1. 8XX Origination Service Description

1.1 CPTG will provide 8xx Carrier Origination Service ("Service") pursuant to the terms and conditions of the Agreement and this Exhibit. Except as set forth in this Exhibit, capital terms shall have the definitions assigned to them in the agreement.

1.2 Service is a wholesale product available for resale in which CPTG, or its underlying carrier, originates Customer's toll free voice traffic in the (a) U.S., (b) Canada, (c) Puerto Rico, and (d) US Virgin Islands as ordered by Customer (the U.S., Puerto Rico, and the U.S. Virgin Islands shall be defined herein collectively as "Domestic") and delivers such traffic to Customer over a carrier dedicated access line ("Carrier DAL"). "Carrier DAL" means a dedicated circuit that is connected to a switching platform and the ability to aggregate traffic from, or deliver traffic to, multiple end-users.

2. Rates

2.1. Call Jurisdiction - CPTG will use the originating information in the call stream data (e.g. calling party number and originating ANI) to determine the Local Access and Transport Area ("LATA") and state. CPTG will also identify the operating company number (OCN) of the originating carrier. With that information and Customer's PIU Certification (defined in Section 4.1) CPTG will determine the jurisdiction (interstate and intrastate) of the call, and assign it the applicable rate from the 8XX rate exhibits. Domestic originating interstate rates are per LATA per OCN. Domestic originating intrastate rates are per state per LATA per OCN.

2.2 Increments – Domestic rates in exhibit 8XX are for full minutes and are billed in six-second increments. CPTG may charge each short duration call (i.e. a call under 6 seconds in length), and additional $0.01 surcharge per call. All rates, rate-classification criteria and charges are subject to change upon thirty calendar days notice to customer.

2.3 Rate Adjustments – In the event of Regulatory Activity and notwithstanding any other provision herein to the contrary, CPTG may, upon prior written notice when reasonably practicable, modify, change or add to: (a) the rates, (b) the Service, and/or (c) other terms and conditions contained in the Agreement, including without limitation, surcharges and other charges, to reflect the impact of, or to effect, such Regulatory Activity.

2.4 Bulk Standard Rounding – CPTG invoices in accordance with the practices of its underlying carrier which (a) invoice for Service to the full cent level, however, tracks call charges to the fourth decimal place, and (b) uses "Bulk Standard Rounding" to convert from the fourth decimal place to full cents. Bulk Standard Rounding rounds (a) up the amount billed for a call to the 2nd decimal place, if the third and fourth decimal places of a call charge are equal to, or exceed, $0.0050 and (b) down the amount billed for a call to the 2nd decimal place, if the third and fourth decimal places of a call charge are less than $0.0050. The difference between the billed charge and the actual call charge, negative or positive, ("Difference") is applied to the next call, and such call's actual charges plus the Difference are Bulk Standard Rounded in the same manner to determine the billed charge for such call. The process repeats for all calls.

2.5 Other Rates – Certain enhanced features and services are subject to additional charges, surcharge and fees as provided in the Enhanced Toll Free Features and Ancillary Services sections of Exhibit 8XX or Ancillary.

2.6 Blocking – Notwithstanding the terms of this Exhibit, due to high volumes of fraudulent activity in certain locations, CPTG (at the bequest underlying carriers) shall not provide Service for calls originating from Guam or any other countries using the North American Number Plan (NANP, except for Domestic location and Canada, in the absence of a mutually-agreed amendment to the Agreement, despite the presence of rates for such countries in the pricing tables). If CPTG delivers such traffic, for any reason, published rates shall apply.

3.0 Payphone Compensation

3.1 Customers will have full responsibility for compensating payphone service providers. CPTG will provide a report each month which details payphone originated calls.

3.2 Customer shall be responsible for compliance with its obligations as a facilities-based provider under the "Payphone Compensation Rules," including without limitation, paying all compensation due to PSPs, the tracking and reporting Payphone Coin-less Calls, and audit and certification requirements. "Payphone Compensation Rules" means the regulations, orders and other regulatory statements promulgated or issued by the F.C.C., implementing 47 U.S.C. § 276 or interpreting rights there under. Customer may track pound re-originated calls and whether an attempted call completes to a "called party."

3.3Customer shall provide to CPTG, or its authorized agent, and shall maintain current at all times, appropriate contact information for an official responsible for inquires by PSPs about payphone compensation and related matters.

3.4 Customer shall comply with all Payphone Compensation Rules and shall be solely responsible for obtaining any permission or concurrence that may be required from PSPS for Customer and CPTG to enter into the arrangements set forth in this section.

4.0 Customer Obligations

4.1 PIU Certification - Prior to, or simultaneously with, the effective date of this Exhibit, Customer shall provide CPTG with a percentage of interstate usage of Service on a LATA by LATA basis. A PIU Certification shall become effective in the next full Billing Cycle after CPTG receives it. Prior to such Billing Cycle, CPTG will charge for Service according to any earlier filed PIU Certification and this Exhibit, or, in the absence of such a PIU Certification, at intrastate rates. Customer shall review its PIU Certification annually and shall update the PIU Certification as frequently as necessary to ensure that it at all times accurately reflects the nature of Customer's traffic delivered to CPTG for termination hereunder. Filing and maintaining an accurate PIU Certification with CPTG is a material obligation of customer.

5.0 Liability & Indemnity

5.1 Limitation of Liability: Without limiting the Agreement, CPTG shall not be liable for: (a) any act or omission of the Number Administration and Service Center (NASC), other Responsible Organizations ("Resp Orgs"), or any other carrier providing a portion of the Service or related services charged pursuant to this Exhibit, (b) any loss or damage sustained by Customer, its 8XX subscriber or any third party by reason of defects or malfunctions in the facilities, hardware or software not provided by CPTG (or its underlying carrier) or not directly under CPTG's control; or, (c) by reason of errors made by NASC in connection with the Service Management System ("SMS").

5.2 Indemnification - Without limiting the Agreement, Customer shall indemnify, defend and hold harmless CPTG (and its underlying carrier) is Affiliates, and their respective directors, officers, employees, agents, subsidiaries, affiliates, designees and assignees ("CPTG Indemnities") from and against any third- party claims, demands, actions, losses, damages, assessments, fines, penalties, charges, liabilities, costs or expenses, including reasonable attorney fees, which may at any time be suffered or incurred by, or be asserted against, any or all CPTG Indemnities, relating to, or resulting from, without limitation (a) Customer's failure to provide accurate origination information or PIU Certifications; or (b) Customer's failure to comply with the terms of this Exhibit or its obligations under the Payphone Compensation Rules.

6 Resp Org: (Customer may select

6.1 Resp Org - CPTG, or its underlying carrier or 3rd party appointee (et All), may agree to act as Resp Org and manage and administer Customer's records in the SMS. CPTG's responsibilities shall be limited to coordinating data entry, record changes, trouble acceptance, referrals and/or clearances. CPTG et All may also provide coordination to provision, maintain and test the 8XX data base service between carious entities, such as: Local Exchange Carriers ("LECs"), IXC's, NASC, and SMS. As Resp Org, CPTG et All is limited in the number of 8XX number reservations it may hold. Reservations will be available on a first-come, first-served basis. Customer's reservations may at no time exceed ten percent of Customer's

active 8XX numbers. Reservations cannot be held for more than forty-five calendar days. At the end of the reservations period, the 8XX number will be returned to the pool of numbers available for general assignment. Customer shall make available to CPTG an 8XX number and personnel, twenty-four hours a days, seven days a week, for Resp Org-related trouble reporting and resolution. Customer shall us best efforts to assist CPTG in the resolution of any End User dispute.

6.2 For all 8XX numbers for which CPTG Et All is the Resp Org, CPTG shall be customer's sole provide of 8XX originating service. Notwithstanding the immediately preceding sentence, Customer may designate itself as the 8XX carrier in selected LATAs when customer provide 100% coverage in the LATA(s). CPTG et All will not act as Resp Org for 8XX numbers transported by common carriers other than Customer.

7. Meeting Points: Customer is responsible for all access and related costs of dedicated facilities to connect to CPTG's underlying carrier's nearest POP site available at the time of Customer's request, subject to capacity availability at that site.

8. Minimum Facility Usage Requirement – Following the first three calendar months after connection of a circuit under this Exhibit, if customer fails to use 100,000 minutes per DS-1, or its equivalent, on such circuit for Service and Carrier Termination in any Billing Cycle ("Minimum Facility Usage Requirement"), CPTG may, within six months following such failure: (a) disconnect such circuit(s) providing Service upon thirty calendar days prior written notice, or (b) charge an underutilization fee of $1,000 per DS-1, or its equivalent, for such Billing Cycle. Customer's failure to meet the Minimum Facility Usage Requirement is not curable and is not subject to any cure provision set forth in the Agreement.