

Issued: July 15, 2011

Effective: July 16, 2011

COMMERCIAL INTERSTATE SERVICES TARIFF

*This tariff replaces Tariff F.C.C. No. 4 issued by Comtel Telecom Assets LP
d/b/a VarTec Solutions in its entirety.*

Specialized Common Carrier Service

Regulations and Rates

of

Matrix Telecom, Inc. d/b/a Excel Telecommunications

This tariff includes the rates, charges, terms and conditions of service for the provision of commercial interstate telecommunications services by Matrix Telecom, Inc. d/b/a Excel Telecommunications between locations in the United States as specified herein. Service is provided by means of wire, radio, terrestrial or satellite facilities fiber optics or any suitable technology or combination of technologies.

The name, address and telephone number for the officer of Matrix Telecom, Inc. d/b/a VarTec Telecom and Clear Choice Communications who is responsible for providing information with respect to the operating procedures of Matrix Telecom, Inc. is listed below.

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CHECKSHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

- (C) - To signify changed regulation
- (D) - To signify discontinued material
- (I) - To signify rate or charge increase
- (M) - To signify material relocated without change in text or rate
- (N) - To signify new material
- (R) - To signify reduction
- (S) - To signify reissued material
- (T) - To signify a change in text but no change in rate or regulation
- (Z) - To signify a correction

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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of telecommunications service by Matrix Telecom, Inc. d/b/a Excel Telecommunications (hereinafter referred to as the “Company”) between and among domestic points within the United States as specified herein. Service is furnished subject to transmission, atmospheric and like conditions.

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SECTION 1.0 - DEFINITIONS

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Company's designated point of presence or network switching center.

Automatic Number Identification (ANI) - The calling telephone number identification which is forwarded to Company's network by the Local Exchange Company (LEC) as a call is placed.

Authorized User - A person, firm, corporation or other entity who is authorized by the Subscriber to be connected to the service of the Company under the terms and regulations of this tariff.

Company - Matrix Telecom, Inc. d/b/a Excel Telecommunications unless otherwise indicated by context herein.

Commission - Federal Communications Commission or FCC

Customer -Means the person subscribing to the Company's services and with whom the Company has entered into an Agreement. This includes a person the Company reasonably believes is acting with the authority or knowledge of the person whose name is on the account.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Day Rate Period - After 8:00 am to, but not including, 5:00 pm Monday through Friday.

Dedicated Access - A method of reaching the Company's services whereby the Subscriber is connected directly to the Company's access point without utilizing the services of the local switched network.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

Equal Access - The ability of the Company to serve Customers on a presubscribed basis rather than through the use of a 10-10-XXX dial access code.

Evening Rate Period - After 5:00 pm to, but not including, 11:00 pm Sunday through Friday.

Holiday - For the purposes of call rating, the Company observes the following holidays (as Federally observed): Thanksgiving Day, Christmas Day, Labor Day, New Year's Day Independence Day

Interexchange Carrier (IXC) - A common carrier that provides long distance domestic and international communication services to the public.

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

Local Exchange Carrier (LEC) - A company which furnishes local exchange telephone service.

Night/Weekend Rate Period - All day Saturday and Sunday to, but not including 5:00 pm.

Premises - A building or buildings on contiguous property.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

Switched Access - Where access between the Customer and the Company is provided on local exchange carrier Feature Group circuits.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

Formula:

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

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SECTION 2.0 - REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished to Customers for communications originating within the United States under terms of this tariff. The Company's services and facilities are available twenty-four hours per day, seven days per week.

The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff.

Any agreement between the Company and a Customer may be amended or otherwise modified upon three (3) days (Notice Period) written notice to the Customer. Any provision in an agreement between the Company and a Customer requiring anything to the contrary, including a requirement that all amendments, revisions or modifications be in writing and signed by both parties, is null and void and have no force or effect at any time. A Customer demonstrates acceptance of the amended terms by continuing to use the Services after the Notice Period. Customer is deemed to have received written notice 3 days following deposit of the notice in the United States mail.

Should this Tariff be withdrawn or otherwise removed, this Tariff shall immediately be deemed as a Service Guide and be incorporated into Customer agreements with the Company.

To the extent a contract or other agreement references Matrix Telecom, Inc. d/b/a Excel Telecommunications' tariffs on file with the Federal Communications Commission or other regulatory agency, any such references shall be deemed to refer to Matrix Telecom, Inc. d/b/a Excel Telecommunications' Service Guides available on its website in the event such tariffs are withdrawn or otherwise removed.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and is subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff or the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 The Company reserves the right to block service to or from certain country codes or NPA-NXX's to control the risk of fraud. Service will be restored as soon as it can be restored without undue risk.
- 2.2.5 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers or Subscribers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Assignment or Transfer

All services provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.4 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Liabilities of the Company

- 2.5.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge for the period during which the faults in transmission occur.
- 2.5.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.5.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.5.5 NEITHER the Company NOR ITS SUBCONTRACTORS SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This limitation does not apply to any damages for bodily injury (including death) and, if work has not been performed in a workmanlike manner, damage to real property and tangible personal property.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.6 Responsibilities of the Customer

- 2.6.1 The Customer is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.6.2 The Customer is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. 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 other Customers.
- 2.6.3 The Customer shall ensure that Customer's terminal equipment and/or system is properly interfaced with the Company's underlying carrier's network, that the signals emitted into the equipment and facilities provided by the Company's underlying carriers are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.7 Authorization to Obtain Credit Information

The Company reserves the right to require all Customers to establish credit worthiness to the reasonable satisfaction of the Company. Upon application for service, Customer shall be deemed to have authorized the Company to obtain such routine credit information and verification as the Company shall require in accordance with its then existing credit policies. All criteria and methods used in the acquisition and assessment of credit related information shall be consistent and uniform for all applicants or Customers.

2.8 Credit Limit

Company reserves the right to impose a \$250.00 credit limit per telephone line. The Company also reserves the right to request reasonable credit assurance, in its sole discretion, to allow spending in excess of \$250 per billing cycle.

2.9 Right to Backbill for Improper Use of Company's Services

Any person or entity which uses, appropriates or secures the use of services from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which use, appropriation, or securing of services is inconsistent with the stated uses and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's services actually made by Customer.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported to the Company or its billing agent within thirty (30) days after receipt of bill, otherwise charges are considered valid, correct, due and payable. Adjustments to Customer's bills shall be made, if at all, at the Company's sole discretion.

Payment for the Company's services is due upon presentation of the bill. The Company's service may be denied for nonpayment of a bill as defined in this tariff. When a bill for the Company's service is presented to the Customer, an amount whether in dispute or not, not paid within thirty (30) calendar days of the invoice, will be considered delinquent. If the Company has reason to believe, at any time after the presentation of a Company bill, based on objective information, that a Customer may not be able to pay its telecommunications charges, the Company may require that Customer to pay its bill within a specified number of days and to make such payments in cash or the equivalent of cash.

All applicable taxes will be billed to the Customer unless the Customer can demonstrate to the Company's satisfaction that the Customer is collecting the applicable taxes from its customers.

In the event that the Company incurs charges or expenses, including attorney's charges, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such charges and expenses reasonably incurred, including a late charge on the unpaid charges.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.11 Late Payment

The Company shall bill an amount equal to a late payment fee of 1.5 percent per month for the period(s) for which such charges would have been payable, if a billing remains unpaid after twenty days of deposit of said billing in the U.S. Mail. Each Customer will be granted at least a onetime relief of late payment charges for each calendar year for the first time a late payment occurs. Customer will be notified that this relief has been applied immediately following same by first class mail or telephone.

2.12 Returned Check Charge

If Company receives a check from a Customer in payment for service rendered or for any other reason of indebtedness and which is returned from the bank due to insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or for any other reason, Company shall apply a service charge after Customer has been forwarded a notice of returned item. The returned check charge shall be applied to Customer's monthly billing, in addition to any other charges which may apply under this tariff. Payment rendered by check, which is subsequently dishonored shall not constitute payment until such time as repayment is made by valid means. The Returned Check Charge is \$20.00 or 5%, whichever is greater, per incident.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.13 Interconnection with Other Carriers

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between other carriers and the Company is the responsibility of the Customer.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.14 Refusal or Discontinuance by Company

The Company may refuse or discontinue service for non-compliance with and/or violation of any Federal, State or municipal law, ordinance or regulation pertaining to telephone service. Service may also be discontinued or refused for the following conditions:

- 2.14.1 For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.14.2 For non-compliance with and/or violation of the FCC's regulations or the Company's rules and regulations.
- 2.14.3 For non-payment of bills for telephone service 30 days after bill rendering. Customer will be given written notice at least five (5) days in advance of disconnection as described elsewhere in this tariff.
- 2.14.4 Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.14.5 Without notice in the event of tampering with the equipment furnished and owned by the Company.
- 2.14.6 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.14.7 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.15 Inspection, Testing and Adjustment

Upon reasonable notice, the services provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.16 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer provided or Company provided automatic dialing equipment are not deemed an interruption of service as defined in this tariff since the Customer has the option of using the long distance network via local exchange company access.

2.17 Reinstitution of Service

If Customer seeks reinstatement of service following disconnection of service by the Company, Customer shall pay to the Company prior to the time service is reinstated (1) all undisputed accrued and unpaid charges and (2) a reconnection charge of \$25.00.

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COMMERCIAL INTERSTATE SERVICES TARIFF

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.18 Cancellation for Cause by the Company

2.18.1 The Company may discontinue the furnishing of any and/or all service(s) to a customer, without incurring any liability:

- A. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents or services. Among other reasons, without limitation, the Company may discontinue service pursuant to this sub-section if:
 - 1. The customer refuses to furnish information to the Company regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
 - 2. The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's common carrier communications services to which the customer either subscribes or has had subscribed or used; or
 - 3. The customer previously was provided with notice of noncompliance, per this tariff, took corrective action within the required time frame, but thereafter engages in the same non-compliant activity.
- B. Immediately upon written notice to the customer and any sum thirty (30) days past due;
- C. Immediately upon written notice to the customer, after failure of the customer to comply with a request by the Company for security for the payment of service; or
- D. After sending the customer written notice of the customer's failure to fulfill a contractual commitment to pay for tariffed services previously furnished to the customer.

2.18.2 The discontinuance of service(s) by the Company pursuant to this Section does not relieve the customer of any obligation to pay for charges due and owing for service(s) furnished up to the time of discontinuance. In the event the Company cancels the customer's service for cause, and the customer is committed to a term or other plan for which charges apply, in the event of customer termination for convenience, the Company will charge, and the customer will be obligated to pay, as though it had terminated service for its own convenience.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.19 Emergency Calls

The Company is not an operator service provider and as such does not handle emergency calls. The company is not liable in any way for any call to any emergency provider or the failure to connect to such provider or any action that occurs or fails to occur as a result.

2.20 Customer Service

In the event that the Customer is experiencing a service or billing problem, the Customer can contact the Company at the phone number located on the bill of the billing entity for resolution. The Customer can communicate with the Company's Customer Service Department by dialing the toll free number, (800) 871-0999 , ((800) 520-4001 TTY for people with hearing and/or speech disabilities), or notice must be given and delivered, postage prepaid, to the following address: Matrix Telecom, Inc. d/b/a Excel Telecommunications, P.O. Box 650582, Dallas, TX 75265-0582. If the Company changes its address, it will notify the Customer on their bill or by other written and/or electronic means. Written notice to the Company will be effective when directed to the Company's Customer Care Department. The Customer's notice must specify customer's account number(s) and telephone number(s). Verbal notices will be deemed effective on the date reflected in Company records.

Written notices to the Customer will be considered to have been received by the Customer 3 days following the date deposited in the U.S. Mail addressed to the Customer's address as reflected in the Company's files or immediately if we notify the Customer by an electronic means such as e-mail or short Messaging service. The Customer is responsible for notifying the Company of any change in the Customer's address.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.21 Taxes, Surcharges and Other Miscellaneous Charges

All federal state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.

To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit charge, franchise charge, or regulatory charge, such taxes and other charges shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.21 Taxes, Surcharges and Other Miscellaneous Charges, (Cont'd.)

2.21.1 Universal Service Fund Charge (USF)

The Federal Universal Service Fund Charge is assessed to all Customers of services included in this tariff where billing capabilities exist. The charge is based on a percentage of Customer's net interstate and international charges incurred during a month and will be equal to the quarterly assessment factor set by the Federal Communications Commission. This charge is in addition to the tariffed per minute usage rates and any applicable monthly service fees and surcharges associated with utilizing the Company's service and is assessed based on billing capability.

Carrier Cost Recovery Fee - The Carrier Cost Recovery Fee is intended to recover the Company's administrative costs associated with the Federal Universal Service Fund and is assessed to all customers of services included in this tariff. The Carrier Cost Recovery Fee is assessed based on 2.0% of a Customer's net interstate and international toll charges incurred during a month.

For carrier-customers, the Universal Service Fund Charge and the Carrier Cost Recovery Fee will not be applied to services sold by the Company to a Customer for resale for which the Customer has filed a Universal Service Worksheet, unless the Customer has a de minimus exemption which exempts the Customer from paying directly into the fund.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.21 Taxes, Surcharges and Other Miscellaneous Charges, (Cont'd.)

2.21.2 Presubscribed Interexchange Carrier Charge (PICC) Business Customers

For any telephone line, automatic number identification (ANI), terminal, extension, or equivalent for which the Company is designated by the Local Exchange Carrier, or other similar entity to be a Customer's Primary Interexchange Carrier (PIC), the Company will assess the Customer a monthly recurring charge, called a Presubscribed Interexchange Carrier Charge (PICC), for each line or equivalent, that the Company is so designated. The aggregate of these PICCs will not be prorated for a partial month of service, are not subject to any discounting and do not contribute to any monthly minimums. The PICCs charged by the Company are as follows:

Monthly Recurring Charge

For a single line business:	\$0.53/per line
For a multi-line business:	\$2.75/per line

For individual Business Centrex-like Services:	
Per set of Lines 1 – 8:	\$2.75
Per line for lines 9 and Over:	\$0.31

These charges apply in addition to the usage and other charges that apply to any service included in this tariff.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.21 Taxes, Surcharges and Other Miscellaneous Charges, (Cont'd.)

2.21.3 Public Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's 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. The Public Pay Telephone 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 service and is unrelated to the Company's 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 charges 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.

Rate per Call	\$0.60
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COMMERCIAL INTERSTATE SERVICES TARIFF

SECTION 3.0 - SERVICE AND RATE DESCRIPTION

3.1 Call Charges

- 3.1.1 Long distance usage charges are based on the actual usage of the Company's network.
- 3.1.2 Chargeable time ends when the calling service point terminates, thereby releasing the network connection. If the called party hangs up but the calling number does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
- 3.1.3 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.
- 3.1.4 Unless otherwise specified in this tariff, usage is measured and rounded to the higher full minute for billing purposes.
- 3.1.5 The Company will not bill for unanswered calls in areas where equal access is available. The Company will not knowingly bill for unanswered calls in areas where equal access is not available.

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SECTION 3.0 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.2 Rate Period Overlap

For messages which overlap one or more rate periods the rate in effect for each rate period for each portion of the call is applicable.

Subject to the billing increments set forth in Section 4, plus any additional charges which may apply, long distance usage charges are based on the actual usage of the Company's service. Usage begins when the called party picks up the receiver. When the called party picks up timing is determined by hardware answer supervision. Chargeable time ends when either party "hangs up" thereby releasing the connection. The Company does not bill for uncompleted calls.

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SECTION 3.0 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.3 Minimum Usage Requirement

The Minimum Usage Requirement will apply in each billing cycle in which a Customer's qualifying Excel charges do not meet the minimum usage amount. The amount assessed for the Minimum Usage Requirement is the difference between the minimum usage amount of \$50.00 and the Customer's qualifying charges in a billing cycle. The Minimum Usage Requirement will not apply to customer accounts with no Excel charges in a given billing cycle or to accounts with existing monthly minimums greater than \$50.00.

Qualifying charges to be applied toward calculating the monthly usage minimum will be derived only from the following Excel charges: all long distance, calling card, toll free, conference calling and directory assistance usage, Carrier Cost Recovery Fee as well as any monthly recurring or non-recurring charges associated with the Customer's Excel services.

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COMMERCIAL INTERSTATE SERVICES TARIFF

SECTION 4.0 - RATES

4.1 Excel Telecommunications' BASIC SERVICE PLAN

Excel Telecommunications' Basic Service is a one-way, dial-out multi point service designated for customers who select the Company's' services directly from their local telephone company or due to LEC allocation. The service has a flat rate per minute structure for all time-of-day rate periods. Each call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 on one minute increment) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent. The rates and charges set forth below are applicable to interstate calls placed within the United States

Per Minute Rate:	\$0.0690
Monthly Recurring Charge:	\$4.95

The monthly recurring charge applies whether or not the Customer makes any calls.