

North Dakota Long Distance, LLC

- *LONG DISTANCE SERVICES AGREEMENT*
- *PRODUCT OFFERINGS with RATES,*
TERMS & CONDITIONS CURRENTLY EFFECTIVE

NORTH DAKOTA LONG DISTANCE, LLC SERVICES AGREEMENT

This Services Agreement ("Agreement") governs the rates, terms and conditions for intrastate, interstate and international long distance services ("Services") provided by North Dakota Long Distance, LLC ("Company"). Intrastate long distance service is a service involving a telephone call which both originates and terminates in the same state (also referred to as an "in-state" call). Interstate long distance service is a service involving a telephone call originating in one state and terminating in another state (also referred to as a "state-to-state" call). International long distance service is a service involving a telephone call originating in one country and terminating in another country. As used in this Agreement, "you" and "your" refer to the customer using or paying for the Service.

This Agreement incorporates by reference the rates, terms and conditions included in the North Dakota Long Distance, LLC Rates, Terms and Conditions Document ("RTC Document") which is available at the Company's office at 211 22nd Street NW, Devils Lake, North Dakota, 58301, and on the company's web site located at www.ndld.com.

BY USING ANY SERVICES PROVIDED BY THE COMPANY, YOU ACCEPT THE RATES, TERMS AND CONDITIONS INCLUDED IN THIS AGREEMENT AND THE INCORPORATED RTC DOCUMENT AS A BINDING AGREEMENT BETWEEN YOU AND THE COMPANY. YOU MAY TERMINATE THIS AGREEMENT AT ANY TIME BY PROVIDING NOTICE TO THE COMPANY AS PROVIDED HEREIN. The Company has customer service representatives available between the hours of 8:00 a.m.-5:00 p.m. CST, Monday-Friday, to assist you with any questions regarding this Agreement or current Services provided to you. A Company representative can be reached during these hours by dialing 701-662-7350 or toll-free at 1-800-597-6353.

1. RATES. You agree to pay the Company for the Services at the rates and charges listed in the RTC Document. The Company will apply the rates and charges for Services provided to you as described in the RTC Document.

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2. CHANGES IN RATES, TERMS AND CONDITIONS. The Company may change this Agreement, including the incorporated RTC Document, from time to time. Changes in rates, terms and conditions are effective no sooner than fifteen (15) days after the Company posts the modifications to the RTC Document on its web site. The Company will also notify you of increases by bill message, bill insert or other reasonable commercial method at least fifteen (15) days prior to the effective date for the increases. Advance notice does not apply to increases in taxes and other charges described in Section 4 below. The Company may decrease rates and charges without providing advance notice. **USE OF THE COMPANY'S SERVICES AFTER THE FIFTEEN (15) DAY NOTICE PERIOD SHALL BE CONSTRUED AS YOUR CONSENT TO THE CHANGED RATES, TERMS AND CONDITIONS OF THIS AGREEMENT.**

3. PAYMENTS. You must pay all bills or invoices for Services from the Company on or before the due date. Terms and conditions applicable to payment are contained in the RTC Document. The RTC Document contains a late payment provision indicating that if payment is not received by the Company within thirty (30) days after the due date of the bill, a late charge of 1.50% will be applied to all amounts past due.

4. TAXES AND OTHER CHARGES. In addition to payment for Services, you must pay all taxes, fees, surcharges and other charges that the Company bills you related to Services. Taxes and surcharges will be in the amounts that federal, state and local authorities require the Company to bill you. The Company will not provide you advance notice of changes to taxes and surcharges, except as required by applicable law.

5. TERMINATION OR DENIAL OF SERVICES BY THE COMPANY. In the event of non-payment of any bill forwarded by the Company to you, the Company may, after written notice, suspend or cancel your Services. Also, the Company may, immediately and without notice to you, and without liability of any nature, temporarily deny, suspend or terminate your Services for the following reasons:

a. Should you or your agent: (i) willfully damage the Company's equipment, interfere with use of the Company's Services by other customers of the Company; (ii) unreasonably place capacity demands upon the Company's facilities or Services; (iii) violate any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (iv) otherwise fail to comply with the provisions of this Agreement or applicable law; or

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**5. TERMINATION OR DENIAL OF SERVICES BY THE COMPANY
(Cont'd)**

b. Should you become insolvent, the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seek protection or relief from creditors in a formal legal proceeding after a filing for such relief, or execute an assignment for the benefit of creditors; or

c. Should the Company determine that any Services provided are being used in an abusive, fraudulent or illegal manner, whether by you or your agent.

d. The Company reserves the right to withdraw any Service or to modify the terms and conditions for a Service if changes occur, including regulatory changes, that either affect the availability of network elements to the Company, or the terms and conditions under which they are obtained. This is in addition to the Company's rights under Section 2 of this Agreement to suspend or cancel the Services.

6. INDEMNIFICATION. YOU AGREE THAT THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS AGAINST THE COMPANY ARISING FROM YOU OR YOUR AGENT'S USE OF THE SERVICES. FURTHER, YOU AGREE TO REIMBURSE THE COMPANY FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON THE COMPANY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL CONTINUE TO APPLY AFTER THIS AGREEMENT ENDS.

7. LIMITATION OF THE COMPANY'S LIABILITY. The following provisions shall govern the extent of liability of the Company for any claims relating to Services provided by the Company:

a. The liability of the Company for damages resulting in whole or in part from mistakes, omissions, interruptions, delays, errors or other defects in the Services provided shall not exceed the Company's billed charges for the specific call, or portion thereof, which was affected. No other liability shall attach to the Company;

b. Neither the Company nor its officer, agents, or employees shall be liable for indirect, incidental, special or consequential damages; and

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7. LIMITATION OF THE COMPANY'S LIABILITY (Cont'd)

c. The Company shall not be liable for any interruption, failure or degradation of Services due in whole or in part to causes beyond the Company's control, including, but not limited to: (i) acts of God, fires, flood or other catastrophes; (ii) any law, order, regulation, directive, action or request of any instrumentality of the United States Government, or of any foreign, state or local government; (iii) any national emergency, insurrection, riot, war, strike or labor difficulty; (iv) any act or omission by any unrelated carrier or other entity effecting the facilities or equipment over which the Company's Services are provided; (v) any negligence by the customer or defects or failures of the customer's equipment; and (vi) any negligent acts or omissions of third parties.

8. WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THE COMPANY MAKES NO EXPRESS WARRANTY REGARDING THE SERVICES AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. BILLING DISPUTES. If you believe you have been billed by the Company in error, you must contact the Company within sixty (60) days of the date of the bill which contains the disputed charge. Refunds or adjustments will not be issued for any charge that is more than sixty (60) days old at the time you notify the Company. You may withhold from payment to the Company the disputed portion of any bill pending resolution of the dispute. You must pay all non-disputed charges on the bill by the due date indicated on the bill. The Company will notify you of the results of its inquiry, and either adjust the billing, issue a credit, or notify you that all or a portion of the disputed amount is still owed. You will be required to pay such amount within fifteen (15) days thereafter, and if you fail to pay this amount within the time required, your account will be deemed past due, and your Services will be subject to termination under Section 5 above. Any payments you withhold pending resolution of the dispute may be subject to a late payment charge.

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10. MISCELLANEOUS.

a. Entire Agreement. This Agreement (which incorporates by reference the RTC Document) constitutes the entire agreement between the Company and you and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral. This Agreement can be amended only as provided in Section 2 above. No written or oral statement, advertisement, or Services description not expressly contained in this Agreement will be allowed to contradict, explain, or supplement this Agreement. Neither you nor the Company is relying on any representations or statements made by the other party.

b. Notices. Notices from you to the Company must be provided as specified in this Agreement. Notice from you to the Company made by calling the Company is effective as of the date that the Company records show that the Company received your call. The Company's notice to you under this Agreement with respect to changes in rates, terms and conditions will be provided as described in Section 2 above. The Company's notice to you under this Agreement for matters other than changes in rates, terms and conditions will be provided by one or more of the following: posting on our web site, recorded announcement, bill message, bill insert, newspaper advertisement, postcard, letter, or call to your billed telephone number.

c. No Third Party Rights. This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

d. Captions. The captions on the paragraphs and subparagraphs of this Agreement are inserted only for the purpose of convenient reference. The captions shall not be used to construe or interpret this Agreement nor to prescribe the scope of intent of this Agreement.

e. Assignment. The Company may assign all or part of its rights or duties under this Agreement without notifying you. You may not assign this Agreement or the Services provided under this Agreement without the Company's prior written consent.

f. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect its other provisions. This Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

g. Governing Law. This Agreement shall be governed by the laws of the State of North Dakota. Any court proceedings or litigation arising out of or pertaining to this Agreement shall be venued in State District Court in Ramsey County, North Dakota.

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

NORTH DAKOTA LONG DISTANCE, LLC

FOR INTERSTATE , INTERNATIONAL AND INTRASTATE LONG DISTANCE SERVICES
AS PROVIDED FOR HEREIN.

JULY 31, 2001

LONG DISTANCE SERVICES

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LONG DISTANCE SERVICES

1. General1.1 Application of Rates, Terms and Conditions

- 1.1.A The rates, terms and conditions contained within this document, hereinafter referred to as "Rates, Terms and Conditions," are applicable to the provision of Interstate Long Distance Service, International Long Distance Service, and Intrastate Long Distance Service in the states of North Dakota, South Dakota, and Montana hereinafter collectively or individually referred to as "Service", by North Dakota Long Distance, LLC, hereinafter referred to as the "Company", as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions. By accepting Service from the Company, the Customer accepts these Rates, Terms and Conditions as a binding agreement between the Customer and the Company.
- 1.1.B These Rates, Terms and Conditions are incorporated by reference in the North Dakota Long Distance, LLC Long Distance Services Agreement (Long Distance Services Agreement). The Long Distance Services Agreement and the Rates, Terms and Conditions together comprise the rates, terms and conditions applicable to provision of Interstate Long Distance Service, International Long Distance Service and Intrastate Long Distance Services in the states of North Dakota, South Dakota, and Montana by the Company. A copy of the Long Distance Service Agreement is attached at the beginning of this Rates, Terms and Conditions document. In the event there is a conflict between terms and conditions in the Long Distance Services Agreement and the Rates, Terms and Conditions, the Long Distance Services Agreement shall apply.
- 1.1.C The Company may change the Long Distance Services Agreement, including the incorporated Rates, Terms and Conditions, from time to time. Changes in rates, terms and conditions are effective no sooner than fifteen (15) days after the Company posts the modifications to the Long Distance Services Agreement or Rates, Terms and Conditions on its web site. The Company will also notify Customers of increases by bill message, bill insert or other reasonable commercial method at least fifteen (15) days prior to the effective date for the increases. Advance notice does not apply to increases in taxes and other charges described in Section 2.5.C of the Rates, Terms and Conditions. The Company may decrease rates and charges without providing advance notice. Use of the company's services after the fifteen (15) day notice period shall be construed as Customer's consent to the changed rates, terms and conditions of this agreement.
- 1.1.D The provision of such Service by the Company as set forth in these Rates, Terms and Conditions does not constitute a joint undertaking with the Customer for the furnishing of any Service.

LONG DISTANCE SERVICES

1. General (Cont'd)1.1 Application of Rates, Terms and Conditions

- 1.1.E Intrastate Long Distance Service provided under the Rates, Terms and Conditions are limited to calls originating and terminating within the same state in the states of North Dakota, South Dakota, and Montana. The Rates, Terms and Conditions contained herein are not applicable to Intrastate Long Distance Service for calls originating and terminating within the same state in the state of Minnesota. The Company provides Intrastate Long Distance Service for calls both originating and terminating in Minnesota under M.P.U.C. Tariff No. 1 filed with the Minnesota Public Utilities Commission. Notwithstanding the inapplicability of the Rates, Terms and Conditions to Minnesota Intrastate Long Distance Services, the rates for certain Interstate Long Distance Services may be the same as rates for the corresponding Intrastate Long Distance Service offered under tariff.

LONG DISTANCE SERVICES

1. General (Cont'd)1.2 Definitions

Certain terms used throughout these Rates, Terms and Conditions are defined as follows:

1.2.A Access Code

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

1.2.B Application for Service

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

1.2.C Automatic Number Identification (ANI)

The term "ANI" (automatic number identification) refers to the delivery of the calling party's billing number by a local exchange carrier to any interconnecting carrier for billing or routing purposes and to the subsequent delivery of such number to end users (as defined for purposes of the FCC's Part 64, Subpart P, calling party telephone number, §§64.1600 through 64.1604). These Rates, Terms and Conditions also utilize ANI to mean an individual customer telephone number.

1.2.D Billed Party

The person or entity responsible for payment of the Company's service for an Operator Services Call, as follows:

- (1) in the case of a Calling Card or Credit Card call, the holder of the calling card or credit card used by the Customer; and
- (2) in the case of a Collect or Third Party call, the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

1.2.E Calling Card Calls

A call for which charges are billed, not to the originating telephone number, but to a telephone calling card issued either by a local exchange or long distance telephone company for this purpose.

1.2.F Calling Card Service

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

LONG DISTANCE SERVICES

1. General (Cont'd)1.2 Definitions (Cont'd)1.2.G Call Splashing

The transfer of a telephone call from one provider of operator services to another such provider in such a manner that the subsequent provider is unable or unwilling to determine the location of the origination of the call and, because of such inability or unwillingness, is prevented from billing the call on the basis of such location.

1.2.H Collect Call

A call for which charges are billed, not to the originating telephone number, but to the destination or termination telephone number.

1.2.I Company

North Dakota Long Distance, LLC, unless the context indicates otherwise.

1.2.J Customer

Any individual, partnership, association, trust, corporation, cooperative or governmental agency or other entity which utilizes the Services provided by the Company. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Rates, Terms and Conditions.

1.2.K Customer Dialed Calling Card Call

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

1.2.L Customer Provided Equipment

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

1.2.M Domestic

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

1.2.N Equal Access

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

LONG DISTANCE SERVICES

1. General (Cont'd)1.2 Definitions (Cont'd)1.2.O FCC

The Federal Communications Commission.

1.2.P International Long Distance Service

International Long Distance Service is a Long Distance Service involving a telephone call originating in one country and terminating in another country. International Long Distance Service includes International Operator Service offered by the Company as provided herein.

1.2.Q International Operator Service

International Operator Service is an Operator Service involving a telephone call originating in one country and terminating in another country.

1.2.R Interstate Long Distance Service

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

1.2.S Interstate Operator Service

Interstate Operator Service is an Operator Service involving a telephone call originating in one state and terminating in another state. The term "state" for purposes of Interstate Operator Service includes all Domestic points including all fifty (50) states and U.S. territories and possessions.

1.2.T Intrastate Long Distance Service

Intrastate Long Distance Service is a Long Distance Service involving a telephone call originating and terminating in the same state (also referred to as a "in-state" call). Company provision of Intrastate Long Distance Service under the Rates, Terms and Conditions is limited to the states of North Dakota, South Dakota, and Montana. Intrastate Long Distance Service includes Intrastate Operator Service offered by the Company as provided herein. The Company provides Intrastate Long Distance Services in Minnesota under M.P.U.C. Tariff No. 1 filed with the Minnesota Public Utilities Commission.

1.2.U Intrastate Operator Service

Intrastate Operator Service is an Operator Service involving a telephone call originating and terminating in the same state. Company provision of Intrastate Operator Service under the Rates, Terms and Conditions is limited to the states of North Dakota, South Dakota, and Montana.

LONG DISTANCE SERVICES

1. General (Cont'd)1.2 Definitions (Cont'd)1.2.V Local Exchange Carrier (LEC)

A telephone company which furnishes local exchange services.

1.2.W Long Distance Service (LDS)

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

1.2.X Operator Service

An Operator Service is a Long Distance Service provided by the Company that includes, as a component, any automatic or live assistance to a Customer to arrange for billing or completion, or both, of the Long Distance Service.

1.2.Y Person-to-Person Calls

A call which is placed under the stipulation that the caller will speak only to a specific called party. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party.

1.2.Z Rates, Terms and Conditions

Rates, Terms and Conditions refers to this document as a whole comprising the rates, terms and conditions applicable to the provision of Services to Customers by the Company.

1.2.AA Service

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

1.2.BB Telecommunications

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

1.2.CC Third Party Calls

A call for which charges are billed, not to the originating telephone number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate, International and Intrastate Long Distance Services**2.1 Undertaking of the Company****2.1.A Scope**

The Company is a carrier providing Interstate Long Distance Service, International Long Distance Service and Intrastate Long Distance Service to Customers for their direct transmission of voice, data and other types of telecommunications within the domestic United States, between points in the domestic United States and international points, as described in these Rates, Terms and Conditions. Intrastate Long Distance Services are limited to originating and terminating points within the states of North Dakota, South Dakota, and Montana.

2.1.B Limitations

2.1.B.1 The services provided pursuant to these Rates, Terms and Conditions are offered subject to the availability of facilities and the other provisions of these Rates, Terms and Conditions.

2.1.B.2 The Company does not undertake to transmit communications or messages, but rather furnishes facilities, Service and equipment for such transmissions by the Customer.

2.1.B.3 The Company retains the right to deny Service to any Customer which fails to comply with the rules and regulations of these Rates, Terms and Conditions, or other applicable rules, regulations or laws.

2.2 Obligations of the Customer

2.2.A All Customers assume general responsibilities in connection with the provision and use of the Company's Service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.

2.2.B The Customer is responsible for the payment of all charges for any and all Services or facilities provided by the Company to the Customer.

2.2.C Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.

2.2.D The Company reserves the right to discontinue the use of any code provided to the Customer and to substitute another code for such Customer's use.

2.2.E The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate, International and Intrastate Long Distance Services (Cont'd)**2.2 Obligations of the Customer (Cont'd)**

- 2.2.F Nothing contained herein, or in any other provision of these Rates, Terms and Conditions, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.
- 2.2.G The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.
- 2.2.H The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for long distance services and/or facilities connecting the Customer and the Company.
- 2.2.I In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of these Rates, Terms and Conditions against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.
- 2.2.J The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:
- 2.2.J.1 Using the Service for any purpose which is in violation of any law.
- 2.2.J.2 Obtaining or attempting to obtain Services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.
- 2.2.J.3 Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.
- 2.2.J.4 Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.
- 2.2.J.5 Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

JULY 31, 2001

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate, International and Intrastate Long Distance Services (Cont'd)2.2 Obligations of the Customer (Cont'd)

2.2.K The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68, and for all maintenance of such equipment and/or facilities.

2.3 Liabilities of the Company

The following provisions shall govern the extent of liability of the Company for any claims relating to Services provided by the Company:

2.3.A The liability of the Company for damages resulting in whole or in part from mistakes, omissions, interruptions, delays, errors or other defects in the Services provided shall not exceed the Company's billed charges for the specific call, or portion thereof, which was affected. No other liability shall attach to the Company;

2.3.B Neither the Company nor its officer, agents, or employees shall be liable for indirect, incidental, special or consequential damages; and

2.3.C The Company shall not be liable for any interruption, failure or degradation of Services due in whole or in part to causes beyond the Company's control, including, but not limited to: (i) acts of God, fires, flood or other catastrophes; (ii) any law, order, regulation, directive, action or request of any instrumentality of the United States Government, or of any foreign, state or local government; (iii) any national emergency, insurrection, riot, war, strike or labor difficulty; (iv) any act or omission by any unrelated carrier or other entity effecting the facilities or equipment over which the Company's Services are provided; (v) any negligence by the customer or defects or failures of the customer's equipment; and (vi) any negligent acts or omissions of third parties.

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate, International and Intrastate Long Distance Services (Cont'd)**2.4 Service Orders**

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

2.4.A Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.

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

2.5 Charges and Payments for Service or Facilities**2.5.A Deposits**

2.5.A.1 The Company may, in order to safeguard its interests, require a Customer to make a suitable deposit or provide a surety bond or letter of credit in the amount of the required deposit as a guarantee of the payment of charges. The Company shall have the right to require the Customer to make a deposit prior to or at any time after provision of any Service, not to exceed three (3) months estimated charges. The Company may increase the amount of the deposit to reflect increases to the Customer's annual bill. The Customer will receive a receipt for the deposit.

2.5.A.2 Any deposit as referred to in this Section shall be held by the Company to secure the payment of the Customer's bill. At the Company's option, the deposit may be refunded or credited to the Customer at any time prior to the termination of Service.

2.5.A.3 Interest will be paid by the Company on all sums held on deposit at the rate established statutorily for customer deposits. The interest will be accrued for the period during which the deposit is held by the Company.

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate, International and Intrastate Long Distance Services (Cont'd)2.5 Charges and Payments for Service or Facilities (Cont'd)2.5.A Deposits (Cont'd)

2.5.A.4 The fact that a deposit is made does not relieve the Customer from making advance payments or from complying with the Company's regulations for the payment of bills in accordance with the terms herein and does not constitute a waiver or modification of the regulations of the Company providing for the discontinuance of Service for nonpayment of any sums due the Company for Service rendered.

2.5.A.5 Upon termination of Service, and assuming deposits of the Customer are not applied as indicated in Section 2.5.A.2, the deposit will be credited to the Customer's account and any credit balance will be refunded after all amounts due the Company have been paid.

2.5.B Description of Payment and Billing Periods

2.5.B.1 Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.

2.5.B.2 When billing functions are performed by a Local Exchange Carrier (LEC), commercial credit card company or others, the payment conditions and requirements of such LEC, commercial credit card company or other entity performing billing functions apply, including any applicable interest.

2.5.B.3 In the event a Local Exchange Carrier, commercial credit card company or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own billing and collection procedures which shall be consistent with all applicable statutes, rules and regulations.

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate, International and Intrastate Long Distance Services (Cont'd)2.5 Charges and Payments for Service or Facilities (Cont'd)2.5.C Taxes and Other Charges

In addition to payment for Services, Customer must pay all taxes, fees, surcharges and other charges that the Company bills Customer related to Services. Taxes and surcharges will be in the amounts that federal, state and local authorities require the Company to bill Customer. The company will not provide advance notice of changes to taxes and surcharges, except as required by applicable law. All such taxes and charges shall be separately shown and charged on bills rendered by Company or its billing agent.

2.5.D Payment and Late Payment Charge

2.5.D.1 Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due.

2.5.D.2 Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.

2.5.D.3 Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.D.1. Restoration of Service will be subject to all applicable installation charges.

2.5.E Returned Check Charge

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

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate, International and Intrastate Long Distance Services (Cont'd)2.5 Charges and Payments for Service or Facilities (Cont'd)2.5.F Credit Allowance/Service Interruptions

- 2.5.F.1 Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- 2.5.F.2 Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
- 2.5.F.3 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 Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
- 2.5.F.4 Only those portions of the Service or equipment operation disabled will be credited.
- 2.5.F.5 Any credit provided to the Customer under these Rates, Terms and Conditions shall be determined in accordance with the provisions of Section 2.5.G.

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate, International and Intrastate Long Distance Services (Cont'd)2.5 Charges and Payments for Service or Facilities (Cont'd)2.5.G Service Interruption Measurement

2.G.H.1 In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all Service charges billed by the Company for Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.

2.5.G.2 A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

2.6 Termination or Denial of Service by the Company

In the event of non-payment of any bill forwarded by the Company to a Customer, the Company may, after written notice, suspend or cancel the Customer's Services. Also, the Company may, immediately and without notice to Customer, and without liability of any nature, temporarily deny, suspend or terminate Customer's Services for the following reasons:

2.6.A Should Customer or Customer's agent: (i) willfully damage the Company's equipment, interfere with use of the Company's Services by other customers of the Company; (ii) unreasonably place capacity demands upon the Company's facilities or Services; (iii) violate any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (iv) otherwise fail to comply with the provisions of this Agreement or applicable law; or

2.6.B Should Customer become insolvent, the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seek protection or relief from creditors in a formal legal proceeding after a filing for such relief, or execute an assignment for the benefit of creditors; or

2.6.C Should the Company determine that any Services provided are being used in an abusive, fraudulent or illegal manner, whether by Customer or Customer's agent.

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate, International and Intrastate Long Distance Services (Cont'd)**2.7 Billing Disputes**

If Customer believes Customer has been billed by the Company in error, Customer must contact the Company within sixty (60) days of the date of the bill which contains the disputed charge. Refunds or adjustments will not be issued for any charge that is more than sixty (60) days old at the time Customer notifies the Company. Customer may withhold from payment to the Company the disputed portion of any bill pending resolution of the dispute. Customer must pay all non-disputed charges on the bill by the due date indicated on the bill. The Company will notify Customer of the results of its inquiry, and either adjust the billing, issue a credit, or notify Customer that all or a portion of the disputed amount is still owed. Customer will be required to pay such amount within fifteen (15) days thereafter, and if Customer fails to pay this amount within the time required, Customer's account will be deemed past due, and Customer's Services will be subject to termination under Section 2.6 above. Any payments Customer withholds pending resolution of the dispute may be subject to a late payment charge.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate, International and Intrastate Long Distance Services3.1 Service Points

3.1.A The Company provides originating Service from domestic points in the United States to domestic points identified in these Rates, Terms and Conditions either for Interstate Long Distance Service or Intrastate Long Distance Service.

3.1.B The Company provides originating Service from domestic points in the domestic United States to international points identified in these Rates, Terms and Conditions.

3.2 Measurements3.2.A Time-of-Day Rate Period

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

3.2.B Availability of Service

The Service is available at the rates listed in Sections 4 , 5 and 6, through subscription to any of the long distance service offerings available from the Company. Each of these offerings utilizes the same rate schedules but have different rates and billing increments for each of the rate schedules.

3.3 Timing of Calls

3.3.A Unless otherwise indicated in these Rates, Terms and Conditions, calls are timed by the Company in six (6) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed domestic call is six (6) seconds, unless otherwise specified. The minimum call duration for a completed intrastate call is six (6) seconds, unless otherwise specified. The minimum call duration for a completed international call is thirty (30) seconds, unless otherwise specified.

3.3.B The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," *i.e.*, upon the seizure of an inbound trunk.

3.3.C The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.

3.3.D There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls which are in progress longer than one minute will be presumed to have been answered.

3.3.E The time of day at the calling party rate center determines what Time-of-Day rate period applies.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate, International and Intrastate Long Distance Services (Cont'd)3.4 Method of Applying Rates

3.4.A Interstate Long Distance Services

3.4.A.1 Calls that begin in one rate period and terminate in another will be billed at the rate applicable for each respective minute of the call.

3.4.A.2 Unless specified otherwise in these Rates, Terms and Conditions, the duration of each call for billing purposes will be rounded off to the nearest higher six (6) second increment.

3.4.B International Long Distance Services

3.4.B.1 Calls that begin in one rate period and terminate in another will be billed for the entire call duration at the rate applicable at the commencement of the call.

3.4.B.2 Unless specified otherwise in these Rates, Terms and Conditions, the duration of each call for billing purposes will be rounded off to the nearest higher thirty (30) second increment.

3.4.C Intrastate Long Distance Services

3.4.C.1 Calls that begin in one rate period and terminate in another will be billed at the rate applicable for each respective minute of the call.

3.4.C.2 Unless specified otherwise in these Rates, Terms and Conditions, the duration of each call for billing purposes will be rounded off to the nearest higher six (6) second increment.

3.5 Promotional Discounts

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

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate, International and Intrastate Long Distance Services (Cont'd)**3.6 Dialed Long Distance Services**

- 3.6.A Dialed Long Distance Services are measured use, full time services and are offered on a monthly basis, utilizing interstate, international and intrastate communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, where available, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer security code.
- 3.6.B Depending upon the service option chosen by the Customer, the charges for the use of such interstate, international and intrastate communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.
- 3.6.C All Customers shall be charged the rates identified in Sections 4, 5 and 6 herein.
- 3.6.D Domestic points include all fifty (50) states and all U.S. territories and possessions as defined in the Communications Act of 1934, and as amended by the Telecommunications Act of 1996, and as further defined by the Federal Communications Commission in their orders.

3.7 Calling Card Service

Calling Card Service permits Customers which have arranged for a Company-issued calling card to make calling card calls throughout the domestic United States, and to and from international points through the use of a specific "1-800" telephone number provided by the Company. The rates for this service are provided for in Sections 4, 5 and 6 herein.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate, International and Intrastate Long Distance Services (Cont'd)**3.8 Prepaid Calling Card Service**

- 3.8.A Prepaid Calling Card Service is offered by the Company and provides the Customer with access twenty-four hours a day, seven days a week to prepaid toll calls for all domestic points through a Company specified access code. Once made, the call is transferred via automated assistance for completion by the Company and charged against a prepaid card with an available balance on a unit basis. Each unit is equal to one minute. Customers are notified of their remaining card balance each time a call is placed and are notified during a call when the balance is about to be depleted. The card's access number, number of units, authorization code and expiration date are provided to the customer at the time of purchase.
- 3.8.B Each fractional minute will be rounded up to the next minute. Each unit is priced at the prevailing rate as set forth in Section 4 herein. Each card will have a specified expiration date printed on the card within which all units must be used. Payment by the Customer for the Prepaid Calling Card Service is due in advance or upon receipt of the prepaid card. While the Company will not refund any unused units, the Company reserves the right to recall all unused Prepaid Calling Cards and refund to Customers any remaining balances on the recalled cards.
- 3.8.C Prepaid Calling Card Service can be accessed through a touchtone telephone only.
- 3.8.D Prepaid calling cards may be purchased in dollar amounts determined by the Company on a rate per unit basis determined by the Company, subject to availability. The number of available Prepaid Calling Cards is subject to technical limitations. Such cards are offered to Customers on a first come first serve basis.
- 3.8.E Calls to 500, 700, 800, and 900 numbers, all operator services calls, directory assistance, busy line verification and interrupt services, calls requiring the quotation of time and charges and conference calls may not be completed with the Company's Prepaid Calling Card Service.
- 3.8.F The Customer assumes complete liability for the card in the event it is lost, stolen or if unauthorized use of the card has occurred.
- 3.8.G Unless specifically noted to the contrary, calls made utilizing a prepaid calling card are independent of any other product, promotion or term plan offered by the Company.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate, International and Intrastate Long Distance Services (Cont'd)3.9 Toll Free Number Service

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

3.9.B 800# With PINs Service allows the customer to dial a company-specified telephone number and a 4 digit personal identification number (PIN) to complete calls to a predetermined telephone number associated with the PIN. PINs are available for a monthly fee as described in Sections 4 and 5.

3.10 Directory Assistance Service

3.10.A The Company will provide Directory Assistance Service for the convenience of its customers in obtaining telephone numbers in the domestic United States and international points as specified in Section 6.

3.10.B All customers shall be charged the rates identified in Sections 4, 5, and 6.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate, International and Intrastate Long Distance Services (Cont'd)3.11 Optional Toll Calling Plans3.11.A Bundled Rate Plans

3.11.A.1 Business and residential customers have the option of choosing one of the various calling plans for direct dial toll calls.

3.11.A.2 All of these plans include a defined number of minutes of use for a fixed monthly rate. Additional minutes used per month over the defined number of minutes per month will be billed at a rate stipulated in the plans.

3.11.A.3 The qualifying calls for these plans include all direct dialed, 1+, Intrastate and Interstate calls. International, Directory Assistance, Operator Service, 800, and Calling Card calls are not part of these optional toll calling plans and therefore are not qualifying calls.

3.11.A.4 Rates for the Bundled Rate Plans are specified in Sections 4 and 5 herein.

3.11.B 10 Cents Nationwide Plus Plan for Home

3.11.B.1 This optional plan is offered exclusively to residential customers who subscribe to North Dakota Long Distance, LLC (NDLD) for both interstate and intrastate service. Customers who subscribe to NDLD intrastate service only, or NDLD interstate service only will not be permitted to subscribe to this service.

3.11.B.2 This plan includes unlimited minutes of use for a nondiscountable monthly fee per line.

3.11.B.3 Rates for the 10 Cents Nationwide Plus Plan for Home are specified in Sections 4 and 5 herein.

3.11.C 10 Cents Nationwide Plus Plan for Business

3.11.C.1 This optional plan is offered exclusively to business customers who subscribe to North Dakota Long Distance, LLC (NDLD) for both interstate and intrastate service. Customers who subscribe to NDLD intrastate service only, or NDLD interstate service only will not be permitted to subscribe to this service.

3.11.C.2 This plan includes unlimited minutes of use for a nondiscountable monthly fee per line.

3.11.C.3 Rates for the 10 Cents Nationwide Plus Plan for Business are specified in Sections 4 and 5 herein.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate, International and Intrastate Long Distance Services (Cont'd)3.11 Optional Toll Calling Plans (Cont'd)3.11.D Unlimited One Plus Plan

- 3.11.D.1 The Unlimited One Plus Plan is a flat rate plan and is offered to residential customers who subscribe to the Company for both interstate and intrastate service. Customers who subscribe to the Company for intrastate service only, or Customers who subscribe to the Company for interstate only, will not be permitted to subscribe to this plan. This plan is for direct dial intrastate and interstate toll calls. This plan has a monthly recurring fee per access line. Eligible unlimited calling applies to only one line for multiple residential line accounts. This plan is intended for normal voice usage, not unlimited dial-up data or internet access services
- 3.11.D.2 The Unlimited One Plus Plan does not include calls to 500, 700, 800, and 900 numbers, operator services calls, directory assistance, busy line verification and interrupt services, calls requiring the quotation of time and charges and conference calls. Commercial facsimile, auto-redialing, resale and telemarketing are also strictly prohibited. Call detail records will not be provided with this service.
- 3.11.D.3 If the Company determines that usage is not consistent with residential customer voice usage, the Company reserves the right to switch the customer to a fixed rate long distance plan after proper customer notification.
- 3.11.D.4 Discounts may apply to residential customers who subscribe to service bundles which include regulated and deregulated services.
- 3.11.D.5 The Unlimited One Plus Plan is not available to customers of Dakota Central Telecommunications (DCT), Midstate Communications, Inc., Midstate Telephone Company, Reservation Telephone Company (RTC), Polar Communications, Moore & Liberty Telephone Company and Griggs County Telephone Company (MLGC), Dickey Rural Networks (DRN), or North Dakota Telephone Company (NDTC).
- 3.11.D.6 Rates for the Unlimited One Plus Plan are specified in Sections 4 and 5 herein.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate, International and Intrastate Long Distance Services (Cont'd)3.11 Optional Toll Calling Plans (Cont'd)3.11.E 1,200 Minute Plan

3.11.E.1 This optional plan is offered exclusively to residential customers of Midstate Telephone Company, Midstate Communications, Inc., Moore & Liberty Telephone Company and Griggs County Telephone Company (MLGC). It is only offered to customers who subscribe to the Company for both interstate and intrastate service. Customers who subscribe to the Company for intrastate service only, or Customers who subscribe to the Company for interstate only, will not be permitted to subscribe to this plan. The first 1,200 minutes of use per month is billed at a flat rate per month per line. Additional minutes per month are charged on a per minute basis. The monthly recurring charge is applied in full whether or not the customer completes any long distance calls. Unused minutes cannot be carried over to the following month. The duration of each direct dialed call is recorded and billed in whole minutes, with partial minutes rounded up to the next whole minute.

3.11.E.2 The 1,200 Minute Plan is for domestic voice calls only and covers direct dialed calls within the United States, Puerto Rico, Guam, Saipan, and the US Virgin Islands. It does not include 900 calls, 900 services, Calling Card calls, International calls, Directory Assistance, Operator Assistance, multi-line conference calls, or data services. It is not intended for use to connect to the Internet service providers, data providers, or information services. Commercial facsimile, auto-redialing, resale, and telemarketing are also strictly prohibited. The monthly recurring charge and toll is subject to all taxes and tariffs. Regulations and rates are subject to change. Call detail records are not provided on your paper bill statement. If the Company determines that usage is not consistent with residential customer voice usage, we may immediately bill excessive usage charges, suspend, restrict, or cancel your service without notice.

3.11.E.3 Rates for the 1,200 Minute Plan are specified in Sections 4 and 5 herein.

3.11.F 1,000 Minute Plan

3.11.F.1 This optional plan is offered exclusively to RTC's customers with Lifeline or residential customers with a RTC Bundle. It is only offered to customers who subscribe to the Company for both interstate and intrastate service. Customers who subscribe to the Company for intrastate service only, or Customers who subscribe to the Company for interstate only, will not be permitted to subscribe to this plan. The first 1,000 minutes of use per month are billed at a flat rate per month per line. Additional minutes per month are charged on a per minute basis. The monthly recurring charge is applied in full whether or not the customer completes any long distance calls. Unused minutes cannot be carried over to the following month. The duration of each direct dialed call is recorded and billed in whole minutes, with partial minutes rounded up to the next whole minute.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate, International and Intrastate Long Distance Services (Cont'd)3.11 Optional Toll Calling Plans (Cont'd)

- 3.11.F.2 The 1,000 Minute Plan is for domestic voice calls only and covers direct dialed calls within the United States, Puerto Rico, Guam, Saipan, and the US Virgin Islands. It does not include 900 calls, 800 services, Calling Card calls, International calls, Directory Assistance, Operator Assistance, multi-line conference calls, or data services. It is not intended for use to connect to the Internet service providers, data providers, or information services. Commercial facsimile, auto-redialing, resale, and telemarketing are also strictly prohibited. The monthly recurring charge and toll is subject to all taxes and tariffs. Regulations and rates are subject to change. Call detail records are not consistent with residential customer voice usage, the Company may bill excessive usage charges, immediately suspend, restrict, or cancel your service without prior notice.
- 3.11.F.3 Rates for the 1,000 Minute Plan are specified in Sections 4 and 5 herein.

LONG DISTANCE SERVICES

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

3.11 Optional Toll Calling Plans (Cont'd)

Reserved for Future Use

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate, International and Intrastate Long Distance Services (Cont'd)**3.12 Operator Services**

The Company provides Operator Services for telephone calls initiated from its Customers' locations through contractual relationships with interstate and international service providers. Operator Services provided by the Company include Interstate Operator Services, International Operator Services and Intrastate Operator Services

3.12.A Responsibilities of the Company For Operator Services

In addition to the responsibilities of the Company established elsewhere in the Rates, Terms and Conditions, the following responsibilities of the Company apply to Company provision of Operator Services.

- 3.12.A.1 The Company shall identify itself, audibly and distinctly, to the Customer at the beginning of each telephone call and a second time before the Customer incurs any charge for the call.
- 3.12.A.2 The Company shall permit the Customer to terminate the telephone call at no charge before the call is connected.
- 3.12.A.3 The Company shall disclose immediately to the Customer, upon request and at no charge to the Customer,
 - (1) A quote of its rates or charges for the call;
 - (2) The methods by which such rates or charges will be collected; and
 - (3) The methods by which complaints concerning such rates, charges, or collection practices will be resolved.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate, International and Intrastate Long Distance Services (Cont'd)3.12 Operator Services (Cont'd)3.12.B Responsibilities of the Customer For Operator Services

In addition to the responsibilities and obligations of the Customer established elsewhere in the Rates, Terms and Conditions, the following responsibilities apply to Customer use of Company provided Operator Services.

3.12.B.1 The Customer is responsible for compliance with the applicable regulations set forth in these Rates, Terms and Conditions.

3.12.B.2 The Customer is responsible for establishing his, her or their identity as often as necessary during the course of a call.

3.12.B.3 The Customer is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

3.12.B.4 The Customer is responsible for providing the Company with a valid method of billing for each call. The Company reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

3.12.C Billing Arrangements

3.12.C.1 Collect, Calling Card and Third Party Calls

Charges for calls of this type will be included on the Billed Party's regular local telephone bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company or a bill issued directly by the Company or its billing and collection agent or clearing house. Individual types of billing arrangements may not be available for all types of Operator Services. Where a billing arrangement is not available for a call, the Company will not provide Operator Service.

3.12.C.2 Credit Card Calls

Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company. Where a billing arrangement is not available for the Company to bill for charges to a credit card, the Company will not provide Operator Service with respect to credit card calls.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate, International and Intrastate Long Distance Services (Cont'd)3.12 Operator Services (Cont'd)3.12.C Billing Arrangements (Cont'd)

3.12.C.3 Unanswered Calls

The Company will not bill for unanswered calls in areas where Equal Access is available, nor will the Company knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, the Company will cancel or refund all such charges upon request of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.

3.12.C.4 Call Splashing

The Company will not engage in Call Splashing, unless the Customer requests to be transferred to another provider of Operator Services, the Customer is informed prior to incurring any charges that the rates for the call may not reflect the rates from the actual originating location of the call, and the Customer then consents to be transferred.

3.12.C.5 Billing Entity Conditions

When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges which cannot be resolved by the billing company, the Billed Party may contact the Company directly. If there is still a disagreement about the disputed amount after investigation and review by the Carrier, and the dispute involves Interstate Operator Services, the Billed Party may file an appropriate complaint with the Federal Communications Commission. The address of the Federal Communications Commission (FCC) is listed below:

Telecommunications Consumers Division
Federal Communications Commission
445 12th Street, S.W.
Room 5-A724
Washington, D.C. 20554

Customers may file a complaint related to Interstate Operator Services with the FCC Enforcement Bureau – Telecommunications Consumers Division at: <http://www.fcc.gov/eb/tcd>.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate, International and Intrastate Long Distance Services (Cont'd)3.12 Operator Services (Cont'd)3.12.D Description of Interstate Operator Services

The Company offers Interstate Operator Services pursuant to these Rates, Terms and Conditions. All Interstate Operator Services are offered for the purpose of completing interstate telephone calls to any ten-digit telephone number (area code plus seven-digit local number) in the domestic United States.

The Company provides the following types of Interstate Operator Services:

Collect Calls
Third Party Calls
Calling Card Calls

Definitions of these services are provided in Section 1.2 of the Rates, Terms and Conditions.

3.12.E Description of Intrastate Operator Services

The Company offers Intrastate Operator Services pursuant to these Rates, Terms and Conditions. All Intrastate Operator Services are offered for the purpose of completing intrastate telephone calls to any ten-digit telephone number (area code plus seven-digit local number) in the states of North Dakota, South Dakota, and Montana.

The Company provides the following types of Intrastate Operator Services:

Collect Calls
Third Party Calls
Calling Card Calls

Definitions of these services are provided in Section 1.2 of the Rates, Terms and Conditions.

3.12.F Description of International Operator Services

The Company offers International Operator Services pursuant to these Rates, Terms and Conditions. All International Operator Services are offered for the purpose of completing international telephone calls originating from the domestic United States and terminating to international points.

The Company provides the following types of International Operator Services:

Third Party Calls
Calling Card Calls

Definitions of these services are provided in Section 1.2 of the Rates, Terms and Conditions.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate, International and Intrastate Long Distance Services (Cont'd)3.12 Operator Services (Cont'd)3.12.G Person-to Person-Calls

Collect Calls, Third Party Calls and Calling Card Calls may optionally be placed on a Person-to-Person Call basis. The caller must arrange with the operator to make a person-to-person call; otherwise, all calls will be treated as station-to-station.

3.13 Payphone Origination Charge

3.13.A A Payphone Origination Charge applies to all completed consumer intrastate and interstate long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. The Charge applies to:

Calling card service
Collect calls
Third party billed
Directory Assistance calls
Toll Free "1-8YY" Calls

3.13.B The Charge does not apply to:

Calls paid for by inserting coins
Calls placed from stations other than public/semi-public payphones
Calls placed to Telecommunications Relay Service for the hearing impaired
Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier.

3.13.C The Payphone Origination Charge rate is as specified in Sections 4 and 5 herein.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate, International and Intrastate Long Distance Services (Cont'd)3.14 Casual Calling

3.14.A The company will permit Casual Calling. Casual Calling allows a subscriber to place a long distance call with a long distance provider other than the one to which the caller has subscribed for long distance service. Casual calls are placed by dialing a three-digit or four-digit access code before the area code and telephone number (1-0-1-XXXX-Area Code-Telephone Number).

3.15 Audio Conferencing Service

3.15.A Audio Conferencing Service is an audio teleconferencing service that provides for Customer-controlled teleconferencing capability through an assigned direct-dialed or toll-free dial-in number. The Customer can establish a teleconference via a touch-tone telephone from any domestic location at any time. Any audio teleconference can be recorded for playback at a specified per minute rate. Full minute billing increments apply.

3.15.B Audio Conferencing Service applies per billing account. All lines using the conference bridge are billed to one account.

3.15.C. All Customers shall be charged the rates identified in Section 4.

LONG DISTANCE SERVICES

4. Rates for Interstate Long Distance Service (Cont'd)4.2 Rate Schedules (Cont'd)

4.2.B.3 Money Savings Solutions Discount

This plan is for customers who agree to sign a one (1) year contract. The discount is based upon the total monthly bill, including intrastate, interstate and international direct dialed calls, inbound toll-free (800) calls, and calling card calls, excluding operator assistance calls, promotional credits, nonrecurring charges, and other charges not associated with long distance calling. The discount only applies to interstate (domestic) direct dialed calls and interstate (domestic) toll-free (800) calls.

The following monthly discounts will apply to each monthly bill that meets the usage level:

<u>Usage Level</u>	<u>Monthly Discount</u>
\$250.00 - \$499.99	4%
\$500.00 – OVER	6%

4.2.B.4 Toll-Free (800) Discount

Customers that exceed \$150.00 of monthly usage for toll-free (800) usage may have the \$5.00 monthly recurring charge waived for that month's bill. This is in addition to the Money Savings Solutions Discount.

4.2.C Calling Card Service

4.2.C.1 Calling Card Rates and Surcharges for calls made to and from all domestic points. Calling Card Service calls are billed in six (6) second increments and the minimum call duration for a completed call is sixty (60) seconds.

Residential Flat Rate: \$.50 Surcharge/call \$.25/min
Business Flat Rate: \$.40 Surcharge/call \$.23/min

4.2.D Prepaid Calling Card Service

Prepaid Calling Card Rates for calls made to and from all domestic points. The Prepaid Calling Card may be available for one, some, or all of the amounts listed below. The per-unit rates will differ, depending on the total calling value of the Prepaid Calling Card, as shown.

<u>Prepaid Card Values</u>	<u>Rate*</u>	<u># of Units</u>
\$ 3.60	\$0.18	20
\$ 6.00	\$0.15	40
\$12.00	\$0.15	80
\$30.00	\$0.15	200

*Prepaid Calling Cards can be recharged at the rate of \$.15 per minute.

LONG DISTANCE SERVICES

4. Rates for Interstate Long Distance Service (Cont'd)4.2 Rate Schedules (Cont'd)4.2.E Toll Free Number Service

4.2.E.1 Non-recurring Installation Charge

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

No Charge

4.2.E.2 Monthly Recurring Charge

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

Residential	\$2.00/month
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Business	\$5.00/month
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4.2.E.3 Usage Charge

Toll Free Number Service rate per minute is as specified below:

Residential	\$0.18/min.
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Business	\$0.07/min.
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4.2.E.4 800# With PINs Monthly Recurring Charge

In addition to the Usage Charge described in this Section, a monthly charge of \$2.00 for every three (3) PINs will apply. Example: three (3) PINs are \$2.00 per month and six (6) PINs are \$4.00 per month.

4.2.E.5 800# With PINs Usage Charge

800# With PINs Service rate per minute is as specified below:

Residential	\$0.18/min.
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Business	\$0.18/min.
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LONG DISTANCE SERVICES

4. Rates for Interstate Long Distance Service (Cont'd)4.2 Rate Schedules (Cont'd)4.2.F Optional Toll Calling Plans4.2.F.1 Bundled Rate Plans

Bundled Rate Plans are available to residential and business customers. The duration of each direct dialed call for residential customers is recorded/billed in whole minutes, with partial minutes rounded up to the next whole minute. The duration of each direct dialed call for business customers is recorded/billed in six (6) second increments and the minimum call duration is six (6) seconds.

If a Customer account has multiple telephone lines associated with it, the bundle of minutes may be shared with all cross-billed lines.

Customers can subscribe to the following bundled rate plans for a monthly recurring charge and the minutes will pertain to direct dialed interstate long distance calling, including all domestic points. The monthly recurring charge is applied in full whether or not the Customer completes any long distance calls. Unused minutes cannot be carried over to the following month.

	<u>Residential</u>	<u>Business</u>
(1) <u>First Rate 150 Minute Plan</u>		
First 150 minutes of use per month	\$18.75/mo.	\$18.75/mo.
Additional minutes per month	\$0.20/min.	\$0.19/min.
(2) <u>First Rate 300 Minute Plan</u>		
First 300 minutes of use per month	\$30.00/mo.	\$30.00/mo.
Additional minutes per month	\$0.20/min.	\$0.19/min.
(3) <u>First Rate 600 Minute Plan</u>		
First 600 minutes of use per month	\$50.00/mo.	\$50.00/mo.
Additional minutes per month	\$0.20/min.	\$0.19/min.
(4) <u>First Rate 1,200 Minute Plan</u>		
First 1,200 minutes of use per month	\$99.00/mo.	\$99.00/mo.
Additional minutes per month	\$0.20/min.	\$0.19/min.

LONG DISTANCE SERVICES

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

4.2 Rate Schedules (Cont'd)

4.2.F Optional Toll Calling Plans (Cont'd)

4.2.F.2 10 Cents Nationwide Plus Plan for Home

Residential direct dialed calls are billed in sixty (60) second increments and the minimum call duration for a completed call is sixty (60) seconds.

Residential

Monthly Charge Per Line	\$3.95/mo.
Rate Per Minute	\$0.10/min.

4.2.F.3 10 Cents Nationwide Plus Plan for Business

Business direct dialed calls are billed in six (6) second increments and the minimum call duration for a completed call is six (6) seconds.

Business

Monthly Charge Per Line	\$4.95/mo.
Rate Per Minute	\$0.10/min.

4.2.F.4 Unlimited One Plus Plan

	<u>Residential</u>	<u>Business</u>
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Monthly Charge Per Line	\$24.95	N/A
Per Minute Rate, Eligible Plan Calls	\$ 0.00	

4.2.F.5 1,200 Minute Plan

	<u>Residential</u>	<u>Business</u>
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Monthly Charge Per Line, First 1,200 Minutes of Use per Month	\$24.95	N/A
Additional Minutes Per Minute Rate	\$ 0.10	

4.2.F.6 1,000 Minute Plan

	<u>Residential</u>	<u>Business</u>
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Monthly Charge Per Line, First 1,000 Minutes of Use per Month	\$24.95	N/A
Additional Minutes Per Minute Rate	\$ 0.10	

LONG DISTANCE SERVICES

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

4.3 Directory Assistance

Available to and from all domestic points:

Calling Card directory assistance is \$1.60 per call for residential and business customers.

4.4 TDD Rates

4.4.A 1+ Residential Rates for TDD calls made to and from all domestic points:

Flat Rate \$.15/min

4.4.B 1+ Business Rates for TDD calls made to and from all domestic points:

Flat Rate \$.14/min

4.4.C Calling Card Rates for TDD calls made to and from all domestic points:

Residential: \$.50 surcharge/call \$.23/min
Business: \$.40 surcharge/call \$.20/min

LONG DISTANCE SERVICES

4. Rates for Interstate Long Distance Service (Cont'd)4.5 Interstate Operator Services4.5.A Application of Rate Tables

The total charge for each completed operator assisted call consists of the following charge elements: (a) a measured usage charge dependent on the duration, distance and time of day of the call; (b) a fixed Operator Dialed surcharge, which will be dependent on the type of billing selected (i.e., calling card, third party or other) and/or the completion restriction selected (i.e., station-to-station or person-to-person); and (c) other charges as set forth in Section 3.11 preceding. The usage charge element is specified as a rate per minute which applies to each minute of call duration, with fractional minutes of use thereafter counted as one (1) full minute.

4.5.B Taxes

All federal, state and local sales, use and similar taxes, are billed as separate line items and are not included in the quoted rates.

4.5.C Timing of Calls

Billing for calls placed over the Company network is based in part on the duration of the call. Timing of each call begins as specified below, and ends when the called party hangs up.

4.5.C.1 Collect Calls - Timing begins when the called party accepts the responsibility for payment.

4.5.C.2 Person-to-person Calls (other than Collect) - Timing begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.

4.5.C.3 All other Calls - Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection.

LONG DISTANCE SERVICES

4. Rates for Interstate Long Distance Service (Cont'd)4.5 Interstate Operator Services (Cont'd)

4.5.D Rates and Charges

Operator Service Rates and Surcharges for calling card calls made to and from all domestic points:

Residential:	\$3.50/call
Business:	\$3.50/call

Calling Card Rate per minute (in addition to the above per call rate):

Residential:	\$.25/min.
Business	\$.23/min.

4.5.E Commission

Charges for commissions will not be assessed to the Customer.

4.5.F Surcharges

Surcharges will be assessed to the Customer as provided for herein.

4.6 Payphone Origination Charge

Per Call	\$0.60
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LONG DISTANCE SERVICES

4. Rates for Interstate Long Distance Service (Cont'd)4.7 Audio Conferencing Service

	<u>Rate</u>
One Time Charge for Establishing Service	\$10.00
Direct Dialed Access: Conference Rate Per Minute, Per Participant	\$ 0.18
Toll-Free Number Access: Conference Rate Per Minute, Per Participant	\$ 0.25
Conference Center Operator Assisted Calls Rate Per Minute, Per Participant	\$ 0.25
Direct Dialed Access: Digital Playback of Recorded Audio Conference Rate Per Minute, Per User	\$ 0.18
Toll-Free Number Access: Digital Playback of Recorded Audio Conference Rate Per Minute, Per User	\$ 0.25

LONG DISTANCE SERVICES

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

5.2.B.3 Money Savings Solutions Discount

This plan is for customers who agree to sign a one (1) year contract. The term shall begin with the first complete billing month after the signing of the contract. The discount is based upon the total monthly bill, including intrastate, interstate and international direct dialed calls, inbound toll-free (800) calls, and calling card calls, excluding operator assistance calls, promotional credits, nonrecurring charges, and other charges not associated with long distance calling. The discount only applies to Interstate direct dialed calls and Interstate inbound toll-free (800) calls.

The following monthly discounts will apply to each monthly bill that meets the usage level:

<u>Usage Level</u>	<u>Monthly Discount</u>
\$250.00 - \$499.99	4%
\$500.00 - OVER	6%

5.2.B.4 Toll-Free (800) Discount

Customers that exceed \$150.00 of monthly usage for toll-free (800) usage may have the \$5.00 monthly recurring charge waived for that month's bill. This is in addition to the Money Savings Solutions Discount.

5.2.C Calling Card Service

5.2.C.1 Calling Card Rates and Surcharges for calls made to and from all points within the states of North Dakota, South Dakota, and Montana. Calling Card Service calls are billed in six (6) second increments and the minimum call duration for a completed call is sixty (60) seconds.

Residential Flat Rate: \$.50 Surcharge/call \$.25/min
Business Flat Rate: \$.40 Surcharge/call \$.23/min

5.2.D Prepaid Calling Card Service

Prepaid Calling Card Rates for intrastate calls. The Prepaid Calling Card may be available for one, some, or all of the amounts listed below. The per-unit rates will differ, depending on the total calling value of the Prepaid Calling Card, as shown.

<u>Prepaid Card Values</u>	<u>Rate*</u>	<u># of Units</u>
\$ 3.60	\$0.18	20
\$ 6.00	\$0.15	40
\$12.00	\$0.15	80
\$30.00	\$0.15	200

*Prepaid Calling Cards can be recharged at the rate of \$.15 per minute.

LONG DISTANCE SERVICES

5. Rates for Intrastate Long Distance Service (Cont'd)5.2 Rate Schedules (Cont'd)5.2.E Toll Free Number Service

5.2.E.1 Non-recurring Installation Charge

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

No Charge

5.2.E.2 Monthly Recurring Charge

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

Residential	\$2.00/month
Business	\$5.00/month

5.2.E.3 Usage Charge

Toll Free Number Service rate per minute is as specified below:

Residential	\$0.18/min.
Business	\$0.12/min.

5.2.E.4 800# With PINs Service Monthly Recurring Charge

In addition to the Usage Charge described in this Section, a monthly charge of \$2.00 for every three (3) PINs will apply. Example: three (3) PINs are \$2.00 per month and six (6) PINs are \$4.00 per month.

5.2.E.5 800# With PINs Service Usage Charge

800# With PINs Service rate per minute is as specified below:

Residential	\$0.18/min.
Business	\$0.18/min.

LONG DISTANCE SERVICES

5. Rates for Intrastate Long Distance Service (Cont'd)5.2 Rate Schedules (Cont'd)5.2.F Optional Toll Calling Plans5.2.F.1 Bundled Rate Plans

Bundled Rate Plans are available to residential and business customers. The duration of each direct dialed call for residential customers is recorded/billed in whole minutes, with partial minutes rounded up to the next whole minute. The duration of each direct dialed call for business customers is recorded/billed in six (6) second increments and the minimum call duration is six (6) seconds.

If a Customer account has multiple telephone lines associated with it, the bundle of minutes may be shared with all cross-billed lines.

Customers can subscribe to the following bundled rate plans for a monthly recurring charge and the minutes will pertain to direct dialed intrastate long distance calling. The monthly recurring charge is applied in full whether or not the Customer completes any long distance calls. Unused minutes cannot be carried over to the following month.

	<u>Residential</u>	<u>Business</u>
(1) <u>First Rate 150 Minute Plan</u>		
First 150 minutes of use per month	\$18.75/mo.	\$18.75/mo.
Additional minutes per month	\$0.20/min.	\$0.19/min.
(2) <u>First Rate 300 Minute Plan</u>		
First 300 minutes of use per month	\$30.00/mo.	\$30.00/mo.
Additional minutes per month	\$0.20/min.	\$0.19/min.
(3) <u>First Rate 600 Minute Plan</u>		
First 600 minutes of use per month	\$50.00/mo.	\$50.00/mo.
Additional minutes per month	\$0.20/min.	\$0.19/min.
(4) <u>First Rate 1,200 Minute Plan</u>		
First 1,200 minutes of use per month	\$99.00/mo.	\$99.00/mo.
Additional minutes per month	\$0.20/min.	\$0.19/min.

LONG DISTANCE SERVICES

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

5.2 Rate Schedules (Cont'd)

5.2.F Optional Toll Calling Plans (Cont'd)

5.2.F.2 10 Cents Nationwide Plus Plan for Home

Residential direct dialed calls are billed in sixty (60) second increments and the minimum call duration for a completed call is sixty (60) seconds.

Residential

Monthly Charge Per Line	\$3.95/mo.
Rate Per Minute	\$0.10/min.

5.2.F.3 10 Cents Nationwide Plus Plan for Business

Business direct dialed calls are billed in six (6) second increments and the minimum call duration for a completed call is six (6) seconds.

Business

Monthly Charge Per Line	\$4.95/mo.
Rate Per Minute	\$0.10/min.

5.2.F.4 Unlimited One Plus Plan

<u>Residential</u>	<u>Business</u>
--------------------	-----------------

Monthly Charge Per Line	\$24.95	N/A
Per Minute Rate, Eligible Plan Calls	\$ 0.00	

5.2.F.5 1,200 Minute Plan

<u>Residential</u>	<u>Business</u>
--------------------	-----------------

Monthly Charge Per Line, First 1,200 Minutes of Use Per Month	\$24.95	N/A
Additional Minutes Per Minute Rate	\$ 0.10	

5.2.F.6 1,000 Minute Plan

<u>Residential</u>	<u>Business</u>
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Monthly Charge Per Line, First 1,000 Minutes of Use Per Month	\$24.95	N/A
Additional Minutes Per Minute Rate	\$ 0.15	

LONG DISTANCE SERVICES

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

5.3 Directory Assistance

Available to and from all points within the states of North Dakota, South Dakota, and Montana:

Residential: \$.80 per call

Business: \$.80 per call

Calling Card directory assistance is \$1.60 per call.

LONG DISTANCE SERVICES

5. Rates for Intrastate Long Distance Service (Cont'd)5.4 TDD Rates5.4.A 1+ Residential Rates for TDD calls:

Flat Rate \$.15/min

5.4.B 1+ Business Rates for TDD calls:

Flat Rate \$.15/min

5.4.C Calling Card Rates for TDD calls:Residential: \$.50 surcharge/call \$.23/min
Business: \$.40 surcharge/call \$.20/min5.5 Intrastate Operator Services5.5.A Application of Rate Tables

The total charge for each completed operator assisted call consists of the following charge elements: (a) a measured usage charge dependent on the duration, distance and time of day of the call; (b) a fixed Operator Dialed surcharge, which will be dependent on the type of billing selected (*i.e.*, calling card, third party or other) and/or the completion restriction selected (*i.e.*, station-to-station or person-to-person); and (c) other charges as set forth in Section 3.11 preceding. The usage charge element is specified as a rate per minute which applies to each minute of call duration, with fractional minutes of use thereafter counted as one (1) full minute.

5.5.B Taxes

All federal, state and local sales, use and similar taxes, are billed as separate line items and are not included in the quoted rates.

5.5.C Timing of Calls

Billing for calls placed over the Company network is based in part on the duration of the call. Timing of each call begins as specified below, and ends when the called party hangs up.

5.5.C.1 Collect Calls - Timing begins when the called party accepts the responsibility for payment.

5.5.C.2 Person-to-Person Calls (other than Collect) - Timing begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.

LONG DISTANCE SERVICES

5. Rates for Intrastate Long Distance Service (Cont'd)5.5 Intrastate Operator Services (Cont'd)

5.5.C.3 All other Calls - Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection.

5.5.D Rates and Charges

Operator Service Rates and Surcharges for calling card calls made to and from all points within the states of North Dakota, South Dakota, and Montana:

Residential: \$3.50/call
Business: \$3.50/call

Calling Card Rate per minute (in addition to the above per call rate):

Residential: \$.25/min.
Business \$.23/min.

5.5.E Commission

Charges for commissions will not be assessed to the Customer.

5.5.F Surcharges

Surcharges will be assessed to the Customer as provided for herein.

LONG DISTANCE SERVICES

5. Rates for Intrastate Long Distance Service (Cont'd)5.6 Payphone Origination Charge

Per Call \$0.60

5.7 Audio Conferencing Service

	<u>Rate</u>
One Time Charge for Establishing Service	\$10.00
Direct Dialed Access: Conference Rate Per Minute, Per Participant	\$ 0.18
Toll-Free Number Access: Conference Rate Per Minute, Per Participant	\$ 0.25
Conference Center Operator Assisted Calls Rate Per Minute, Per Participant	\$ 0.25
Direct Dialed Access: Digital Playback of Recorded Audio Conference Rate Per Minute, Per User	\$ 0.18
Toll-Free Number Access: Digital Playback of Recorded Audio Conference Rate Per Minute, Per User	\$ 0.25

LONG DISTANCE SERVICES

6. Rates for International Long Distance Service (Cont'd)6.2 Rate Schedules (Cont'd)6.2.A Standard Service (Cont'd)

COUNTRY	NDLD RATES
Afghanistan	1.75
Albania	1.13
Algeria	0.70
American Samoa	0.72
Andorra	0.47
Angola	1.50
Anguilla	0.74
Antarctica (Casey Base)	1.78
Antarctica (Scott Base)	0.75
Antigua (Barbuda)	0.58
Argentina	0.68
Armenia	0.94
Aruba	0.51
Ascension Island	1.15
Australia	0.15
Austria	0.38
Azerbaijan	1.30
Bahamas	0.46
Bahrain	0.87
Bangladesh	1.31
Barbados	0.67
Belarus	0.73
Belgium	0.33
Belize	0.88
Benin	0.73
Bermuda	0.40
Bhutan	1.88
Bolivia	0.80
Bosnia	0.81
Botswana	0.85
Brazil	0.60
British VI	0.53
Brunei	0.87
Bulgaria	0.65
Burkina Faso	1.05

LONG DISTANCE SERVICES

6. Rates for International Long Distance Service (Cont'd)6.2 Rate Schedules (Cont'd)6.2.A Standard Service (Cont'd)

COUNTRY	NDLD RATES
Burundi	1.79
Cambodia	2.38
Cameroon	1.01
Canada	0.12
Canary Island	0.49
Cape Verde Islands	0.83
Cayman Islands	0.55
African Republic	1.53
Chad	2.53
Chile	0.51
China	1.20
Christmas & Cocos	0.52
Colombia	0.70
Comoros	3.68
Congo	1.15
Cook Islands	1.68
Costa Rica	0.64
Croatia	0.51
Cuba	0.80
Cyprus	0.58
Czech Republic	0.60
Denmark	0.15
Denmark – cellular	0.43
Diego Garcia	1.50
Djibouti	1.05
Dominica	0.68
Dominican Republic (809)	0.50
Dominican Republic (474)	1.40
Ecuador	0.74
Egypt	0.89
El Salvador	0.70
Equatorial Guinea	2.67
Eritrea	1.32
Estonia	0.94
Ethiopia	1.17
Ethiopia – cellular	1.60
Faeroe Islands	0.53
Falkland Islands	1.22
Fiji Islands	1.11

LONG DISTANCE SERVICES

6. Rates for International Long Distance Service (Cont'd)6.2 Rate Schedules (Cont'd)6.2.A Standard Service (Cont'd)

COUNTRY	NDLD RATES
Finland	0.33
France	0.15
France – cellular	0.42
French Antilles	0.66
French Guiana	0.67
French Polynesia	1.38
Gabon	1.18
Gambia	0.76
Georgia	1.07
Germany	0.12
Germany - cellular	0.40
Ghana	0.76
Gibraltar	1.05
Gilbert Island	1.15
Greece	0.52
Greenland	0.61
Greenland – cellular	0.73
Grenada	0.70
Guadeloupe	0.64
Guantanamo Bay	0.84
Guatemala	0.64
Guinea	0.83
Guinea Bissau	1.68
Guyana	0.95
Guyana – audio text	1.24
Haiti	0.80
Haiti – cellular	1.04
Honduras	0.76
Hong Kong	0.61
Hungary	0.53
Iceland	0.50
India	1.12
Indonesia	0.78
Iran	1.45
Iraq	1.37
Ireland	0.15
Iridium	2.90

LONG DISTANCE SERVICES

6. Rates for International Long Distance Service (Cont'd)6.2 Rate Schedules (Cont'd)6.2.A Standard Service (Cont'd)

COUNTRY	NDDL RATES
Israel	0.62
Italy	0.15
Italy – cellular	0.59
Ivory Coast	1.27
Jamaica	0.74
Jamaica - cellular	1.34
Japan	0.15
Jordan	0.97
Kazakhstan	1.14
Kenya	0.89
Kiribati	1.17
Kiribati – cellular	2.12
Kuwait	0.97
Kyrgyzstan	1.14
Laos	2.50
Latvia	0.97
Lebanon	1.22
Lesotho	0.93
Liberia	0.73
Libya	0.98
Liechtenstein	0.33
Liechtenstein – cellular	0.45
Lithuania	1.23
Luxembourg	0.29
Luxembourg - cellular	0.36
Macao	0.78
Macedonia	0.64
Madagascar	2.13
Malawi	0.73
Malaysia	0.50
Malaysia – cellular	0.80
Maldives	1.47
Mali Republic	1.07
Malta	0.73

LONG DISTANCE SERVICES

6. Rates for International Long Distance Service (Cont'd)6.2 Rate Schedules (Cont'd)6.2.A Standard Service (Cont'd)

COUNTRY	NDLD RATES
Marisat-Altic	9.57
Marisat-Indian	8.98
Marisat-Pacific	8.25
Marisat-W.Alt	9.33
Marshall Islands	0.75
Mauritania	1.01
Mauritius	1.26
Mayotte Island	3.68
Mexico	0.23
Micronesia	0.79
Moldova	1.23
Moldova - cellular	2.38
Monaco	0.35
Monaco - cellular	0.41
Mongolia	1.73
Montserrat	0.71
Morocco	0.85
Mozambique	1.29
Myanmar (Burma)	2.18
Namibia	0.88
Nauru	1.17
Nauru - cellular	1.54
Nepal	1.31
Netherlands	0.31
Netherlands Antilles	0.47
Netherlands Antilles – cellular	1.78
Nevis	0.60
New Caledonia	1.47
New Zealand	0.52
Nicaragua	0.74
Niger	1.01
Nigeria	0.87
Nigeria – cellular	0.96
Niue Island	1.84
Niue Island – cellular	2.37

LONG DISTANCE SERVICES

6. Rates for International Long Distance Service (Cont'd)6.2 Rate Schedules (Cont'd)6.2.A Standard Service (Cont'd)

COUNTRY	NDLD RATES
Norfolk Island	1.72
Norfolk Island – cellular	4.08
North Korea	3.31
Norway	0.15
Norway – cellular	0.39
Oman	1.08
Pakistan	1.30
Palau	1.31
Panama	0.71
Papua New Guinea	1.07
Paraguay	0.90
Peru	0.71
Philippines	0.24
Poland	0.54
Poland – cellular	1.90
Portugal	0.48
Qatar	0.98
Reunion Island	1.03
Romania	0.88
Russia	0.95
Rwanda	1.20
San Marino	0.90
Sao Tome	1.62
Saudi Arabia	1.09
Senegal Republic	1.62
Seychelles	1.53
Seychelles – cellular	3.66
Sierra Leone	0.99
Singapore	0.43
Slovakia	0.60
Rep. Slovenia	0.57
Solomon Islands	1.21
Solomon Islands - cellular	1.83
Somali	1.69
South Africa	0.37
South Korea	0.59

LONG DISTANCE SERVICES

6. Rates for International Long Distance Service (Cont'd)6.2 Rate Schedules (Cont'd)6.2.A Standard Service (Cont'd)

COUNTRY	NDDL RATES
Spain	0.15
Spain – cellular	0.65
Sri Lanka	1.10
Sri Lanka - cellular	1.44
St. Helena	1.26
St. Kitts	0.60
St. Lucia	0.66
St. Pierre	0.55
St. Vincent and the Grenadines	0.30
St. Vincent and the Grenadines – cellular	1.44
Sudan	1.40
Suriname	1.26
Suriname – cellular	2.05
Swaziland	0.77
Sweden	0.15
Sweden – cellular	0.45
Switzerland	0.32
Switzerland – cellular	0.43
Syria	1.29
Taiwan	0.60
Tajikistan	1.14
Tanzania	0.93
Thailand	0.82
Togo	1.12
Tonga Islands	1.59
Trinidad/Tobago	0.78
Trinidad/Tobago – cellular	1.45
Tunisia	0.80
Turkey	0.60
Turkmenistan	1.14
Turk & Caicos	0.64
Tuvalu	1.86
Uganda	0.83

LONG DISTANCE SERVICES

6. Rates for International Long Distance Service (Cont'd)6.2 Rate Schedules (Cont'd)6.2.A Standard Service (Cont'd)

COUNTRY	NDDL RATES
Ukraine	0.73
United Arab Emirates	0.73
United Arab Emirates – cellular	1.08
United Kingdom	0.12
United Kingdom – cellular	0.40
Uruguay	0.86
Uzbekistan	1.14
Vanuatu	2.43
Vatican City	0.46
Venezuela	0.50
Venezuela – cellular	0.58
Vietnam	1.17
Vietnam – cellular	1.52
Wallis/Futuna	2.39
Western Samoa	1.05
Yemen Republic	0.99
Yemen Republic – cellular	1.38
Yugoslavia	0.81
Zaire	0.75
Zaire – cellular	0.94
Zambia	0.84
Zimbabwe	0.80

LONG DISTANCE SERVICES

6. Rates for International Long Distance Service (Cont'd)6.2 Rate Schedules (Cont'd)6.2.B Calling Card Service

Calling Card Service calls are billed in sixty (60) second increments and the minimum call duration for a completed call is sixty (60) seconds.

6.2.B.1 Calling Card Rates and Surcharges for calls made to Canada.

Residential Flat Rate: \$.50 Surcharge/call \$.25/min
Business Flat Rate: \$.50 Surcharge/call \$.25/min

6.2.B.2 Calling Card Rates and Surcharges for calls made to Mexico.

Residential: \$1.50 Surcharge/call
Business: \$1.50 Surcharge/call

Calling Card Rates per minute will be the same as Direct Dialed Calls to Mexico. Please see attached rate schedule for calls to Mexico.

6.2.B.3 Calling Card Rates and Surcharges for calls made to international countries from Domestic U.S.

Residential: \$1.50 Surcharge/call
Business: \$1.50 Surcharge/call

Calling Card Rates per minute will be the same as the international list for direct dialed calls.

6.2.B.4 Calling Card Rates and Surcharges for calls made from Canada to Domestic U.S.

Residential Flat Rate: \$1.50 Surcharge/call \$.35/min
Business Flat Rate: \$1.50 Surcharge/call \$.33/min

LONG DISTANCE SERVICES

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

6.2 Rate Schedules (Cont'd)

6.2.B Calling Card Service (Cont'd)

6.2.B.5 Calling Card Rates and Surcharges for calls made from international countries to the Domestic U.S.

Residential Flat Rate: \$2.50 Surcharge/call \$2.50/min
Business Flat Rate: \$2.50 Surcharge/call \$2.50/min

Australia
Austria
Bahamas
Barbados
Belgium
Bermuda
Brazil
Canary Islands
Chile
China
Christmas Island
Colombia
Costa Rica
Cyprus
Denmark
Dominican Republic
Faeroe Island
Fiji
Finland
France
Germany
Greece
Greenland
Hong Kong
Hungary
Iceland
Indonesia
Ireland
Israel
Italy
Japan
Liechtenstein

LONG DISTANCE SERVICES

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

6.2 Rate Schedules (Cont'd)

6.2.B Calling Card Service (Cont'd)

6.2.B.5 Calling Card Rates and Surcharges for calls made
from international countries to the Domestic U.S. (Cont'd)

Luxembourg
Malaysia
Marshall Islands
Mexico
Monaco
Netherlands
Netherlands Antilles
New Zealand
Nicaragua
Norway
Panama
Philippines
Poland
Portugal
St. Kitts/Nevis
St. Vincent and the Grenadines
San Marino
Singapore
South Africa
South Korea
Spain
Sweden
Switzerland
Taiwan
Thailand
Trinidad & Tobago
Turkey
United Kingdom
Uruguay
Vatican City
Venezuela

LONG DISTANCE SERVICES

6. Rates for International Long Distance Service (Cont'd)6.2 Rate Schedules (Cont'd)6.2.B Calling Card Service (Cont'd)

6.2.B.6 Calling Card Rates and Surcharges for calls made from international countries to international countries

Residential Flat Rate: \$4.50 Surcharge/call \$4.00/min.

Business Flat Rate: \$4.50 Surcharge/call \$4.00/min.

Australia	Ireland
Austria	Israel
Bahamas	Italy
Barbados	Japan
Belgium	Liechtenstein
Bermuda	Luxembourg
Brazil	Malaysia
Canada*	Marshall Islands
Canary Islands	Mexico
Chile	Monaco
China	Netherlands
Christmas Island	Netherlands Antilles
Colombia	New Zealand
Costa Rica	Nicaragua
Cyprus	Norway
Denmark	Panama
Dominican Republic	Philippines
Faeroe Island	Poland
Fiji	Portugal
Finland	St. Kitts/Nevis
France	St. Vincent and the Grenadines
Germany	San Marino
Greece	Singapore
Greenland	South Africa
Hong Kong	South Korea
Hungary	Spain
Iceland	Sweden
Indonesia	

* Calling from Canada to one of the other countries on this list is \$4.00 per minute with a \$4.50 surcharge per call. If the call originates and terminates within Canada, the call is \$0.50 per minute with a \$4.50 surcharge per call.

LONG DISTANCE SERVICES

6. Rates for International Long Distance Service (Cont'd)6.2 Rate Schedules (Cont'd)6.2.B Calling Card Service (Cont'd)

6.2.B.6 Calling Card Rates and Surcharges for calls made from international countries to international countries (Cont'd)

Switzerland
Taiwan
Thailand
Trinidad & Tobago
Turkey
United Kingdom
Uruguay
Vatican City
Venezuela

6.2.C 800 Service Originating From Canada

6.2.C.1 Non-recurring Installation Charge

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

No Charge

6.2.C.2 Monthly Recurring Charge

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

Residential	\$2.00/month
Business	\$5.00/month

6.2.C.3 Usage Charge

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

Residential	\$0.18/min.
Business	\$0.12/min.

LONG DISTANCE SERVICES

6. Rates for International Long Distance Service (Cont'd)6.2 Rate Schedules (Cont'd)6.2.C 800 # With Pins Service Originating From Canada (Cont'd)

6.2.C.4 800 # With PINs Service Monthly Recurring Charge

In addition to the Usage Charge described in this Section, a monthly charge of \$2.00 for every three (3) PINs will apply. Example: three (3) PINs are \$2.00 per month and six (6) PINs are \$4.00 per month.

6.2.C.5 800 # With PINs Service Usage Charge

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

Residential	\$0.33/min.
Business	\$0.33/min.

LONG DISTANCE SERVICES

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

6.2 Rate Schedules (Cont'd)

6.2.D Directory Assistance

6.2.D.1 Directory Assistance Rates for Directory Assistance in Canada:

Residential:	\$1.60 per call
Business:	\$1.60 per call

6.2.D.2 Directory Assistance to all other international points is not available.

LONG DISTANCE SERVICES

6. Rates for International Long Distance Service (Cont'd)6.3 International Operator Services6.3.A Application of Rate Tables

The total charge for each completed operator assisted call consists of the following charge elements: (a) a measured usage charge dependent on the duration, distance and time of day of the call; (b) a fixed Operator Dialed surcharge which will be dependent on the type of billing selected (i.e., calling card, third party or other) and/or the completion restriction selected (i.e., station-to-station or person-to-person); and (c) other charges as set forth in Section 3.12 preceding. The usage charge element is specified as a rate per minute which applies to each minute of call duration, with fractional minutes of use thereafter counted as one (1) full minute.

6.3.B Taxes

All federal, state and local sales, use and similar taxes, are billed as separate line items and are not included in the quoted rates.

6.3.C Timing of Calls

Billing for calls placed over the Company network is based in part on the duration of the call. Timing of each call begins as specified below, and ends when the called party hangs up.

6.3.C.1 Collect Calls - Timing begins when the called party accepts the responsibility for payment.

6.3.C.2 Person-to-person Calls (other than Collect) - Timing begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.

6.3.C.3 All other Calls - Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection.