INTERSTATE COMMUNICATION SERVICE CHECK SHEET

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INTERSTATE COMMUNICATION SERVICE

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CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS

No Common Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

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EXPLANATION OF SYMBOLS

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

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TARIFF F.C.C. NO. 2 1st Revised Page 6 Cancels Original Page 6

APPLICATION OF TARIFF

| This tariff contains the regulations and rates governing the relationship between MTA Long Distance |
|--|
| (MTA-LD) and its customers in the provision of Interstate Communications Service in Alaska and other |
| 49 states, Puerto Rico, and the U.S. Virgin Island, provided by MTA-LD beyond the cities, locations, and |
| service areas that MTA Long Distance serves. |

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1. Definition of terms

For the purpose of this tariff, the following definitions shall apply:

1-800-Access

This service is unavailable at this time.

800 Service

An arrangement whereby a customer may subscribe to one or more local business lines and receive and pay for user-dialed calls from points in the other 49 States, Puerto Rico, and the U.S. Virgin Islands.

Access Line

A dedicated arrangement which connects a customer location to an MTA-LD terminal location or an MTA-LD switching center.

Administrative Change

The modification of an existing circuit or service at the customer's request which does not involve the physical rearrangement of a circuit or facility or the programming of service features. An administrative change generally involves the adjustment of records or coordinating processes to include billing record changes.

Authorization Code

A multi-digit code, one or more of which are available to Measured Use Service customers, which enables such customers to identify individual users or groups of users, making it possible to allocate costs of the customer's long distance service.

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MTA LONG DISTANCE

1. <u>DEFINITION OF TERMS (CONT.)</u>

Authorized User

A person, firm or corporation who is authorized by the customer to be connected to the service of the customer. An authorized user must be specifically named in the application for service and a station of the private line service must be located on his premises.

Billing Record Change

A change in customer billing address.

Cancellation of Order

A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each circuitend or dedicated access line canceled from an order prior to its completion by MTA-LD, under the following circumstances: (1) if the local telephone company has confirmed in writing to MTA-LD that the circuit-end or dedicated access line will be installed; or (2) if MTA-LD has already submitted facilities orders to an interconnecting telephone company. (This differs from a Disconnection.)

Channel or Circuit

A path (or paths) for electrical communication between two or more stations furnished in such manner as the Company may elect, whether by wire, radio, satellite or a combination thereof and whether or not by means of a single physical facility or route.

Channel Mileage

The Great Circle mileage between Company's termination points.

Channel or Circuit Termination

A channel termination associated with each type of circuit.

Issued: September 5, 1997

1. DEFINITION OF TERMS (CONT.)

Company

Refers to MTA Communications, Inc. dba MTA Long Distance.

Conference Call

A call which connects three or more main stations or private branch exchanges, or combinations thereof, on one connection at the same time.

Conference Call Originator

The originating station on a conference call.

Credit Card

Any valid credit card accepted by MTA-LD.

Customer

The person, firm, or corporation which orders service, and is responsible for the payment of charges and compliance with the requirements and regulations of the Company.

Customer-Provided Terminal Equipment

Terminal equipment, as defined herein, provided by a customer.

Data or Facsimile Transmitting or Receiving Equipment

Customer-provided equipment used in conjunction with message telephone service to transmit and/or receive data or facsimile through a customer-provided or Company-provided data set.

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1. <u>DEFINITION OF TERMS (CONT.)</u>

Dial Station

Service where the person originating the call dials the telephone number desired and completes the message without the assistance of a Company operator, and the message is billed to the originating number.

Disconnection

A toll denial.

Duplex Service

Service which provides for simultaneous transmission in both directions.

Exchange

A unit established by a local exchange carrier for the administration of communications service in a specified area which normally embraces a city, town or village and its environs. It consists of one or more central offices together with the associated plan used in furnishing communications service within that area.

Exchange Area

The territory served by an exchange.

Four Wire Circuit

A circuit using two one-way transmission paths, which include two carrier paths and two wire-pairs.

Great Circuit

Mileage between two points calculated by taking into account the curvature of the earth.

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TARIFF F.C.C. NO. 2 Original Page 11

1. <u>DEFINITION OF TERMS (CONT.)</u>

Half Duplex Service

Service which provides for transmission alternatively in either direction, or for transmission in one direction only between two points calculated by taking into account the curvature of the earth.

Hertz

A frequency unit equivalent to one cycle per second.

Initial and Additional Period

The interval of time allowed at the rate quoted for a connection between given points. The term "additional period" denotes the unit of time used for measuring and charging for time in excess of the initial period.

Installation

The establishment of a circuit, dedicated access line, port connection or other facilities for new or additional service.

Joint User

A person, firm or corporation designated by a customer as a user of communications facilities furnished to the customer by ATU-LD, and to whom a portion of the charges for such facilities is billed under a joint user arrangement.

Kbps (kilobytes per second)

A bite rate expressed in thousands of bits per second.

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1. <u>DEFINITION OF TERMS (CONT.)</u>

LEC Calling Card

A billing arrangement by which a call may be charged to an authorized LEC issued number.

Local Calling Area

The area within which telecommunications service is furnished to customers under a specific schedule or rates. A local calling area may include one or more remote area switching areas or portions of switching service areas.

Local Exchange Carrier (LEC)

A company which furnishes local exchange telephone service.

Local Exchange Service

A service provided by local exchange carriers in their exchange areas.

MTA-LD

Refers to MTA Communications, Inc. dba MTA Long Distance, Inc..

Message Telecommunications Service (MTS)

The telecommunications service provided between two or more rate centers.

Multi-Line Customer

A business subscriber that maintains more than one business telephone line from the serving local exchange carrier.

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1. <u>DEFINITION OF TERMS (CONT.)</u>

One-Way Transmission

The capability of transmission in only one direction.

Overtime Service

An occasional service furnished immediately preceding regularly recurring periods of service.

Person-to-Person

The service where the person originating the call specifies to the Company operator a particular person, mobile station, department or office to be reached.

Physical Change

The modification of an existing circuit or service at the customer's request which involves the physical rearrangement of a circuit or facility or the reprogramming of service features. A physical change generally involves a change in the nature of the service or the manner in which it is provided.

Premises

The space occupied by a customer or authorized user in a building or buildings on contiguous property not separated by a public highway.

Rate Center

A specific geographic location from which mileage measurement is determined for the application of message telephone charges.

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TARIFF F.C.C. NO. 2 Original Page 14

MTA LONG DISTANCE

1. DEFINITION OF TERMS (CONT.)

Service Order Form

A standard MTA-LD order form which includes all pertinent billing, technical and other descriptive information which will enable MTA-LD to provide the communication service as required.

Service Point

A place at which a station of the customer is located, or a place via which a channel is routed at the request of the customer.

Single-line Business Subscriber

A business subscriber that maintains only one business telephone line from the serving local exchange carrier.

Speed Dial

A signaling arrangement by which a Measured Use Service customer may elect to dial a preprogrammed number in place of a designated multi-digit number.

Speed Line

A signaling arrangement by which a customer may automatically signal a predetermined multi-digit telephone number without the requirement of any dialed digits.

Issued: Effective: August 1, 2011

1. DEFINITION OF TERMS (CONT.)

Station

The signaling unit and other equipment provided at a customer's premises which enables the customer to establish the communication connections and to effect communications through such connections. The term "station" as used in connection with private line services denotes the transmitting or receiving equipment, or combination transmitting and receiving equipment, at any location on a premises and connected for private line service, or which the service involves only channels, denotes a point on a premises at which a channel is terminated.

Extension Station

An additional telephone instrument connected to, and for use in conjunction with, the main station.

Station to Station

A service where the person originating the call dials or gives to the Company operator the telephone number of the desired station and does not specify a particular person to be reached.

Sub Account Code

A multi-digit code, five or more of which are available to users of Measured Use Services. Individually assigned codes may be used to segregate billing according to the customer's desires.

Issued: Effective: August 1, 2011

1. <u>DEFINITION OF TERMS (CONT.)</u>

Switching Service Area

The geographical territory served by the switching center, usually including a town, village or other concentrations of population.

Telecommunications Relay Service

Telephone transmission services that provide the ability for an individual who has a hearing or speech disability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of any individual who does not have a hearing or speech disability to communicate using voice communication services by wire or radio. Such terms includes services that enable two-way communications between an individual who uses a text telephone or other non-voice terminal devise and individual who does not use such a device.

Teleconference Account Codes

Authorization codes sold to a provider of teleconferencing services, enabling its subscriber to directly access a teleconference bridge.

Temporary Service

Service furnished for an initial period of less than one month.

Terminal Equipment

Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, or data sets.

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TARIFF F.C.C. NO. 2 Original Page 17

MTA LONG DISTANCE

1. DEFINITION OF TERMS (CONT.)

Text Telephone (TT)_

A machine that employs graphic communication in the transmission of coded signals through a wire or radio communication system.

Transmission Speed

Data transmission speed or rate in bits per second (bps).

Two-Way Transmission

The capability of transmission in either direction or in both directions at once.

Two-Wire Circuit

A circuit using two one-way carrier transmission paths, which include one carrier path and one wire pair.

United States

The 50 states including the District of Columbia, Hawaii and Alaska.

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2. <u>RULES AND REGULATIONS</u>

- 2.1 <u>Undertaking Of The Company</u>
 - A. This tariff provides the terms, conditions and rates for the provisioning of interstate Message Telephone Service (MTS).
 - B. The Company does not undertake to transmit messages but furnishes the use of its facilities to its customers for communications.

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2. RULES AND REGULATIONS (CONT.)

2.2 Limitations On Duration Of Connections

The Company reserves the right to limit the duration of connection which becomes necessary because of a shortage of facilities caused by emergency conditions.

- A. The use and restoration of service shall be in accordance with Part 64, Subpart D, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
- B. Subject to compliance with the rules mentioned in (1) preceding, when a shortage of facilities exists at any time either for temporary or protracted periods, the establishment of message telecommunications service shall take precedence over all other services.

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2. <u>RULES AND REGULATIONS (CONT.)</u>

- 2.3 Priority Of Services And Limitation Of Liability
- A. In view of the fact that the customer has exclusive control of its communications over the facilities furnished by the Company, and of the other uses for which facilities may be furnished by the Company, and because of unavoidability of errors incident to the services and to the use of such facilities of the company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations specified in B through J following.
- B. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, or the gross negligence of the Company, shall in no event exceed an amount equivalent to the proportioned charge to the customer for the period of service during which such mistake, omission, interruption, delay or error or defect in transmission, or failure or defect in facilities occurs.
- C. The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with the facilities provide by the Company.
- D. The Company shall not be liable for any act or omission of any other carrier participating in the service, nor shall the Company for its own act or omission, hold liable any other carrier participating in the provision of service.
- E. MTA-LD does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment.

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2. RULES AND REGULATIONS (CONT.)

- 2.3 Priority Of Services And Limitation Of Liability (Cont.)
- F. The customer indemnifies and holds MTA-LD harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made instituted or asserted by the customer or by any person or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property whether directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of MTA-LD's negligence.
- G. MTA-LD is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing of channel facilities or the attachment of instruments, apparatus, and associated wiring furnished by MTA-LD on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of MTA-LD's negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of MTA-LD.
- H. The customer is responsible for taking all necessary legal steps for interconnecting this customer-provided terminal equipment or communication systems with MTA-LD facilities. He shall secure all licenses, permits, rights-of-way, and other arrangement necessary for such interconnection.

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2. RULES AND REGULATIONS (CONT.)

- 2.3 Priority Of Services And Limitation Of Liability (Cont.)
- I. The customer shall insure that his equipment and/or system is properly interfaced with MTA-LD facilities, that the signals emitted into MTA-LD's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the customer and in compliance with the criteria set forth in Section 2.13 following. and that the signals do not damage MTA-LD's 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, MTA-LD will permit such equipment to be connected without the use of protective interface devices. If the customer fails to maintain and operate its equipment and/or system properly, with resulting imminent harm to MTA-LD equipment, personnel, or the quality of service to other customers, MTA-LD may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety MTA-LD may, upon written notice, terminate the customer's service.
- J. The customer is responsible for payment of all charges for services furnished to the customer. Unauthorized use of the subscriber's facilities (for which customer is liable) includes, but is not limited to, the placement of calls from the subscriber's premises, and the placement of calls through subscriber-provided equipment which are transmitted or carried on the MTA-LD network.

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2. <u>RULES AND REGULATIONS (CONT.)</u>

2.4. Use Of Service

A. Resale of Message Telephone Service

- (1) Message Telephone Service is provided for use by the customer and may be resold to others, subject to applicable law.
- (2) Rules, provisions, and requirements set forth in this tariff also apply to customers reselling the service.

B. <u>Unlawful Purpose</u>

The service is furnished subject to the condition that it will not be used for any unlawful purpose.

C. <u>Abuse and Fraudulent Use</u>

The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse includes using MTS in such a way that interferes unreasonably with the use of the service by others.

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2. RULES AND REGULATIONS (CONT.)

2.5 <u>Obligations Of The Customer</u>

A. Identity of Calling Party

In the course of any communication, the identity of the calling party and/or the associated telephone number shall be revealed to the Company as often as may be necessary.

B. <u>Identity of Called Party</u>

The calling party shall be solely responsible for establishing the identity of the person or persons with whom connection is made at the called station or stations.

2.6 <u>Payment Arrangements</u>

A. Establishment Of Credit

The Company is not obligated to furnish telephone service to an individual or firm that owes for services (residential or business) previously rendered at the same or different address, until arrangements have been made to liquidate such previous telephone indebtedness to the Company.

(1) New Applicants

- (a) Applicants for service who have had no previous account with the Company may establish credit by supplying credit references acceptable to the Company. When the credit references are acceptable, no deposit may be required.
- (b) Applicants who are unable to furnish acceptable credit references may be required to make an advance payment or deposit.

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2. <u>RULES AND REGULATIONS (CONT.)</u>

- 2.6 <u>Payment Arrangements (Cont.)</u>
 - (2) Re-Establishment of Credit
 - (a) A customer who fails to pay a bill for service may be required to pay said bill and to re-establish credit by making a deposit.
 - (b) The Company may require an existing customer to make a deposit or increase a deposit if increased usage warrants such action or if the customer's payment record is unsatisfactory.

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Company's requirements as to the prompt payment of bills on presentation nor constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company for service rendered. The Company may discontinue service to any customer failing to pay bills without regard to the fact that such customer has made a deposit with the Company to secure payment of such bills or has furnished the Company with the guarantee in writing of such bills

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2.6 Payment Arrangements (Cont.)

B. Deposit

The Company may, in order to safeguard its interests, require an applicant or customer to make a deposit to be held by the Company as a guarantee of the payment of charges. Such deposit will be the equivalent of up to two months estimated charges for the service provided. At such time as the service is terminated, the amount of the deposit is credited to the customer's account and any credit balance which may remain is refunded within sixty (60) days after discontinuance. At the option of the Company, such a deposit may be refunded or credited to the customer at any time prior to the termination of service. In no event will the Company retain a customer's deposit longer than two years, providing that in the interim the Company has not been forced to disconnect that customer's service for reasons of delinquency in payment of charges, and that the customer has not been delinquent in payment more than once in any 12 consecutive months. Interest on customer deposits in excess of \$100 for recurring monthly service will be paid at the legal rate; alternatively, if the deposit is placed in an interest bearing account, the Company will pay the interest bearing account rate.

C. Rendition of Bills

- (1) Regular bills will be due within 26 days from the invoice date. An additional 15 days will be granted prior to termination of service by the Company.
- (2) Monthly recurring charges and non-recurring charges are billed to the customer monthly in arrears. When, in its opinion, the Company feels that excessive or unusual use of long distance service is occurring, it may demand immediate payment for such service and/or require the customer to increase existing deposits, post a surety bond, or terminate the service.

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2.6. Payment Arrangements (Cont.)

D. Payment for Service

The Customer is responsible for payment of all charges for services furnished the customer, including charges for services originated or charges accepted at the customer's station, local, state and federal taxes. This includes payment for a Message Telecommunication Services (MTS) call or service.

- (1) Originated at the customer's number(s)
- (2) Accepted at the customer's number(s) (e.g., collect calls)
- (3) Billed to the customer's number via third number billing if the customer is found to be responsible for such calls or service
- (4) Use of a calling card, or the use of a Company assigned special billing number, and
- (5) Charges incurred at the specific request of the customer

E. <u>Disputed Bills</u>

In the event of a dispute involving a customer's bill, the customer's service shall not be disconnected for non-payment of that portion of the bill under dispute pending an investigation by the Company. If the Company determines, following such an investigation, that service has been provided the customer pursuant to the Company tariff, the Company has provided the customer with available substantiating information and the dispute remains unresolved, the Company may then disconnect the service. If the dispute is not resolved to the customer's satisfaction, the Company will notify the Commission and will provide the customer with the telephone number and address of the Commission. Upon the Commission's request, telephone service will not be suspended or disconnected because of an amount involved in a complaint which is before the Commission.

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2.6 Payment Arrangements (Cont.)

F. Returned Checks

When a customer's payment check is returned to the Company by the bank on whose account the check was written, a charge will be assessed the customer for costs incurred by the Company. The Company will attempt to make personal contact with the customer by telephone.

G. <u>Finance Charge</u>

A finance charge will be applied to all unpaid amounts carried forward to the second consecutive month's statement.

H. Denial of Service

- (1) Right to Deny Service The right to deny service for cause, as contained in this tariff, may be exercised whenever and as often as the cause occurs. Neither delay or omission on the part of the Company in enforcing this rule at any time will constitute a waiver of the Company's right to enforce this rule at another time as long as legitimate cause exists to deny service.
- (2) <u>Temporary Disconnect</u> Service which has been denied in accordance with the above rules and regulations will be classified by the Company as a temporary disconnect.

2.7. Change In Service Arrangement

When a change in service arrangement involves the continued use by the customer of channels furnished by MTA-LD, installation charges do not apply to the channels continued in use. The minimum service provided for the channels continued in use is determined from the date of the initial acceptance thereof.

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2. RULES AND REGULATIONS (CONT.)

2.8 Restoration Of Services

A. When service has been denied in accordance with these rules and regulations and is temporarily disconnected, it may be restored when the cause of the denial has been corrected

B. Service Restoration Time Frame

When the cause of the denial has been corrected after service has been temporarily disconnected, the service will be restored no later than 24 hours after the Company has confirmed that the cause of the denial has been corrected excepting weekends and designated Company holidays.

- C. When service has been denied or is about to be denied for the reasons listed below, it can be corrected as follows:
 - (1) <u>Non-payment of Delinquent Balance</u> All outstanding charges -- delinquent or billed -- must be paid in full or satisfactory arrangements must be made with the Company to pay the charges.
 - (2) <u>Failure to Establish Credit</u> Applications forms must be completed and signed by the customer and any required deposit must the paid.
 - (3) <u>Violation of Other Tariff Sections</u> The customer must comply with all requirements of the Company's written notice of violation.
 - (4) <u>Extenuating Circumstances</u> Requirements necessary to correct denial of service based on extenuating circumstances will be determined by a Company Supervisor. The customer must comply with those requirements.

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2.9 <u>Inspection</u>

MTA-LD may, upon reasonable notice, make such tests and inspections as may be necessary to determine the requirements of this tariff are being complied within the installation, operation or maintenance of the customer or MTA-LD equipment. MTA-LD may interrupt the service at any time, without penalty to MTA-LD, because of a departure from any of these requirements.

2.10. Cancellation For Cause By MTA-LD

A. Non-payment - Denial and Restoral of Service

Monthly bills shall be considered past due if they are not paid within thirty (30) days of rendering. If payment is not received within forty-five (45) days from the initial bill rendering, a written notice, bringing the matter to the attention of the customer, will be sent to the customer by the Company. If payment is not received within sixty (60) days from the initial bill rendering, the customer may be disconnected. The Company will attempt to make personal contact by telephone prior to disconnection. A Non-Sufficient Funds check is considered evidence of non-payment.

The cutoff dates are illustrated as follows:

- (1) A customer receives a bill with an invoiced dated June 10.
- (2) The customer receives another bill dated July 10. At this point, the June 10 bill is 30 days past due.
- (3) The customer receives a written disconnect notice dated July 25.
- (4) The customer may be disconnected on August 10, if payment is not received.

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2.10. Cancellation For Cause By MTA-LD (Cont.)

B. Customer Abuse or Fraudulent Use

The Company may, by at least 5 days' written notice to the customer, without incurring any liability, forthwith deny or disconnect service because of customer abuse or fraudulent use of service. In case of emergency where the public interest requires immediate action or pursuant to governmental requirements, service may be disconnected without notice. Abuse or fraudulent use of service includes, without specific limitation, the following:

- (1) The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service;
- (2) The obtaining, attempting to obtain, or assisting another to obtain or attempt to obtain, telephone service by rearranging, tampering with, or making connecting with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any fraudulent means whatsoever, with intent to avoid the payment in whole or in part, of the regular charge for such service;
- (3) The use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another;
- (4) The use of profane or obscene language;
- (5) The use of service or facilities of the Company in such a manner as to interfere unreasonably with the use of the service by one or more other customers;
- (6) The excessive increase in volume as determined by the Company; and
- (7) The impersonation of another with fraudulent intent.

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2.11 Testing And Adjusting

Upon reasonable notice, the channels provided by MTA-LD shall be made available to MTA-LD for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance will be granted for the time during which such tests and adjustments are made.

2.12 Terminal Equipment

- A. Terminal equipment, such as teleprinters, handsets or data sets at then premises of the customer and connecting local channels between such premises and the MTA-LD terminals, shall be furnished by and maintained at the expense of the customer, except as otherwise provided.
- B. The characteristics of equipment at either end of the channel shall be such that its connection to the channel complies with the minimum protection criteria set forth below and in the tariffs of other participating carriers, and does not interfere with services furnished to their customers. Additional protective equipment, where required, shall be at the customer's expense.
- C. Where there is connection via customer-provided terminal equipment or communication system to a Message Telecommunications Service or a Wide Area Telephone Service (WATS) service to prevent the interruption or disconnection of a call, or interference with network control signaling, it is necessary that the signal applied by the customer-provided equipment to the interface at no time have energy solely in the 2,450 to 2,750 Hertz band. If signal power is in the 2,450 to 2,750 Hertz band, it must not exceed the power present at the same time in the 800 to 2,450 Hertz band.
- D. Where such customer-provided equipment or communication system applies signals having components in the frequency spectrum below 300 Hertz, excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the limits indicated in .341 and .344 following:

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2. <u>RULES AND REGULATIONS (CONT.)</u>

- 2.12 Terminal Equipment (Cont.)
- (1) The maximum rms (root-mean-square) value, including dc and ac components, of the current per conductor will not exceed 0.35 ampere.
- (2) The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.
- (3) The conductor voltage shall be such that the conductor to ground voltage limit in .342 preceding is not exceeded.
- (4) The total weighed rms voltage within the band from 50 Hertz to 300 Hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products times the square of the rms voltage of the individual frequency components. The weighing factors are as indicated:
 - (a) for frequencies between 50 Hertz and 100 Hertz: a weighing factor of f/210 4
 - (b) for frequencies between 100 Hertz and 300 Hertz: a weighing factor of f3.3/10 6.6
- E. The customer is responsible for all costs, which may include the expenses of customer personnel, electrical power, etc. at his premises in the provision of the service described herein.

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2.13 CONNECTION OF CUSTOMER-PROVIDED EQUIPMENT

A. General Provision

Customer-provided equipment may be used with the facilities furnished by the Company for message telephone service as set forth in (2) through (5) following, provided that such equipment meets the standards necessary to protect the Company's communications network against harm of a technical nature.

B. <u>Recording of Two-Way Telephone Conversations</u>

Telecommunications services are not represented as adapted to the recording of two-way telephone conversations. However, voice recording equipment which is directly, acoustically or inductively connected, may be connected with telecommunications services subject to the following regulations:

- (1) Recording Requirements The voice recording equipment must be arranged so that it can be connected or disconnected (or switched on or off) at the will of the customer. In addition, one of the following conditions must apply:
 - (a) All parties to the telephone conversation must give their prior consent to the recording of the conversation and the prior consent must be obtained in writing, or be part of, and obtained at the start of, the recording, or
 - (b) A distinctive recorder tone, repeated at intervals of approximately fifteen seconds, is required to alert all parties when the recording equipment is in use. The distinctive recording tone can be provided as part of (1) the recording equipment, or (2) registered or protective circuitry.

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2. RULES AND REGULATIONS (CONT.)

2.13 <u>Connection Of Customer-Provided Equipment (Cont.)</u>

When used by a Federal Communications Commission licensed broadcast station customer for recording of two-way telephone conversation solely for broadcast over the air and at least one of the following requirements are met:

- (c) The licensee informs each party to the call of its intent to broadcast the conversation, or
- (d) Each party to the call is aware of the licensee's intent to broadcast the call; or
- (e) Such awareness of the licensee's intent to broadcast the call may be reasonably imputed to the party.

(2) <u>Exceptions</u>

Exceptions to the foregoing are recording of calls made for patently unlawful purposes, such as bomb threats, kidnap ransom requests and obscene telephone calls. Outgoing calls made in immediate response to such calls are also excepted. Included in this exceptions are:

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2. RULES AND REGULATIONS (CONT.)

2.13 <u>Connection Of Customer-Provided Equipment (Cont.)</u>

- (a) Recordings made by the United States Secret Service of the Department of the Treasury for recording of two-way telephone conversations which concern the safety and security of the person of the President of the United States, members of the immediate family, or the White House and its grounds.
- (b) When recordings are made of incoming calls to the telephone numbers publicized for emergencies involving health or safety of life and property (e.g., emergency situations involving fire, health care, policy, public utilities and emergency road service) and outgoing calls made in immediate response to such calls. Included in these exceptions are:
 - -Recordings made at the United States Department of Defense Command Centers of emergency communications transmitted over the Department of the Defense's private line system when connected to message telephone service or local exchange service, and
 - -Recordings made by the United States Nuclear Regulatory Commission of the Department of Energy with respect to the telephone systems located at its Operations Center for recording of two-way telephone conversations.
 - (c) When recording of calls are made by federal, state or local law enforcement authorities or federal intelligence acting in accordance with the law.
 - (d) When used on local private lines which have no connection with local exchange or message television services.

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2. <u>RULES AND REGULATIONS (CONT.)</u>

2.13 Connection Of Customer-Provided Equipment (Cont.)

(3) Customer-provided voice recording equipment may not be connected with services of the Company for the recording of two-way telephone conversation by means of acoustic or inductive connection except when used as specified in (1) through 2(d) preceding.

C. Data or Facsimile Transmitting and Receiving Equipment

Customer-provided data transmitting and/or receiving equipment including facsimile or telephotograph equipment may be used in connection with message telephone service through a data set provided by the customer or by a local exchange company. Use of such service is available on a two-point basis.

D. Responsibility of Customer

When message telephone service is furnished by the company for use in connection with customer-provided equipment, the operational characteristics of such equipment shall be such as not to interfere with any of the services offered by the Company.

D. Responsibility of Customer (Cont)

Such use is subject to the further provisions that the customer-provided equipment does not endanger the safety of the Company's employees or the public; damage, require change in or alteration of, the equipment or other facilities of the Company; interfere with the proper functioning of such equipment or facilities; impair the operation of the telephone system or otherwise injure the public in its use of the Company's services. Upon notice from the Company that the customer-provided equipment is causing or is likely to cause such hazard to interference, the customer shall make such changes as shall be necessary to remove or prevent such hazard or interference.

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2. <u>RULES AND REGULATIONS (CONT.)</u>

- 2.13 Connection Of Customer-Provided Equipment (Cont.)
- E. Responsibility of the Company
- (a) The Company shall not be responsible for the installation, operation or maintenance of the customer-provided equipment. When such equipment is connected to Company facilities, the responsibility of the Company shall be limited to the furnishing of facilities suitable for message telephone service and to the maintenance and operation of such facilities in a manner proper for such telephone service; subject to this responsibility. The Company shall not be responsible for (a) the transmission of signals generated by the customer-provided equipment or for the quality of, or defects in, such transmission, or (b) the reception of signals by customer-provided equipment.
- (b) The Company shall not be responsible if changes in any of the facilities, operations or procedures of the Company render any customer-provided equipment obsolete or require modification or alteration of such equipment or otherwise affect its use or performance.

2.14 <u>Special Customer Arrangements</u>

In cases where a customer requests special arrangements which may include engineering, installation, construction, facilities, assembly, purchase or lease of facilities, and/or other special services not offered under this tariff, MTA-LD, at its option, will provide the requested services. Appropriate recurring and/or non-recurring charges will be developed accordingly. Such charges will be tariffed on a case by case basis.

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3. <u>SERVICE DESCRIPTION AND RATES</u>

3.1 <u>Message Toll Services Rate Schedules</u>

3.1.1 Rate Calculations

A. Call Duration

For rating purposes, if the actual total duration of a call includes a fraction of a minute, the call duration is rounded up to the next whole minute, except otherwise specified.

B. Applicable Rate Periods

The rate applicable is that rate which is in effect at the calling station when the minute begins. That is, if chargeable time begins during the Evening Rate Period, the Evening rate applies to any minutes occurring during that period. If the call continues into the Night Rate Period, Night rates apply to any additional minutes occurring during that period.

C. Total Charges

If the computed charges include a fraction of a cent, the fraction is rounded up or down to the nearest cent. On a split period call, each period is rounded separately and then added together.

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3.1.3

3.1.2 <u>TIME OF DAY DISCOUNT SCHEDULES</u>

HOLIDAYS

| Day | Monday - Friday | 8 am - | 5 pm |
|-----|-----------------|--------|------|
| | | | |

Night Monday - Friday 11 pm - 8 am

Saturday All Day

Sunday 8 am - 5 pm and 11 pm - 8 am

11 pm - 8 am (C)

For the following holidays, the Evening rate period discount is used unless a lower rate would normally apply:

New Year's Day
Martin Luther King Day*
Washington's Birthday
Memorial Day*

Independence Day
Labor Day
Thanksgiving
Columbus Day*
Christmas

* Applies Federally observed day only

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By: Carolyn K. Hanson General Manager

MTA Communications, LLC 1740 S. Chugach Street Palmer, AK 99645

3.

SERVICE DESCRIPTION AND RATES (CONT.)

3.1 <u>Message Toll Services Rate Schedules (Cont.)</u>

3.1.4 Basic Interstate Rates

BASIC TABLE

Dial station basic rates from Alaska to Lower 48, Hawaii, and Puerto Rico/US Virgin Islands. Apply Time of Day Discount Schedule A, Section 3.1.2.

| | DAY | | EVENING | | <u>NIGHT</u> | |
|----------------|----------------|-------------------|----------------|-------------------|----------------|-------------------|
| | <u>Initial</u> | Additional | <u>Initial</u> | Additional | <u>Initial</u> | Additional |
| <u>Mileage</u> | Minute | <u>Minute</u> | <u>Minute</u> | <u>Minute</u> | <u>Minute</u> | <u>Minute</u> |
| 431-925 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 |
| 926-1910 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 |
| 1911-3000 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 |
| 3001-4250 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 |
| 4251-5750 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 |
| Hawaii | \$0.1200 | \$0.1220 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 |
| PR/US VI | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 |

| CALL TYPE | <u>AVAILABILITY</u> |
|----------------------|---------------------|
| MTA-LD 800 Service | Available |
| Operator Service | Available |
| Directory Assistance | Available |
| International | Available |
| Call International | Available |
| Card Option | Available |

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3.1 <u>Message Toll Services Rate Schedules (Cont.)</u>

3.1.4 Basic and Commercial Interstate Rates (Cont.)

COMMERCIAL TABLE

Dial station commercial rates from Alaska to Lower 48, Hawaii, and Puerto Rico/US Virgin Islands. Apply Time of Day Discount Schedule A, Section 3.1.2.

| | $\underline{\mathbf{DAY}}$ | | EVENING | | <u>NIGHT</u> | |
|----------------|----------------------------|-------------------|----------------|-------------------|----------------|-------------------|
| | <u>Initial</u> | Additional | <u>Initial</u> | Additional | <u>Initial</u> | Additional |
| <u>Mileage</u> | <u>Minute</u> | <u>Minute</u> | <u>Minute</u> | <u>Minute</u> | <u>Minute</u> | <u>Minute</u> |
| 431-925 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 |
| 926-1910 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 |
| 1911-3000 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 |
| 3001-4250 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 |
| 4251-5750 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 |
| Hawaii | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 |
| PR/US VI | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 |

| CALL TYPE | AVAILABILITY |
|----------------------|--------------|
| | |
| MTA-LD 800 Service | Available |
| Operator Service | Available |
| Directory Assistance | Available |
| International | Available |
| Call International | Available |
| Card Option | Available |

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3.1 Message Toll Services Rate Schedules (Cont.)

3.1.5 800 Service

A. Apply Time of Day Discount Schedule A, at Section 3.1.2. Rates from lower 48, Hawaii, Puerto Rico/US Virgin Islands and Canada to Alaska.

Description:

800 Service that allows a single 800 Service telephone number for calls originating in Alaska, the Lower 48, Hawaii, Puerto Rico/US Virgin Islands and Canada. The customer may retain the same 800 Service telephone number when a change is made in call coverage.

B. Lower 48 Originated Rates:

| DAY | EVENING | NIGHT |
|----------|---|---|
| Per Min | Per Min | Per Min |
| \$0.1200 | \$0.1200 | \$0.1200 |
| \$0.1200 | \$0.1200 | \$0.1200 |
| \$0.1200 | \$0.1200 | \$0.1200 |
| \$0.1200 | \$0.1200 | \$0.1200 |
| \$0.1200 | \$0.1200 | \$0.1200 |
| | Per Min \$0.1200 \$0.1200 \$0.1200 \$0.1200 | Per Min Per Min \$0.1200 \$0.1200 \$0.1200 \$0.1200 \$0.1200 \$0.1200 \$0.1200 \$0.1200 |

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3.1 Message Toll Services Rate Schedules (Cont.)

3.1.5 <u>800 Service (Cont.)</u>

C. Hawaii Originated Rates:

| | DAY | EVENING | NIGHT |
|----------------|----------|----------------|----------|
| <u>Mileage</u> | Per Min | Per Min | Per Min |
| All | \$0.1200 | \$0.1200 | \$0.1200 |

D. Puerto Rico/U.S. Virgin Islands Originated Rates:

| | DAY | EVENING | NIGHT |
|----------------|----------|----------|----------|
| <u>Mileage</u> | Per Min | Per Min | Per Min |
| All | \$0.1200 | \$0.1200 | \$0.1200 |

E. Canada Originated Rates:

| Calling Area | Day Per Min | Evening Per Min | Night Per Min |
|--------------|-------------|-----------------|---------------|
| West | \$0.1200 | \$0.1200 | \$0.1200 |
| Central | \$0.1200 | \$0.1200 | \$0.1200 |
| East | \$0.1200 | \$0.1200 | \$0.1200 |

Canadian Calling Area Exchanges

West 204, 306, 403 and 604 Central 416, 519, 705, 807 and 905

East 418, 506, 514, 613, 709, 819 and 902

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3 <u>SERVICE DESCRIPTION AND RATES (CONT.)</u>

3.1 Message Toll Services Rate Schedules (Cont.)

3.1.5 <u>800 Service (Cont.)</u>

F. Non-Recurring and Monthly Charges:

| Call Coverage Area | <u>Installation</u> | Changes | <u>Monthly</u> | |
|--------------------------------------|---------------------|--------------------|--------------------|---|
| Lower 49 Only Alaska and Lower 49 | \$20.00 \$20.00 | \$20.00 \$20.00 | \$10.00 \$10.00 | R |
| Alaska aliq Lowel 49 | \$20.00 | \$20.00 | \$10.00 | R |
| Canada Only | \$20.00 | \$20.00 | \$10.00 | R |
| Canada and Alaska | \$20.00 | \$20.00 | \$10.00 | R |
| Lower 49 and Canada | \$20.00 | \$20.00 | \$10.00 | R |
| Alaska, Lower 49 & Canada | \$20.00 | \$20.00 | \$10.00 | R |

800 Numbers switched from other carriers will not be charged the installation of change charges.

Service Order Fee Per change in the Call Coverage Area

\$20.00

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3.1. Message Toll Services Rate Schedules (Cont.)

3.1.5 800 Service (Cont.)

G. Customer Call Coverage

Customers may subscribe to the basic service which includes calls originating in all the area codes/exchanges or to select area codes/exchanges. Calls from points outside the selected service areas will be blocked.

| | Changes in | Monthly | |
|-------------------------|---------------------|--------------|-----------|
| | <u>Installation</u> | Calling Area | Recurring |
| Initial setup or change | | | |
| in calling area | \$0 | \$20 | N/A |

3.1.6 Interstate Operator Rates

| | $\underline{\mathrm{DAY}}$ | | EVEN | <u>EVENING</u> | | <u>NIGHT</u> | |
|-----------|----------------------------|------------|-------------|----------------|----------|--------------|--|
| | Initial | Additional | Initial | Additional | Initial | Additional | |
| | Minute | Minute | Minute | Minute | Minute | Minute | |
| Mileage | | | | | | | |
| 431925 | \$0.3875 | \$0.3875 | \$0.2750 | \$0.2750 | \$0.2312 | \$0.2312 | |
| 926-1910 | \$0.3875 | \$0.3875 | \$0.2987 | \$0.2987 | \$0.2437 | \$0.2437 | |
| 1911-3000 | \$0.3987 | \$0.3987 | \$0.3112 | \$0.3112 | \$0.2562 | \$0.2562 | |
| 3001-4250 | \$0.4125 | \$0.4125 | \$0.3112 | \$0.3112 | \$0.2562 | \$0.2562 | |
| 4251-5750 | \$0.4437 | \$0.4437 | \$0.3175 | \$0.3175 | \$0.2687 | \$0.2687 | |
| Hawaii | \$0.3525 | \$0.3525 | \$0.2360 | \$0.2360 | \$0.1832 | \$0.1832 | |
| PR/USVI | \$0.6500 | \$0.6500 | \$0.4312 | \$0.4312 | \$0.3375 | \$0.3375 | |

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> By: Carolyn K. Hanson General Manager MTA Communications, LLC

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3.1 Message Toll Services Rate Schedules (Cont.)

3.1.6.1 Directory Assistance Charge

A Directory Assistance charge of \$1.99 will be applied to all calls made from any MTA origination point to Directory Assistance.

3.1.7 <u>Interstate Calling Card Rates - Alaska Originated</u>

Rates for calls between Alaska and the Lower 48 states, Hawaii, Puerto Rico and the US Virgin Islands.

| | DAY | | <u>EVENING</u> | | <u>NIGHT</u> | |
|-----------|----------|------------|----------------|------------|--------------|------------|
| | Initial | Additional | Initial | Additional | Initial | Additional |
| | Minute | Minute | Minute | Minute | Minute | Minute |
| Mileage | | | | | | |
| 431-925 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 |
| 926-1910 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 |
| 1911-3000 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 |
| 3001-4250 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 |
| 4251-5750 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 |
| Hawaii | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 |
| PR/USVI | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 |

Issued: January 2, 2003 Effective: August 1, 2011

TARIFF F.C.C. NO. 2 1st Revised Page 47.1 Cancels Original Page 47.1

3. SERVICE DESCRIPTION AND RATES (CONT.)

3.1 Message Toll Services Rate Schedules (Cont.)

3.1.8 <u>Service Charges</u>

| Customer Dialed Calling Card, Station | \$0.50 |
|---------------------------------------|--------|
| Operator, Station Coin | \$0.50 |
| Operator, Station | \$1.55 |
| Operator, Person-to-Person | \$3.00 |

Issued: Effective: August 1, 2011

3.2 Promotions

3.2.1 <u>Long Distance Certificates</u>

MTA Long Distance, Inc. will offer long distance certificates or bill credits to residential and business customers from time to time at various locations including but not limited to trade shows, fairs, exhibits, in conjunction with promotions designed to encourage customers to change their intrastate PIC (Primary Interexchange Carrier) to MTA-LD and also in certain billing complaint situations. These will be offered free of charge and will not have a value greater than \$50.

3.2.2 <u>Carrier Switch Fee</u>

From time to time, MTA-LD will waive the switch fee assessed by the LEC when the customer selects MTA-LD as their Primary Interexchange Carrier (PIC).

Issued: November 30, 2001 Effective: August 1, 2011

TARIFF F.C.C. NO. 2 3rd Revised Page 48.1 Cancels 2nd Revised Page 48.1

3. <u>SERVICE DESCRIPTION AND RATES (CONT.)</u>

3.2 <u>Promotions</u>

(Reserved for future use)

D

| D

Issued: November 30, 2001 Effective: August 1, 2011

3.3 Optional Calling Plans

3.3.1 Residential Customers

Residential customers may select from one of the following MTA-LD rate plans in lieu of Basic and Commercial Interstate Rates in 3.1.4. The rates listed in 3.3.1 apply to 1+, Dial Station Calls, Calling Card Calls, and 800/888/877/866 Service Calls. The plans do not include Operator Service or Directory Assistance calls. Unless otherwise specified only one calling plan is allowed per main billed account.

A. Straight Talk

Specific Rates

Customers will receive a \$0.12 per minute flat rate.

Customers choosing 800/888/877/866 Service will receive a \$0.12 per minute flat rate and a monthly recurring charge of \$10.00 per month.

Customers choosing this plan will receive a direct dialed Calling Card rate of \$0.12 per minute and a \$0.30 surcharge.

B. Quarterback Savings

Specific Rates

Customers will receive a flat rate of \$0.12 per minute for direct dial calls. Customers choosing this plan prior to July 31, 2011 will receive a direct-dialed calling card rate or \$0.12 per minute and a \$0.30 per call surcharge.

THE QUARTERBACK PLAN IS NO LONGER AVAILABLE TO NEW CUSTOMERS EFFECTIVE AUGUST 1, 2011.

Issued: Effective: August 1, 2011

3.3 Optional Calling Plans

3.3.1 Residential Customers (Cont.)

C. 10 Plus Plan

Specific Rates

Residential customers will receive a \$0.10 per minute flat rate with a monthly service fee of \$4.99.

Residential customers choosing 800/888/877/866 Service will receive a \$0.12 per minute flat rate and a monthly recurring charge of \$10.00 per month.

Residential customers choosing this plan will receive a direct dialed Calling Card rate of \$0.12 per minute and a \$0.30 surcharge.

D. Terms and Conditions

In order to qualify for the <u>Straight Talk</u>, <u>Quarterback Savings</u> or the <u>10 Plus Plan</u>, a customer must be presubscribed to MTA-LD as their Primary Interexchange Carrier (PIC).

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TARIFF F.C.C. NO. 2
4th Revised Page 50
Cancels 3rd Revised Page 50

| 3. SERVICE DESC | RIPTION AND | RATES | (CONT.) |
|-----------------|-------------|--------------|---------|
|-----------------|-------------|--------------|---------|

| 3.3 | Optional Calling Plans |
|-----|------------------------|
| J.J | Optional Caning Flans |

Reserve for future use

D

L

L – Material moved to Sheet 49.1

Issued: Effective: August 1, 2011

3. <u>SERVICE DESCRIPTION AND RATES (CONT.)</u>

3.3 Optional Calling Plans

3.3.1 Residential Customers (continued)

E. Ten Plus Waiver

Specific Rates

Residential customers will receive a \$0.10 per minute flat rate for Direct dial calls.

Residential customers choosing 800/888/877/866 Service will receive a \$0.12 per minute flat rate and a monthly recurring charge of \$10.00 per month.

Residential customers choosing this plan will receive a direct dialed Calling Card rate of \$0.12 per minute and a \$0.30 surcharge per call.

Terms & Conditions

In order to qualify for this plan, a customer must be presubscribed to MTA-LD as their Primary Interexchange Carrier (PIC), and have cellular service with MTA Wireless, or dial-up or high-speed (DSL) Internet with MTA Communications, or DTV with MTA Communications.

Issued: September 1, 2009 Effective: August 1, 2011

TARIFF F.C.C. NO. 2 2nd Revised Page 51.1 Cancels 1st Revised Page 51.1

3. <u>SERVICE DESCRIPTION AND RATES (CONT.)</u>

3.3 Optional Calling Plans

L

Documentation on this page was moved to 3rd Revised Page 51.

Issued: November 30, 2002 Effective: August 1, 2011

3.3 Optional Calling Plans

3.3.1 Residential Customers (continued)

F. 8 Plus Waiver

Specific Rates

Residential customers will receive a \$0.08 per minute flat rate for direct dial calls.

Residential customers choosing 800/888/877/866 Service will receive a \$0.12 per minute flat rate and a monthly recurring charge of \$10.00 per month.

Residential customers choosing this plan will receive a direct dialed Calling Card rate of \$0.12 per minute and a \$0.30 surcharge per call.

Terms & Conditions

In order to qualify for this plan, a customer must be presubscribed to MTA-LD as their Primary Interexchange Carrier (PIC), and have cellular service with MTA Wireless, and dial-up or high-speed (DSL) internet with MTA Solutions.

Issued: Effective: August 1, 2011

3.3 Optional Calling Plans

3.3.1 <u>Residential Customers</u> (continued)

G. All Blue

Specific Rates

Residential customers will receive 50 free minutes per month, each additional will be billed a flat rate of \$0.06 per minute for direct dial calls.

Residential customers choosing 800/888/877/866 Service will receive a \$0.12 per minute flat rate and a monthly recurring charge of \$10.00 per month

Residential customers choosing this plan will receive a direct dialed Calling Card rate of \$0.12 per minute and a \$0.30 surcharge per call.

Terms & Conditions

In order to qualify for this plan, a customer must be presubscribed to MTA-LD as their Primary Interexchange Carrier (PIC), and have residential basic service with MTA, high speed internet (DSL), and digital television (DTV) with MTA Communications, Inc.

Quarterback Savings

Customers will receive a flat rate of \$0.14 per minute for direct dial calls. Customers choosing this plan prior to July 31, 2011 will receive a direct-dialed calling card rate or \$0.14 per minute and a \$0.30 per call surcharge.

THE QUARTERBACK PLAN IS NO LONGER AVAILABLE TO NEW CUSTOMERS EFFECTIVE AUGUST 1, 2011.

Issued: Effective: August 1, 2011

3.3 Optional Calling Plans

3.3.1 <u>Residential Customers</u> (continued)

H. Royal Blue

Specific Rates

Residential customers will receive 100 free minutes per month, each additional will be billed a flat rate of \$0.06 per minute for direct dial calls.

Residential customers choosing 800/888/877/866 Service will receive a \$0.12 per minute flat rate and a monthly recurring charge of \$10.00 per month.

Residential customers choosing this plan will receive a direct dialed Calling Card rate of \$0.12 per minute and a \$0.30 surcharge per call.

Terms & Conditions

In order to qualify for this plan, a customer must be presubscribed to MTA-LD as their Primary Interexchange Carrier (PIC), and have the residential Lite Blue package with MTA, and at least two of the following products, cellular service with MTA Wireless, high speed internet (DSL), and/or digital television (DTV) with MTA Communications, Inc.

Issued: Effective: August 1, 2011

3.3 Optional Calling Plans

3.3.1 Residential Customers (continued)

I. Royal Blue Additional

Specific Rates

Residential customers will receive a flat rate of \$0.06 per minute for direct dial calls.

Residential customers choosing 800/888/877/866 Service will receive a \$0.12 per minute flat rate and a monthly recurring charge of \$10.00 per month.

Residential customers choosing this plan will receive a direct dialed Calling Card rate of \$0.12 per minute and a \$0.30 surcharge per call.

Terms & Conditions

In order to qualify for this plan, a customer must meet the same terms and conditions that apply for our Royal Blue plan. The rates for Royal Blue Additional would apply to any additional phone line the subscriber may have.

Issued: Effective: August 1, 2011

3.3 Optional Calling Plans

3.3.1 Residential Customers (continued)

J. Talk Unlimited Plan

Customers will receive unlimited intrastate and interstate calling for a flat fee of \$19.99 per month.

This plan is a bundled service which includes unlimited intrastate and interstate long distance calling (\$6.79) and residential local service (\$13.20).

This plan does not include calling card access, 800# service, operator service, operator service, or directory assistance.

Terms & Conditions

The total Talk Unlimited rate of \$19.99 does not include other applicable taxes, fees, and surcharges.

The full monthly recurring fee applies for any partial months of service.

A customer enrolling in the Talk Unlimited Plan must purchase each element of the bundle and may not purchase the local and long distance elements separately.

Issued: Effective: August 1, 2011

3.3 Optional Calling Plans

3.3.1 Residential Customers (continued)

J. <u>Talk Unlimited Plan</u> (Continued)

<u>Terms and Conditions</u> (Continued)

The Talk Unlimited Plan provides unlimited minutes of direct dialed station (1+) interstate and intrastate long distance calls for residential voice service only. If it is determined that usage is not consistent with residential voice applications, such as Internet Access services, commercial facsimile or auto-dialing, call forwarding, three-way calling, resale, telemarketing, or other non-residential uses, MTA Long Distance may immediately suspend, restrict or cancel the Customer's service without prior notice.

In order to qualify for these plans and promotions, a customer must be presubscribed to MTA Long Distance as their Primary Interexchange Carrier (PIC).

Issued: Effective: August 1, 2011

3.3 Optional Calling Plans

3.3.2 Business Customers

Business customers may select from one of the following MTA-LD rate plans in lieu of Basic and Commercial Interstate Rates in 3.1.4. The rates listed in 3.3.2 apply to 1+, Dial Station Calls, Calling Card Calls, and 800/888 Service Calls. This plan does not include Operator Service or Directory Assistance calls. Unless otherwise specified only one calling plan is allowed per main billed account.

A. Straight Talk

Customers will receive a \$0.14 per minute flat rate.

Customers choosing 800/888 Service will receive a \$0.14 per minute flat rate and a monthly recurring charge of \$10.00 per month.

Customers choosing this plan will receive a direct dialed Calling Card rate of \$0.14 per minute and a \$0.30 surcharge.

B. Quarterback Savings

Customers will receive a flat rate of \$0.14 per minute for direct dial calls. Customers choosing this plan prior to July 31, 2011 will receive a direct-dialed calling card rate of \$0.14 per minute and a \$0.30 per call surcharge.

THE QUARTERBACK PLAN IS NO LONGER AVAILABLE TO NEW CUSTOMERS EFFECTIVE AUGUST 1, 2011.

Issued: Effective: August 1, 2011

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3. SERVICE DESCRIPTION AND RATES (CONT.)

3.3 Optional Calling Plans

3.3.2 Business Customers (continued)

C. <u>Terms & Conditions</u>

Τ

In order to qualify for the <u>Straight Talk</u> or <u>Quarterback Savings plan</u>, a customer must be presubscribed to MTA-LD as their Primary Interexchange Carrier (PIC).

Issued: Effective: August 1, 2011

3.3 Optional Calling Plans

3.3.2 Business Customers (Cont.)

D. Business 10/14 Plan

Business customers will receive a \$0.10 per minute flat rate with a \$5.95 monthly service charge.

Business customers choosing 800/888/877/866 Service will receive a \$0.14 per minute flat rate and a monthly recurring charge of \$10.00 per month.

Business customers choosing this plan will receive a direct dialed Calling Card rate of \$0.14 per minute and a \$0.30 surcharge.

Terms & Conditions

In order to qualify for this plan, a business customer must be presubscribed to MTA-LD as their Primary Interexchange Carrier (PIC) for a term of no less than one year. If customer disconnects service or changes PICs within the first year, the \$5.95 monthly service fee will be billed for the remaining months left in this commitment.

Issued: Effective Date: August 1, 2011

3.3 Optional Calling Plans

3.3.2 <u>Business Customers (Cont.)</u>

E. Business 10/14 Plan Waiver

Business customers will receive a \$0.10 per minute flat rate for direct dial calls.

Business customers choosing 800/888/877/866 Service will receive a \$0.14 per minute flat rate and a monthly recurring charge of \$10.00 per month.

Business customers choosing this plan will receive a direct dialed Calling Card rate of \$0.14 per minute and a \$0.30 surcharge.

Terms & Conditions

In order to qualify for this plan, a business customer must be presubscribed to MTA-LD as their Primary Interexchange Carrier (PIC) for a term of no less than one year, and have cellular service with MTA Wireless, and dial-up or high-speed (DSL) internet with MTA Solutions. If customer disconnects one of these services or changes PICs within the first year, the \$5.95 monthly service fee will be billed for the remaining months left in this commitment.

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