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GENERAL EXCHANGE PRICE LIST

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E. LONG DISTANCE SERVICE

(N)

TERMS AND CONDITIONS

I. Services Provided

- a. The Company provides access to facilities, services and equipment over which our Customers may transmit voice, data and other communications of their own choosing to intrastate and interstate destinations.
- b. The Company provides service on a 7 days per week, 24 hours per day basis to all destinations in the United States (including Alaska and Hawaii).
- c. The Company has customer service representatives available from 8:30 A.M. to 5 P.M. Monday through Friday to assist its Customers with any questions or problems regarding its toll services. A Company representative can be reached during these hours by dialing 605-874-2181, 605-879-2034 or (800-417-4667).

II. Charges, Bills and Payment for Service

- a. Service is provided and billed on a monthly basis, and will continue to be provided and billed until canceled by the Customer or terminated by the Company.
- b. The Company bills for its toll services on a usage basis, either in one minute, 30-second periods, or 6-second periods (depending on the specific calling plan the Customer selects, with a minimum of one full minute), and rounds up any fractional period.
- c. The Company will pass through to its Customers all applicable federal, state and local taxes or surcharges.
- d. Payment for all bills rendered by the Company for its toll services are due within 11 days after the Company mails the bill to the Customer. If payment is not received within 11 days after rendition of a bill, a late charge of 1.5% will be applied to all amounts past due.
- e. No late charge will be assessed upon properly disputed charges (see dispute procedures below).
- f. The Company may require a Customer to make an advance payment prior to or at any time after provision of service, not to exceed estimated charges for 3 months. The advance payment will be applied to Customer's first month and subsequent month's bill until it is used up.
- g. The Company reserves the right to establish a credit limit for the Customer, and to suspend service to the Customer when the Customer reaches the applicable limit.

GENERAL EXCHANGE PRICE LIST

E. LONG DISTANCE SERVICE (Continued)

(N)

III. Obligations of Customer

- a. The Customer is responsible for the timely payment of all billed charges for services or facilities provided by the Company, and for the payment of reasonable attorney's fees and court costs if the Company is required to retain an attorney to collect any of its billed charges from the Customer.
- b. The Customer will not use the Company's services in a manner that interferes unreasonably with the use of the services by one or more other Customers.
- c. The Customer will not use the Company's services in an abusive, illegal or fraudulent manner, nor alter or tamper with the Company's connections or facilities.
- d. The Customer will indemnify the Company against any and all liability, including reasonable counsel fees, arising from any claims against the Customer for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer over the Company's facilities, services or equipment.

IV. Resolution of Billing Disputes

- a. If the procedures of this section are followed, the Customer may withhold payment relating to disputed items pending resolution of the dispute.
- b. Within 15 days of the bill date of a disputed bill, the Company must receive from the Customer an itemized statement in writing which identifies the disputed charges and reasonably explains the basis of the dispute. Failure to comply with this requirement shall mean the bill is deemed correct and all amounts are due to the Company.
- c. The Company shall review the Customer's statement of disputed charges, and shall issue a written initial determination within 15 days after receipt to set forth the Company's proposed resolution of the dispute charges.
- d. If the Customer is not satisfied with the Company's proposed resolution, the Customer must advise the Company in writing within 15 days after receipt of the Company's initial determination, of the specific reasons for the dissatisfaction and provide any additional information the Customer deems pertinent or relevant to the dispute.
- e. Within 15 days after the Company's receipt of additional information, the Company shall make its final determination and resolution of the disputed charges based upon all documentation or information available to the Company.
- f. If the Customer continues to withhold payment of any disputed amounts, determined to be owed to the Company, the Customer's account shall be deemed to be past due, and subject to termination.
- g. If the disputed service involves intrastate calls, the Customer may avoid disconnection by placing the disputed amount into escrow pending a resolution by the Minnesota Public Utilities Commission.

GENERAL EXCHANGE PRICE LIST

E. LONG DISTANCE SERVICE (Continued)

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V. Limitation of the Company's Liability

- a. The Customer assumes all risks, other than those resulting from gross negligence or willful misconduct associated with the provision of all telecommunications services and delivery of messages. The liability of the Company for damages resulting in whole or in part from mistakes, omissions, interruptions, delays, errors or other defects in the intrastate and interstate toll services provided shall not exceed its billed charges for the defective call or calls.
- b. Neither the Company, nor its officers, agents or employees will be liable for indirect, incidental, special, punitive or consequential damages, including but not limited to damages for loss of anticipated profits or revenue, lost saving, or other economic loss in connection with or arising from any telecommunications service or message, whether arising in contract, warranty, strict liability, tort negligence of any kind (other than willful negligence or intentional misconduct) and regardless of whether the possibility of such damage resulting was foreseen.
- c. The Company shall not be liable for any interruption, failure or degradation of service due in whole or part to causes beyond its control including but not limited to; (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of any instrumentality of the United States Government, or of any foreign, state or local government; (3) any national emergency, insurrection, riot, war, strike or labor difficulty; (4) any act or omission by any other carrier, including the carrier providing the resold services to the Company, or other entity affecting the facilities or equipment over which the Company services are provided; (5) any negligence by the Customer or defects or failures of the Customer's equipment; and (6) any negligent acts or omissions of third parties.
- d. Customer shall hold the Company harmless from any third-party claims arising out of Customer's use of the Company's service.

VI. Refusal, Termination or Suspension of Service

- a. The Company may refuse service to a Customer that fails or declines to make an advance payment requested by the Company.
- b. The Company may discontinue service with 5 day written notice, excluding Sundays and legal holidays, if it finds that; (i) the Customer has furnished false or misleading information in an effort to obtain or retain service or (ii) if the Company reasonably believes that the Customer or entities using the Customer's account or facilities are using the Company services in a manner that; is abusive, illegal or fraudulent or involves threatening, annoying, vile, profane, obscene or abusive language.
- c. The Company may terminate service 11 days after a written notice of termination is mailed to the last known billing address of a Customer that has failed to pay a bill for more than 30 days after it was rendered, or that has failed to pay disputed charges determined to be owed to the Company via the Company's billing dispute resolution procedures (see above) for more than 10 days after the end of the dispute resolution proceeding.

GENERAL EXCHANGE PRICE LIST

E. LONG DISTANCE SERVICE (Continued)

(N)

VI. Refusal, Termination or Suspension of Service (Continued)

- d. The Company reserves the right to suspend service to a Customer when the Customer reaches the credit limit established by the Company.
- e. The Company may suspend or terminate service to a Customer immediately if the Company reasonably believes that the Customer or entities using the Customer's account or facilities are using the Company services in a manner that; (i) interferes with the use of the services by one or more other Customers; (ii) damages the Company's facilities or equipment or (iii) places excessive capacity demands upon the Company's facilities or service.

RATES:

Long Distance Plans:

A. ITC Basic "Flat Rate" Plan for Business and Residence End Users:

The plan will have a one minute minimum billing, billed in six second increments thereafter. A flat rate of 14 cents per minute for both Intrastate and Interstate. No monthly service charge.

B. ITC Tiered Volume Discount "Flat Rate" Plan for Business and Residence End Users:

The plan will have 30 second minimum billing, billed in six second increments thereafter. A flat rate of 14 cents per minute for both Intrastate and Interstate. Automatic discounts will apply depending on monthly billing amounts as follows:

Monthly Charges at flat per minute rate:	Discount
\$0 to \$24.99	None
\$25 to \$49.99	14.3 %
\$50 to \$99.99	21.4 %
\$100 to \$249.99	28.6 %
\$250 +	35.7 %

GENERAL EXCHANGE PRICE LIST

(N)

E. LONG DISTANCE SERVICE (Continued)

RATES: (Continued)

DIRECTORY ASSISTANCE SERVICE:

The Company will provide its customers with directory assistance for obtaining listed telephone numbers. Access to Company directory information services will be provided by dialing an NPA plus 555-1212. Charge per call \$.95.

OPERATOR ASSISTED TOLL SERVICE:

- A. Operator services are offered for the purpose of assisting customers with dialing and/or billing needs in order to complete telephone calls.
- B. Collect Calls. A call for which charges are billed, not to the originating telephone number, but to the destination or termination telephone number.
- C. 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.
- D. 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.
- E. 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. Any of the types of calls described above, may optionally be placed on a person-to-person 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.
- F. Operator assisted service is billed in sixty (60) second increments, with a sixty (60) second minimum.
- G. Rates for intrastate interLATA and intraLATA calling are described in "Long Distance Plans above" and apply in addition to Operator Surcharges.
- H. Visually Impaired. Upon completion of a form by a certified authority, a visually impaired caller will be exempt from operator surcharges. The caller must identify themselves when calling and ask for the exemption.

Per Call Operator Surcharges:

Operator dialed station-to-station	\$2.25
Operator dialed person-to-person	\$4.90
Calling card or credit card	\$0.80
Coin sent paid	\$2.25