FIDELITY CABLEVISION, LLC dba SPARKLIGHT
INTERSTATE TERMS AND CONDITONS

APPLICATION OF DOCUMENT

This document contains the regulations applicable to the provision of interexchange telecommunications services, in the Missouri CLEC exchanges, by Fidelity Cablevision LLC dba Sparklight for the use of Customers transmitting messages between and among domestic points within the United States as specified herein, subject to the jurisdiction of the Federal Communications Commission ("Commission"). By accepting Company's service, you (the "Customer") agree to the terms and conditions set forth herein. Company may modify these Terms and Conditions upon advance written notice to the customer.

This document is available for public inspection at www.sparklight.com.

SECTION 1 – ABBREVIATIONS AND TECHNICAL TERMS

Abbreviations

CNMI - Commonwealth of Northern Mariana Islands

CPE - Customer Premises Equipment

LATA - Local Access and Transport Area

LEC - Local Exchange Carrier

MTS - Message Telecommunications Service

NSF - Non-sufficient funds

PBX - Private Branch Exchange

USVI - U. S. Virgin Islands

V&H- Vertical and Horizontal Coordinates

Definitions

Application for Service - a standard order form which includes all pertinent billing, technical and other descriptive information which will enable the carrier to provide the communication service.

Authorization Code - a numerical code, one or more of which are assigned to a Customer to enable a reseller to identify use of service on its account and to bill the Customer accordingly for such service. Multiple authorization codes may be assigned to a Customer to identify individual users or groups of users on its account.

Authorized User - a person, firm, corporation or other entity authorized by the Customer to receive or send communications.

Automatic Dialing Device - an apparatus provided by the carrier which, when attached to Customer's telephone equipment, dials the carrier's facilities, emits an authorization code, and forwards the called number to the carrier's facilities.

Available Usage Balance - The amount of usage remaining on a Customer Account at any particular point in time. Each Customer Account has an Initial Account Balance which is stated in either U.S. dollars or Call Units, depending on the type of service. The Available Balance is Depleted by the appropriate dollar amount or number of Call Units, respectively, based on the actual usage of the Company's service.

Bandwidth - the total frequency band allocated for a channel.

Busy Hour - the two consecutive half hours during which the greatest volume of traffic is handled.

Call Unit - A Call Unit is a measurement of usage, such that a specified quantity of Call Units equate to one minute of usage. For example, one Call Unit may equate to one minute of interstate usage, while several Call Units may equate to one minute of international usage. Call Units are depleted on a per-call, real time basis.

Cancellation of Order - a Customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - Fidelity Cablevision LLC dba Sparklight, unless specifically stated otherwise.

Company - Fidelity Cablevision LLC dba Sparklight, sometimes referred to as "carrier."

Completed Calls - calls answered at the distance end. If a Customer is charged for an incomplete call, the Company will issue a one minute credit upon the Customer's request.

Continental United States - 48 contiguous states, including Washington, D.C.

Custom Account Coding - key, legend or table created by the Customer for a unique project or account numbers for its private use.

Customer - the person, firm, corporation or other entity that orders or uses service and is responsible for payment of the rates and charges under a contract or this document.

Customer Premises Equipment - communications equipment located at the Customer's premises. Such equipment may be provided by the Customer or by The Company.

Dedicated Port - a port on reseller's switch which is dedicated, at extra charge, to Customer's exclusive use, and which is connected to the Customer's premises by a private line furnished by the Customer or the Customer's serving local exchange Company.

Delinquent or Delinquency - an account for which a bill or payment agreement for services or equipment has not been paid in full on or before the due date. Amounts due and unpaid after the due date may be subject to a late payment charge.

Depletion - Reductions in the Available Balance based on usage of the Customer Account. Depletion of Dollar-Based service occurs on a real time basis at the documented per minute rates contained herein. Depletion of Unit-Based service occurs on a real time basis at the documented number of Call Units per minute contained herein.

Disconnect - to render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Dollar-Based Accounts - Service where the Initial Balance and Available Balance is expressed in U.S. dollars. The rates per minute contained in this document are expressed in U.S. dollars.

Excessive Call Attempt - a Customer attempt to call over the carrier's network using an invalid authorization code during a measured 15 minute period, within which 10 or more incomplete call attempts are made by the Customer from the same Customer line, and where those attempts do not complete because the Customer has not used a valid authorization code.

Initial Account Balance - The Available Balance of a Customer Account upon issuance of an Account Code and before any Depletion for call activity. The Initial Account Balance is expressed in either U.S. Dollars or in Call Units.

Interexchange Utility - a utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

Local Distribution Area - metropolitan locations served by the Company which have been defined by the local exchange telephone Company as a local calling area under its local exchange tariff.

Measured Use Service - the provision of long distance measured time communications telephone service to Customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the Customer or otherwise provided at its own expense (the Customer is responsible for arranging for the access line).

Message - a completed telephone call by a Customer or end user.

Network Terminal - any location where the Company provides services described herein.

Normal Business Hours - the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Personal Account Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network which identifies the Debit Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

Rate - money, charge, fee or other recurring assessment billed to Customers for services or equipment.

Physical Change - the modification of a circuit, dedicated access line, or port at the request of the Customer requiring an actual material change.

Premises - 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.

Renewal - A method of replenishing the Available Balance with additional quantities as authorized and paid for by the Customer. Renewal of Available Balances may be limited by the amount or the class of service.

Routing Function - terminating number for toll free service may be designated by time of day, day of the week, region of originating ANI or percentage of calls.

Suspension - temporary disconnection or impairment of service which disables either outgoing or incoming toll communications services provided by the Company.

Speed Number - a signaling arrangement by which a Customer may elect to dial a pre-programmed four-digit number in place of a designated ten-digit number.

Terminal Equipment - telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system.

Toll Free Service - a service that provides long distance calling to a predesignated destination where charges are the responsibility of the call terminated party.

United States - the forty-eight contiguous states, the District of Columbia, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, and the Commonwealth of Northern Mariana Islands (CNMI).

Validated Account Codes - account codes that have restricted access.

SECTION 2 – TERMS AND CONDITIONS

Undertaking of the Company

- The Company provides long distance message telecommunications service to Customers for their direct transmission of voice, data and other types of telecommunications.

- Communications originate when the Customer accesses the Company directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.

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

Limitations on Service

- Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this document.

- The Company reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the Customer is using the service in violation of the provisions of this document or in violation of the law.

- To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this document, this document shall prevail.

- Title to all equipment provided by the Company under this document remains with the Company.

- The Customer may not transfer or assign the use of service provided under this document except with the prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption in the use or location of the service, and all regulations and conditions contained in this document, as well as all conditions for service, shall apply to all such permitted assignees or transferees.

- Customer may request Carrier to assign one or more sub-accounts for billing purposes, and to direct sub-account invoices to Customer's affiliates or other designated entities for payment. Such requests shall not affect the liability of the Customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by Customer, whether invoiced by the Company to the Customer, the Customer's affiliates, or other designated entities.

Use of Service

- Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the Customer, except where the Customer is a duly authorized and regulated common carrier.

Limitation of Liability

- In view of the fact that the Customer has exclusive control of its communications over the facilities furnished by the Company, and other uses for which facilities may be furnished by the Company, and because of the unavoidableness of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the regulations and limitations specified herein.

- The Company's failure to provide or maintain facilities under this document shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control, subject to the interruption allowance provisions under this document.

- Defacement of premises - No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.

- Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this document. With respect to any other claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the Customer's premises and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in

connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

- The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this document. With respect to any other claim or suit, by a Customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the Customer under this document as an allowance for interruptions. However, any such mistakes, omission, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the Customer, or authorized user, or joint user, or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

- The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

- The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Account Codes issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer.

- The Company shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a Debit Account provided to a Customer before or after the expiration date assigned to each Debit Account.

Interruption of Service

- If a Customer's service is interrupted other than by the negligence or willful act of the Customer, and it remains out of order for two normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the monthly

recurring charges (but not for per minute or per call charges) for the period of hours and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.

- A credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of the channels, equipment, and/or communications systems provided by the Customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify the carrier of any interruption in service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by or within the Customer's control and is not in wiring or equipment connected to the carrier terminal.

Restoration of Service

- The use and restoration of service in emergencies shall be in accordance with the Part 64, Sub-part D of the Federal Communications Commission's rules and Regulations which specifies the priority system for such activities.

Customer Responsibility

- All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes additional responsibilities. All Customers are responsible for the following:

  - The Customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of the Company's regulations governing the service. The Customer is also responsible for assuring that its users comply with regulations.

  - When placing an order for service, the Customer must provide:

    - The names and addresses of the persons responsible for the payment of service charges, and

    - The names, telephone numbers, and addresses of the Customer contact persons.

  - The Customer must pay the Company for the replacement or repair of the Company's equipment when the damage results from:

    - The negligence or willful act of the Customer or user;

    - Improper use of service; and

    - Any use of equipment or service provided by others.

  - After receipt of payment for the damages, the Company will cooperate with the Customer in prosecuting a claim against any third party causing damage.

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

Deposits

- Based upon its review of applicable credit information, Company reserves the right to collect a deposit, or obtain other forms of security, from a Customer prior to providing service.

Credit Allowance

- Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by the Company.

  - Credit allowances for failure of service or equipment starts when the Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer.

    - The Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by the Customer or in wiring or equipment connected to the terminal.

    - Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:

    1. Interruptions of service resulting from the Company performing routine maintenance;

    2. Interruptions of service for implementation of a Customer order for a change in the service;

    3. Interruption caused by the negligence of the Customer or an authorized user;

    4. Interruptions of service because of the failure of service or equipment due to the Customer or authorized user provided facilities.

Cancellation by Customer

- If a Customer orders services requiring special equipment and/or facilities dedicated to the Customer's use and then cancels its order before the service begins, before a completion of the minimum period mutually agreed upon by the Customer and the Company, a charge will be made to the Customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided the non-recoverable cost of such construction shall be borne by the Customer.

Payment and Charges for Services

- Charges for service are applied on a recurring and nonrecurring basis. Service is provided and billed on a monthly basis. Service continues to be provided until disconnection is requested by the Customer in writing, or until canceled by the Company pursuant to this document.

Payment of Charges

- Payment will be due upon receipt of the statement. Residential Customers shall have at least twenty-one (21) days from the rendition of the bill to pay the charges stated thereon. A late payment charge of 1.5% applies to all non-residential overdue balances.

- The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

- Toll service may be denied or discontinued by the Company for non-payment of past due or delinquent amounts due the Company. Restoration of service will be subject to all applicable installation charges. Disconnection may not occur before thirty (30) days from invoice and the Company will give ten (10) days written or verbal notice before any disconnection can occur.

Application of Rates

- The rates for service are those in effect for the period that service is furnished.

Responsibility of the Company

Calculation of Credit Allowance

- Under the limitations of section 2, when service is interrupted the credit allowance will be computed on the following basis.

- No credit shall be allowed for an interruption of less than two hours.

- The Customer shall be credited for an interruption of two hours or major fraction thereof that the interruption continues.

- Where there has been an outage, and a minimum usage charge applies, and the Customer fails to meet the minimum usage, a credit shall be applied against that minimum. The credit shall equal 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues.

Cancellation of Credit

- Where the Company cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.

Disconnection of Service by the Company

- Upon ten (10) days written notice, the Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

  - Non-payment of any sum due to the Company for service for more than thirty days beyond the date of rendition of the bill for such service;

  - Violation of any regulation governing the service under this document;

  - Violation of any law, rule, or regulation of an government authority having
  - jurisdiction over the service; or

  - The Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

  - Customer uses equipment is such a manner as to adversely affect the Company's equipment or service to others.

  - When the Available Balance for Debit Account is depleted to a level insufficient to place a one-minute call to the location of least cost.

  - When the established expiration date of the Debit Account is reached.

Fractional Charges

- Charges for a fractional part of a month (which follows a full month) are calculated by counting the number of days remaining in the billing period after service is furnished or has been discontinued. The number of days remaining in the billing period are counted starting with the day after the service was furnished or discontinued. Divide that figure by thirty days. The resultant fraction is then multiplied by the monthly charge to arrive at the fractional monthly charge.

Insufficient Fund Checks

- Customers will be charged $25.00 on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g. a bank error).

Taxes and Fees

- All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this document, but shall be listed as separate line items on the Customer's bill.

- To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

- Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.

- The Company may adjust its rates or impose additional rates on its Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's services.

SECTION 3 - DESCRIPTION OF SERVICES

Timing of Calls

- The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when the either party hangs up. If the called station hangs up but the calling station does not, chargeable time ends when the connection is released by automatic timing equipment within the telecommunications network.

- No charges apply if a call is not completed.

Start of Billing

- For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this document.

Interconnection

- Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other carriers. Any special interface equipment of the Company and other participating carriers shall be provided at the Customer's expense. Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for inter connecting its Customer-provided terminal equipment or communications systems with the Company's. The Customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

Terminal Equipment

- The Company's service may be used with or terminated in Customer provided terminal equipment or Customer provided communication systems, such as teleprinter, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at its premises, including Customer personnel, wiring, electrical power, and the like incurred in its use of the Company's service.

- The Customer shall ensure that its terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the Customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other Customers.

- If the Customer fails to maintain and operate its terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment or personnel, or impairment to the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety of service, the Company may, upon written notice, terminate the Customer's service.

Minimum Call Completion Rate

- The Customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D (1+) services. The Company will engineer its switching systems on the basis that ninety-nine percent (99%) of the Customers accessing their system will be served during the busy hour.

Special Service Arrangements

- Special Service Arrangement charges will be based on the estimated cost of furnishing such services including the cost of operating and maintaining such a service, the cost of equipment and materials used in providing such a service, the cost of installation including engineering, labor supervision, transportation, and the cost of any other specific item associated with the particular Special Service Arrangement request.

SECTION 4 - RATES AND CHARGES

PAY Telephone (Payphone) Surcharge

- A surcharge shall be assessed for each call made from a pay telephone using the Company's long distance service, when the pay telephone provider is not otherwise compensated for the use of the instrument. This charge is to compensate the Company for the Federal Communications Commission assessment which is paid by the Company to pay telephone service providers for the use of their pay telephone instruments.

Universal Service Fund Fee (USF)

- The Company will assess all Customers a Universal Service Fund Fee which recovers the Company's contributions to federal programs which support universal service in high cost areas and low income users of telecommunications and assist schools, libraries and rural health care facilities to obtain telecommunications and information services. Universal Service Subsidy fees are subject to periodic adjustment.

Directory Assistance

- A Directory Assistance charge applies per call for telephone numbers, area codes, and/or general information requested from the Directory Assistance operator. Customers may receive up to two numbers per request. No call allowance applies. A Call Completion charge applies for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number. Call Completion is available where technically feasible. The charge applies whether or not the operator furnishes the number(s), area code(s), or other information.

Carrier Cost Recovery Charge

- A monthly service charge, referred to as a Carrier Cost Recovery Charge, will be applied to each residential or business line presubscribed to the company's long distance service. The charge applies to all plans regardless of other billable charges, and it does not contribute towards any applicable minimum monthly charge.

Residential and Small Business Direct Dial Service- Distance and Time-of-Day Sensitive Option (for all domestic calls except those originating from or terminating to Guam and CNMI

This rate plan is the default plan for Residential and Business Customers who do not choose a calling plan option. The rate tables are located in the Fidelity Long Distance P.S.C. Missouri No. 1 Tariff.

Residential Direct Dial Service

Direct Dial Service is an outbound calling service designed for use from standard Customer-provided switched access lines. This service is available where technically feasible. The following rates apply when the person originating the call dials the telephone number desired and completes the call, and the call is billed to the calling station. Service is billed in sixty (60) second increments with an initial minimum period of one (1) minute. Where applicable, only one Minimum Monthly Charge applies for both interstate and intrastate usage using the Company's service.

Residential Unlimited Long Distance

The "Unlimited" plan is available to residential phone customers only, and it covers residential direct dialed interstate and intrastate calls only. The "Unlimited" plan does not include International calls (rates vary based on country called), calling card calls, directory assistance or operator services. This plan is not to be used for toll access to the Internet, commercial, telemarketing or other non-residential purposes.

Furthermore, the Monthly Charge can only be applied to one phone line (if a residential customer wants the plan to apply to a second line, he must pay a second Monthly Charge).

Customers who use this plan for non-residential purposes shall forfeit eligibility for rates under this plan, and those customers continuing to presubscribe to the Company will be moved to the rates under the Flat rate plan.

Toll Free (8XX) Service

Toll Free Service is available to business and residential Customers for incoming calls. Calls originate from any interstate location, where service is available, over an 8XX number and terminate to a Customer-provided residential or business switched access line. Call charges are billed to the Customer rather than to the originating caller. Calls are billed in full minute increments. A monthly service charge applies per inbound line.

Toll Free Service rates apply when the person originating the call dials the 8XX telephone number desired and completes the call, and the call is billed to the called station.

Section 5 - Promotions

General

- At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this document. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

Section 6 - Miscellaneous Provisions

Notice

- Written notice to Customer is sent to Customer's last known address in Company's invoicing records. Notice shall be deemed given 3 days after postmarked.

Waiver of Trial by Jury

- Customer and Company waive their respective rights to a trial by jury of any and all claims or causes of action (including counterclaims) related to or arising out of these Terms and Conditions brought by either party against the other. Any claim or cause of action will be tried by a court trial without a jury. The waiver applies to these Terms and Conditions as amended or modified.

Choice of Law: Jurisdiction

- These Terms and Conditions are covered by and construed under the laws of the State of Missouri without regard to choice of law principles.

Waiver of Class Actions

- All claims between Customer and Company related to these Terms and Conditions will be litigated individually and Customer may not consolidate or seek class treatment for any claim, unless previously agreed to in writing by Customer and Company. This waiver applies to these Terms and Conditions as amended or modified, and survives termination of service under these Terms and Conditions.

Severability

- If any part of these Terms and Conditions is held invalid or unenforceable, the rest of these Terms and Conditions shall remain in full force and effect unless Company's obligations hereunder are materially impaired.

Waiver

- If either Customer or Company does not enforce any right or remedy available under these Terms and Conditions, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Company's waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend these Terms and Conditions.

Headings

- Section headings are for descriptive purposes only and are not used to interpret these Terms and Conditions.

Entire Terms and Conditions

- These Terms and Conditions (including any referenced documents and attachments) make up the entire terms and conditions between Customer and Company and replace all prior written or spoken terms and conditions, representations, promises or understandings between Customer and Company.