### COLEMAN COUNTY TELECOMMUNICATIONS, LTD. SERVICES AGREEMENT

This Agreement ("Agreement") governs the rates, terms and conditions for provision by Coleman County Telecommunications, Ltd. d/b/a Trans Texas Technologies or 3TLD (Company) of interstate and international long distance service ("Service"). Interstate long distance Service is a service involving a 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 call originating in one country and terminating in another country. As used in this Agreement, "you" and "your" refer to the individual or entity using or paying for the Service. THIS AGREEMENT INCORPORATES BY REFERENCE THE RATES, TERMS AND CONDITIONS INCLUDED IN THE COLEMAN COUNTY TELECOMMUNICATIONS, LTD., INC. RATES, TERMS AND CONDITIONS DOCUMENT. The Coleman County Telecommunications, Ltd. Rates, Terms and Conditions Document ("Rates, Terms and Conditions") is available at the Company's offices at 215 North 2nd Street, Santa Anna, Texas 76878 and on Coleman County Telecommunications, Ltd.'s website at <a href="http://www.3tld.net/">http://www.3tld.net/</a>.

BY ACCEPTING SERVICE FROM THE COMPANY YOU ACCEPT THE RATES, TERMS AND CONDITIONS INCLUDED IN THIS AGREEMENT AND THE INCORPORATED RATES, TERMS AND CONDITIONS AS A BINDING AGREEMENT BETWEEN YOU AND THE COMPANY.

- **1. SERVICES.** Availability of individual Service offerings of the Company is described in the Rates, Terms and Conditions.
- **2. RATES.** You agree to pay the Company for the Services at the rates and charges listed in the Rates, Terms and Conditions. The Company will apply rates and charges for Services provided to you as described in the Rates, Terms and Conditions.
- 3. CHANGES IN RATES, TERMS AND CONDITIONS. The Company may change this 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 on its web site modifications to the Rates, Terms and Conditions reflecting the changes. 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 5 below. The Company may decrease rates and charges without providing advance notice. USE OF THE COMPANY'S SERVICE AFTER THE FIFTEEN (15) DAY NOTICE PERIOD SHALL BE CONSTRUED AS YOUR AGREEMENT TO THE CHANGED RATES, TERMS AND CONDITIONS.
- **4. PAYMENTS.** You must pay all bills or invoices from the Company for Services on or before the due date. Terms and conditions applicable to payment are contained in the Rates, Terms and Conditions. Terms and conditions contained in the Rates, Terms and Conditions applicable to payments include, but are not limited to, a requirement for payment by you of late payment charges at the highest interest rate allowable by law applied to past due amounts.
- **5. 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 advance notice of changes to taxes and surcharges, except as required by applicable law.

- **6. TERMINATION OR DENIAL OF SERVICE BY THE COMPANY.** In the event of nonpayment of any bill rendered or any required deposit, the Company may, after written notice, suspend your Service. The Company may, immediately and without notice to you, and without liability of any nature, temporarily deny, terminate, or suspend your Service:
  - a. in the event you or your agent: (i) willfully damage the Company's equipment, interfere with use of the Company's Service by other customers of the Company; (ii) unreasonably place capacity demands upon the Company's facilities or Service; or (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
  - b. in the event you become insolvent, are 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. in the event that the Company determines that any Service is being used fraudulently or illegally, whether by you or your agent.
- 7. INDEMNIFICATION. YOU AGREE THAT THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS AGAINST THE COMPANY THAT ARISE FROM YOUR 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 THE AGREEMENT ENDS.
- **8. LIABILITIES OF THE COMPANY.** Except as stated in this Section 8, 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 Agreement.
  - a. The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Agreement including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under this Agreement applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.
  - b. The Company shall not be liable for any failure of performance hereunder due 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 the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.
  - c. The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any customer or due to the failure of customer provided equipment, facilities or services.

- 9. WARRANTIES. EXCEPT AS THIS AGREEMENT EXPRESSLY STATES, 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.
- **10. 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 unpaid and your Service subject to termination under Section 6 above. Any payments you withhold pending resolution of the dispute may be subject to a late payment charge at the highest interest rate allowable by law applied to past due amounts.

#### 11. MISCELLANEOUS

- **a. Entire Agreement.** This Agreement (which incorporates by reference the Rates, Terms and Conditions) 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 3 above. No written or oral statement, advertisement, or service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. Neither you nor the Company is relying on any representations or statements by the other party or any other person that are not included in this Agreement.
- **b. Separability.** If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.
- **c. No Third Party Rights.** This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.
- **d. Assignment.** The Company can assign all or part of its rights or duties under this Agreement without notifying you. You may not assign this Agreement or the Services without the Company's prior written consent.
- **e. 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's 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 3 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 ad, postcard, letter, call to your billed telephone number.
- f. Governing Law. This Agreement will be governed by the law of the State of Texas.

RATES, TERMS AND CONDITIONS DOCUMENT (RTC)
CONTAINING
RATES, TERMS AND CONDITIONS
APPLICABLE TO
LONG DISTANCE SERVICES
FURNISHED BY

COLEMAN COUNTY TELECOMMUNICATIONS, LTD. d/b/a Trans Texas Technologies d/b/a 3TLD

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

## LONG DISTANCE SERVICES

# **TABLE OF CONTENTS**

			<u>Page No.</u>
Section	on 1:	General	1
1.1 1.2	Applica Definition	tion of Rates, Terms and Conditions	1 2
Section	on 2:	Terms and Conditions	4
2.1 2.2 2.3 2.4 2.5 2.6 2.7 2.8 2.9 2.10	Genera Obligati Service Liabilitie Paymen Billing I Cancell Cancell	aking of the Company	
Section	on 3:	Description of Service	17
3.1 3.2 3.3 3.4 3.5 3.6	Schools Timing Calcula Promot	Is and Libraries Discount Program of Callstion of Distanceonal Discounts Descriptions	
3.7		cking Initiated by the Company	

## LONG DISTANCE SERVICES

# TABLE OF CONTENTS (Cont'd)

			<u>Page No</u>
Section	on 4:	Rates for Interstate Long Distance Service	22
4.1	4.1.A 4.1.B 4.1.C 4.1.D 4.1.E 4.1.F 4.1.G	Automatic Recharge Travel Card Service Optional Account Code Call Accounting	
Section	on 5:	Rates for International Long Distance Service	24
5.1	Interna	ational Rates and Charges	22
	5.1.A	"1 Plus" Long Distance Service calls to Canada	24
		"1 Plus" Long Distance Service calls to Mexico	

#### SECTION 1 – GENERAL

## 1.1 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 and International Long Distance Service, hereinafter collectively or individually referred to as "Service", by Trans Texas Technologies, hereinafter referred to as "Company" or "Trans Texas Technologies," 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 Coleman County Telecommunications, Ltd. 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 and International Long Distance Services 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 terms and conditions in the Rates, Terms and Conditions, the terms and conditions in 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 mandated charges. 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.
- 1.1.E The Rates, Terms and Conditions contained herein are not applicable to Intrastate Long Distance Service. The Company provides Intrastate Long Distance Service under tariff filed with the Public Utility Commission of Texas. Not withstanding the inapplicability of the Rates, Terms and Conditions to Intrastate Long Distance Service, the rates for certain Intrastate Long Distance Services under tariff may or may not be the same as rates for the corresponding Interstate Long Distance Service under the Rates, Terms and Conditions. The tariff may be viewed at the Company's offices.

NOVEMBER 10, 2005

### **SECTION 1 – GENERAL**

#### 1.2 Definitions

**Access Line** – An arrangement which connects the Customer's telephone to a Trans Texas Technologies designated switching center or point of presence.

**Authorization Code** – A predefined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

**Available Usage Balance** – The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

**Company or Carrier** – Whenever used in this Rates, Terms and Conditions, "Company" or "Carrier" refers to Trans Texas Technologies unless otherwise specifically or clearly indicated by the context.

Commission - The Public Utility Commission of Texas.

**Customer** – Any person, firm, partnership, corporation, or other entity responsible for payment for telecommunications services and for complying with the terms and conditions of the Company's Rates, Terms and Conditions.

**Debit Amount** – An account which consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call.

**Debit Card** – A card issued by the Company which provides the Customer with a Debit Account, Personal Account Code, and instructions for accessing the Carrier's network.

**Debit Service Card** – A service access via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company issued Debit Account.

**Dedicated Access** – A method of reaching the Company's services whereby the Customer is connected directly to the Company's Point of Presence without utilizing services of the local switched network.

NOVEMBER 10, 2005

#### SECTION 1 – GENERAL

## 1.2 <u>Definitions (Cont'd)</u>

**Equal Access** – Where the local exchange company allows end users to presubscribe their long distance service to the user's carrier of choice. Access is provided to interexchange carriers to equal access end offices via Feature Group D circuits.

**Initial Usage Balances** – The amount of usage on a Debit Account upon issuance and before any depleting call activity.

**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.

**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). The term "state" for purposes of Interstate Long Distance Service includes all Domestic points including all fifty (50) states and U.S. territories and possessions.

**Marks** – A collective term to mean such items as trademarks, service marks, trade names, and logos; copyrighted words, artwork, designs, pictures, or images; or any other trade device or merchandise to which legal rights or ownership are held or reserved by an entity.

**Personal Identification Number (PIN)** – A numeric or alpha-numeric sequence which uniquely identifies a travel card or debit card account. See Authorization Code.

Rates, Terms and Conditions (RTC) - 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.

**Renewal** – A method of replenishing a Debit Account's Available Usage Balance with additional minute of usage as authorized and paid for by the Customer.

**Sponsor** – A corporation or other legal entity that exclusively permits the use of its Marks to the Company for use with telephone cards or other merchandise, and contracts with the Company for the marketing of the services described herein.

**Switched Access Origination** – Where originating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

**Trans Texas Technologies** – Used throughout this Rates, Terms and Conditions to refer to Trans Texas Technologies unless otherwise indicated by the context.

**NOVEMBER 10, 2005** 

## 2.1 Undertaking of the Company

Trans Texas Technologies services are furnished for communications originating at specified points within the State of Texas under terms of this Rates, Terms and Conditions.

Trans Texas Technologies provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Rates, Terms and Conditions. Trans Texas Technologies may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Trans Texas Technologies services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

## 2.2 General

Trans Texas Technologies is a carrier providing Interstate and International Long Distance Service to Customers for their direct transmission of voice, data and other types of telecommunications within the United States, between points in the United States and international points, as described in these Rates, Terms and Conditions. The services described herein are only available where necessary facilities exist.

### 2.3 Obligations of the Customer

- 2.3.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.
- 2.3.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.
- 2.3.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.
- 2.3.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.

## 2.3 Obligations of the Customer (Cont'd)

- 2.3.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.
- 2.3.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.
- 2.3.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.
- 2.3.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.
- 2.3.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.
- 2.3.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:
  - 2.3.J.1 Using the Service for any purpose which is in violation of any law.
  - 2.3.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.
  - 2.3.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.
  - 2.3.J.4 Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.

**NOVEMBER 10, 2005** 

# 2.3 Obligations of the Customer (Cont'd)

## 2.3.J (Cont'd)

- 2.3.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.
- 2.3.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.

### 2.4 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 Liabilities of the Company

2.5.A The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. In no event will the Company be responsible for consequential damages for lost profits suffered by a customer or end user as the result of interrupted or unsatisfactory service. For the purpose of computing such amount a month is considered to have thirty (30) days.

NOVEMBER 10, 2005

# 2.5 Liabilities of the Company (Cont'd)

- 2.5.B Company shall be indemnified and held harmless by the customer against:
  - 2.5.B.1 Claims for libel, slander, infringement of copyright, or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
  - 2.5.B.2 Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
  - 2.5.B.3 All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.
- 2.5.C The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.5.D Company shall not be liable for the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other actions or liabilities whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement, or destruction of the premises of the Customer or any other property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use is not the direct result of the Company's negligence.

NOVEMBER 10, 2005

## 2.5 Liabilities of the Company (Cont'd.)

- 2.5.E The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of God, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one or more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Rates, Terms and Conditions to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.5.F The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Texas law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to valuate the Customer's claims or demands.
- 2.5.G The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

NOVEMBER 10, 2005

## 2.6 Payments and Billing for Services

### 2.6.A Deposits

- 2.6.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.
- 2.6.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.
- 2.6.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.
- 2.6.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.
- 2.6.A.5 Upon termination of Service, and assuming deposits of the Customer are not applied as indicated in Section 2.7.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.

#### 2.6.B Description of Payment and Billing Periods

- 2.6.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 no less than thirty (30) days notice given to the Company.
- 2.6.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.
- 2.6.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.

**NOVEMBER 10, 2005** 

## 2.6 Payments and Billing for Services (Cont'd)

## 2.6.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.

## 2.6.C.1 Public Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the Federal Communications Commission's (FCC) pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate, and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company's service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies, and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e. using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charge for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

The rate for the Public Pay Telephone Surcharge can be found in Section 4, following.

**NOVEMBER 10, 2005** 

ISSUED BY: Michael Walton, CEO

Trans Texas Technologies 801 S. Santa Fe/P.O. Box 579 Santa Anna, TX 76878

# 2.6 Payments and Billing for Services (Cont'd)

## 2.6.D Payment and Late Payment Charge

- 2.6.D.1 The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage and are billed monthly in arrears.
- 2.6.D.2 Payment will be due sixteen days after issuance and posting of invoice. The issuance date is the postmark date or the issuance date on the bill if there is no postmark. If the due date falls on a weekend or holiday, the bill will be due the next business day after such weekend or holiday.
- 2.6.D.3 Bills not paid within thirty (30) days after the date of posting are subject to a 1.5% late payment charge for the unpaid balance, or the maximum allowable under state law.
- 2.6.D.4 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.
- 2.6.D.5 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 2.7.D.2. Restoration of Service will be subject to all applicable installation charges.

### 2.6.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 may be a charge as set forth herein. Such charge will be applicable on each occasion when a check is returned or not processed.

NOVEMBER 10, 2005

## 2.6 Payments and Billing for Services (Cont'd)

### 2.6.F Credit Allowance/Service Interruptions

- 2.6.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.
- 2.6.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.
- 2.6.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.
- 2.6.F.4 Only those portions of the Service or equipment operation disabled will be credited.
- 2.6.F.5 Any credit provided to the Customer under these Rates, Terms and Conditions shall be determined in accordance with the provisions of Section 2.6.G.

## 2.6.G Service Interruption Measurement

- 2.6.G.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.
- 2.6.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.

**NOVEMBER 10, 2005** 

# 2.7 Billing Disputes

- 2.7.A Billing disputes should be addressed to Company's Customer Service Organization via telephone to 1-800- 439-1723. Customer Service is available Monday through Friday, 8:00 am to 5:00 pm.
- 2.7.B In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
  - 2.7.B.1. First, the Customer may request the Company perform an independent review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
  - 2.7.B.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision. The address of the Commission is:

Texas Public Utility Commission Customer Protection P. O. Box 13326 Austin, TX 78711-3326

NOVEMBER 10, 2005

## 2.8 Cancellation by Customer

- 2.8.1 Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.
- 2.8.2 Customer is responsible for usage charges while still connected to the Company's service and the payment of associated Local Exchange Company charges, if any, for service charges.
- 2.8.3 Any non-recoverable cost of company expenditures shall be borne by the customer if:
  - 2.8.3.A The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
  - 2.8.3.B Liabilities are incurred expressly on behalf of the customer by Company and not fully reimbursed by installation and monthly charges; and
  - 2.8.3.C Based on an order for service and construction has either begun or has been completed, but no service provided.

NOVEMBER 10, 2005

## 2.9 Cancellation by Company

- 2.9.A Company reserves the right to immediately discontinue furnishing the service to customers without incurring liability:
  - 2.9.A.1 In the event of a condition determined to be hazardous to the customer, to other customers of the utility, to the utilities equipment, to the public or to employees of the utility; or
  - 2.9.A.2 By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
  - 2.9.A.3 If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
  - 2.9.A.4 For unlawful use of the service or use of the service for unlawful purposes; or
  - 2.9.A.5 If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.
- 2.9.B The Company may discontinue service according to the following conditions upon ten (10) days written notice:
  - 2.9.B.1 For violation of Company's Rates, Terms and Conditions.
  - 2.9.B.2 For the non-payment of any proper charge as provided by Company's Rates. Terms and Conditions.
  - 2.9.B.3 For Customer's breach of the contract for service between the utility and customer.
  - 2.9.B.4 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.9.C The discontinuance of Service(s) 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. The remedies set forth herein shall not be exclusive and the company shall at all times be entitled to all the rights available to it under law or equity.

NOVEMBER 10, 2005

## 2.9 Cancellation by Company (Cont'd.)

2.9.D The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

#### 2.10 Toll Free Services

- 2.10.A The Company will make every effort to reserve 800/855/866/877/888 toll free vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.10.B The Company will participate in porting 800/855/866/877/888 numbers only if the account balance is zero and all charges incurred as a result of the toll free number have been paid.
- 2.10.C 800/855/866/877/888 numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Account Code, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this Rates, Terms and Conditions, the Company will only honor Customer requests for a change in Resp. Org. or 800/855/866/877/888 service provider for 800/855/866/877/888 numbers dedicated to the sole use of that single Customer.
- 2.10.D If a Customer who has received a toll free number does not subscribe to 800/855/866/877/888 service within ninety (90) days, the Company reserves the right to make the assigned number available for use by another Customer.

**NOVEMBER 10, 2005** 

#### 3.1 General

Service is offered to business and residential Customers and is available on a presubscription basis from equal access originating end offices only. When a Customer elects to use Travel Card service, calls may be initiated from any location from which the caller can dial the appropriate access codes

Rates vary by service type, time of day, and call duration. Charges are computed on an airline mileage basis as described in Section 3.5 of this Rates, Terms and Conditions.

Customers are billed based on their use of Trans Texas Technologies' long distance service. No installation charges apply. Some plans may require a fixed monthly recurring charge.

# 3.2 Schools and Libraries Discount Program

Qualifying schools, libraries, and consortia are entitled to receive percentage discount rates equivalent to those adopted for interstate services pursuant to 47 Code of Federal Regulations Part 54, Subpart F (relating to Universal Service Support for schools and libraries) on intrastate telecommunications services purchases from this Rates, Terms and Conditions.

# 3.3 Timing of Calls

- 3.4.A Long distance charges are based on the actual usage of Trans Texas Technologies' network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- 3.4.B There is no billing applied for incomplete calls.
- 3.4.C Minimum call duration and additional increments for billing are specified in the description of each service.

NOVEMBER 10, 2005

### 3.4 Calculation of Distance

Unless otherwise specified in the product description and rates sections, usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by Telcordia, as they appear in National Exchange Carriers Associations Tariff No. 4, in the following manner:

Step 1 – Obtain the "V" and "H" coordinates for the serving wire center of the Customer's location and the destination point.

Step 2 – Obtain the difference between the "V" coordinates of each of the wire centers. Obtain the difference between the "H" coordinates.

Step 3 – Square the differences obtained in Step 2.

Step 4 – Add the square s of the "V" difference and the "H" difference obtained in Step 3.

Step 5 – Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 – Obtain the square root of the whole number obtained in Step 5. Round to the next higher number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call or service.

Formula:

$$\sqrt{\frac{(V_1-V_2)^2+(H_1-H_2)^2}{10}}$$

#### 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.

## 3.6 Service Descriptions

Trans Texas Technologies provides switched and dedicated access inbound and outbound telecommunications services which allow Customers to establish a communications path between two stations by using uniform dialing plans. Calls are billed in one-minute increments with a one-minute initial billing minimum, unless otherwise stated in this Rates, Terms and Conditions.

- 3.6.A "1 Plus" Long Distance Service Switched is a switched access service, offering users outbound "1 plus" long distance telecommunications services from points originating and terminating in the State of Texas, throughout the United States, and internationally. Calls are billed in one-minute increments with an initial billing period of one minute.
- 3.6.B "1 Plus" Long Distance Service Dedicated is a dedicated access service, offering users outbound "1 plus" long distance telecommunications services from points originating and terminating in the State of Texas, throughout the United States, and internationally. Calls are billed in one-minute increments with an initial billing period of one minute.
- 3.6.C **Toll Free Service Switched** is a switched access service, offering users inbound, toll free 800/855/866/877/888 number, long distance telecommunications services from points originating and terminating in the State of Texas. This service enables the caller to contact the Customer toll free, through the use of an assigned 800/855/866/877/888 number. Customers may request a Vanity 8XX number for a one-time fee as designated in Section 4 hereafter. Calls are billed in one-minute increments with an initial billing period of one minute.
- 3.6.D **Toll Free Service Dedicated** is a dedicated access service, offering users inbound toll free 800/855/866/877/888 number, long distance telecommunications services from points originating and terminating in the State of Texas. This service enables the caller to contact the Customer toll free, through the use of an assigned 800/855/866/877/888 number. Customers may request a Vanity 8XX number for a one-time fee as designated in Section 4 hereafter. Calls are billed in one-minute increments with an initial billing period of one minute.

NOVEMBER 10, 2005

## 3.6 Service Descriptions (Cont'd.)

- 3.6.E **Travel Calling Card Service** permits the caller to charge a principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touchtone telephone in the United States by dialing a toll free 800/855/866/877/888 number and entering a personal identification code followed by the desired telephone number. Calling Card calls are billed at the rates on the Company's Rates, Terms and Conditions, and appear on the Customer's monthly long distance bill. Calls are billed in one (1) minute increments with an initial billing period of one (1) minute.
- 3.6.F **Directory Assistance** is provided by Trans Texas Technologies' underlying carrier to subscribers of record. The Customer may access the underlying carrier's Directory Assistance by dialing 1 (area code) 555-1212. The Customer will be billed for such service by Trans Texas Technologies, except as otherwise stated in this Rates, Terms and Conditions. Where the customer places a call to the Directory Assistance attendant via an operator or has Directory Assistance charges billed to a telephone calling card, or a telephone number other than the originating number, the call may be billed at a different rate or assessed additional charges.
- 3.6.G Prepaid Calling Card Service is a prepaid switched access service available to all Customers via a toll free number. The customer may purchase a Trans Texas Technologies card at a variety of retail outlets or through other distribution channels. Trans Texas Technologies cards are available at a face value ranging from \$3.00 to \$50.00. After a call has been placed to the toll free number, the caller is prompted by an automated voice response system to enter his/her authorization code and then to enter the terminating telephone number. The total price of each call is deducted from the prepaid amount on the Customer's Trans Texas Technologies card. Should the balance on the card approach zero, the caller is so advised, and, if desired, the caller may enter a valid commercial credit card number to continue the call or replenish the face value for future calls. If the account is not replenished, service will be blocked when no funds remain on the card. Calls are billed in one (1) minute increments with an initial billing period of one (1) minute.

NOVEMBER 10, 2005
ISSUED BY: Michael Walton, CEO

## 3.6 Service Descriptions (Cont'd.)

- 3.6.H Automatic Recharge Travel Card Service is available to all qualified Customers, and is a prepaid switched access service. This service allows a caller to complete long distance calls while traveling, and is accessed via a toll-free number. The service can be set up to allow account codes to be entered for business office accounting. After a call has been placed to a toll-free number, the caller is prompted by an automated voice response system to enter an authorization code and then enter the terminating telephone number. This service automatically recharges the Customer's account to a predetermined amount on a specific day of the month. Calls are billed in one (1) minute increments with an initial billing period of one (1) minute.
- 3.6.1 Optional Account Code Call Accounting is available to all qualified Customers, and is an optional service. This service allows a customer to record information about telephone calls, organize that information, and upon request, prepare reports. The information that is typically captured includes from which extension the call was made, the telephone number being called (local or long distance), which circuit is used to complete the call, when the call started, and the call duration. This service is primarily used by business customers for the following reasons: to control telephone abuse or misuse, to allocate telephone calling costs to the appropriate department or division, to bill clients and projects back for telephone charges incurred, to motivate or evaluate personnel, to monitor the quality of the phone system, or to verify long distance billing.

## 3.7 Toll Blocking Initiated by the Company

The Company may request that the local exchange carrier block a residential customer's access to long distance service when the customer does not pay for long distance charges owed to the Company. Toll blocking service prevents the customer from reaching long distance service providers. The Company may initiate toll blocking service by notifying the customer's local exchange carrier. The customer will be notified by the local exchange company within 24 hours of initiating toll blocking service. Upon payment of all outstanding debt due to the Company, the Company will notify the customer's local exchange carrier to remove the customer's toll block service.

**NOVEMBER 10, 2005** 

ISSUED BY: Michael Walton, CEO

Trans Texas Technologies 801 S. Santa Fe/P.O. Box 579 Santa Anna, TX 76878

#### **SECTION 4 – INTERSTATE RATES AND CHARGES**

### 4.1 Interstate Rates and Charges

4.1.A "1 Plus" Long Distance Service – Switched for Residential and Business

#### 4.1.A.1 Plan 1

Rate per minute \$0.08 Monthly Recurring Charge \$4.95

## 4.1.A.2 Plan 2

Rate per minute \$0.10 Monthly Recurring Charge \$2.95

### 4.1.A.3 Plan 3

Rate per minute \$0.15 Monthly Recurring Charge N/A

4.1.B Offshore "1 Plus" Long Distance Service – Switched for Residential and Business

The following rates are applicable for "1 Plus" calling to domestic points outside of the US. 1+ rates indicate the rates for direct-dialed calls, while CC rates represent Travel Card rates. All rates listed are per minute.

OffShore	1+	CC
Alaska	\$0.1800	\$0.3000
Hawaii	\$0.1800	\$0.3000
Puerto Rico	\$0.2200	\$0.3400
US Virgin Islands	\$0.1500	\$0.2500

### 4.1.C Toll Free Service - Switched

#### 4.1.C.1 Basic Service

Rates are applicable for Residential and/or Business Service, and apply in addition to the nonrecurring charge for Vanity 8XX number requests, if applicable.

Rate per minute: \$0.25 Monthly Recurring Charge \$5.00

4.1.C.2 Vanity 8XX number fee: \$10.00

### **SECTION 4 – INTERSTATE RATES AND CHARGES**

## 4.1 Interstate Rates and Charges (Cont'd.)

## 4.1.D Travel Calling Card Service

**Basic Service** 

Rates are applicable for Residential or Business Service. See 4.1.B above for Travel Card rates to offshore U.S. points.

Rate per minute: \$0.25 Per call surcharge: \$0.40

# 4.1.E Directory Assistance

"1 Plus" Long Distance rate per access: \$1.00

Travel Card rate per access: \$1.25

## 4.1.F Prepaid Calling Card Service

Rate per minute: \$0.25 Monthly Maintenance Fee: \$0.50

## 4.1.G Automatic Recharge Travel Card Service

Basic Service:

Rate per minute: \$0.25 Monthly Maintenance Fee: \$10.00

# 4.1.H Optional Account Code Call Accounting

Monthly Recurring: \$55.00

## 4.1.I Public Pay Telephone Surcharge

The following charge is assessed on a per-completed call basis: \$0.50

### 5.1 International Rates – Switched for Residential and Business

5.1.A "1 Plus" Long Distance Service calls to Canada are rated as follows:

Direct Dialed - \$0.15 per minute Travel Card - \$0.25 per minute

5.1.B "1 Plus" Long Distance Service calls to Mexico are rated as follows: (1+ denotes Direct-dialed rate while CC denotes Travel Card rate)

Mexico	1+	CC
Mexico	\$0.1800	\$0.3000
Mexico - Mexico City	\$0.1500	\$0.2500
Mexico - Acapulco	\$0.1800	\$0.3000
Mexico - Aguascalientes	\$0.1800	\$0.3000
Mexico - Celaya	\$0.1800	\$0.3000
Mexico - Chihuahua	\$0.1800	\$0.3000
Mexico - Cuernavaca	\$0.1800	\$0.3000
Mexico - Cuidad Juarez	\$0.1800	\$0.3000
Mexico - Guadalajara	\$0.1800	\$0.3000
Mexico - Irapuato	\$0.1800	\$0.3000
Mexico - Leon	\$0.1800	\$0.3000
Mexico - Monterey	\$0.1800	\$0.3000
Mexico - Puebla	\$0.1800	\$0.3000
Mexico - Queretaro	\$0.1800	\$0.3000
Mexico - San Luis Potisi	\$0.1800	\$0.3000
Mexico - Tepatitlan	\$0.1800	\$0.3000
Mexico - Tijuana	\$0.1800	\$0.3000
Mexico - Torreon	\$0.1800	\$0.3000
Mexico On-Net A (10 digit dialing)	\$0.1800	\$0.3000
Mexico On-Net B (10 digit dialing)	\$0.1800	\$0.3000

# 5.1 International Rates – Switched for Residential and Business (Cont'd)

5.1.C All other International Rates are listed in the following rate table. All rates are listed on a per-minute basis. 1+ indicates direct-dialed rates, while CC indicates Travel Card rates.

Location	1+	CC
Afghanistan	\$0.6600	\$0.7800
Albania	\$0.2300	\$0.3500
Algeria	\$0.1800	\$0.3000
American Samoa	\$0.5900	\$0.7100
Andorra	\$0.1500	\$0.2500
Angola	\$0.3800	\$0.5000
Anguilla	\$0.3800	\$0.5000
Antartica	\$2.0400	\$2.1600
Antigua	\$0.3600	\$0.4700
Argentina	\$0.1500	\$0.2500
Argentina - Buenos Aires	\$0.1500	\$0.2500
Armenia	\$0.2500	\$0.3700
Aruba	\$0.2300	\$0.3500
Ascension Island	\$1.0400	\$1.1600
Australia	\$0.1500	\$0.2500
Australia - Melbourne	\$0.1500	\$0.2500
Australia - Sydney	\$0.3100	\$0.4300
Australia - Sydney	\$0.3100	\$0.4300
Austria	\$0.1500	\$0.2500
Austria - Vienna	\$0.1500	\$0.2500
Azerbaijan	\$0.2600	\$0.3800
Bahamas	\$0.1500	\$0.2600
Bahrain	\$0.3600	\$0.4800
Bangladesh	\$0.3200	\$0.4400
Bangladesh - Chittagong	\$0.3200	\$0.4400
Bangladesh - Dhaka	\$0.3200	\$0.4400
Bangladesh - Sylhet	\$0.3200	\$0.4400

# 5.1 International Rates – Switched for Residential and Business (Cont'd)

Location	1+	CC
Barbados	\$0.3600	\$0.4800
Belarus	\$0.3600	\$0.4800
Belgium	\$0.1500	\$0.2500
Belgium - Brussels	\$0.1500	\$0.2500
Belize	\$0.3000	\$0.4200
Benin	\$0.2600	\$0.3800
Bermuda	\$0.1600	\$0.2800
Bhutan	\$0.3000	\$0.4200
Bolivia	\$0.2900	\$0.4100
Bolivia - La Paz	\$0.2900	\$0.4100
Bolivia - Santa Cruz	\$0.3000	\$0.4200
Bosnia & Herzegovina	\$0.3100	\$0.4300
Botswana	\$0.1800	\$0.3000
Brazil	\$0.1500	\$0.2500
Brazil - Belo Horizonte	\$0.1500	\$0.2500
Brazil - Rio de Janiero	\$0.3000	\$0.4200
Brazil - Sao Paulo	\$0.3000	\$0.4200
British Virgin Islands	\$0.3000	\$0.4200
Brunei	\$0.1500	\$0.2500
Bulgaria	\$0.1500	\$0.2500
Bulgaria - Sofia	\$0.5500	\$0.6700
Burkina Faso	\$0.2800	\$0.4000
Burundi	\$0.2400	\$0.3600
Cambodia	\$0.5500	\$0.6700
Cameroon	\$0.4300	\$0.5500
Cape Verde Islands	\$0.4800	\$0.6000
Cayman Islands	\$0.2300	\$0.3500
Central African Republic	\$0.3100	\$0.4300
Chad	\$0.5200	\$0.6400
Chile	\$0.1500	\$0.2500
Chile - Santiago	\$0.2900	\$0.4100

# 5.1 International Rates – Switched for Residential and Business (Cont'd)

Location	1+	CC
China	\$0.1500	\$0.2500
China - Beijing	\$0.1500	\$0.2500
China - Fuzhou	\$0.1500	\$0.2500
China - Shanghai	\$0.1500	\$0.2500
Christmas & Cocos Islands	\$0.2900	\$0.4100
Christmas & Cocos Islands	\$0.2900	\$0.4100
Colombia	\$0.1500	\$0.2500
Colombia - Baranquilla	\$0.1500	\$0.2500
Colombia - Bogota	\$0.1500	\$0.2500
Colombia - Cali	\$0.1500	\$0.2500
Colombia - Medellin	\$0.1500	\$0.2500
Comoros	\$0.5500	\$0.6700
Congo Republic of	\$0.3100	\$0.4300
Cook Islands	\$5.9400	\$6.0600
Costa Rica	\$0.1500	\$0.2500
Croatia	\$0.1500	\$0.2500
Cuba	\$1.4900	\$1.6200
Cuba - Guantanamo Bay	\$1.5500	\$1.6700
Cyprus	\$0.1500	\$0.2500
Czech Republic	\$0.1500	\$0.2500
Czech Republic - Prague	\$0.1500	\$0.2500
Denmark	\$0.1500	\$0.2500
Diego Garcia	\$2.5300	\$2.6600
Djibouti	\$0.5200	\$0.6400
Dominica	\$0.4000	\$0.5200
Dominican Republic	\$0.1500	\$0.2500
Ecuador	\$0.3100	\$0.4300
Ecuador - Guayaquill	\$0.3100	\$0.4300
Ecuador - Quito	\$0.3100	\$0.4300
Egypt	\$0.3500	\$0.4700
Egypt - Cairo	\$0.3500	\$0.4700
El Salvador	\$0.2000	\$0.3200

# 5.1 International Rates – Switched for Residential and Business (Cont'd)

# 5.1.C International Rate Table (Cont'd)

Location	1+	CC
Equatorial Guinea	\$0.4700	\$0.5900
Eritrea	\$0.6100	\$0.7300
Estonia	\$0.1500	\$0.2500
Ethiopia	\$0.7300	\$0.8500
Faeroe Islands	\$0.5400	\$0.6600
Falkland Islands (Islas Malvinas)	\$1.1200	\$1.2400
Fiji Islands	\$0.4900	\$0.6100
Finland	\$0.1500	\$0.2500
France	\$0.1800	\$0.3000
France - Paris	\$0.1800	\$0.3000
French Antilles (incl. Martinique)	\$0.2200	\$0.3400
French Guiana	\$0.2900	\$0.4100
French Polynesia	\$0.4100	\$0.5300
Gabon Republic	\$0.2500	\$0.3700
Gambia	\$0.3600	\$0.4800
Georgia	\$0.1500	\$0.2500
Germany	\$0.1900	\$0.3100
Germany - Frankfurt	\$0.1900	\$0.3100
Ghana	\$0.2000	\$0.3200
Ghana - Accra	\$0.1500	\$0.2500
Gibraltar	\$0.1500	\$0.2500
Greece	\$0.1500	\$0.2500
Greece - Athens	\$0.2800	\$0.4000
Greenland	\$1.0000	\$1.1200
Grenada	\$0.2900	\$0.4100
Guadeloupe	\$0.2300	\$0.3500
Guam	\$0.1900	\$0.3100
Guatemala	\$0.2200	\$0.3400
Guinea	\$1.3300	\$1.4500
Guinea-Bissau	\$2.1400	\$2.2600
Guyana	\$0.5300	\$0.6500
Haiti	\$0.3600	\$0.4800
Honduras	\$0.5200	\$0.6400
Hong Kong	\$0.1600	\$0.2800
Hungary	\$0.1500	\$0.2500
Hungary - Budapest	\$0.1500	\$0.2500

NOVEMBER 10, 2005

ISSUED BY: Michael Walton, CEO

Trans Texas Technologies 801 S. Santa Fe/P.O. Box 579 Santa Anna, TX 76878

# 5.1 International Rates – Switched for Residential and Business (Cont'd)

# 5.1.C International Rate Table (Cont'd)

Location	1+	CC
Iceland	\$0.1500	\$0.2500
India	\$0.3200	\$0.4400
India - Ahmedabad	\$0.3200	\$0.4400
India - Bangalore	\$0.3200	\$0.4400
India - Bombay	\$0.3200	\$0.4400
India - Calcutta	\$0.3200	\$0.4400
India - Hyderbad	\$0.3200	\$0.4400
India - Kerala	\$0.3200	\$0.4400
India - Madras	\$0.3200	\$0.4400
India - New Delhi	\$0.3200	\$0.4400
India - Pune (Poona)	\$0.3200	\$0.4400
India - Punjab	\$0.3200	\$0.4400
Indonesia	\$0.1500	\$0.2600
Indonesia - Jakarta	\$0.1500	\$0.2600
INMARSAT	\$20.5700	\$20.6900
INMARSAT - Atlantic East	\$10.2800	\$10.4000
INMARSAT - Atlantic West	\$10.2800	\$10.6100
INMARSAT - Indian	\$9.0500	\$9.7400
	ψοισσσσ	<b>40.11</b> 100
INMARSAT - Pacific	\$10.2800	\$10.4000
INMARSAT - Pacific	\$10.2800	\$10.4000
INMARSAT - Pacific International Networks	\$10.2800 \$1.9100	<b>\$10.4000</b> \$2.0300
INMARSAT - Pacific International Networks Iran	\$10.2800 \$1.9100 \$0.2000	<b>\$10.4000</b> \$2.0300 \$0.3200
INMARSAT - Pacific International Networks Iran Iraq	\$10.2800 \$1.9100 \$0.2000 \$1.0300	\$10.4000 \$2.0300 \$0.3200 \$1.1500
INMARSAT - Pacific International Networks Iran Iraq Ireland	\$10.2800 \$1.9100 \$0.2000 \$1.0300 \$0.6100 \$0.1500 \$3.4000	\$10.4000 \$2.0300 \$0.3200 \$1.1500 \$0.7300
INMARSAT - Pacific International Networks Iran Iraq Ireland Ireland - Dublin	\$10.2800 \$1.9100 \$0.2000 \$1.0300 \$0.6100 \$0.1500	\$10.4000 \$2.0300 \$0.3200 \$1.1500 \$0.7300 \$0.2500
INMARSAT - Pacific International Networks Iran Iraq Ireland Ireland - Dublin Iridium	\$10.2800 \$1.9100 \$0.2000 \$1.0300 \$0.6100 \$0.1500 \$3.4000 \$0.1500 \$0.1500	\$10.4000 \$2.0300 \$0.3200 \$1.1500 \$0.7300 \$0.2500 \$3.5200 \$0.2500 \$0.2500
INMARSAT - Pacific International Networks Iran Iraq Ireland Ireland - Dublin Iridium Israel	\$10.2800 \$1.9100 \$0.2000 \$1.0300 \$0.6100 \$0.1500 \$3.4000 \$0.1500	\$10.4000 \$2.0300 \$0.3200 \$1.1500 \$0.7300 \$0.2500 \$3.5200 \$0.2500
INMARSAT - Pacific International Networks Iran Iraq Ireland Ireland - Dublin Iridium Israel Israel - Tel Aviv Italy Italy - Milan	\$10.2800 \$1.9100 \$0.2000 \$1.0300 \$0.6100 \$0.1500 \$3.4000 \$0.1500 \$0.1500	\$10.4000 \$2.0300 \$0.3200 \$1.1500 \$0.7300 \$0.2500 \$3.5200 \$0.2500 \$0.2500
INMARSAT - Pacific International Networks Iran Iraq Ireland Ireland - Dublin Iridium Israel Israel - Tel Aviv Italy Italy - Milan Italy - Rome	\$10.2800 \$1.9100 \$0.2000 \$1.0300 \$0.6100 \$0.1500 \$0.1500 \$0.1500 \$0.1500 \$0.4000	\$10.4000 \$2.0300 \$0.3200 \$1.1500 \$0.7300 \$0.2500 \$3.5200 \$0.2500 \$0.2500
INMARSAT - Pacific International Networks Iran Iraq Ireland Ireland - Dublin Iridium Israel Israel - Tel Aviv Italy Italy - Milan	\$10.2800 \$1.9100 \$0.2000 \$1.0300 \$0.6100 \$0.1500 \$3.4000 \$0.1500 \$0.1500 \$0.1500 \$0.4000	\$10.4000 \$2.0300 \$0.3200 \$1.1500 \$0.7300 \$0.2500 \$0.2500 \$0.2500 \$0.2500 \$0.5200 \$0.5200
INMARSAT - Pacific International Networks Iran Iraq Ireland Ireland - Dublin Iridium Israel Israel - Tel Aviv Italy Italy - Milan Italy - Rome	\$10.2800 \$1.9100 \$0.2000 \$1.0300 \$0.6100 \$0.1500 \$0.1500 \$0.1500 \$0.1500 \$0.4000	\$10.4000 \$2.0300 \$0.3200 \$1.1500 \$0.7300 \$0.2500 \$0.2500 \$0.2500 \$0.2500 \$0.5200 \$0.5200
INMARSAT - Pacific International Networks Iran Iraq Ireland Ireland - Dublin Iridium Israel Israel - Tel Aviv Italy Italy - Milan Italy - Rome Ivory Coast	\$10.2800 \$1.9100 \$0.2000 \$1.0300 \$0.6100 \$0.1500 \$0.1500 \$0.1500 \$0.1500 \$0.4000 \$0.4000 \$0.3200	\$10.4000 \$2.0300 \$0.3200 \$1.1500 \$0.7300 \$0.2500 \$0.2500 \$0.2500 \$0.2500 \$0.5200 \$0.5200
INMARSAT - Pacific International Networks Iran Iraq Ireland Ireland - Dublin Iridium Israel Israel - Tel Aviv Italy Italy - Milan Italy - Rome Ivory Coast Jamaica Japan Japan - Military	\$10.2800 \$1.9100 \$0.2000 \$1.0300 \$0.6100 \$0.1500 \$0.1500 \$0.1500 \$0.1500 \$0.4000 \$0.3200 \$0.3500	\$10.4000 \$2.0300 \$0.3200 \$1.1500 \$0.7300 \$0.2500 \$0.2500 \$0.2500 \$0.2500 \$0.5200 \$0.5200 \$0.4400 \$0.4700
INMARSAT - Pacific International Networks Iran Iraq Ireland Ireland - Dublin Iridium Israel Israel - Tel Aviv Italy Italy - Milan Italy - Rome Ivory Coast Jamaica Japan	\$10.2800 \$1.9100 \$0.2000 \$1.0300 \$0.6100 \$0.1500 \$0.1500 \$0.1500 \$0.4000 \$0.4000 \$0.3200 \$0.3500 \$0.1500	\$10.4000 \$2.0300 \$0.3200 \$1.1500 \$0.7300 \$0.2500 \$0.2500 \$0.2500 \$0.2500 \$0.5200 \$0.5200 \$0.4400 \$0.4700 \$0.2500
INMARSAT - Pacific International Networks Iran Iraq Ireland Ireland - Dublin Iridium Israel Israel - Tel Aviv Italy Italy - Milan Italy - Rome Ivory Coast Jamaica Japan Japan - Military	\$10.2800 \$1.9100 \$0.2000 \$1.0300 \$0.6100 \$0.1500 \$0.1500 \$0.1500 \$0.4000 \$0.4000 \$0.3200 \$0.3500 \$0.1500 \$0.3100	\$10.4000 \$2.0300 \$0.3200 \$1.1500 \$0.7300 \$0.2500 \$0.2500 \$0.2500 \$0.2500 \$0.5200 \$0.5200 \$0.4400 \$0.4700 \$0.2500

**NOVEMBER 10, 2005** 

ISSUED BY: Michael Walton, CEO

Trans Texas Technologies 801 S. Santa Fe/P.O. Box 579 Santa Anna, TX 76878

# 5.1 International Rates – Switched for Residential and Business (Cont'd)

Location	1+	CC
Jordan	\$0.3100	\$0.4200
Jordan - Amman	\$0.3100	\$0.4200
Kazakhstan	\$0.2500	\$0.3700
Kenya	\$0.3700	\$0.4900
Kenya - Nairobi	\$0.5300	\$0.6500
Kiribati	\$1.1000	\$1.2200
Korea North	\$1.0700	\$1.1900
Korea South	\$0.1500	\$0.2500
Korea South - Seoul	\$0.1500	\$0.2500
Kuwait	\$0.1800	\$0.3000
Kyrgyzstan	\$0.2800	\$0.3100
Laos	\$0.3100	\$0.4300
Latvia	\$0.2400	\$0.3600
Lebanon	\$0.2000	\$0.3200
Lesotho	\$0.1900	\$0.3100
Liberia	\$0.2600	\$0.3800
Libya	\$0.2300	\$0.3500
Liechtenstein	\$0.2400	\$0.3600
Lithuania	\$0.1800	\$0.3000
Luxembourg	\$0.1500	\$0.2500
Macau	\$0.1500	\$0.2500
Macedonia	\$0.3600	\$0.4800
Madagascar	\$0.4200	\$0.5400
Malawi	\$0.1500	\$0.2500
Malaysia	\$0.1500	\$0.2500
Malaysia - Kuala Lumpur	\$0.1500	\$0.2500
Maldives	\$0.6100	\$0.7300
Mali Republic	\$0.3800	\$0.5000
Malta	\$0.2500	\$0.3700
Marshall Islands	\$0.7300	\$0.8500
Mauritania	\$0.4900	\$0.5500
Mauritius	\$0.4300	\$0.5500

# 5.1 International Rates – Switched for Residential and Business (Cont'd)

Location	1+	CC
Mayotte Island	\$0.3700	\$0.4900
Micronesia	\$0.7400	\$0.8600
Moldova	\$0.1700	\$0.2900
Monaco	\$0.1500	\$0.2500
Mongolia	\$0.1900	\$0.3100
Montserrat	\$0.4100	\$0.5300
Morocco	\$0.4000	\$0.5200
Mozambique	\$0.2600	\$0.3800
Myanmar (Formerly Burma)	\$0.6500	\$0.7700
Namibia	\$0.2500	\$0.3700
Nauru	\$6.4800	\$6.6000
Nepal	\$0.5900	\$0.7100
Netherlands	\$0.1500	\$0.2500
Netherlands - Amsterdam	\$0.1500	\$0.2500
Netherlands - Antilles	\$0.2600	\$0.3800
Netherlands - Antilles - Curacao	\$0.2600	\$0.3800
New Caledonia	\$0.5000	\$0.6200
New Zealand	\$0.1500	\$0.2500
Nicaragua	\$0.3100	\$0.4300
Niger Republic	\$0.2500	\$0.3700
Nigeria	\$0.2500	\$0.3700
Nigeria - Lagos	\$0.2500	\$0.3700
Niue	\$6.1300	\$6.2500
Norfolk Island	\$6.6800	\$6.8000
Norway	\$0.1500	\$0.2500
Oman	\$0.4700	\$0.5900
Pakistan	\$0.4600	\$0.5800
Pakistan - Karachi	\$0.4600	\$0.5800
Pakistan - Lahore	\$0.4600	\$0.5800
Palau Republic of	\$0.6200	\$0.7400

# 5.1 International Rates – Switched for Residential and Business (Cont'd)

Location	1+	CC
Palestine	\$0.1500	\$0.2500
Panama	\$0.1900	\$0.4700
Panama - Panama City	\$0.3500	\$0.4700
Papua New Guinea	\$0.8500	\$0.9700
Paraguay	\$0.2400	\$0.3600
Paraguay - Asuncion	\$0.2400	\$0.3600
Peru	\$0.1500	\$0.2600
Peru - Lima	\$0.1500	\$0.2600
Philippines	\$0.3000	\$0.4200
Philippines - Manila	\$0.3000	\$0.4200
Poland	\$0.1500	\$0.2500
Poland - Warsaw	\$0.4000	\$0.5000
Portugal	\$0.1500	\$0.2500
Qatar	\$0.5400	\$0.7800
Reunion Island	\$0.3200	\$0.4400
Romania	\$0.1900	\$0.3100
Romania - Bucharest	\$0.1900	\$0.3100
Russia	\$0.2500	\$0.2600
Russia - Moscow	\$0.2500	\$0.2600
Russia - Overlay	\$0.2500	\$0.2600
Russia - St. Petersburg	\$0.2500	\$0.2600
Rwanda	\$0.2600	\$0.3800
San Marino	\$0.1500	\$0.2500
Sao Tome	\$2.2600	\$2.3800
Saudi Arabia	\$0.3600	\$0.4800
Saudi Arabia - Dhahran	\$0.3600	\$0.4800
Saudi Arabia - Jeddah	\$0.3600	\$0.4800
Saudi Arabia - Riyadh	\$0.4600	\$0.5800
Senegal Republic	\$0.3600	\$0.4800
Seychelles Islands	\$0.3600	\$0.4800
Sierra Leone	\$0.5800	\$0.7000
Sierra Leone - Freetown	\$0.5800	\$0.7000

# 5.1 International Rates – Switched for Residential and Business (Cont'd)

Location	1+	CC
Singapore	\$0.1500	\$0.2500
Slovak Republic	\$0.1500	\$0.2500
Slovenia	\$0.1500	\$0.2500
Solomon Islands	\$3.0000	\$3.1200
Somalia	\$1.2600	\$1.3800
South Africa	\$0.1500	\$0.2500
South Africa - Capetown	\$0.1500	\$0.2500
South Africa - Johannesburg	\$0.1500	\$0.2500
South Korea Zone 1	\$0.1500	\$0.2500
Spain	\$0.1500	\$0.2500
Spain - Barcelona	\$0.1500	\$0.2500
Spain - Madrid	\$0.1500	\$0.2500
Sri Lanka	\$0.3100	\$0.4300
St. Helena	\$1.4800	\$1.6000
St. Kitts/Nevis	\$0.3500	\$0.4700
St. Lucia	\$0.3700	\$0.4900
St. Pierre/Miquelon	\$0.2500	\$0.3700
St. Vincent/Grenadines	\$0.4200	\$0.5400
Sudan	\$0.4300	\$0.5500
Suriname	\$0.4400	\$0.5600
Swaziland	\$0.1900	\$0.3100
Sweden	\$0.1500	\$0.2500
Sweden - Stockholm	\$0.1500	\$0.2500
Switzerland	\$0.1500	\$0.2500
Syrian Arab Republic	\$0.6000	\$0.7200
Taiwan	\$0.1500	\$0.2500
Taiwan - Taipei	\$0.1500	\$0.2800
Tajikistan	\$0.3500	\$0.4700
Tanzania	\$0.4900	\$0.6100
Thailand	\$0.1900	\$0.3100
Thailand - Bangkok	\$0.1900	\$0.3100
Togo	\$0.3600	\$0.4800

# 5.1 International Rates – Switched for Residential and Business (Cont'd)

Location	1+	CC
Tokelau	\$1.4500	\$1.5700
Tonga Islands	\$0.4400	\$0.5600
Trinidad & Tobago	\$0.2500	\$0.3700
Tunisia	\$0.4200	\$0.5400
Turkey	\$0.2500	\$0.3700
Turkey - Istanbul	\$0.2500	\$0.3700
Turkmenistan	\$0.3100	\$0.4300
Turks & Caicos	\$0.3400	\$0.4600
Tuvalu	\$1.9900	\$2.1100
Uganda	\$0.2000	\$0.3200
Ukraine	\$0.2000	\$0.3200
Ukraine - Kiev	\$0.2000	\$0.3200
United Arab Emirates	\$0.4400	\$0.5600
United Kingdom	\$0.1500	\$0.2500
United Kingdom - London	\$0.1500	\$0.2500
Uruguay	\$0.2300	\$0.3500
Uzbekistan	\$0.1900	\$0.3100
Vanuatu Republic of	\$4.9400	\$5.0600
Venezuela	\$0.2600	\$0.3800
Venezuela - Caracas	\$0.4000	\$0.5200
Vietnam	\$0.6100	\$0.7300
Vietnam - Ho Chi Min City	\$0.6100	\$0.7300
Wallis & Futuna Islands	\$3.1900	\$3.3100
Western Samoa	\$0.6200	\$0.7400
Yemen Arab Republic	\$0.3000	\$0.4700
Yugoslavia (incl. Serbia)	\$0.2000	\$0.3200
Zaire Republic of	\$0.5300	\$0.6500
Zambia	\$0.1500	\$0.2600
Zimbabwe	\$0.1500	\$0.2500