

SERVICE OFFERING NO. 1

TERMS, CONDITIONS AND DESCRIPTIONS OF SERVICE APPLICABLE TO

DOMESTIC AND INTERNATIONAL TELECOMMUNICATIONS SERVICES

WITH

DOMESTIC INTERSTATE SERVICE RATES

PROVIDED BY

CIMCO COMMUNICATIONS, INC.

1901 South Meyers, Suite 700
Oakbrook Terrace, Illinois 60181

This document contains the terms, conditions and descriptions applicable to the furnishing of domestic interstate and international telecommunications services provided by CIMCO Communications, Inc. ("CIMCO") in and between points within the contiguous United States, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, and to points international. Service is provided by means of wire, radio, terrestrial or satellite facilities or any combination thereof and is subject to transmission, atmospheric and like conditions.

Effective Date: August 1, 2008

Issued By: William A. Capraro, Jr.
CIMCO Communications, Inc.
1901 South Meyers, Suite 700
Oakbrook Terrace, Illinois 60181
(630) 691-8080

TABLE OF CONTENTS

<u>Description</u>	<u>Sheet No.</u>
Table of Contents	2
Section 1 - Technical Terms and Abbreviations	4
Section 2 - Rules and Regulations	7
2.1 Undertaking of the Company	7
2.2 Limitations of Service	7
2.3 Use.....	9
2.4 Liabilities of the Company	10
2.5 Equipment and Facilities	14
2.6 Customer Responsibilities.....	15
2.7 Full Force and Effect	18
2.8 Interruption of Service.....	18
2.9 Restoration of Service	19
2.10 Minimum Service Period.....	19
2.11 Payments and Billing.....	19
2.12 Cancellation by Customer	20
2.13 Cancellation by Company	21
2.14 Interconnection	23
2.15 Deposits and Advance Payments.....	23
2.16 Credit Limit	23
2.17 Taxes	23
Section 3 - Description of Service	24
3.1 Timing and Rating of Calls	24
3.2 CIMCO Communications, Inc. Telecommunications Services.....	25
3.3 Promotions.....	26
3.4 Individual Case Basis (ICB) Arrangements	26
Section 4 - Domestic Interstate Service Rates	27
4.1 Domestic Switched Interstate Outbound (1 Plus) and Inbound (Toll Free) Service Rates	27
4.2 Domestic Dedicated Interstate Outbound (1 Plus) and Inbound (Toll Free) Service Rates	31
4.3 Domestic Off Shore Switched and Dedicated Outbound (I Plus) and Inbound (Toll Free) Service Rates.....	35
4.4 Monthly Recurring Fees	35
4.5 Switched Integrated Services Digital Network (ISDN) Service Rate	35
4.6 Operator Assisted Usage Charges	35
4.7 Operator Assistance Surcharges	35
4.8 Directory Service Charges.....	36
4.9 Premier Calling Card Service.....	36

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Issued By: William A. Capraro, Jr.
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 1901 South Meyers, Suite 700
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 (630) 691-8080

TABLE OF CONTENTS, Continued

<u>Description</u>	<u>Sheet No.</u>
4.10 Solution Calling Card Service	36
4.11 Solution Calling Card Features and Surcharges	36
4.12 Miscellaneous Charges	36
4.13 Enhanced Toll Free Service Charges.....	36
4.14 Toll Free Service Ancillary Charges	37
4.15 Access Recovery Charge	37
4.16 Universal Service Fund	37
4.17 Other Taxes and Surcharges	37

Effective Date: August 1, 2008

Issued By: William A. Capraro, Jr.
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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**Account Code:**

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Authorized User:

A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange Service or is placed in a position by the Customer, either through acts or omissions, to use local exchange service.

Business Service:

A service that conforms to one or more of the following criteria:

- A. used primarily for paid commercial, professional or institutional activity; or
- B. the service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. the service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. the service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose will not constitute business use of service unless other criteria apply.

Called Station:

The terminating point of a call (i.e., the called number).

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Commission:

Federal Communications Commission or "FCC"

Company:

CIMCO Communications, Inc.

Credit Card:

A valid bank or financial organization card, representing and account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with the terms, conditions and regulations contained herein.

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

E911 Service Area:

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Residential Service:

A service which does not meet the definition of a business service and conforms to the following criteria:

- A. the use of the service is primarily and substantially of a social or domestic nature;
and
- B. service is located in a residence, or in the case of a combined business and residential premises, the service is located in the residential section of the premises.

Subscriber:

See "Customer" definition.

User:

Any person or entity that obtains the Company's services provided herein, regardless of whether such person or entity is so authorized by the Customer.

"800" Number:

An interexchange service offered pursuant to this document for which the called party is assigned a unique 800-NXX-XXXX or 888-NXX-XXXX or 887-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. All services provided are subject to the Rules and Regulations contained in this section. The Company may, at its discretion, waive, modify or amend these Rules and Regulations at any time.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications services furnished for telecommunications originating and/or terminating in any area within and between points within the contiguous United States, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands and points international.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Customer's monthly charges for Company's service are based on the total time Customer actually uses the service.
- 2.1.7. Request for service by the Customer will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

2.2. LIMITATIONS OF SERVICE

- 2.2.1. Service is offered subject to the availability of necessary facilities and/or equipment and subject to the provisions contained herein. Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.
- 2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is

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using the service in violation of either the provisions contained herein or Commission rules.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. LIMITATIONS OF SERVICE, Continued**

- 2.2.3. 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 connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained herein shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered by the Company until the indebtedness is satisfied.
- 2.2.7. The Foreign Telecommunications Administration may impose certain limitations, prohibitions or restrictions upon the portion of the end-to-end international service or facilities, which may have the effect of limiting the ability of Customers to utilize the services furnished by the Company. It is the responsibility of the Customer to confirm any limitations, prohibitions or restrictions imposed by the Foreign Telecommunications Administration.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. USE, Continued**

- 2.3.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

2.4. LIABILITIES OF THE COMPANY

- 2.4.1. 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. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.
- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. The Company is not liable for 900/976 charges that may result if the 900/976 call blocking feature becomes inoperative or if call blocking fails to be installed on all applicable Customer lines. The Customer shall be fully liable for all such charges.
- 2.4.4. Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.5. Company shall be indemnified and held harmless by the Customer against:

- A. 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
- B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.6. 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.

2.4.7. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability 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 by 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 of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

2.4.8. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.9. 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 nature, 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 of 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 document to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.10. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing and within thirty (30) days from date of invoice, unless Commission rules specify otherwise, 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 federal law. The Company shall not be responsible for claims made outside the thirty (30) day period. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.11. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of 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.
- 2.4.12. 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 Calling Card services. The Customer shall be fully liable for all such charges.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.13. With respect to Emergency Number 911 Service:

- A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

2.4.14. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this document, the Customer agrees to the release of such information under the above provision.

2.4.15. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained herein. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

2.4.16. The Company will operate as specified in its agreements with Customers. Due to the interdependence among telecommunications companies and the interrelationship with non-Company processes, equipment and systems, the Company is not responsible for failures including, but not limited to, failures caused by: (1) other carriers, (2) customer premise equipment; or (3) Customer. In addition, the Company does not ensure compatibility between Company services and non-Company services used by Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. EQUIPMENT AND FACILITIES**

- 2.5.1. The Company will use reasonable efforts to maintain the facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with, any of the facilities installed by the Company, except upon written consent by the Company.
- 2.5.2. Equipment installed at the Customer Premises for use in connections with the Services the Company offers shall not be used for any purposes other than that for which the Company has provided the equipment.
- 2.5.3. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished by the Company, the Company will not be responsible for:
- 2.5.3.1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2.5.3.2. the reception of signals by Customer-provided equipment; or
 - 2.5.3.3. network control signaling when performed by Customer-provided network control signaling equipment.
- 2.5.4. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. CUSTOMER RESPONSIBILITIES**

- 2.6.1. The Customer is responsible for the payment of all charges for Service furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.6.2. The Customer is responsible for compliance with applicable terms, conditions and regulations set forth herein.
- 2.6.3. The name(s) of the Customer(s) desiring to use the Service must be properly verified.
- 2.6.4. The Customer agrees to return to the Company within five (5) days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.6.5. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.
- 2.6.6. Customer shall provide and maintain at its own expense terminal equipment on the Customer's premise and the electric power consumed by such equipment. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- 2.6.7. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltage and currents impressed on Company-provided equipment and wiring by the connection, operations, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. CUSTOMER RESPONSIBILITIES, Continued**

- 2.6.8. In the event Company incurs fees or expenses, including attorney's fees, to collect; or attempt to collect, any charges owed Company by Customer, including charges alleged to have resulted from fraud or abuse of Customer's Service, the Company shall charge customer all such fees and expenses, including Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements.
- 2.6.9. The Customer is responsible for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User, with these regulations; or by fire or theft or other casualty on the Customer Premises or the Premises of any User, unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.6.10. The Customer is responsible for providing, at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises.
- 2.6.11. The Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of transmission facilities and associated equipment used to provide Services to the Customer from the cable building entrance or property line to the location of the building equipment space. Any and all costs associated with the obtaining and maintaining rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. CUSTOMER RESPONSIBILITIES, Continued**

- 2.6.12. The Customer is responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work.
- 2.6.13. The Customer is responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the locations of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under other provisions contained herein.
- 2.6.14. The Customer is responsible for not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities.
- 2.6.15. The Customer is responsible for making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.
- 2.6.16. The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company, at times mutually acceptable to Company and Customer, to enter the Premises of the Customer or any joint User or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities, without charge to the Company;
- 2.6.17. The Customer is responsible for notifying Company of any interruptions of Service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. CUSTOMER RESPONSIBILITIES, Continued**

- 2.6.18. The Customer is responsible for placing any necessary orders; for complying with the terms, conditions, rules and regulations contained herein; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with the terms, conditions rules and regulations contained herein. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of all charges for calls originated at the Customer's numbers.
- 2.6.19. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.

2.7. FULL FORCE AND EFFECT

Should any provision or portion of this document be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

2.8. INTERRUPTION OF SERVICE

- 2.8.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.8.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.8. INTERRUPTION OF SERVICE, Continued**

- 2.8.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

2.9. RESTORATION OF SERVICE

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

2.10. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

2.11. PAYMENTS AND BILLING

- 2.11.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer on not less than thirty (30) days' written notice.
- 2.11.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.11.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, and may be subject to additional collection agency fees.

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1901 South Meyers, Suite 700
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SECTION 2 - RULES AND REGULATIONS, Continued**2.11. PAYMENTS AND BILLING, Continued**

- 2.11.4. A charge of \$25.00 or five (5) percent of the amount of the check, whichever is greater, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 2.11.5. Billing disputes should be addressed to Company's customer service organization via telephone to 800.922.4626. Customer Service representatives are available twenty-four (24) hours per day, seven (7) days per week.

2.12. CANCELLATION BY CUSTOMER

- 2.12.1. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.
- 2.12.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customer's request for cancellation has been made notice and the payment of associated local exchange company charges, if any, for service charges.
- 2.12.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
- 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 upon with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.13. CANCELLATION BY COMPANY**

2.13.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:

- A. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utility's equipment, the public or to employees of the utility; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- C. 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
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. 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.

2.13.2. Company may discontinue service according to the following conditions upon five (5) days' notice:

- A. For violation of the terms, conditions, rule and regulations contained herein; or
- B. For the non-payment of any proper charge as provided herein; or
- C. For Customer's breach of the contract for service between the utility and Customer.

2.13.3. 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 available to the Company 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.

2.13.4. The Company may refuse to permit collect calling, calling card and third-number billing

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(630) 691-8080

which it determines to be fraudulent and/or may limit the use of these billing options or services.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.14. INTERCONNECTION**

2.14.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.14.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

2.15. DEPOSITS AND ADVANCE PAYMENTS

The Company reserves the right to collect deposits and advance payments, as necessary.

2.16. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.17. TAXES

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and handicapped services.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1. TIMING AND RATING OF CALLS**

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.1.2. For all services except for month-to-month "1 Plus" and 800 service, ISDN service, and calling cards, the minimum call duration for billing purposes is six (6) seconds with six (6) second billing increments thereafter. For month-to-month "1 Plus" and 800 service, the minimum call duration for billing purposes is (1) minute with one (1) minute billing increments thereafter. For ISDN service, the minimum call duration for billing purposes is eighteen (18) second with six (6) second billing increments thereafter. For all calling card services, the minimum call duration for billing purposes is thirty (30) seconds with six (6) second billing increments thereafter. These increments apply unless otherwise noted in the applicable rate schedule.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.
- 3.1.5. The rate for Company's service is based on the following factors:
- The monthly calling volume; and
 - The duration of the call; and
 - The type of service subscribed to; and
 - The term of the Customer's contract with the Company.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. CIMCO COMMUNICATIONS, INC. TELECOMMUNICATIONS SERVICES**

- 3.2.2. **Switched and Dedicated Access Services.** Company offers switched and dedicated access service, offering users outbound “1 Plus” and inbound, toll free “800” long distance telecommunications services from points originating and terminating within the contiguous United States, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands and points international.
- 3.2.3. **Premier Calling Card Service** permits the Customer to charge the principal presubscribed location for a call while the Customer is away from the principal location, using AT&T as the underlying Carrier. The Customer may place calls from any touch-tone phone in the U.S. by dialing a toll free “800” number and entering a personal identification code, followed by the desired telephone number. Premier Calling Card Services are billed at the Company’s rates and appear on the Customer’s monthly long distance bill. Premier Calling Card rates are billed in increments of 30 seconds and 6 seconds with a 30 second minimum.
- 3.2.4 **Solution Calling Card Service** permits the Customer to charge the principal presubscribed location for a call while the Customer is away from the principal location, using Global Crossing as the underlying carrier. The Customer may place calls from any touch-tone phone in the U.S. by dialing a toll free “800” number and entering a personal identification code, followed by the desired telephone number. Solution Calling Card Services are billed at the Company’s rates and appear on the Customer’s monthly long distance bill. Solution Calling Card rates are billed in increments of 30 seconds and 6 seconds, with a 30 second minimum.
- 3.2.3. **Integrated Services Digital Network (ISDN) Services** provide integrated voice/data communications capability for transmission and combination of circuit-switched voice/data and packet-switched data signals on an incoming and outgoing basis over a single ISDN line.
- A. Primary Rate Interface (PRI) ISDN is an ISDN circuit transmitting at T-1 (DS-1) speed (equivalent to 24 voice-grade channels). One of the channels (“D”) is used for signaling, leaving 23 (“B”) channels for data and voice communication.
- B. Base Rate Interface (BRI) ISDN is three digital signals over a single pair of copper wires consisting of 2 voice (“B”) channels and 1 signaling (“D”) channel. Using BRI, voice and fax may be transmitted over a single pair of wires.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3. PROMOTIONS**

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. All promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

3.4. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered herein. Rates quoted in response to such competitive requests may be different than those specified for such Services as contained herein. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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Oakbrook Terrace, Illinois 60181
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SECTION 4 - DOMESTIC INTERSTATE SERVICE RATES

The following rates apply to the furnishing of interstate telecommunications services provided by CIMCO Communications, Inc. ("CIMCO") in and between points within the contiguous United States, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. These rates are provided to Customers in accordance with 47 C.F.R. 42.10, Code of Federal Regulations. Applicable terms, conditions and service descriptions appear on this website as "CIMCO's Terms, Conditions and Descriptions of Service." Rates appearing on this page are current. For additional information, please contact CIMCO in writing at 1901 South Meyers Road, Suite 700, Oakbrook Terrace, Illinois 60181 or by calling the Company's toll free number, (800) 922-4626.

Domestic Interstate Service Rates

4.1. Domestic Switched Interstate Outbound (1 Plus) and Inbound (Toll Free) Service Rates

<u>State</u>	<u>1 Year Term Rate Per Minute</u>	<u>2 Year Term Rate Per Minute</u>	<u>3 Year Term Rate Per Minute</u>	<u>Month-to-Month Rate Per Minute</u>
Alabama	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Arkansas	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Arizona	\$0.0570	\$0.0540	\$0.0520	\$0.2500
California	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Colorado	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Connecticut	\$0.0570	\$0.0540	\$0.0520	\$0.2500
District of Columbia	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Delaware	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Florida	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Georgia	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Iowa	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Idaho	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Illinois	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Indiana	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Kansas	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Kentucky	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Louisiana	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Massachusetts	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Maryland	\$0.0570	\$0.0540	\$0.0520	\$0.2500

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SECTION 4 - DOMESTIC INTERSTATE SERVICE RATES, Continued4.1. Domestic Switched Interstate Outbound (1 Plus) and Inbound (Toll Free) Service Rates, Continued

Maine	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Michigan	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Minnesota	\$0.0570	\$0.0540	\$0.0520	\$0.2500

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SECTION 4 - DOMESTIC INTERSTATE SERVICE RATES, Continued**4.1. Domestic Switched Interstate Outbound (1 Plus) and Inbound (Toll Free) Service Rates, Continued**

<u>State</u>	<u>1 Year Term Rate Per Minute</u>	<u>2 Year Term Rate Per Minute</u>	<u>3 Year Term Rate Per Minute</u>	<u>Month-to-Month Rate Per Minute</u>
Missouri	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Mississippi	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Montana	\$0.0570	\$0.0540	\$0.0520	\$0.2500
North Carolina	\$0.0570	\$0.0540	\$0.0520	\$0.2500
North Dakota	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Nebraska	\$0.0570	\$0.0540	\$0.0520	\$0.2500
New Hampshire	\$0.0570	\$0.0540	\$0.0520	\$0.2500
New Jersey	\$0.0570	\$0.0540	\$0.0520	\$0.2500
New Mexico	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Nevada	\$0.0570	\$0.0540	\$0.0520	\$0.2500
New York	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Ohio	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Oklahoma	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Oregon	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Pennsylvania	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Rhode Island	\$0.0570	\$0.0540	\$0.0520	\$0.2500
South Carolina	\$0.0570	\$0.0540	\$0.0520	\$0.2500
South Dakota	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Tennessee	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Texas	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Utah	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Virginia	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Vermont	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Washington	\$0.0570	\$0.0540	\$0.0520	\$0.2500

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SECTION 4 - DOMESTIC INTERSTATE SERVICE RATES, continued4.1. Domestic Switched Interstate Outbound (1 Plus) and Inbound (Toll Free) Service Rates, Continued

Wisconsin	\$0.0570	\$0.0540	\$0.0520	\$0.2500
West Virginia	\$0.0570	\$0.0540	\$0.0520	\$0.2500
Wyoming	\$0.0570	\$0.0540	\$0.0520	\$0.2500

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SECTION 4 - DOMESTIC INTERSTATE SERVICE RATES, continued4.2. Domestic Dedicated Interstate Outbound (1 Plus) and Inbound (Toll Free) Service Rates

<u>State</u>	<u>1 Year Term Rate Per Minute</u>	<u>2 Year Term Rate Per Minute</u>	<u>3 Year Term Rate Per Minute</u>	<u>Month-to-Month Rate Per Minute</u>
Alabama	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Arkansas	\$0.0420	\$0.0400	\$0.0380	\$0.2500
Arizona	\$0.0360	\$0.0340	\$0.0320	\$0.2500
California	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Colorado	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Connecticut	\$0.0360	\$0.0340	\$0.0320	\$0.2500
District of Columbia	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Delaware	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Florida	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Georgia	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Iowa	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Idaho	\$0.0420	\$0.0400	\$0.0380	\$0.2500
Illinois	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Indiana	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Kansas	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Kentucky	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Louisiana	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Massachusetts	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Maryland	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Maine	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Michigan	\$0.0320	\$0.0310	\$0.0300	\$0.2500
Minnesota	\$0.0420	\$0.0400	\$0.0380	\$0.2500
Missouri	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Mississippi	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Montana	\$0.0420	\$0.0400	\$0.0380	\$0.2500
North Carolina	\$0.0360	\$0.0340	\$0.0320	\$0.2500
North Dakota	\$0.0420	\$0.0400	\$0.0380	\$0.2500

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SECTION 4 - DOMESTIC INTERSTATE SERVICE RATES, Continued4.2. Domestic Dedicated Interstate Outbound (1 Plus) and Inbound (Toll Free) Service Rates, Continued

Nebraska	\$0.0360	\$0.0340	\$0.0320	\$0.2500
New Hampshire	\$0.0360	\$0.0340	\$0.0320	\$0.2500
New Jersey	\$0.0360	\$0.0340	\$0.0320	\$0.2500
New Mexico	\$0.0360	\$0.0340	\$0.0320	\$0.2500

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SECTION 4 - DOMESTIC INTERSTATE SERVICE RATES, Continued4.2. Domestic Dedicated Interstate Outbound (1 Plus) and Inbound (Toll Free) Service Rates, Continued

<u>State</u>	<u>1 Year Term Rate Per Minute</u>	<u>2 Year Term Rate Per Minute</u>	<u>3 Year Term Rate Per Minute</u>	<u>Month-to-Month Rate Per Minute</u>
Nevada	\$0.0360	\$0.0340	\$0.0320	\$0.2500
New York	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Ohio	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Oklahoma	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Oregon	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Pennsylvania	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Rhode Island	\$0.0360	\$0.0340	\$0.0320	\$0.2500
South Carolina	\$0.0360	\$0.0340	\$0.0320	\$0.2500
South Dakota	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Tennessee	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Texas	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Utah	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Virginia	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Vermont	\$0.0470	\$0.0450	\$0.0430	\$0.2500
Washington	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Wisconsin	\$0.0360	\$0.0340	\$0.0320	\$0.2500
West Virginia	\$0.0360	\$0.0340	\$0.0320	\$0.2500
Wyoming	\$0.0360	\$0.0340	\$0.0320	\$0.2500

4.3. Domestic Off Shore Switched and Dedicated Outbound (1 Plus) and Inbound (Toll Free) Service Rates

Off-Shore outbound (1 plus) calls must originate in the Continental United States and terminate to locations below. Calls are billed based on the terminating location. Inbound (toll free) calls must originate from the locations below and terminate to the Continental United States. All calls are based on the originating location.

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SECTION 4 - DOMESTIC INTERSTATE SERVICE RATES, Continued4.3. Domestic Off Shore Switched and Dedicated Outbound (1 Plus) and Inbound (Toll Free) Service Rates, Continued

<u>Off Shore Location</u>	<u>Inbound Per Minute Rate</u>	<u>Outbound Per Minute Rate</u>
Alaska	\$0.8530	\$0.5030
Guam	\$0.2280	\$0.2190

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(630) 691-8080

SECTION 4 - DOMESTIC INTERSTATE SERVICE RATES, continued4.3. Domestic Off Shore Switched and Dedicated Outbound (1 Plus) and Inbound (Toll Free) Service Rates, Continued

<u>Off Shore Location</u>	<u>Inbound Per Minute Rate</u>	<u>Outbound Per Minute Rate</u>
Hawaii	\$0.1570	\$0.2120
Midway/Wake Island	\$0.2280	\$0.2120
N. Mariana Island	\$0.2280	\$0.2120
Puerto Rico	\$0.2230	\$0.1740
US Virgin Islands	\$0.4180	\$0.4130

4.4. Monthly Recurring Fees

There is a recurring monthly fee of \$20.00 for CIMCO's domestic switched and dedicated access services listed above, which includes pre-subscription to one or more outbound (1 plus) line(s), one toll free (8XX) line and use of calling cards. There is a recurring monthly charge of \$5.00 for each additional toll free line.

4.5. Switched Integrated Services Digital Network (ISDN) Service Rate

Rate Per Minute, all locations \$0.202

4.6. Operator Assisted Usage Charges

Per minute rate \$0.30

4.7. Operator Assistance Surcharges

Person-to-Person	\$9.75
Billed to a Third Number	\$9.00
Collect Calls	\$6.50
Calling Card Assistance:	
- Automated Assistance (where available)	\$4.60
- Non-Automated Assistance	\$6.00
Sent-Paid/Operator Assisted	\$5.50
Busy Line Verification	\$5.50
Busy Line Verify and Interrupt	\$6.00
Line Backer	\$6.50

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SECTION 4 - DOMESTIC INTERSTATE SERVICE RATES, continued

4.8.	<u>Directory Service Charges</u>	
	Additional Listing, per month for each listing	\$2.50
	Foreign Additional Listing, per month for each listing	\$2.35
	Private Listing, per month for each listing	\$2.20
	Semi-Private Listing, per month for each listing	\$1.10
	Directory Assistance, per call	\$1.99
	Information Call Completion, per call completed	\$2.30
4.9.	<u>Premier Calling Card Service</u>	
	Per-call Surcharge:	\$0.0000
	Initial 30 Seconds:	\$0.1265
	Add'l 6 Seconds:	\$0.0253
4.10.	<u>Solution Calling Card Service</u>	
	Per-call Surcharge:	\$0.0000
	Initial 30 Seconds:	\$0.0920
	Add'l 6 Seconds:	\$0.0184
4.11.	<u>Solution Calling Card Features and Surcharges</u>	
	Operator Assistance Surcharge, per call	\$1.6700
	Voice Message Delivery, per minute	\$0.4200
	Delivered Message, per minute	\$0.4200
	Directory Assistance, per call	\$1.3200
	Payphone Surcharge, per call	\$0.5000
	Operator Assisted Surcharge, per call	\$0.3500
	Operator Dialed Station-to-Station Surcharge, per call	\$1.6700
	Operator Dialed Person-to-Person Surcharge, per call	\$1.6700
4.12.	<u>Miscellaneous Charges</u>	
	Returned Check Charge	\$25.00
	Service Reconnection Fee	\$30.00
	Restoral of Service, per occasion	\$95.00
	Add /Change Charge, per order	\$100.00
	Line Connection, per line	\$100.00
4.13.	<u>Enhanced Toll Free Service Charges</u>	
	Extended Call Coverage (allows calls to originate from off shore locations)	\$25.00
	Canadian Origination Charge	\$25.00

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SECTION 4 - DOMESTIC INTERSTATE SERVICE RATES, continued
4.13. Enhanced Toll Free Service Charges, Continued

Tailored Call Coverage (allows calls to be blocked from specific locations)	\$25.00
Routing, initial non-recurring charge per number	\$100.00
Routing, monthly recurring charge per number	\$20.00
Routing, change fee per number	\$200.00
Direct Termination Overflow, initial non-recurring charge per number	\$100.00
Direct Termination Overflow, monthly recurring charge per number	\$20.00
Direct Termination Overflow, change fee per number	\$200.00
Dialed Number Identification, initial non-recurring charge	\$100.00
Dialed Number Identification, monthly recurring charge per number	\$20.00
Real Time ANI, initial non-recurring charge per number	\$100.00
Real Time ANI, monthly recurring charge per number	\$20.00

4.14. Toll Free Service Ancillary Charges

Toll Free Listing Changes, per order	\$35.00
Toll Free Listing Set-up Charge, per order	\$35.00
Expedite Fee, per number	\$200.00

4.15. Access Recovery Charge

The Access Recovery Charge is imposed on each account as a percentage of the account balance before Taxes for the purpose of funding costs associated with accessing the Company's network.

Access Recovery Charge per account: 3.89%

4.16. Universal Service Fund ("USF")

The Company charges Customers the maximum USF rate as determined by the Federal Communications Commission on a quarterly basis.

4.17. Other Taxes and Surcharges

Federal Excise Tax	3%
TRS Surcharge	.220%
North American Number Planning Surcharge	.00052%
Common Carrier Fee	.243%

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Issued By: William A. Capraro, Jr.
 CIMCO Communications, Inc.
 1901 South Meyers, Suite 700
 Oakbrook Terrace, Illinois 60181
 (630) 691-8080