHARGE

If a subscriber has had service disconnect involuntarily and has been properly noticed, Teleconnect may assess a reasonable restoral of service charge to reconnect service. The restoral of service charge will be applicable in an amount up to $50.00.

In the event of adoption by the carrier of new or optional schedules of rates, the carrier will advise its customers through bill stuffers that they are available.

A copy of this catalog schedule and advice letters will be available for public inspection in the carrier's sales office during regular business hours.

The carrier will post in a conspicuous place in its business office, a notice to the effect that a copy of this catalog schedule and advice letters as filed with the Cal. P.U.C. are available for public inspection.

TEMPORARY SERVICE

Temporary service or service to speculative projects will be provided if consistent with the best interest of Teleconnect. Rates and conditions for such service will be those published in this catalog schedule. Any customer paying the normal subscription fees shall be eligible to utilize the service.

From time to time Telecom*USA may provide certain special, temporary promotional offerings to its customers. These offerings may be limited to certain dates, times and locations.

RULE NO. 14 – CONTINUITY OF SERVICE

GENERAL

Teleconnect offers its services 24 hours a day, seven days a week, 365 days a year.

LIABILITY

a. Limitation. The liability of Teleconnect for damages to any party arising out of mistakes, omissions, interruption, delays, errors, or defects in transmission occurring in the course of furnishing service or facilities shall in no event exceed an amount equivalent to the metered rate charged by Teleconnect for the defective call or, for nonmetered services, the proportionate rate to the customer for the period of service during which mistake, omission, interruption, delay, error, or defect in transmission occurs.

b. Out of Service Conditions. Teleconnect shall make all reasonable efforts to prevent out of service conditions. An out of service condition exists when Teleconnect facilities, either leased or owned, are either not functioning or are malfunctioning such that the customer can complete no interexchange calls on the Teleconnect network or such that the quality of transmission of all calls on the Teleconnect network is degraded below the minimum acceptable standard.

c. Out of Service Adjustment. In the event of an out of service condition which is not due to the negligence or willful act of the customer and which is due to the failure of a Teleconnect-owned or leased facility, a pro rata adjustment will be made of any fixed monthly or annual rates for the service affected by said out of service conditions as follows:

.01 The out of service period will be considered to begin at the time the customer first notifies Teleconnect of the service outage. If, in the judgment of Teleconnect, circumstances prevent a customer from notifying Teleconnect of an out of service condition, the requirement for notification to Teleconnect may be waived, in which case the out of service period will begin with the time at which the out of service condition is first known to Teleconnect.

.02 When the out of service period extends beyond twenty-four (24) hours, the charges for the service affected will be voluntarily adjusted on a pro rata basis for the duration of the service outage.

.03 When an out of service condition continues for a period of less than twenty-four (24) hours,

adjustments for such outages will be made if in the opinion of Teleconnect circumstances so warrant.

d. Customer Equipment. Teleconnect shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission or other injury, which is caused by customer provided equipment or non-Teleconnect services being used in conjunction with Teleconnect service. It shall be the customer's responsibility to ensure that the customer premises equipment is compatible with the service furnished by Teleconnect.

e. Voice Grace Service. Unless an application is specifically guaranteed by Teleconnect, Teleconnect shall not be liable for damages arising out of the use of the Teleconnect network for the transmission of other than voice grade service.

RULE NO. 15 – EMPLOYEE SERVICE

Employees of Teleconnect receive no special rates or discounts.

RULE NO. 16 – SERVICE CONNECTION AND FACILITIES

INTERCONNECTION WITH OTHER CARRIERS

Service furnished by Teleconnect may be connected with services or facilities of another participating carrier or may be provided over facilities solely provided by local utilities and/or interexchange carriers other than Teleconnect. Service furnished by Teleconnect is not part of a joint undertaking with such other carriers.

MAINTENANCE AND REPAIR

a. Customer Liability. The customer shall be responsible for damages to Teleconnect's leased or owned facilities caused by the negligence or willful act of the customer or those using Teleconnect service through the customer. The customer or those using Teleconnect service through the customer may not alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, or permit others to alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, any Teleconnect facilities except upon written consent of Teleconnect.

b. Leased or Owned Facilities. The customer's obligation to Teleconnect is the same whether the facilities involved are Teleconnect-owned facilities or are facilities leased by Teleconnect from another party. If Teleconnect incurs expenses due to the customer's actions which result in damage to or impairment of Teleconnect leased facilities, Teleconnect will pass through to the customer any and all expense which the owner of the facilities imposes on Teleconnect.

c. Limitation on Liability. Teleconnect should have no liability for any damage resulting from actions prohibited under this catalog schedule, including but not limited to:

.01 Lawsuits or other legal action

.02 Damage caused by abnormal voltage

.03 Fire

.04 Medical expense, lost wages, and other expenses for injured personnel

.05 Damage to C.P.E. or inside wiring

.06 Damage to the customer's premise

.07 Any and all other losses suffered by the customer

RULE NO. 17 – MEASUREMENT OF SERVICE

DETERMINATION OF DURATION

.01 Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.

.02 Chargeable time ends when the connection is terminated.

.03 Chargeable time does not include time lost because of faults or defects in the service.

Teleconnect's typical connection is an FGD and therefore, does receive hard-wire voice detection for one plus calls placed over its network.

In those limited cases where hard-wire voice detection is not available, Teleconnect makes use of software voice detection and, therefore, has confidence in our ability to measure usage.

RULE NO. 18 – METER TESTS AND ADJUSTMENT OF BILLS FOR METER ERROR

Rule not applicable.

RULE NO. 19 – SUPPLY TO SEPARATE PREMISES AND RESALE

Rule not applicable.

RULE NO. 20 – LIMITATIONS

AVAILABILITY OF FACILITIES, REQUIREMENTS OF SUPPLIERS

Service is offered subject to the availability of facilities, both leased and owned; the requirements imposed by facility based carriers and their tariffs, and the provisions of this catalog schedule.

FORCE MAJEURE

Teleconnect reserves the right to discontinue furnishing service upon written notice when necessitated by events or circumstances beyond its control or when the customer is using the service in violation of the provisions of the Tariff or in violation of the law.

RULE NO. 21 – USE OF SERVICE FOR UNLAWFUL PURPOSES

The services tariffed are furnished subject to the condition that they will not be used for any unlawful purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If Teleconnect receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it will either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

RULE NO. 22 – AFFILIATIONS

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

RULE NO. 23 – INDEMNIFICATION

INDEMNIFICATION

The customer indemnifies and saves Teleconnect harmless against all claims arising out of any act or omission of the customer in connection with services provided by Teleconnect, including but not limited to:

.01 Claims arising from the content or use of material transmitted over its facilities, including claims for libel, slander, or infringement of copyright.

.02 Claims for infringement of patents arising from the use of Teleconnect services in connection with the facilities, apparatus, or systems of the customer.

RULE NO. 24 – UNAUTHORIZED USE

UNAUTHORIZED USE

Any individual who uses or receives Teleconnect service, other than under the provisions of an accepted application for service and a current customer relationship, shall be liable both for the tariffed cost of the service received and for Teleconnect's costs of investigation and collection.

RULE NO. 25 – RESERVED FOR FUTURE USE

RULE NO. 26 – RESERVED FOR FUTURE USE

RULE NO. 27 - BACKBILLING PROCEDURE

A bill shall not include any previously unbilled charge for service furnished prior to three (3) months immediately preceding the date of the bill.

The following are exceptions which would allow backbilling beyond the prior three months:

1) Collect Calls

2) Credit Card Calls

3) Third Party Calls

4) "Error File" Calls (calls which cannot be billed due to the unavailability of complete billing information to the LEC).

14) Backbilling for a period of one and one-half (1-1/2) years will be permitted in cases involving toll fraud.

RULE NO. 28 – CANCELLATION AND RESTORATION OF SERVICE

A. CANCELLATION

1. CANCELLATION OF SERVICE BY A CUSTOMER

.01 If a customer cancels his order for service before the service begins, before completion of the minimum period or before completion or some other period mutually agreed upon by the customer and MCI, a charge will be levied upon the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by MCI and not fully reimbursed by installation and monthly charges. If, based on an order by a customer, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by the customer.

.02 If an order for installation is delayed for more than 30 days beyond the due date, and such delay is not requested or caused by the customer, the customer may cancel the order without incurring cancellation charges.

2. CANCELLATION FOR CAUSE BY MCI

.01 MCI may discontinue the furnishing of any and/or all service(s) to a customer, without incurring any liability:

.011 Immediately and without notice if MCI deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, MCI may discontinue service pursuant to this sub-section A.2.011 if:

.0111 The customer refuses to furnish information to MCI regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or

.0112 The customer provided false information to MCI regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of MCI service(s); or

.0113 The customer states that it will not comply with a request of MCI for security for the payment for service(s) in accordance with Rule No. 7; or

.0114 The customer has been given written notice by MCI of any past due amount, which remains unpaid in whole or in part, for any of MCI's other common carrier communications services to which the customer either subscribes or had subscribed or used; or

.0115 The customer either (1) accesses MCI service by dialing 1010222, or any other MCI carrier identification code, or (2) having (T) presubscribed to MCI's Dial "1" Long Distance Service (Option A), has had its account(s) canceled and has been removed from MCI's billing system and is being billed for its subsequent use of MCI's network by the local exchange carrier, and either refuses to pay when billed for MCI service(s) or

indicates to MCI or its billing entity that it will not pay for MCI services(s) used by it.

RULE NO. 29 – USE OF SERVICE FOR RESIDENTIAL AND SMALL BUSINESS CUSTOMERS

1. Effective February 1, 2009, the Company will no longer offer long distance service to new customers in areas in which local exchange service is provided by any subsidiary or affiliate of Verizon not subject to this tariff. Customers currently subscribed to Company service will no longer be able to move, add to, or change the service to which they are subscribed, except that customers may switch to a different Company service for which they are eligible if they wish. All residential and small business end users will continue to be able to access the Company network and will be subject to this tariff on a non-presubscribed basis, e.g. collect calling, "dial around" services, or where their local exchange carrier installs the Company as the long distance PIC without the customer directly signing up with the Company for any calling plan.