

Matrix Telecom, Inc. d/b/a Matrix Business Technologies

also d/b/a Trinsic Communications

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TITLE SHEET

SOUTH DAKOTA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for intrastate interexchange telecommunications services provided by Matrix Telecom, Inc. d/b/a Matrix Business Technologies also d/b/a Trinsic Communications, with principal offices at 7171 Forest Lane, Suite 700, Dallas, Texas 75230. This Pricing Guide applies for services furnished within the state of South Dakota. This Pricing Guide may be inspected, during normal business hours, at the Company's principal place of business.

CHECK SHEET

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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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D** - Delete or Discontinue
- I** - Change Resulting in an Increase to a Customer's Bill
- M** - Moved From Another Tariff Location
- N** - New
- R** - Change Resulting in a Reduction to a Customer's Bill
- T** - Change In Text or Regulation but no Change in Rate or Charge

TARIFF FORMAT

- A. Sheet Numbering -Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers -Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the SDPUC. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the SDPUC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets -When a tariff filing is made with the SDPUC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the SDPUC.

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SECTION 1 -TECHNICAL TERMS AND ABBREVIATIONS

Access Line -An arrangement which connects the Customer's location to a Matrix network switching center.

Authorization Code -A numerical code, one or more of which are available to a Customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

Commission -South Dakota Public Utility Commission.

Company, Carrier or Matrix -Matrix Telecom, Inc. d/b/a Matrix Business Technologies d/b/a Trinsic Communications.

Customer -The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day -From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Evening -From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

InterLATA Toll Call- Any call terminating beyond the LATA of the originating caller.

IntraLATA Toll Call- Calls terminating within the LATA of the originating caller.

Night/Weekend -From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

Telecommunications -The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier -The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Matrix for telecommunications between points within the State of South Dakota. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in South Dakota.

- 2.1.1** The services provided by Matrix are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2** The rates and regulations contained in this tariff apply only to the resale services furnished by Matrix and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of Matrix.
- 2.1.3** The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or a provision of this tariff.
- 2.1.4** The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

SECTION 2 -RULES AND REGULATIONS, (CONT'D.)

2.2 Use and Limitations of Services

- 2.2.1** Matrix's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2** The use of Matrix's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3** The use of Matrix's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4** Matrix does not transmit messages, but the services may be used for that purpose.
- 2.2.5** Matrix's services may be denied for nonpayment of charges or for other violations of this tariff subject to Section 2.5 herein.
- 2.2.6** Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.7** The Customer is responsible for notifying the Company immediately of any unauthorized use of services.
- 2.2.8** All facilities provided under this tariff are directly controlled by Matrix and the Customer may not transfer or assign the use of the service or facilities, except with 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.
- 2.2.9** 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 transfers.

SECTION 2 -RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company

- 2.3.1** The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2** The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3** No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur. No other liability in any event shall attach to the Company, except as ordered by the Commission.
- 2.3.5** The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity of any other property whether owned or controlled by the Customer or others.
- 2.3.6** The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7** The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SECTION 2 -RULES AND REGULATIONS, (CONT'D.)

2.4 Responsibilities of the Customer or Subscriber

- 2.4.1** 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 authorized users.
- 2.4.2** The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Matrix on the Customer's behalf.
- 2.4.3** If required for the provision of Matrix services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4** The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Matrix's services.

SECTION 2 -RULES AND REGULATIONS, (CONT'D.)

2.4 Responsibilities of the Customer or Subscriber, (Cont'd.)

2.4.5 The Customer shall ensure that its equipment and/or system is properly interfaced with Matrix facilities or services, that the signals emitted into the Matrix network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer 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. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Matrix will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Matrix equipment, personnel, or the quality of service to other Customers, Matrix may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Matrix may, upon written notice, terminate the Customer's service.

2.4.6 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, users, or others, by improper use of the services, or by use of equipment provided by the Customer, users, or others.

2.4.7 The Customer must pay for the loss through theft of any Matrix equipment installed at Customer's premises.

2.4.8 The Customer is responsible for the payment of charges for all calls originated at the Customer's numbers, even when those calls are originated by fraudulent means, either from the Customer's premises or from remote locations.

2.4.9 The Customer or authorized user is responsible for compliance with the applicable regulations set forth in this tariff.

2.4.10 The Customer or authorized user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

SECTION 2 -RULES AND REGULATIONS, (CONT'D.)

2.5 Cancellation or Discontinuance of Services

- 2.5.1** Without incurring liability, Matrix may, upon five working days written notice, discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- A.** For nonpayment of any sum due Matrix for more than thirty days after issuance of the bill for the amount due,
 - B.** For violation of any of the provisions of this tariff,
 - C.** For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or
 - D.** By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Matrix from furnishing its services.
- 2.5.2** Without incurring liability, Matrix may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company's equipment and services and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.5.3** Service may be discontinued by Matrix, without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using a call screening method which generates a network message not allowing calls to complete, when Matrix deems it necessary to take such action to prevent unlawful use of its service. Matrix will restore service as soon as it can be provided without undue risk.
- 2.5.4** The Customer may terminate service upon verbal or written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage and be responsible for payment until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier.

SECTION 2 -RULES AND REGULATIONS, (CONT'D.)

2.6 Interruption of Service

- 2.6.1** Credit allowance for the interruption of service which is not due to the Company's testing, inspecting, or adjusting, of equipment; or to the failure of channels or equipment provided by the Customer; or to the Company's blocking of services to certain locations; and that is not caused by the Customer, is subject to the general liability provisions set forth in 2.3 herein. 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. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.6.2** No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3** Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.
- 2.6.4** Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5** For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.6** No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.7** The Customer shall be credited for an interruption of two 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:

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

"A" -outage time in hours

"B" -total monthly charge for affected facility

SECTION 2 -RULES AND REGULATIONS, (CONT'D.)

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposits

The Company does not require a deposit from the Customer.

2.9 Advance Payments

For Customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.10 Taxes

All federal, state and local taxes, assessments, surcharges, or fees (i.e., gross receipts tax, sales tax, use tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.11 Billing and Charges

2.11.1 Customers may be billed directly by Matrix or by the local exchange carrier on behalf of Matrix. Billing will be payable upon receipt and will be considered past due if not paid within 15 days.

2.11.2 The Customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

SECTION 2 -RULES AND REGULATIONS, (CONT'D.)

2.12 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated services, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amount due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payment, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company will be determined by the Court.

2.13 Customer Complaints and/or Billing Disputes

2.13.1 Customers may contact Matrix's representatives 24 hours a day, 7 days a week at 1-800-282-0242, or by writing to Matrix Telecom, Inc. d/b/a Matrix Business Technologies also d/b/a Trinsic Communications, Customer Service Division, P.O. Box 272375, Oklahoma City, OK 73127.

2.13.2 Any objection to billed charges should be reported promptly to Matrix. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. A Customer who is unable to resolve a billing dispute with the Company may contact the Commission to intervene in the billing dispute.

2.14 Reseller/Rebiller Certification

Any Customer that resells or rebills the Matrix services set forth in this tariff must possess all certifications and authorizations required by the South Dakota Public Utility Commission and all other pertinent authorities.

2.15 Pro-rating

All services have a minimum period of one month and are billed one-month in advance. Monthly Recurring Charges are payable in full as of the first day of the billing cycle in which the service is furnished. Therefore, the Monthly Recurring Charges are not subject to pro-rating if service is disconnected prior to the end of a billing period.

Services that are ordered prior to the beginning of a billing period will be prorated from the order date to the Customer's applicable billing period.

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

- 3.1.1** The Customer's long distance usage charge is based on the actual usage of Matrix's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when either the called or calling party hangs up. There will be no charges for incomplete calls.
- 3.1.2** The minimum call duration and initial billing period is 60 seconds for all intrastate direct dialed calls unless otherwise specified by this tariff. Any additional period is measured and rounded to the next higher 60 second increment unless otherwise specified by this tariff.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:

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

EXAMPLE: Distance between Miami and New York City -

<u>VH</u>		
Miami	8,351	529
New York	<u>4,997</u>	<u>1,406</u>
Difference	3,354	-879
Square and add:	11,249,316 + 772,641	= 12,021,957
Divide by 10 and round:	12,021,957 / 10	= 1,202,195.70 = 1,202,196
Take square root and round:	1,202,196	= 1,096.4 = 1,097 miles

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 95% during peak use periods for all services ("1+" dialing).

3.4 Service Offerings

3.4.1 "1 Plus" Long Distance Service -Switched

"1 Plus" Long Distance Service -Switched is a switched access service, offering users outbound "1 plus" long distance telecommunications services from points originating and terminating within the state of South Dakota.

A. M80 -Matrix Elite

This plan enables Customers to call stations of any domestic phone system. Calls are rated on the basis of a 60-second initial billing period with additional periods rounded to the next higher 60- second increment. Service is accessed by designating Matrix as the long distance carrier, and dialing 1+ the called number. Rates are set forth in the Rates section of this tariff. Customers on this plan are subject to a monthly Carrier Access Fee pursuant to the Rates section of this tariff. There are no monthly minimums or sign-up fees associated with this product.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 "1 Plus" Long Distance Service –Switched, (Cont'd.)

B. MS! -Matrix Premium

This plan enables Customers to call stations of any domestic phone system. Calls are rated on the basis of a 60-second initial billing period with additional periods rounded to the next higher 60- second increment. Service is accessed by designating Matrix as the long distance carrier, and dialing 1+ the called number. Rates are set forth in the Rates section of this tariff. Customers on this plan are subject to a monthly Carrier Access Fee pursuant to the Rates section of this tariff. There are no monthly minimums or sign-up fees associated with this product.

C. M82 -Matrix Platinum

This plan enables Customers to call stations of any domestic phone system. Calls are rated on the basis of a 60-second initial billing period with additional periods rounded to the next higher 60- second increment. Service is accessed by designating Matrix as the long distance carrier, and dialing 1+ the called number. Rates are set forth in the Rates section of this tariff. Customers on this plan are subject to a monthly Carrier Access Fee pursuant to the Rates section of this tariff. There are no monthly minimums or sign-up fees associated with this product.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 "1 Plus" Long Distance Service –Switched, (Cont'd.)

D. M83 -Matrix Gold

This plan enables Customers to call stations of any domestic phone system. Calls are rated on the basis of a 60-second initial billing period with additional periods rounded to the next higher 60- second increment. Service is accessed by designating Matrix as the long distance carrier, and dialing 1 + the called number. Rates are set forth in the Rates section of this tariff. Customers on this plan are subject to a monthly Carrier Access Fee pursuant to the Rates section of this tariff. There are no monthly minimums or sign-up fees associated with this product.

E. M84 -Matrix Silver

This plan enables Customers to call stations of any domestic phone system. Calls are rated on the basis of a 60-second initial billing period with additional periods rounded to the next higher 60- second increment. Service is accessed by designating Matrix as the long distance carrier, and dialing 1+ the called number. Rates are set forth in the Rates section of this tariff. Customers on this plan are subject to a monthly Carrier Access Fee pursuant to the Rates section of this tariff. There are no monthly minimums or sign-up fees associated with this product.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 "1 Plus" Long Distance Service –Switched, (Cont'd.)

F. M85 -Matrix Value

This plan enables Customers to call stations of any domestic phone system. Calls are rated on the basis of a 60-second initial billing period with additional periods rounded to the next higher 60- second increment. Service is accessed by designating Matrix as the long distance carrier, and dialing 1+ the called number. Rates are set forth in the Rates section of this tariff. Customers on this plan are subject to a monthly Carrier Access Fee pursuant to the Rates section of this tariff. There are no monthly minimums or sign-up fees associated with this product.

G. M90 -Matrix Today

This plan enables Customers to call stations of any domestic phone system. Calls are rated on the basis of a 30-second initial billing period with additional periods rounded to the next higher 6-second increment. Service is accessed by designating Matrix as the long distance carrier, and dialing 1 + the called number. Rates are set forth in the Rates section of this tariff. A monthly recurring fee applies to this product as set forth in the Rates section of this tariff.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 "1 Plus" Long Distance Service –Switched, (Cont'd.)

H. M91 -Matrix Savings

This plan enables Customers to call stations of any domestic phone system. Calls are rated on the basis of a 30-second initial billing period with additional periods rounded to the next higher 6-second increment. Service is accessed by designating Matrix as the long distance carrier, and dialing 1 + the called number. Rates are set forth in the Rates section of this tariff. A monthly minimum applies to this product as set forth in the Rates section of this tariff. This plan offers its Customers a calling card service. Calling card calls are rated on the basis of a 60-second initial billing period with additional periods rounded to the next higher 60-second increment. Calling Card calls are subject to a per call surcharge as set forth in the Rates section of this tariff. Customers are also offered a toll-free service with this plan. Toll-free calls are rated on the basis of a 30-second initial billing period with additional periods rounded to the next higher 6-second increment. A monthly recurring fee applies to this product as set forth in the Rates section of this tariff. Calling card and toll-free calls are billed in accordance with the rates set forth in the Rates section of this tariff and appear on the Customer's monthly long distance bill.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.2 Calling Card Service

Matrix Calling Card Service permits the caller to charge a principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch tone phone in the U.S. by dialing a toll free number and entering a personal identification code followed by the desired telephone number. Calling Card Calls are rated on the basis of a 60-second initial billing period with additional periods rounded to the next higher 60 second increment. Calls are billed in accordance with the rates set forth in the Rates section of this tariff and appear on the Customer's monthly long distance bill. Calling Card Calls are subject to a per call surcharge as set forth in the Rates section of this tariff.

3.4.3 Toll Free Service -Switched

Matrix Toll Free Service -Switched is a switched access service, offering users inbound, toll free long distance telecommunications services from points originating and terminating within the state of South Dakota. This service enables the caller to contact the Customer toll free, through the use of an assigned toll free number. Calls are rated on the basis of a 60-second initial billing period with additional periods rounded to the next higher 60 second increment. Calls are billed in accordance with the rates set forth in the Rates section of this tariff and appear on the Customer's monthly long distance bill There are no monthly recurring fees, minimums or sign-up charges associated with this product.

3.5 Special Promotional Offerings

The company may from time to time engage in special promotional offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. The company will not have special promotional offerings for more than 90 days in any 12 month period. Promotions will be made a part of this tariff.

SECTION 4 – TRINSIC PRODUCTS

4.1 Description of Services and Rates

4.1.1 General

Trinsic provides long distance voice telecommunications services over resold transmission facilities to residential and business customers throughout the state of South Dakota.

SECTION 4 – TRINSIC PRODUCTS, (CONT'D.)

4.1 Description of Services and Rates, (Cont'd.)

4.1.2 Timing of Calls

- A.** Long distance usage charges are based on usage of the Company's network. Chargeable time begins when the calling and the called station are connected.
- B.** Chargeable time ends when one party "hangs up" the telephone, thereby releasing the network connection.
- C.** The minimum call duration and call increments for billing purposes are specified on a per-product basis.
- D.** The Company shall not bill for unanswered calls.

SECTION 4 – TRINSIC PRODUCTS, (CONT'D.)

4.1 Description of Services and Rates, (Cont'd.)

4.1.3 Trinsic Travel Card Service

Customers subscribing to any Trinsic Home Edition Service will receive a Trinsic Travel Card for placing long distance calls while away from home. Calls originate via toll free access code dialing. Calls are billed in sixty (60) second increments with an initial period, for billing purposes, of sixty (60) seconds. There is no per call charge.

Rate per minute: \$0.20

4.1.4 Trinsic Standard Service * (1)

Standard Service is available to business and residential Customers for outbound calling. Calls originate via toll free access code dialing. Calls are billed in six (6) second increments and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive. This service is offered on a month to month basis. No minimum commitment is required. In addition to long distance usage, Customers will receive three hundred (300) free minutes of voice mail.

A.	Installation charge	\$0.00
B.	Monthly Recurring Charge	\$0.00
C.	Per Minute Usage Charge	
	Local access dialing	\$0.079
	Toll free access dialing	\$0.100
D.	Promotional Credits	Not applicable

(1) This service was formerly known as Standard Service.

** This service grandfathered effective January 27, 2000 and is available to existing customers only.*

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SECTION 4 – TRINSIC PRODUCTS, (CONT'D.)

4.1 Description of Services and Rates, (Cont'd.)

4.1.5 Operator Services

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Usage charges will be billed at the rate in effect for the presubscribed service purchased by the Customer.

A. InterLATA Per Call Service Charges:

Customer Dialed Calling Card (Mechanized)	\$0.55
Operator Assisted Station-to-Station	\$2.10
Operator Assisted Person-to-Person	\$4.50

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SECTION 4 – TRINSIC PRODUCTS, (CONT'D.)

4.1 Description of Services and Rates, (Cont'd.)

4.1.6 Trinsic Spectrum Plus Service **¹

For rates for the local portion of Trinsic Spectrum Plus Service please see the Company's South Dakota Local tariff.

A. Trinsic Spectrum Plus Toll Service

Trinsic Spectrum Plus Toll service is available only to Customers of Trinsic Spectrum Plus Local Exchange Service. Calls are billed in six (6) second increments.

Rate Per Minute: \$0.125

B. Trinsic Spectrum Plus Toll Free Service

Trinsic Spectrum Plus Toll Free Service is available to Customers for incoming calls. Service is available only to Customers of Trinsic Spectrum Plus Local Exchange Service. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

Rate per minute: \$0.045

Monthly Recurring Charge Per toll free access line: \$3.00

Toll Free Service Installation: \$20.00 *

Vanity Toll Free Number Search: \$9.99

* The Toll Free Service Installation charge is not applied when a customer migrates from another telephone company.

¹ This service formerly known as Trinsic Business Plus Service.

** This service is grandfathered and available to existing Customers only effective March 16, 2005.

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SECTION 4 – TRINSIC PRODUCTS, (CONT'D.)

4.1 Description of Services and Rates, (Cont'd.)

4.1.6 Trinsic Spectrum Plus Service ^{1}, (Cont'd.)**

C. Travel Card Service

Trinsic Spectrum Plus Travel Card Service is available to Trinsic Spectrum Plus Local Exchange Service Customers who also purchase Trinsic Spectrum Plus Toll Service. Calls may be made away from the Customer's business location and billed to the business account. Calls are billed in six (6) second increments.

Rate Per Minute: \$0.045

D. Business Network Service

Business Network Service is an optional service available to Trinsic Spectrum Plus Customers for outbound calling from presubscribed lines. This service allows Trinsic Spectrum Plus Customers presubscribed to Trinsic for long distance service to call other Trinsic Customers without depleting the call allowance for the plan the Customer has chosen. Call may be made to other Trinsic business Customers or to Trinsic residential Customers. Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive.

Rate Per Minute: \$0.039

¹ This service formerly known as Trinsic Business Plus Service.

** This service is grandfathered and available to existing Customers only effective March 16, 2005.

SECTION 4 – TRINSIC PRODUCTS, (CONT'D.)

4.1 Description of Services and Rates, (Cont'd.)

4.1.7 Directory Assistance

Directory Assistance is available to Customers of Trinsic. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

	<u>Residential</u>	<u>Business</u>
Per Call Rate:	\$1.25	\$1.25

SECTION 4 – TRINSIC PRODUCTS, (CONT'D.)

4.1 Description of Services and Rates, (Cont'd.)

4.1.8 Public 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 intraRhode Island calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

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

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.

	<u>Residential</u>	<u>Business</u>
Rate Per Call	\$0.60	\$0.30

SECTION 4 – TRINSIC PRODUCTS, (CONT'D.)

4.1 Description of Services and Rates, (Cont'd.)

4.1.9 Member to Member Service

Member to Member Service is available to all Trinsic Customers of services listed below. Member to Member allows Trinsic Customers to call other Trinsic Customers without incurring per call usage charges or depleting the bundled minutes call allowance. Calls under the Member to Member option must originate on and terminate to a telephone number presubscribed to a Trinsic Network Exchange Bundled Service. Customers are not required to identify Customers in their calling circle. Such identification will be handled by the Company's network.

Member to Member calling between Trinsic Customers applies to both intrastate and interstate calling. There is no limit to the number of minutes included in Member to Member.

This service is available with Trinsic services where noted in the description of each service.

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SECTION 4 – TRINSIC PRODUCTS, (CONT'D.)

4.1 Description of Services and Rates, (Cont'd.)

4.1.10 Trinsic Center PVA (1) **

Trinsic Center PVA allows residential customers to access the Company's Personal Voice completion and enhanced services such as dialing assistance, contact lists, review of and delivery of emails, voice mail and Follow Me/Find Me, Notify Me and Fast Access service ¹. Access is via toll free number. Service is available 24 hours a day, 7 days a week. Customers may choose a per minute Assistant (PVA) for call option or prepaid option as follows.

A. Per Minute Option

All calls made through this service will be billed in one (1) minute increments. An interstate Monthly Recurring Charge applies to this service in addition to usage.

Rate Per Minute: \$0.069

B. PVA Prepaid Option

Service includes 200 minutes of PVA platform time, which may be used for outbound calling as well as access to PVA features. Access is via toll free number. Service expires 90 days after activation. Customers will receive a voice interrupt message 1 minute prior to the end of the 200 minute allowance notifying them that their allowance is about to expire. The Customer will also be voice prompted when access their PVA with the number of minutes remaining. additional service is available through recharging in 100 minute increments. There is no limit to the number of recharges for this product. International calling is not available through this service.

Service Price \$9.95

Recharge for each 100 minutes \$9.95

PVA DA access is charged at 5 minutes of usage per instance

Payphone Surcharge is charged at 5 minutes of usage per instance

(1) This service was formerly known as Z-LinePVA.

1 Voice mail, review and delivery of emails, Follow Me/Find Me, Notify Me and Fast Access services are not regulated by the Commission.

** Effective June 7, 2005 this service is grandfathered and available to existing Customers only.

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SECTION 4 – TRINSIC PRODUCTS, (CONT'D.)

4.1 Description of Services and Rates, (Cont'd.)

4.1.10 Trinsic Center PVA, (Cont'd.) **

C. Special Edition Prepaid Option

Service includes 500 minutes of inbound and outbound calling, as well as use of PVA features and expires 90 days after activation. Access is via personal 800 services. Customers will receive a voice interrupt message 1 minute prior to the end of the 500 minute call allowance notifying them that their minute allowance is about to expire. The Customer will also be voice prompted when accessing their PVA with the number of minutes remaining. Additional service is available through recharging in 100 minute increments. There is no limit to the number of recharges for this product. International calling is not available through this service.

Service Price	\$19.95
Recharge for each 100 minutes	\$9.95
PVA DA access is charged at 5 minutes of usage per instance	
Payphone Surcharge is charged at 5 minutes of usage per instance	

** Effective June 7, 2005 this service is grandfathered and available to existing Customers only.

SECTION 4 – TRINSIC PRODUCTS, (CONT'D.)

4.1 Description of Services and Rates, (Cont'd.)

4.1.11 Trinsic LONG DISTANCE 500 Service (1)

Trinsic LONG DISTANCE 500 Service is a presubscribed service providing outbound calling for residential customers. The service also provides access to the Company's Personal Voice Assistant Service (PVA) for call completion and enhanced services such as dialing assistance, contact lists, review of and delivery of emails ¹. The service includes a monthly call allowance of combined intrastate and interstate toll calling of 500 minutes and Member to Member calling at no charge. Calls placed above the call allowance will be billed in one (1) minute increments rates. Customers are provided a toll free number for placing calls while away from home and the same rates and call allowance applies. An interstate Monthly Recurring Charge applies to this service in addition to usage.

Call Allowance:	500 minutes
Direct dial rate per minute above call allowance	\$0.095
PVA rate per minute above call allowance:	\$0.049

(1) This service was formerly known as Z-LineLONG DISTANCE 500 Service.

¹ Contact lists and review of delivery of emails not services regulated by the Commission.

SECTION 4 – TRINSIC PRODUCTS, (CONT'D.)

4.1 Description of Services and Rates, (Cont'd.)

4.1.12 Trinsic 800 Service (1)

Trinsic 800 Service provides customers with a personal toll free telephone number with which to access the company's travel card platform and Personal Voice Assistant (PVA) enhanced services. Voice mail is included with this service as are the enhanced features Find Me, Notify Me.¹

This service may be purchased on a stand-alone basis without the purchase of any other Trinsic service. In addition, the service is available as an add-on to existing Trinsic Unlimited Service, Trinsic Basic with PVA and Trinsic Value with PVA services.

Customers will use their personal toll free number to access the Company's travel card and PVA platform. End users wishing to contact the Customer or leave a message for the customer may do so through the Trinsic 800 Service.

A call allowance of 120 minutes of inbound and/or outbound calling is included with this service. Calls above the call allowance will be billed in sixty (60) second increments.

An interstate Monthly Recurring Charge applies to this service in addition to usage.

Rate Per minute above 120 Minute Call Allowance: \$0.069

¹ Contact lists, review of and delivery of emails, VoiceMail, Find Me and Notify Me are not services or features regulated by the Commission

(1) This service was formerly known as Z-Line 800 Service.

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SECTION 4 – TRINSIC PRODUCTS, (CONT'D.)

4.1 Description of Services and Rates, (Cont'd.)

4.1.13 Trinsic LONG DISTANCE Service (1)

Trinsic LONG DISTANCE Service is a presubscribed service providing outbound calling for residential Customers. The service also provides access to the Company's Personal Voice Assistant Service (PVA) for call completion and enhanced services such as dialing assistance, contact lists, review of and delivery of emails as well as VoiceMail, Find Me and Notify Me functions.¹ Calls are billed in one (1) minute increments. Customers are provided a toll free number for placing calls while away from home, and the same rates apply. An interstate Monthly Recurring Charge applies to this service in addition to usage.

Direct Dial rate per minute:	\$0.095
Call completion through PVA Rate Per Minute:	\$0.049

4.1.14 Trinsic Business Long Distance with PVA

Trinsic Business Long Distance with PVA is a presubscribed long distance service providing outbound calling for business Customers. The service also provides access to the Company's Personal Voice Assistant enhanced service platform for call completion and enhanced services such as dialing assistance, contact lists, voice mail, and review of and delivery of emails, as well as Find Me and Notify Me functions.¹ Calls are billed in six (6) second increments. Customers are provided a toll free number for placing calls while away from the office, and the same rates apply.

Rate Per Minute	\$0.125
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¹ Contact lists, review of and delivery of emails, VoiceMail, Find Me and Notify Me are not services or features regulated by the Commission.

(1) This service was formerly known as Z-Line LONG DISTANCE Service.

SECTION 4 – TRINSIC PRODUCTS, (CONT'D.)

4.1 Description of Services and Rates, (Cont'd.)

4.1.15 PVA Directory Assistance

PVA Directory Assistance is a directory service whereby Customers may request assistance in determining listing information on a nationwide basis through the Company's Personal Voice Assistance (PVA) enhanced services platform.

This service is only available to Customer of Trinsic local and/or long distance services with PVA. Customers use a toll free number or access code to access the PVA platform and choose the directory assistance option. Up to two listings per call may be requested. The rate per call applies whether or not a number is provided; this includes requests for numbers which are non-published or non-listed.

There are no billing exemptions or allowances for PVA Directory Assistance.

Rate Per Minute	\$1.06
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SECTION 4 – TRINSIC PRODUCTS, (CONT'D.)

4.1 Description of Services and Rates, (Cont'd.)

4.1.16 Trinsic LONG DISTANCE Essential (1)

Trinsic LONG DISTANCE Essential is a presubscribed service providing outbound calling for residential Customers. An interstate Monthly Recurring Charge applies to this service in addition to usage.

Customers may request an optional toll free number, which terminates at the Customer's telephone number, with a call allowance of 60 minutes of domestic inbound calling for an additional monthly recurring charge. Calls are billed in one (1) minute increments.

Direct Dial rate per minute:	\$0.095
Toll Free rate per minute	\$0.095

3.1.17 Affinity Pricing Plan - Trinsic Discount Program

The Trinsic Affinity Pricing Plan - Trinsic Discount Program offers discounts on specific Trinsic services to members of trade associations that represent business entities or individuals within an industry, professional or business classification; employees of business entities; members of organizations with affiliated franchisees, independent agents, independent distributors or business representatives; entities that are members of a buying group not organized only for the purpose of qualifying for the discounts provided herein; non-profit entities affiliated with non-profit chapters, agencies, administrative offices or organizations affiliated with charitable, religious, educational, scientific and literary organizations, or customers or members of commercial organizations or institutions, who have entered into an Affinity Marketing Agreement with the Company.

Customers will receive a 10% discount on the Monthly Recurring Charge for the following services: Trinsic LONGDISTANCE 500. The discount will remain in place as long as the employee, individual or member remains and employee, individual or member of the affinity group. All other terms and conditions of the above-mentioned tariffed services apply.

(1) This service was formerly known as Z-Line LONG DISTANCE Essential.

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SECTION 4 – TRINSIC PRODUCTS, (CONT'D.)

4.1 Description of Services and Rates, (Cont'd.)

4.1.18 Trinsic Spectrum Local Plus PPS

Trinsic Spectrum Local Plus PPS is a service for small business Customers consisting of a local exchange services and access to intrastate and interstate toll, toll-free and travel card services on a measured usage basis. For a description of the local portion of Trinsic Spectrum Local Plus PPS service see Trinsic's South Dakota Tariff No. 3.

A. Trinsic Spectrum Local Plus PPS Toll Service

Trinsic Spectrum Local Plus PPS Toll service is available only to Customers of Trinsic Spectrum Local Plus PPS Local Exchange Service. Calls are billed in six (6) second increments.

Rate Per Minute: \$0.0750

B. Trinsic Spectrum Local Plus PPS Toll Free Service

Trinsic Spectrum Local Plus PPS Toll Free Service is available to Customers for incoming calls. Service is available only to Customers of Trinsic Spectrum Local Plus PPS Local Exchange Service. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

Rate per minute: \$0.045

Monthly Recurring Charge per toll free access line: \$3.00

Toll Free Service Installation: \$20.00¹

Vanity Toll Free Number Search: \$9.99

¹ The Toll Free Service Installation charge is not applied when a Customer migrates from another telephone company, or if Toll Free Service is included with the initial order for service.

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SECTION 4 – TRINSIC PRODUCTS, (CONT'D.)

4.1 Description of Services and Rates, (Cont'd.)

4.1.18 Trinsic Spectrum Local Plus PPS, (Cont'd.)

C. Trinsic Spectrum Local Plus PPS Travel Card Service

Trinsic Spectrum Local Plus PPS Travel Card Service is available to Trinsic Spectrum Local Plus PPS Local Exchange Service Customers who also purchase Trinsic Spectrum Local Plus PPS Toll Service. Calls may be made away from the Customer's business location and billed to the business account. Calls are billed in six (6) second increments.

Rate Per Minute: \$0.045

D. Business Network Service

Business Network Service is an optional service available to Trinsic Spectrum Local Plus PPS Customers for outbound calling from presubscribed lines. This service allows Trinsic Spectrum Local Plus PPS Customers presubscribed to Trinsic for long distance service to call other Trinsic Customers without depleting the call allowance for the plan the Customer has chosen. Calls may be made to other Trinsic business Customers or to Trinsic residential Customers. Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive.

Rate Per Minute: \$0.039

SECTION 4 – TRINSIC PRODUCTS, (CONT'D.)

4.2 Promotions

4.2.1 Demonstration Calls

From time to time Trinsic will demonstrate its services by providing free test calls of up to fifteen minutes duration over its network.

4.2.2 Promotion - General

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. Such promotional offerings will be filed with the Commission.

SECTION 5 – RATES

5.1 "1 Plus" Long Distance Services -Switched Rates

5.1.1 M80 -Matrix Elite Rates and Charges

Charges are billed in full minute increments. Intrastate calls are charged at a rate of \$0.0990 per minute, 24 hours a day, seven days a week.

A Carrier Access Fee in the amount of \$1.92 per month applies to this rate plan.

There are no monthly minimums or sign-up fees.

Calling Cards and Toll-Free Services are available under this rate plan. Rates for these services are as set forth hereinbelow.

5.1.2 M81 -Matrix Premium Rates and Charges

Charges are billed in full minute increments. Intrastate calls are charged at a rate of \$0.0990 per minute, 24 hours a day, seven days a week.

A Carrier Access Fee in the amount of \$2.41 per month applies to this rate plan.

There are no monthly minimums or sign-up fees.

Calling Cards and Toll-Free Services are available under this rate plan.

Rates for these services are as set forth hereinbelow.

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SECTION 5 – RATES, (CONT'D.)

5.1 "1 Plus" Long Distance Services -Switched Rates, (Cont'd.)

5.1.3 M82 -Matrix Platinum Rates and Charges

Charges are billed in full minute increments. Intrastate calls are charged at a rate of \$0.0990 per minute, 24 hours a day, seven days a week.

A Carrier Access Fee in the amount of \$3.12 per month applies to this rate plan.

There are no monthly minimums or sign-up fees.

Calling Cards and Toll-Free Services are available under this rate plan Rates for these services are as set forth hereinbelow.

5.1.4 M83 -Matrix Gold Rates and Charges

Charges are billed in full minute increments. Intrastate calls are charged at a rate of \$0.0990 per minute, 24 hours a day, seven days a week.

A Carrier Access Fee in the amount of \$3.41 per month applies to this rate plan.

There are no monthly minimums or sign-up fees.

Calling Cards and Toll-Free Services are available under this rate plan. Rates for these services are as set forth hereinbelow.

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SECTION 5 – RATES, (CONT'D.)

5.1 "1 Plus" Long Distance Services -Switched Rates, (Cont'd.)

4.1.5 M84 -Matrix Silver Rates and Charges

Charges are billed in full minute increments. Intrastate calls are charged at a rate of \$0.0990 per minute, 24 hours a day, seven days a week.

A Carrier Access Fee in the amount of \$2.36 per month applies to this rate plan.

There are no monthly minimums or sign-up fees.

Calling Cards and Toll-Free Services are available under this rate plan. Rates for these services are as set forth hereinbelow.

4.1.6 M85 -Matrix Value Rates and Charges

Charges are billed in full minute increments. Intrastate calls are charged at a rate of \$0.0990 per minute, 24 hours a day, seven days a week.

A Carrier Access Fee in the amount of \$3.64 per month applies to this rate plan.

There are no monthly minimums or sign-up fees.

Calling Cards and Toll-Free Services are available under this rate plan. Rates for these services are as set forth hereinbelow.

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SECTION 5 – RATES, (CONT'D.)

5.1 "1 Plus" Long Distance Services -Switched Rates, (Cont'd.)

4.1.7 M90 -Matrix Today Rates and Charges

Charges are billed on the basis of 30-second initial, and additional 6-second increments. Intrastate calls are charged at a rate of \$0.3661 per minute, 24 hours a day, seven days a week.

A monthly recurring fee in the amount of \$4.99 applies to this rate plan.

There are no monthly minimums or sign-up fees.

Calling Cards and Toll-Free Services are available under this rate plan. Rates for these services are as set forth hereinbelow.

4.1.8 M91 -Matrix Savings Rates and Charges

Charges are billed on the basis of 30-second initial, and additional 6-second increments. Intrastate calls are charged at a rate of \$0.0990 per minute, 24 hours a day, seven days a week. A \$50.00 Monthly Minimum Charge applies to this rate plan.

Calling cards are made available to Customers on this rate plan. Calling card calls are billed in full minute increments. Intrastate calls are charged at a rate of \$0.33 per minute, 24 hours a day, seven days a week up to \$20.00. These per minute charges are not billed to the Customer but are free of charge under this plan. The Customer will be billed, however, for a surcharge in the amount of \$1.25 per call. When the per minute charges reach \$20.00, the per minute rate will be reduced to \$0.15 and the per call surcharge will be reduced to \$0.10. The Customer will be billed for these charges.

Toll-free service is made available to Customers on this rate plan. Toll-free calls are rated on the basis of a 30-second initial billing period with additional periods rounded to the next higher 6-second increment. Intrastate calls are charged at a rate of \$0.0990 per minute, 24 hours a day, seven days a week. There is a monthly recurring fee in the amount of \$2.99 that applies to this service.

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SECTION 5 – RATES, (CONT'D.)

5.2 Calling Card Service Rates

5.2.1 Dime-Anytime! Calling Card Rates and Charges

Charges are billed in full minute increments. Intrastate calls are charged at a rate of \$0.15 per minute, 24 hours a day, seven days a week.

A Surcharge in the amount of \$0.10 per call applies to this rate plan.

5.3 Toll Free Service -Switched Rates

Charges are billed in full minute increments. Intrastate calls are charged at a rate of \$0.099 per minute, 24 hours a day, seven days a week.

There are no monthly fees, minimums or sign-up fees associated with this Rate Plan.

5.4 Directory Assistance

A long distance directory assistance charge applies when the caller accesses the Company's network by dialing 1 + Area Code + 555-1212 to place a request for a telephone number. A caller may request one telephone number per directory assistance call. The charge applies to each inquiry regardless of whether the directory assistance bureau is able to supply a listed number. A credit will be issued for any directory assistance charge for which the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials.

Directory Assistance Charge	<u>Per Inquiry</u> \$0.75
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SECTION 5 – RATES, (CONT'D.)

5.5 Special Rates

5.5.1 Discount for Hearing Impaired Customers:

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments for individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, a discount for calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will result in the application of the evening rate for calls made during daytime hours and night rates for calls made during evening and night hours. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

5.5.2 Operator Assistance for Handicapped Persons:

Operator station surcharges will not be charged by the Company for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

5.5.3 Directory Assistance for Handicapped Persons:

There is no charge for Directory Assistance calls from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

5.5.4 Discount for Telecommunications Relay Service Intrastate Toll Calls

Intrastate toll telecommunications relay service calls will be discounted by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to timesensitive elements of a charge for the call and shall not apply to per call charges or surcharges.

Issued: January 1, 2008

Effective January 1, 2008

SECTION 5 – RATES, (CONT'D.)

4.6 Time Of Day Rate Periods

Day, evening and night/weekend rates apply for the following products based on the following chart:

All Services:

	MON	TUES	WEDS	THURS	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING/NIGHT/WEEKEND RATE PERIOD						
11:00 PM TO 8:00 AM*							

* to, but not including

Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the at rates in effect in that boundary for each portion of the call.

SECTION 5 – RATES, (CONT'D.)

5.7 Payphone Use Surcharge

An undiscountable payphone use surcharge of \$.35 shall apply to each coinless call which Matrix can identify as being placed from a domestic payphone by or to the Customer or its permitted user. This includes, but is not limited to, calls placed with a Matrix calling card, collect calls and calls placed to 800 numbers. This charge is in addition to standard tariffed usage charges and is for the use of the payphone instrument to access Matrix's service.

5.8 Finance Charge and Late Fee

A finance charge in the amount of 1.5% monthly will be charged on any past due balances. In addition, if the amount considered past due is greater than \$6.00, a late fee in the amount of \$10.00 will also be applied.

5.9 Return Check Charges

A fee of \$15.00 will be charged for each check returned.

5.10 Reconnection Charge

A reconnection fee of \$20.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.

5.11 Employee Concessions

Any employee of the Company in good standing may receive any of the Company's services with a \$20.00 per month credit towards the monthly billing. In addition, the monthly Carrier Access Fee will be waived for employees.

5.12 Local Exchange Carrier Billing Fee

Should billing be provided by the local exchange carrier on behalf of Matrix, a billing fee in the amount of \$1.50 per month will be added to a Customer's bill.