McDevitt & Miller LLP

Lawyers

420 W. Bannock Street
P.O. Box 2564-83701
Boise, Idaho 83702

(208) 343-7500
(208) 336-6912 (Fax)

Chas. F. McDevitt
Dean J. (Joe) Miller

November 8, 2005

Via Hand Delivery
Ms. Jean Jewell, Secretary
Idaho Public Utilities Commission
472 W. Washington Street
P.O. Box 83720
Boise, Idaho 83702

CZG-T-05-01

RECEIVED
FILED
2005 NOV -8 PM 4:49
IDAHO PUBLIC
UTILITIES COMMISSION

Re: Contact Communications

Dear Ms. Jewell:

Enclosed please find the original and seven (7) copies of the Application of Contact Communications for a Certificate of Public Convenience.

Also enclosed in sealed envelopes are confidential exhibits C and D, containing financial information regarding the company. These are available for review by staff; otherwise it is requested that they be kept confidential.

I am also enclosing two copies of Contact's proposed price lists.

Kindly return a file stamped copy to me.

Very truly yours,

McDevitt & Miller LLP

Dean J. Miller

DJM/lc
C: Contact Communications

Dean J. Miller *(ISB No. 1968)*
McDEVITT & MILLER LLP
420 West Bannock Street
P.O. Box 2564 – Boise 83701
Boise, Idaho 83702
Tel: 208-343-7500
Fax: 208-336-6912

Attorneys for Applicant,
Contact Communications, Inc.

RECEIVED
FILED
2005 NOV -8 PM 4:50
IDAHO PUBLIC
UTILITIES COMMISSION

ORIGINAL

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION OF CONTACT COMMUNICATIONS, INC. FOR APPROVAL OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO PROVIDE LOCAL SERVICE IN IDAHO	Case No. CZG-T-05-01 **APPLICATION OF CONTACT COMMUNICTIONS, INC.**

CONTACT COMMUNICATIONS, INC., by its undersigned counsel, and pursuant to *Idaho Code* Sections 61-526 through –528 and IDAPA 31.01.01.111 and 112, hereby files for a certificate of public convenience and necessity to provide basic local exchange service throughout the State of Idaho. Applicant respectfully requests that the Commission grant it a certificate to provide the local exchange telecommunications services described herein. In support thereof, Applicant provides the following information:

I. PROPOSED SERVICES.

Contact Communications, Inc., a Wyoming-based corporation, will provide advanced data services including MMS (Managed Modem Service), VOIP (Voice Over Internet Protocol), Dedicated Transport circuits, Local High-Capacity circuits, and IP Bandwidth connectivity. Contact will provide these services to Internet Service Providers (ISPs) and other retailers on a

wholesale basis, operating as a both a reseller and facility-based provider. Contact has no immediate plans to construct telecommunications facilities other than switching and other central office equipment and will provide its services over circuits and network elements provided by Qwest and other carriers. Contact will market its wholesale services, in Qwest territories, to ISPs and other telecommunications providers through direct contact. Contact does not currently provide services in the state of Idaho.

II. FORM OF BUSINESS.

1. Form of Business. The applicant is a corporation incorporated under the laws of Wyoming. Attached as Exhibit A is a certified copy of its articles of incorporation. Additionally, a certificate of good standing issued by the Secretary of State is attached as Exhibit B. The applicant intends to provide competitive local exchange service throughout the State of Idaho. Due to the nature of the business, Contact Communications, Inc. does not intend to establish a principal business address in Idaho. Applicant maintains its principal place of business at 937 West Main Street, Riverton, Wyoming 82501. The phone number at this address is (307) 856-0980. The name and address of the registered agent for service in Idaho is: Corporation Service Company, 1401 Shoreline Drive, Ste. 2, Boise, ID 83702. Questions regarding this application should be directed to the following:

Dean J. Miller *(ISB No. 1968)*
MCDEVITT & MILLER LLP
420 West Bannock Street
P.O. Box 2564 – Boise 83701
Boise, Idaho 83702
Tel: 208-343-7500
Fax: 208-336-6912

2. Shareholders. The name and addresses of the common stockholders of Contact Communications, Inc. are as follows:

Steve Mossbrook	540,000 common stock	90 per cent
Sandra Mossbrook	60,000 common stock	10 per cent

3. Directors and Officers. The Officers and Directors of Contact Communications, Inc. are as follows:

Steve Mossbrook	President	Director
Sandra Mossbrook	Secretary	Director
Jack Berridge	Vice President	Director
Alexander Davison	Assistant Secretary	

4. Affiliations. Contact Communications is an independent company and not a subsidiary nor affiliated with any other company. Contact Communications is a spin off CLEC which originated from Wyoming.com, the dominant internet service provider for the State of Wyoming.

III. TELECOMMUNICATION SERVICE.

Contact Communications, Inc. wishes to provide service beginning January 1, 2006, or as soon thereafter as interconnection facilities can be constructed with Qwest. Contact Communications, Inc. does not intend to initially provide service directly to end users on a retail basis. The company will provide advanced data services including MMS (Managed Modem Service) VOIP (Voice Over Internet Protocol), Dedicated Transport circuits, Local High-Capacity circuits, and IP Bandwidth connectivity on a wholesale basis to ISP's (internet service providers). After implementation of the wholesale services, applicant intends to offer a full range of local exchange services, including two way voice communications, but excluding traditional single line POTS. Therefore, the company initially anticipates no direct relationship with retail consumers.

IV. SERVICE TERRITORY.

Contact Communications, Inc.'s proposed service territory is that portion of the State of Idaho currently served by Qwest. As described above, the applicant will act as a wholesaler of service to internet service providers through interconnection agreements. The company will provide resold and facilities based services utilizing leased space Points-of-Presence (POPs) and Collocations within Qwest Serving Wire Centers (SWCs). The applicant will provide MMS (Managed Modem Service) VOIP (Voice Over Internet Protocol), Dedicated Transport circuits, Local High-Capacity circuits, and IP Bandwidth connectivity using Cisco, O1 Communications, and Lucent equipment. In the future, the company may expand its offerings to include voice service. Service will primarily be directed toward rural areas and cities with a population of less than 250,000. The incumbent local exchange competitor of Contact Communications, Inc. is Qwest.

V. FINANCIAL INFORMATION.

Filed as Confidential Exhibit C are the current and previous fiscal year's detailed balance sheets. Filed as Confidential Exhibit D is the current and previous fiscal year's income statement for Contact Communications.

The company has proven financially capable of providing service in the State of Wyoming since 1999. Contact Communications has also been granted CLEC certification in Montana, Oregon, Wisconsin, Kansas, North Dakota, South Dakota, Nebraska, and Colorado. The Applicant has available sufficient capital to fulfill any obligations it may undertake with respect to its operations and the services it proposes to offer.

VI. "ILLUSTRATIVE" TARIFF FILINGS.

Enclosed is the company's initial tariff and price sheets. Contact Communications will initially provide wholesale service on an individual case basis, upon initiation of retail sales, the tariff and price sheets will be amended.

VII. CUSTOMER CONTACTS.

As stated above, the primary customers of Contact Communications, Inc. will be ISPs and the applicant initially will have no direct contact with end users. However, the company maintains the highest level of technical expertise with immediate response to trouble calls on a 24 hours, 7 day a week basis. Experience to date has shown that the company's response to service needs far exceed that of most incumbent local exchange companies. Questions regarding tariffs may be directed to: Chris Robisch, 937 West Main, Riverton, Wyoming 82501, Phone (800) 996-4638. Questions regarding customer service may be directed to: Chris Robisch, 937 West Main, Riverton, Wyoming 82501, Phone (800) 996-4638.

VIII. INTERCONNECTION AGREEMENTS.

Contact Communications, Inc. has completed negotiations with Qwest and thus has an Interconnection Agreement in effect today. Contract No. ID-CDS-050228-0002 has been approved by the Commission.

IX. COMPLIANCE WITH COMMISSION RULES.

The applicant, Contact Communications, Inc., has reviewed the Commission rules and agrees to comply with these rules.

X. ESCROW ACCOUNT OR SECURITY BOND.

Contact Communications, Inc. will not initially provide retail service to end users. Upon implementation of retail service, applicant does not intend to collect advanced deposits from customers. In the event Contact Communications does collect advanced deposits, it will promptly arrange for an escrow account with a bonded escrow agent in accordance with the Commission rules.

Dated this 8 day of November, 2005.

CONTACT COMMUNICATIONS, INC.

By: _____

Dean J. Miller *(ISB No. 1968)*
McDEVITT & MILLER LLP
420 West Bannock Street
P.O. Box 2564 – Boise 83701
Boise, Idaho 83702
Tel: 208-343-7500
Fax: 208-336-6912

Attorneys for Contact Communications, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Application of CONTACT COMMUNICATIONS, INC. was delivered to the following individual(s) by the method indicated on the 8th day of November, 2005.

Idaho Public Utilities Commission
PO Box 83720
Boise, ID 83720-0074

[ ] Regular United States Mail
[✓] Hand Delivered
[ ] Via Fax
[ ] Other _____

Legal Asst.

Secretary of State
State of Wyoming
The Capitol
Cheyenne, Wyoming 82002

ARTICLES OF INCORPORATION

I. Corporate Name:	Contact Communications
II. Number and class of shares which the corporation is authorized to issue that together have unlimited voting rights:	10,000,000 (common)
III. Number and class of shares which are entitled to receive the net assets of the corporation upon dissolution: (This class of shares may also be the class of shares that together have unlimited voting rights.)	10,000,000 (common)
IV. The registered agent and street address of its registered office are:	Alexander K. Davison 1920 Thomes Avenue, Suite 600 Cheyenne, Wyoming 82001
V. The name and address of the incorporator is:	Alex Davison 1920 Thomes Avenue Cheyenne, Wyoming 82001
For name availability purposes, list the type of business the corporation will be conducting and the counties in which the corporation will be doing business:	Business: Communications and all other legal purposes. Counties: All counties within Wyoming, but not limited thereto.

Signed _____
Alex Davison

Date 3/15/00

'00 MAR 15 PM 4 11
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WYOMING
SECRETARY OF STATE

G:\HDRIVE\corp\Contact Comm100 Articles of Incorporation.doc

FILED: 06/04/2001
CID: 2000-00402555
WY Secretary of State

Doc. ID: 2001-00421276

ARTICLES OF AMENDMENT

Wyoming Secretary of State
Corporations Division
The State Capitol Building
Cheyenne, WY 82002-0020

---

1. The name of the corporation is: Contact Communications

2. Article VI is added as follows:

   Please see attached Amended Articles of Incorporation

3. The amendment was adopted on May 17, 2001, by the shareholders.

4. The designation, number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the amendment: 600,000; and the number of votes of each voting group indisputably represented at the meeting: 600,000.

5. Total number of votes cast for and against the amendment by each voting group entitled to vote separately on the amendment: 600,000 votes cast for the amendment; 0 votes cast against.

6. The number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

7. If the amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: N/A

DATE: 5/25/01

Signed: [signature]

Title: President

Secretary of State
State of Wyoming
The Capitol
Cheyenne, Wyoming 82002

AMENDED ARTICLES OF INCORPORATION

I. Corporate Name:	Contact Communications
II. Number and class of shares which the corporation is authorized to issue that together have unlimited voting rights:	10,000,000 (common)
III. Number and class of shares which are entitled to receive the net assets of the corporation upon dissolution: (This class of shares may also be the class of shares that together have unlimited voting rights.)	10,000,000 (common)
IV. The registered agent and street address of its registered office are:	Alexander K. Davison 1920 Thomes Avenue, Suite 600 Cheyenne, Wyoming 82001
V. The name and address of the incorporator is:	Alex Davison 1920 Thomes Avenue Cheyenne, Wyoming 82001
VI. Par Value for authorized shares:	$ .001/share
For name availability purposes, list the type of business the corporation will be conducting and the counties in which the corporation will be doing business:	Business: Communications and all other legal purposes. Counties: All counties within Wyoming, but not limited thereto.

Signed _____
Steve Mossbrook, President

Date 5/25/01

G:\HDRIVE\corp\Contact Comm100 Articles of Incorporation.doc

EXHIBIT
B

State of Idaho

Office of the Secretary of State

CERTIFICATE OF AUTHORITY

OF

CONTACT COMMUNICATIONS

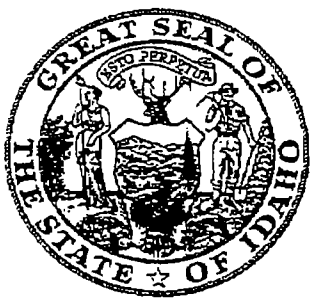
dba CONTACT COMMUNICATIONS, INC.

File Number C 135201

I PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that an Application for Certificate of Authority, duly executed pursuant to the provisions of the Idaho Business Corporation Act, has been received in this office and is found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Authority to transact business in this State and attach hereto a duplicate of the application for such certificate.

Dated: August 16, 2000



Pete T Cenarrusa
SECRETARY OF STATE

By Natalie Jones

IDAHO SECRETARY OF STATE
Viewing Business Entity

Ben Ysursa, Secretary of State

[New Search]
[Get a certificate of existence for CONTACT COMMUNICATIONS]

CONTACT COMMUNICATIONS

937 W MAIN ST
RIVERTON, WY 82501

Type of Business: CORPORATION, GENERAL BUSINESS
Status: GOODSTANDING, ANREPT SENT 01 Jun 2005
State of Origin: WYOMING
Date of Origination/Authorization: 16 Aug 2000
Current Registered Agent: CORPORATION SERVICE COMPANY
1401 SHORELINE DRIVE STE 2
BOISE, ID 83702
Organizational ID / Filing Number: C135201
Number of Authorized Stock Shares:
Date of Last Annual Report: 14 Jun 2005

Amendments:

Amendment filed 16 Aug 2000	CERTIFICATE OF AUTHORITY	View Document Online Download (TIFF format)

Annual Reports:

Report for year 2005	ANNUAL REPORT	View Document Online Download (TIFF format)
Report for year 2004	ANNUAL REPORT	View Document Online Download (TIFF format)
Report for year 2004	CHNG RA/RO	View Document Online Download (TIFF format)
Report for year 2003	ANNUAL REPORT	View Document Online Download (TIFF format)
Report for year 2002	ANNUAL REPORT	View Document Online Download (TIFF format)
Report for year 2001	ANNUAL REPORT	View Document Online Download (TIFF format)

Idaho Secretary of State's Main Page State of Idaho Home Page

Comments, questions or suggestions can be emailed to: sosinfo@idsos.state.id.us

CONFIDENTIAL ATTACHMENTS

Intrastate Telecommunications Services

Regulations, Rates and Price Schedule applicable to Retail Telecommunications Services provided by:

Contact Communications, Inc.

Steven Mossbrook, President
937 West Main
Riverton, WY 82501

TABLE OF CONTENTS

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Steven Mossbrook, President
937 West Main
Riverton, WY 82501

CHECK SHEET

The title page, table of contents, and pages 1-23 inclusive of this Regulations, Rates and Price Schedule are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the Original Price Schedule in effect on the date indicated.

PAGE	REVISION
Title	Original
Table of Contents	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
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9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original

CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Participating Carriers

Steven Mossbrook, President
937 West Main
Riverton, WY 82501

EXPLANATION OF SYMBOLS

(C) To signify changed listing, rule or condition which may affect rates or charges.
(D) To signify discontinued material, including listing, rate, rule or condition.
(I) To signify rate or charge increase.
(M) To signify material relocated from or to another part of Price Schedule with no change in text, rate, rule or condition.
(N) To signify new material including listing, rate, rule or condition.
(R) To signify reduction.
(S) To signify reissued material.
(T) To signify a change in wording of text but not change in rate, rule, or condition.

EXPLANATION OF ABBREVIATIONS

LATA Local Access and Transport Area. A geographic area established by the U.S. District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides Communication Services.

LEC Local Exchange Company

MMS Managed Modem Service

ISP Internet Service Provider

POTS Plain Old Telephone Service

Steven Mossbrook, President
937 West Main
Riverton, WY 82501

APPLICABILITY

This Price Schedule contains the regulations and rates applicable to the retail sales of telecommunications services by Contact Communications between and among points within the **State of Idaho** as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric, and like conditions. This Price Schedule does not apply to wholesale customers of Contact Communications. Rates and Regulations applicable to such service will be determined ICB.

Steven Mossbrook, President
937 West Main
Riverton, WY 82501

MAP OF EXCHANGE AREAS

The Exchange Areas to be served by Contact Communications are those areas currently served by Qwest, through Interconnection Agreement.

Steven Mossbrook, President
937 West Main
Riverton, WY 82501

I. DEFINITIONS

For the purpose of this Price Schedule, the following definitions will apply:

Access Coordination

Provides for the design, ordering, installation, coordination, preservice testing, service turn-up and maintenance on a Company provided Local Access Channel.

Access Line

An arrangement which connects the Customer's telephone to a Contact Communications designated switching center, Facility Location, or Point of Presence.

Administrative Change

A change in Customer billing address or contact name.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such service. The charges for Alternate Access may be subject to private agreement rather than published or special Price Schedule if permitted by applicable governmental rules.

Application for Service

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

ASR

ASR (Access Service Request) means an order placed with an Access Provider for Access Services.

Authorization Code

A numerical sequence which enables a customer to access the carrier and which is used by the Company to identify the customer for billing purposes.

Authorized User

A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this Price Schedule. The customer remains responsible for payment of services.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Bill Date

The date on which billing information is compiled and sent to the customer.

Call

A completed connection between the Calling and Called Stations.

Called Station

The telephone number called.

Central Office

A Local Exchange Carrier switching system where Local Exchange Carrier customers station loops are termination for purposes of interconnection to each other and to trunks.

Channel or Circuit

A dedicated communications path between two or more points having bandwidth or transmission speed specified in this Price Schedule and selected by a Customer.

Company

Contact Communications.

Customer

The person, firm, corporation, or governmental entity which orders service either for its own use, as a resale carrier or as a nonprofit manager of a sharing group, and is responsible for the payment of charged and for compliance with Company Price Schedule regulations. The term customer also includes an entity that remains presubscribed to the Company service after

its account(s) are removed from the Company's billing system, subsequently continues to use the company's network, and it's billed by the local exchange Carrier for such use, or otherwise uses service for which no other Customer is obligated to compensate the Company.

Customer Premises/Customer's Premises

Locations designated by a customer where service is originated/terminated whether for its own communications needs or for the use of its resale customers.

Customer Provided Equipment

Telecommunications terminal equipment that is located at the Customer's residence or place of business.

Dedicated Access/Special Access

Dedicated Access between the customer's premises or serving wire center and the Company's Point of Presence or Facility Location for the origination and termination of traffic.

DS-0

DS-0 means Digital Signaling Level Service and is a 64 Kbps signal.

DS-1

DS-1 means Digital Signal Level 1 Service and is 1.544 Mbps.

DS-3

DS-3 means Digital Signal Level 3 Service and is 45 Mbps.

Due Date

The Due Date is the date on which payment is due.

Equal Access

A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the customer are automatically routed to the Company's network. Presubscribed customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Steven Mossbrook, President
937 West Main
Riverton, WY 82501

Facilities

The assemblage of buildings, equipment, software, wire, fiber, and other items used to establish telecommunications services.

Facility Location

The Company's-designated location containing equipment, wire, fiber, and/or cable connections to the Local Exchange Company network, located within collocated space of the Local Exchange Company's Central Office. The facility is maintained for the purpose of providing access to The Company's Service.

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer specific arrangements are required to satisfactorily serve the Customer. The nature of such service requirements makes it difficult to establish general Price Schedule provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

Initial and Additional Period

The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

Installation

The connection of a circuit or port for new, changed or an additional service.

Interruption

Interruption shall mean a condition whereby the service or a portion thereof is inoperative, beginning at the time of notice by the customers to the Company that such service is inoperative and ending at the time of restoration.

Kbps

Kilobits per second.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications service of a Regional Bell Operating System.

Steven Mossbrook, President
937 West Main
Riverton, WY 82501

Local Access

Local Access means the service between a Customer Premises and a Company-designated Point of Presence of Facility Location within the same LEC Serving Wire Center.

Local Access Provider

Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides local telephone exchange and access service.

Mbps

Megabits per second.

Multiplexing

Multiplexing, or "muxing", is the sequential combining of lower bit rate services or circuits onto a higher bit rate service or circuit for more efficient facility capacity or vice versa.

NA

Not Available.

N/C

No Charge.

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Operator Assisted Call

A telephone connection complete through the use of the Company's Operator Services.

Payment Method

The manner which the customer designates as the means of billing charges for calls using the Company's service.

Parties

The Company and any customer that agree to, by signature, terms and conditions of any contract or agreement between them.

Point of Presence (POP)

The Company's-designated location containing equipment, wire, fiber, and/or cable connections to the other Telecommunications Carriers' networks located outside of the Local Exchange Company's Central Office. The facility is maintained for the purpose of providing access to its service.

Rate Center

A specified geographical location used for determining mileage measurements.

Restore

To make service operative following an interruption by repair, reassignment, rerouting, substitution or component parts, or otherwise, as defined by the carrier(s) involved.

Service

Service means any or all service(s) provided pursuant to this Price Schedule.

Service Commitment Period

The term elected by the customer and stated on the service order during which the Company will provide the services subscribed to by the customer.

Serving Wire Center

The Central Office of a Local Exchange Company for the purposes of providing telecommunications services.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular service offerings which the Company may, from time to time, offer to its customers for a particular service. Such offerings may be limited to certain dates, times and locations.

Switched Access Origination/Termination

Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC provided business or residential access line. The cost of switched Feature Group access.

Third Number Billing

An Operator Assisted Call for which charges are billed not to the originating number but to another telephone number which is neither the originating nor the terminating telephone number.

Travel Card Call

A service whereby the customer or authorized user dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800" or other access code dialing sequence.

United States

The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

V & H Coordinates

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

II. RULES AND REGULATIONS

2.1 Undertaking of the Company

Contact Communications services and facilities are furnished for communications originating within the **State of Idaho** terms of this Price Schedule. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain service under this Price Schedule, provided that the Company reserves the right to deny service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the service would violate the provisions of this Price Schedule or any applicable law or regulation, or if

Steven Mossbrook, President
937 West Main
Riverton, WY 82501

any applicable law or regulation restricts or prohibits provision of this service, or (C) if insufficient facilities are available to provide the service.

2.2 Use of Service

The services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. However, the Customer remains liable for all obligations under this Price Schedule notwithstanding such sharing or resale and regardless of the Company's knowledge of the same. The Company shall have no liability to any person or entity other than the Customer. The Customer shall not use nor permit others to use the service in a manner that could harm the facilities of the Company or others or that is inconsistent with any applicable law or regulation.

2.3 Limitations

2.3.1. Service is offered subject to the availability of facilities and the provisions of this Price Schedule. The Company reserves the right to refuse to provide service to or from any location where it has not ordered facilities, installed network interconnections or the necessary facilities and/or equipment are otherwise not available.

2.3.2. The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Price Schedule, or in violation of the law.

2.3.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.

2.3.4. The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by Contact Communications.

2.3.5. Billing begins on the date that service becomes effective and is provided on the basis of a minimum period of at least one month. For the purpose of computing charges in this Price Schedule, a month is considered to have 30 days. When a service is discontinued prior to the expiration of the minimum period, charges are applicable whether the service is used or not.

2.3.6. Service will be provided until cancelled by the Customer on not less than thirty (30) days written notice from the date postmarked on the letter giving notice of cancellation.

2.3.7 The Service Commitment Period for any service shall be established by the service order relevant thereto and commence at the start of service. Upon the expiration of the Service Commitment Period term, the Service Commitment Period shall automatically be extended unless written notice of termination by either the Company or Customer is

received by the other party thirty (30) days prior to the expiration of the Service Commitment Period.

2.3.8 Early termination of the Service Commitment Period term will result in a penalty to the Customer in the amount of twenty five per cent (25%) of the amount due under the remainder of the term. This amount is due from the Customer within thirty (30) days after the notice of early termination of service.

2.4 Assignment or Transfer

All service provided under this Price Schedule is directly or indirectly controlled by the Company and neither the customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this Price Schedule shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.5 Liability of the Company

2.5.1. Except as stated in this 2.5.2, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Price Schedule. This Price Schedule does not limit the liability of the Company for willful misconduct.

2.5.2. The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Price Schedule (calculated on a proportionate basis where appropriate) to the period during which such errors, mistake, omission, interruption or delay occurs. However, any such mistakes, omissions, interruptions, delays, errors

or defects in transmission or service which are caused by or contribute to by the negligence or willful act of the customer, or which arise from the use of the customer-provided facilities or equipment provided by third parties, shall not result in the imposition of any liability whatsoever upon the Company.

2.5.3. The Company is not liable for any act, omission or negligence of any other Local Exchange Carrier, Other Common carrier, or other provider whose facilities are used concurrently in furnishing any portion of the services received by the Customer, or for the unavailability of, or any delays in, the furnishing of any service or facilities which are provided by any Local Exchange Carrier.

2.5.4. The Company shall not be liable for any failure of performance hereunder due to causes

beyond its control, including but not limited to fire, flood, or other catastrophes, Acts of God: atmospheric conditions or other phenomena of nature, such as radiation; any law, regulation, directive, order or request of the United States Government, or any other government including state and local governments having any jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.

2.5.5. The Company shall not be liable for any act or omission of any other entity furnishing to the customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the fault or negligence of the customer or due in whole or in part to the failure of customer-provided equipment or facilities.

2.5.6. The customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

(a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or servicemark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;

(b) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and

(c) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or authorized Users, in connection with any service or facilities or equipment provided by the Company.

2.5.7 Under no circumstances whatsoever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this Price Schedule or by mutually agreed upon contract. When a service is disconnected prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

2.7 Billing and Payment for Service

2.7.1 Responsibility for Charges

2.7.1.a Customer shall perform those duties outlined in herein, any related Agreement signed between the Parties, and in Company-accepted Service Order Forms.

2.7.1.b Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this Price Schedule.

2.7.1.c Charges for the Service shall be determined according to the pricing set forth herein or agreed upon by written Agreement between the Parties. Recurring charges shall be invoiced by The Company on a monthly basis and non-recurring charges shall be invoiced in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to the customer shall consist of: (i) the pro-rata portion of the applicable monthly recurring charge covering the period from the Start of Service Date to the first day of the subsequent month.

2.7.1.d The customer shall be responsible to pay The Company all charges applicable to the Services regardless of: (i) whether the customer may or may not use the Services; or (ii) whether the customer may or may not use the Services due to the unavailability, incompatibility, or other impairment of customer-provided transport or backhaul circuits not provided by The Company.

2.7.1.e In the event that the customer disconnects a Service or terminates any written Agreement between the Parties prior to the full Service Term, for reasons other than Cause or an Upgrade (as defined herein), the customer shall pay all applicable Termination and Cancellation charges to The Company at once as set forth herein or a relevant written Agreement between the Parties, as well as all applicable Termination and Cancellation charges for related services ordered on behalf of the customer.

2.7.2 Payment for Service

2.7.2.a The customer is responsible for payment of all charges for services furnished to the customer or its joint or authorized users. This responsibility is not changed due to any use, misuse, or abuse of the customer's service or customer-provided equipment by third parties, the customer's employees, or the public. This includes payment for calls or services that originate at the customer's number(s), are accepted at the customer's number's (e.g. collect calls), are billed to the customer number(s) via Third Number Billing if the customer is found to be responsible for such call or service, the use of a Calling Card, or the use of a Company-assigned Special Billing Number, and incurred at the specific request of the Customer.

2.7.2.b Customer bills will be mailed by the _____ of each month and are due upon receipt. Any amount left unpaid by the ____ of the month (payment date), will be past due and may be subject to a Late Payment Fee. If such payment date would cause payment to be due on a Saturday, Sunday or any legal holiday observed in the state, payment for such bills will be due from the customer as follows:

2.7.2.c If such payment date falls on a Saturday, Sunday or a Holiday which is observed on a Monday, the payment date shall be the first non-holiday day following such Saturday, Sunday or Holiday. If such payment date falls on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the next non-Holiday day following such Holiday.

2.7.3 Late Payment Fee

Amounts not paid by the payment date of the invoice will be considered past due. Customers may be assessed late fees on past due amounts at the rate of 1.5% of the unpaid balance. If a customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay bills within a specified number of days and to make such payments in cash or of the equivalent of cash.

2.7.4 Return Check Charge

The Company reserves the right to assess a return check charge of $15.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

2.7.5 Other

Disputes with respect to charges must be presented to the Company within ___ days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.

In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.8 Deposits

The Company reserves the right to examine the credit record of customer. If the customer's financial condition is unknown or unacceptable to the Company, the customer may be required to post a security deposit in the amount not greater than three (3) months of the service requested. The Company may apply this deposit against overdue charges. The fact that a security deposit has been made in no way relieves the customer from the prompt payment of bills upon presentation. The unused portion of the security deposit, without interest, will be returned to customer thirty (30) days after termination of service.

2.9 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, Gross Receipts Tax, and Access Charges. Such taxes and fees are in addition to rates as quoted in this Price Schedule and will be itemized separately on Customer invoices.

2.10.1 Interconnection

2.10.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitation established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.10.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this Price Schedule and the other common carrier's Price Schedules.

2.11 Inspection, Testing and Adjustment

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Price Schedule are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.12 Credit Allowances for Interruption of Service

2.12.1 Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the customer, or to the failure of channels, equipment and/or communications systems provided by the customer, are subject to the general liability provisions set forth in this Price Schedule.

2.12.2 It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by customer. Before giving such notice, the customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by customer.

For purposes of credit computation every month shall be considered to have 30 days. The customer shall be credited in accordance with the Service's Service Level Agreement.

2.13 Cancellation by the Customer

The customer may have service discontinued upon notice to the Company. The Company shall hold the customer responsible for payment of all bills for service furnished as detailed in 3.6 herein.

2.14 Discontinuance of Service

2.14.1 Upon nonpayment of any sum that is more than 30 days overdue to the Company, or any violation of any provisions governing the furnishing of service under this Price Schedule, the Company may, upon written notification to the customer, without incurring any liability, immediately discontinue the furnishing of such service. cCustomer shall be deemed to have cancelled service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Price Schedule.

2.14.2 The Company reserves the right to discontinue furnishing services or billing options upon written notice, when necessitated by conditions beyond its reasonable control.

2.14.3 Service may be discontinued by the Company, without notice to the customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain customer authorization codes such as Calling Card codes, when the Company deems it necessary to take such action to prevent unlawful use of the service. The Company will restore service as soon as it can be provided without undue risk.

2.14.4 Without incurring any liability, the Company may discontinue the furnishing of service(s) to a customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.

2.14.5 The discontinuance of service by the Company pursuant to this Section does not relieve the customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

2.14.6 The customer whose check or draft is returned unpaid for any reason, after one attempt at collection, shall be subject to discontinuation of service in the same manner as provided for nonpayment of overdue charges.

2.14.7 The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

2.14.8 Except as otherwise provided in the Price Schedule, or as specified in writing by the party entitled to receive service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed service order.

2.15 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

2.16 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A customer or authorized user may only use a recording device if the customer or authorized user complies with the requirements of the applicable State and Federal law.

2.17 Special Customer Arrangements

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

Actual cost installed as mentioned above includes cost of equipment and materials specifically provided or used plus the estimated cost of installing, including engineering, labor supervision, transportation, rights of way and other items which are chargeable to the capital accounts.

2.18 Other Terms and Conditions

2.18.1 The provision of service will not create a partnership or joint venture between the Company and the customer nor result in joint service offerings to their respective customers.

2.18.2 A customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the customer without prior written approval of the Company.

2.18.3 If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a service, that entity's charges may, at the Company's option, be passed through to the customer.

2.18.4 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Price Schedule, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

2.18.5 The failure to give notice or default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or condition herein, or the granting of an extension of time for performance by the Company or the customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

III. SERVICE OFFERINGS

3.1 General

Service offerings in their entirety can be viewed by the customer at The Company headquarters during regular business hours, Monday through Friday 8:00AM through 5:00 PM. M.S.T.

3.2 Description of Service Offerings

The Company offers a range of local exchange and wholesale services, including two-way voice communications, but excluding traditional single line telephone service.

The Company will provide advanced data services including MMS (Managed Modem Service), Dedicated Transport circuits, Local High-Capacity circuits, and IP Bandwidth connectivity on a wholesale basis to Internet Service Providers and other retail service

providers. VOIP (Voice Over Internet Protocol) services are not available at this time, but may be available in the future.

3.2.1 Managed Modem Service

The Company's Managed Modem Service is a high-quality V.92 managed modem service utilizing industry-proven hardware and uses Dialed Number Identification Service (DNIS) to rapidly route an end-user to the appropriate retail service provider. The Company provides dial-in telephone numbers for its service as well as local number portability (if requested) capabilities.

3.2.2 Local Clear Channel Transport

The Company's Local Clear Channel Transport service is a point-to-point, Intra-Wire Center, dedicated non-switched electrical transmission, over a physical cross-connect between The Company's Facility Location and the customer's or end-user's adjacent Cable Connection or Demarcation point. The Service provides a fixed capacity of bandwidth for transport of customer's or end-user's digital communications traffic which originates and terminates a physical connection at a Company-specified demarcation point located in The Company's Facility Location. The Service shall extend to and include the equipment in The Company's Facility Location maintained by The Company that is necessary to connect the Service to the customer or end-user from The Company's Facility Location to the customer's or end-user's Cable Connection or Demarcation point. Related Transport circuitry and/or Internet Bandwidth or Access are not included as part of the Service, but may be ordered in conjunction with the Service through The Company.

3.2.3 Intrastate Clear Channel Transport

The Company's Intrastate Clear Channel Transport is a point-to-point, IntraLATA, dedicated non-switched electrical transmission, over a physical circuit between two (2) Company Facility Locations. The Service provides a fixed capacity of bandwidth for transport of the customer's or end user's digital communications traffic which originates and terminates a physical connection at a Company-specified demarcation point located in The Company Facility Location. The Service is offered hereunder at per Megabit transmission rates. The Service shall extend to and include the equipment maintained by The Company that is necessary to connect the Service to the customer or end user from The Company Facility Location to the customer's or end user's Central Office Cable Connection Point. Related services/circuits, including but not limited to, cross-connect data transport feeds, Managed Modem Service, Local Clear Channel Transport, and Internet Bandwidth connectivity are not included as part of the Service, but may be ordered in conjunction with the Service through The Company.

3.2.4 IP Bandwidth Service

The Company's IP Bandwidth Service delivers a fixed capacity of bandwidth, as ordered by the customer, to the Internet Backbone from its Internet Gateways. The Company utilizes Tier 1 Internet Backbone Providers and best-path routing via The Company's Border Gateway

Protocol announcements to ensure best-available and direct routing of the customer's and end-
user's digital communications traffic to destination sites. The Service is offered hereunder at per Megabit transmission rates. The Service shall extend to and include the equipment maintained by The Company, at its Internet Gateways, that is necessary to connect the Service to the customer from The Company's Internet Gateway, within The Company's Facility Location, to the customer's connecting data circuits. The customer's connecting data circuit may be through Local Clear Channel Transport, other Dedicated Transport circuits, or Intrastate Clear Channel Transport. Related services/circuits, including but not limited to, cross-connect data transport feeds, Managed Modem Service, Local Clear Channel Transport, and Intrastate Clear Channel Transport are not included as part of the Service, but may be ordered in conjunction with the Service through The Company.

3.3 Customer Orders; Service Acceptance, Upgrade and Termination

3.3.1 The Company shall provide the requested Service to customer if and to the extent that the following conditions are fully satisfied: (i) The Company receives and accepts a valid Service Order Form from the customer requesting the Service in accordance with the terms and conditions of herein or according to a written Agreement between the Parties, and (ii) The Company determines, in its sole discretion, that adequate capacity is available within The Company Facility Location and/or Point-of-Presence. The Company reserves the right to delay, reject, or terminate any customer-submitted Service Order Form in its reasonable discretion prior to the delivery of the ordered Service thereunder.

3.3.2 The customer agrees to submit Service Order Forms electronically to The Company via e-mail (orders@contactcom.net) or facsimile (307-856-1499). Service Order Forms submitted via unapproved means may not be accepted. Upon receipt of any customer Service Order Form, which does not contain complete and accurate information, The Company shall promptly notify the customer of the need for additional information and the customer resubmit a valid and complete Service Order Form to The Company thereafter. The Company shall identify on each submitted Service Order Form the desired delivery date of the Service ordered from The Company.

3.3.3 Upon receipt of a valid and complete Service Order Form, if the customer Desired Due Date is within The Company's standard installation interval, then within two (2) business days The Company shall provide to customer a due date upon which The Company will install the Service and make it available for testing and/or use.

3.3.4 The Company reserves the right to issue revised pricing or due date should the customer request changes after The Company's acceptance of a Service Order Form. The Company shall use reasonable commercial efforts to install each ordered Service on or before the before the Due Date based upon (i) The Company's standard installation interval guidelines, as amended by The Company from time to time, and (ii) when applicable, any relevant The Company's provider's due dates; however the inability of The Company to deliver the ordered Service by such date shall not be deemed an Outage or a default under this Tariff or relevant written Agreement signed by the Parties.

3.3.5 The customer orders that require The Company to arrange for third-party services on behalf of the customer's end-user require an acceptable Letter of Agency (LOA) to be obtained and stored by the customer. The Company reserves the right to request proof of customer-obtained LOA and, in its sole discretion, The Company reserves the right to reject a Service Order Form until the requested LOA has been provided, by the customer, to The Company.

3.3.6 The Company will not provide support directly to, nor interface with, any end-user. The customer is responsible for (i) selecting the end-users that are permitted to access each Service; (ii) implementing with the end-users appropriate terms, conditions, and measures to ensure that all end-users comply with the terms and conditions herein or any written Agreement signed by the Parties; (iii) establishing the end-users' rights to access each Service; (iv) providing training, copying, installing and distributing any Software (and updates, if any) to the end-users; and (v) in the case of any Service the customer is permitted to resell under this Tariff or any written Agreement signed by the Parties, billing and collecting any amounts the customer elects to charge its end-users in connection with such Service.

3.4 Start of Service

The start of service for each ordered Service (the "Start of Service Date") shall begin at the earliest to occur of (i) the date on which the customer activates the Service or (ii) the date on which the Service is made available for use by The Company to the customer after completion of Acceptance Testing as set forth in the applicable Service's Service Guide. The Company shall provide notice that a Service is ready for acceptance by delivering to the customer a service acceptance letter, confirming that the Service is ready for the customer's acceptance. If: (i) the customer fails to give written notice that the Service is in material non-compliance with the applicable standard Company network specifications, as modified from time to time by The Company (as set forth in the applicable Service Guide) within five (5)

business days after The Company sends the customer the service acceptance letter; or (ii) the customer places live traffic on the Service after notification by The Company that the Service is available, then the customer shall be deemed to have accepted such Service, and the Start of Service Date shall commence as of the date the service acceptance letter is sent to the customer by The Company. Following notice by the customer of material non-compliance as set forth above, The Company shall take such reasonable action as is necessary to correct any such non-compliance in the Service and shall, upon correction, notify the customer of a new Start of Service Date.

3.5 Customer Orders; Disconnect Service

3.6.1 Upon receipt by The Company of a valid Service Order Form to disconnect Service, The Company shall send the customer a written circuit disconnect order acknowledgement, confirming the request to disconnect the Service.

3.6.2 The customer may cancel any Service Order Form submitted to The Company or any Service validly ordered from the Company within two (2) business days from the date in which the customer receives the customer Commit Due Date by providing The Company with written notice of such cancellation on a Service Order Form. If the Service or Service Order Form is

cancelled by the customer more than two (2) business days after the date in which the customer receives the scheduled due date, but prior to the scheduled due date, the customer shall be responsible to pay all applicable charges incurred by The Company to provision and install such Service in full, including but not limited to, third party cancellation charges (if any are incurred).

3.6.3 If the Customer cancels Service ordered from The Company by providing The Company with written notice of such cancellation on or after the due date, the customer shall pay to The Company all Termination Liability charges for each cancelled Service ordered as described herein or within any written Agreement signed by the Parties.

3.6 Service Level Agreements

Service Level Agreements, for all services offered by the Company, in their entirety can be viewed by the customer at The Company headquarters during regular business hours, Monday through Friday 8:00AM through 5:00 PM. M.S.T.

3.7 Promotions

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

IV. SERVICE RATES

4.1 Managed Modem Service

4.1.1 Non-Recurring Rates – All Service Terms

Ports in Service	Charge per Service Order	Charge per MMS Port
24-96	$100.00	$30.00
97-336	$100.00	$30.00
337-672	$100.00	$30.00
673-1,344	$100.00	$30.00
1,345 +	$100.00	$30.00

4.1.2 Recurring Rates

4.1.2.a One-Year Service Term

Total Ports in Service	Per MMS Port Monthly Rate
24-96	$24.25
97-336	$23.50
337-672	$22.75
673-1,344	$22.00
1,345 +	$21.25

4.1.2.b Two-Year Service Term

Total Ports in Service	Per MMS Port Monthly Rate
24-96	$23.75
97-336	$23.00
337-672	$22.25
673-1,344	$21.50
1,345 +	$20.75

4.1.2.c Three-Year Service Term

Total Ports in Service	Per MMS Port Monthly Rate
24-96	$23.25
97-336	$22.50
337-672	$21.75
673-1,344	$21.00
1,345 +	$20.25

4.1.2.d Four-Year Service Term

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Total Ports in Service	Per MMS Port Monthly Rate
24-96	$22.75
97-336	$22.00
337-672	$21.25
673-1,344	$20.50
1,345 +	$19.75

4.1.2.e Five-Year Service Term

Total Ports in Service	Per MMS Port Monthly Rate
24-96	$22.00
97-336	$21.25
337-672	$20.50
673-1,344	$19.75
1,345 +	$19.00

4.2 Intrastate Clear Channel Transport

4.2.1 One-Year Service Term

4.2.1.a Non-Recurring Rates

Circuit Size and Length	Charge per Circuit
DS1 - 1 to 8 Miles	$540.00
DS1 - 9 to 25 Miles	$540.00
DS1 - 26 to 50 Miles	$540.00
DS1 - 51+ Miles	$540.00
DS3 - 1 to 8 Miles	$540.00
DS3 - 9 to 25 Miles	$540.00
DS3 - 26 to 50 Miles	$540.00
DS3 - 51+ Miles	$540.00

4.2.1.b Recurring Rates

	Port Termination	Base Circuit	Per Mile

Circuit Size and Length	Monthly Rate	Monthly Rate	Monthly Rate
DS1 - 1 to 8 Miles	$60.00	$43.39	$4.01
DS1 - 9 to 25 Miles	$60.00	$44.39	$4.01
DS1 - 26 to 50 Miles	$60.00	$46.60	$2.26
DS1 - 51+ Miles	$60.00	$45.01	$0.98
DS3 - 1 to 8 Miles	$60.00	$284.15	$67.78
DS3 - 9 to 25 Miles	$60.00	$288.22	$21.82
DS3 - 26 to 50 Miles	$60.00	$266.62	$26.69
DS3 - 51+ Miles	$60.00	$280.61	$18.50

4.2.2 Three-Year Service Term

4.2.2.a Non-Recurring Rates

Circuit Size and Length	Charge per Circuit
DS1 - 1 to 8 Miles	$513.00
DS1 - 9 to 25 Miles	$513.00
DS1 - 26 to 50 Miles	$513.00
DS1 - 51+ Miles	$513.00
DS3 - 1 to 8 Miles	$513.00
DS3 - 9 to 25 Miles	$513.00
DS3 - 26 to 50 Miles	$513.00
DS3 - 51+ Miles	$513.00

4.2.2.b Recurring Rates

Circuit Size and Length	Port Termination Monthly Rate	Base Circuit Monthly Rate	Per Mile Monthly Rate
DS1 - 1 to 8 Miles	$57.00	$41.22	$3.81
DS1 - 9 to 25 Miles	$57.00	$42.17	$3.81
DS1 - 26 to 50 Miles	$57.00	$44.27	$2.15
DS1 - 51+ Miles	$57.00	$42.76	$0.93
DS3 - 1 to 8 Miles	$902.50	$269.94	$64.39
DS3 - 9 to 25 Miles	$902.50	$273.81	$20.73
DS3 - 26 to 50 Miles	$902.50	$253.29	$25.36
DS3 - 51+ Miles	$902.50	$266.58	$17.58

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4.2.3 Five-Year Service Term

4.2.3.a Non-Recurring Rates

Circuit Size and Length	Charge per Circuit
DS1 - 1 to 8 Miles	$486.00
DS1 - 9 to 25 Miles	$486.00
DS1 - 26 to 50 Miles	$486.00
DS1 - 51+ Miles	$486.00
DS3 - 1 to 8 Miles	$486.00
DS3 - 9 to 25 Miles	$486.00
DS3 - 26 to 50 Miles	$486.00
DS3 - 51+ Miles	$486.00

4.2.3.b Recurring Rates

Circuit Size and Length	Port Termination Monthly Rate	Base Circuit Monthly Rate	Per Mile Monthly Rate
DS1 - 1 to 8 Miles	$54.00	$39.05	$3.61
DS1 - 9 to 25 Miles	$54.00	$39.95	$3.61
DS1 - 26 to 50 Miles	$54.00	$41.94	$2.03
DS1 - 51+ Miles	$54.00	$40.51	$0.88
DS3 - 1 to 8 Miles	$855.00	$255.74	$61.00
DS3 - 9 to 25 Miles	$855.00	$259.40	$19.64
DS3 - 26 to 50 Miles	$855.00	$239.96	$24.02
DS3 - 51+ Miles	$855.00	$252.55	$16.65

4.3 Local Clear Channel Transport

4.3.1 Non-Recurring Rates

Circuit Size and SWC Zone	Charge Per Circuit
DS1 - Zone 1	$160.95
DS1 - Zone 2	$160.95
DS1 - Zone 3	$160.95
DS3 - Zone 1	$160.95

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DS3 - Zone 2	$160.95
DS3 - Zone 3	$160.95

4.3.2 Recurring Rates

Circuit Size and SWC Zone	**Monthly Rate**
DS1 - Zone 1	$135.95
DS1 - Zone 2	$135.95
DS1 - Zone 3	$152.95
DS3 - Zone 1	$1,692.95
DS3 - Zone 2	$1,707.95
DS3 - Zone 3	$2,071.95

4.4 IP Bandwidth Service

4.4.1 Non-Recurring Rates

IP Bandwidth Set-Up Or Augment	**Charge Per Order**
Any Increment	$500.00

4.4.2 Recurring Rates

Bandwidth Amount	**Monthly Rate**
1M	$132.95
2M	$265.95
3M	$398.95
4M	$531.95
5M	$640.95
6M	$768.95
7M	$896.95
8M	$1,024.95
9M	$1,152.95
10M	$1,280.95
11M	$1,354.95

4.4.3 Recurring Rates (continued)

Bandwidth Amount	**Monthly Rate**
12M	$1,477.95
13M	$1,600.95
14M	$1,723.95

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15M	$1,773.95
16M	$1,891.95
17M	$2,009.95
18M	$2,127.95
19M	$2,245.95
20M	$2,364.95
25M	$2,932.95
30M	$3,398.95

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