

**OTZ TELECOMMUNICATIONS, INC.**

**Tariff F.C.C. No. 2  
1st Revised TITLE PAGE  
Replaces ORIGINAL TITLE PAGE**

**INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE**

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**REGULATIONS AND SCHEDULE OF CHARGES**

**APPLICABLE TO**

**INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE**

**FURNISHED BY**

**OTZ TELECOMMUNICATIONS, INC.**

**BETWEEN AND AMONG DOMESTIC POINTS WITHIN THE UNITED STATES**

**OTZ TELECOMMUNICATIONS, INC.** is an interexchange carrier and declares all services contained in this tariff to be competitive.

Service is provided by means of wire, radio, terrestrial, or satellite facilities or any combination thereof, as specified herein.

Original tariff effective April 28, 1998.T

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Issued: June 8, 1999

Effective: June 9, 1999

Doug Neal, Chief Executive Officer  
346 Tundra Way; Kotzebue, Alaska 99752

**INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE**

**CHECK SHEET**

The title page and pages 1 through 39 inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

EXPLANATION OF SYMBOLS

- (C) - To signify changed regulation
- (D) - To signify discontinued rate or regulation
- (I) - To signify increase
- (M) - To signify matter relocated without change
- (N) - To signify new rate or regulation
- (R) - To signify 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

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

1. General

1.1 Application of Tariff

1.1.A. This tariff contains the regulations and rates applicable to the provision of Interstate Message Telecommunications Service, hereinafter referred to as "Service", by OTZ Telecommunications, Inc. hereafter referred to as the "Company", from its points of presence in the State of Alaska to interstate points, as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

1.1.B. The provision of such Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

1.2 Definitions

Certain terms used throughout this Tariff are defined as follows:

1.2.A. Application for Service

A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the Service as required.

1.2.B. Authorization Code

A numerical code, one or more of which may be assigned to a Customer to enable the Company to identify the origin of the user or individual users or groups of users on one account so that the Company may rate and bill the call.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

1. General

1.2 Definitions (Continued)

1.2.C. Commission

The Federal Communications Commission or FCC.

1.2.D. Company

OTZ Telecommunications, Inc., unless the context indicates otherwise.

1.2.E. Customer

Any individual, partnership, association, trust, corporation, cooperative or governmental agency or other entity which utilizes the Services provided by the Company on a subscription basis. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Tariff.

1.2.F. Customer Provided Equipment

Terminal equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

1.2.G. Dialed Access

An arrangement whereby a Customer uses the public switched network facilities of a local exchange telephone company to access the terminal of the Company.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

1. General

1.2 Definitions (Continued)

1.2.H. Interstate Message Telecommunications Service (IMTS)

The term "Interstate Message Telecommunications Service" denotes the furnishing of station-to-station direct dial Interstate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's points of presence to other points as specified herein.

1.2.I. Local Exchange Carrier (LEC)

A telephone company which furnishes local exchange services.

1.2.J. Measured Usage Charge

A charge assessed on a per-minute basis in calculating all or a portion of the charges due for a completed call over the Company's facilities.

1.2.K. Other Common Carrier

The term "Other Common Carrier" denotes a common carrier, other than the Company, providing interstate communications service to the public.

1.2.L. Premises

The space designated by a Customer as its place or places of business for provision of Service or for its own communications needs.

1.2.M. Service

The offerings by the Company to the Customer under this Tariff.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations**

2.1 Undertaking of the Company

2.1.A. Scope

The Company is a carrier providing interstate communications services to Customers for their direct transmission of voice, data and other types of telecommunications within the United States to interstate points as described in this Tariff. The Company shall provide Service in accordance with this Tariff.

2.1.B. Limitations

1. The services provided pursuant to this Tariff are offered subject to the availability of facilities and the other provisions of this Tariff.
2. The Company does not undertake to transmit communications or messages, but rather furnishes facilities, Service and equipment for such transmissions by the Customer.
3. The Company retains the right to deny Service to any Customer which fails to comply with the rules and regulations of this Tariff, or other applicable rules, regulations or laws.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations (Continued)**

2.2 Obligations of the Customer

- 2.2.A. All Customers assume general responsibilities in connection with the provision and use of the Company's Service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.
- 2.2.B. The Customer is responsible for the payment of all charges for any and all Services or facilities provided by the Company to the Customer.
- 2.2.C. Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.
- 2.2.D. The Company reserves the right to discontinue the use of any code provided to the Customer and to substitute another code for such Customer's use.
- 2.2.E. The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations**

2.2 Obligations of the Customer (Continued)

- 2.2.F. Nothing contained herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.
- 2.2.G. The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer as may be determined by a court having jurisdiction over the parties. After receipt of payment for the damages, the Company will cooperate with the Customer in prosecuting a claim against any third party causing the damage.
- 2.2.H. The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for telecommunications services and/or facilities connecting the Customer and the Company.
- 2.2.I. In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of this Tariff against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations**

2.2 Obligations of the Customer (Continued)

2.2.J. The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:

2.2.J.1. Using the Service for any purpose which is in violation of any law.

2.2.J.2. Obtaining or attempting to obtain Services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.

2.2.J.3. Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.

2.2.J.4. Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.

2.2.J.5. Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

2.2.K. The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68, and for all maintenance of such equipment and/or facilities.

**2. Rules and Regulations (Continued)**

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Issued: April 27, 1998

Effective: April 28, 1998

Doug Neal, Chief Executive Officer  
346 Tundra Way; Kotzebue, Alaska 99752

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

2.3. Liabilities of the Company

- 2.3.A. Except as stated in this Section 2.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Tariff.
- 2.3.B. The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under this Tariff applicable to the specific call (or portion thereof) that was affected. The liability of the Company under this Tariff, if any, shall not be limited for willful misconduct.
- 2.3.C. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.
- 2.3.D. The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer Provided Equipment, facilities or services.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations (Continued)**

2.4 Service Orders

The Customer must place an Application for Service with the Company to initiate, cancel or change the Services provided pursuant to this Tariff. All Applications for Services must provide, at a minimum, the following information:

2.4.A. Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.

2.4.B. Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the customer shall be addressed, if different from (A) above.

2.5. Charges and Payment for Service or Facilities

2.5.A. Deposits

2.5.A.1. The Company may, in order to safeguard its interests, require a Customer to make a suitable deposit, supply credit references acceptable to the Company, or provide a surety bond or letter of credit in the amount of the required deposit as a guarantee of the payment of charges. The Company shall have the right to require the Customer to make a deposit prior to or at any time after provision of any Service, not to exceed two (2) months' estimated charges. The Company may increase the amount of the deposit to reflect increases to the Customer's annual bill. The Customer will receive a receipt for the deposit.

2.5.A.2. Any deposit as referred to in this Section shall be held by the Company to secure the payment of the Customer's bill. At the Company's option, the deposit may be refunded or credited to the Customer at any time prior to the termination of Service.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations**

2.5. Charges and Payment for Service or Facilities

2.5.A. Deposits (Continued)

2.5.A.3. Interest will be paid by the Company on deposits in accordance with the rules specified for such deposits by the Alaska Public Utilities Commission.

2.5.A.4. The fact that a deposit is made does not relieve the Customer from making advance payments or from complying with the Company's regulations for the payment of bills in accordance with the terms herein and does not constitute a waiver or modification of the regulations of the Company providing for the discontinuance of Service for nonpayment of any sums due the Company for Service rendered.

2.5.A.5. Upon termination of Service, and assuming deposits of the Customer are not applied as indicated in Section 2.5.A.2., the deposit will be credited to the Customer's account and any credit balance will be refunded after all amounts due the Company have been paid.

2.5.B. Description of Payment and Billing Periods

2.5.B.1. Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer on not less than three (3) working days' notice or the notice period specified in the contract between the Company and the Customer for the Service, if such contract is present, whichever is greater.

2.5.B.2. When billing functions are performed by a Local Exchange Carrier (LEC), commercial credit card company or others, the payment conditions and requirements of such third parties apply, including any applicable interest.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations**

2.5. Charges and Payment for Service or Facilities

2.5.B. Description of Payment and Billing Periods (Continued)

2.5.B.3. In the event a Local Exchange Carrier commercial credit card company or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own billing and collection procedures which shall be consistent with all applicable statutes, rules and regulations.

2.5.C. Taxes, Gross Revenue, Gross Income, and Gross Earnings Surcharges

2.5.C.1. Sales tax is covered by state statute and other applicable taxes may be covered by state or federal statutes. Such taxes may be included on Customer bills in accordance with any applicable rules of the state or federal regulatory authority.

2.5.C.2. In addition to all recurring, non-recurring, minimum, usage, surcharges or special charges, the Customer identified in this Tariff shall also be responsible for and shall pay all applicable federal, state and local taxes or surcharges, including sales, use, excise, gross earnings, utility franchise fees, and gross income taxes. All such taxes shall be separately shown and charged on bills rendered by the Company or its billing agent. Sales and use taxes shall be applied to all charges and shall also be applied to all applicable gross earnings, gross revenue and gross income taxes.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations

2.5. Charges and Payment for Service or Facilities (Continued)

2.5.D. Payment and Late Payment Charge

2.5.D.1. Payment will be due upon receipt and considered past due if not paid within thirty (30 days). Commencing forty-five (45) days after rendition of the bill, a late payment charge of ten dollars (\$10) will be assessed on all delinquent accounts. The Company reserves the right to charge a late fee on all amounts past due based on ten and one half percent (10-1/2%) annual percentage rate (prorated) or the highest rate allowable by law.

2.5.D.2. Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.

2.5.D.3. Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.D.1. Restoration of Service will be subject to all applicable installation charges.

2.5.E. Returned Check Charge

Customers whose payment by check is returned for insufficient funds, or is otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed.

Per Occasion .....Actual Cost

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations**

2.5. Charges and Payment for Service or Facilities (Continued)

2.5.F. Suspension or Termination for Nonpayment

In the event of nonpayment of any bill rendered or any required deposit, the Company may, after written notice, suspend Service to the Customer.

2.5.G. Credit Allowances/Service Interruptions

2.5.G.1. Credit for failure of Service or equipment will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.

2.5.G.2. Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.

2.5.G.3. The Customer shall notify the Company of failures of Service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.

2.5.G.4. Only those portions of the Service or equipment operation disabled will be credited.

2.5.G.5. Any credit provided to the Customer under this Tariff shall be determined in accordance with the provisions of Section 2.5.H.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations

2.5. Charges and Payment for Service or Facilities (Continued)

2.5.H. Service Interruption Measurement

2.5.H.1. In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all Service charges billed by the Company for Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.

A period of time less than twenty-four (24) hours shall not be credited, but an additional period of twelve (12) hours or more shall be considered an additional day. In no case shall the credit exceed the total monthly charges. No adjustments will be made by accumulating periods of noncontinuous interruptions, and no other liability shall attach to the Company in consideration of such interruption to Service.

2.5.H.2. A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations (Continued)**

2.6 Termination or Denial of Service by the Company

2.6.A. The Company may, immediately and without notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend Service to any Customer:

2.6.A.1. In the event such Customer or its agent: (a) willfully damages the Company equipment, interferes with use of the Company's Service by other Customers of the Company; (b) unreasonably places capacity demands upon the Company's facilities or Service; or (c) violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (d) otherwise fails to comply with the provisions of this Tariff or applicable law; or

2.6.A.2. In the event a Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or

2.6.A.3. In the event that the Company determines that any Service is being used fraudulently or illegally, whether by a Customer or its agent.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations (Continued)**

2.7 Special Services

2.7.A. General

For the purpose of this Tariff, a Special Service is deemed to be any Service requested by the Customer and provided by the Company for which there is no prescribed rate in this Tariff. Special Services charges will be developed on an individual case basis (ICB) and may be established by contract between the Company and the Customer. Such contract or ICB rates will be filed with the Commission for its approval if required by applicable rules and regulations.

2.7.B. When Applicable

Special Services rates apply in the following circumstances:

- 2.7.B.1 If at the request of the Customer, the Company obtains facilities not normally used by the Company to provide Service to its Customer;
- 2.7.B.2 If at the request of the Customer, the Company provides technical assistance not normally required to provide Service;
- 2.7.B.3. Where special signaling, conditioning, equipment, or other features are required to make Customer Provided Equipment compatible with the Company's Service;
- 2.7.B.4. When, at the specific request of the Customer, installation by the Company or its agent and/or routine maintenance is performed outside of the regular business hours.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations**

2.7 Special Services

2.7.B. When Applicable (Continued)

2.7.B.5. If installation and/or routine maintenance is extended beyond normal business hours at the request of the Customer and these circumstances are not the fault of the Company, Special Service charges may apply. Such circumstances include, but are not limited to, stand-by in excess of one-hour, weekend, holiday or night time cut-over, and additional installation testing in excess of the normal testing required to provide Service.

2.8 Special Pricing Arrangements

Customized Service packages and competitive pricing arrangements at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers for proposals or for competitive bids. Special Pricing Arrangements offered under this Tariff will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Such contracts will be filed with the Commission for approval if required by applicable rule or regulation.

2.9 Special Construction

All rates and charges quoted in this Tariff provide for the furnishing of a Service when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. When the revenue to be derived from the Service does not warrant the Company assuming the unusual costs of providing the necessary construction, the Customer may be required to pay all or a portion of such costs and to contract for the service for a sufficient period to warrant the construction, depending upon the circumstances in each case. The Company's charges for such special construction shall follow the same guidelines for establishing charges for Special Services as described in Section 2.8 of this Tariff.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations (Continued)**

2.10. Inspection, Testing and Adjustments

2.10.A. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation or maintenance of the Customer's or the Company's equipment or connecting facilities. The Company may interrupt Service at any time, without penalty or liability to itself, where necessary to prevent improper use of Service, equipment, facilities, or connections.

2.10.B. Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for its maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length.

2.11 RESERVED FOR FUTURE USE.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**3. General Classification and Description of the Company's Service**

3.1 Service Points

3.1.A. Except as provided herein, the Company provides originating Service from domestic points in the United States for Customers of the Company in the exchanges of Alaska, to interstate points identified in this Tariff.

3.1.B. The Company shall not provide originating Service for the following types of calls:

- Third Party (if Third Party is not a domestic number); and
- Non-dialable points (where call completion requires an inward operator).

3.2 Measurements

3.2.A. Availability of Service

The Service is available at the rates listed in Section 4, through subscription to any of the Interstate Message Telecommunications Service offerings available from the Company. Each of these offerings utilize the same rate schedules but have different rates and billing increments for each of the rate schedules.

3.2.B. RESERVED FOR FUTURE USE.

## INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**3. General Classification and Description of the Company's Service (Continued)****3.3 Timing of Calls**

- 3.3.A. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration is sixty (60) seconds, unless otherwise specified.
- 3.3.B. The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," *i.e.*, upon the seizure of an inbound trunk.
- 3.3.C. The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.
- 3.3.D. There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls which are in progress longer than forty-five (45) seconds will be presumed to have been answered and will be billed.
- 3.3.E. IMTS service rates are quoted in terms of initial and additional periods. The initial period is the first sixty (60) seconds or any fraction thereof after connection is made. The additional period is each sixty (60) seconds or any fraction thereof after the initial period.
- 3.3.F. For rating purposes, if the actual cost of a call includes a fraction of a minute, the call duration is rounded up to the nearest whole minute, except where otherwise specified.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**3. General Classification and Description of the Company's Service (Continued)**

3.4 Time of Day Discount Schedule

|         |          |                      |
|---------|----------|----------------------|
| Day     | M-F      | 8AM-5PM              |
| Evening | M-F      | 5PM-11PM             |
|         | Sunday   | 5PM-11PM             |
| Night   | M-F      | 11PM-8AM             |
|         | Saturday | All Day              |
|         | Sunday   | 8AM-5PM and 11PM-8AM |

3.5 Promotional Discounts

The Company may from time to time offer promotional discounts. Such discounts will be for a specified period of time, will not exceed published rates, and will be offered to all qualifying Customers on a non-discriminatory basis, under any rules prescribed by the Commission.

3.6 Dialed Interstate Message Telecommunications Services

3.6.A. Dialed Interstate Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing interstate communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (equal access) basis. Otherwise, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-XXX" code with Customer security code.

3.6.B. Depending upon the service option chosen by the Customer, the charges for the use of such interstate communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**4. Rates for Interstate Message Telecommunications Service**

Basic interstate rates and services, except for 800/877/888 Service, Calling Card Service, and Prepaid Calling Card Service, for OTZ Telecommunications, Inc. are offered in accordance with Alaska Network Systems, Inc. Tariff F.C.C. No. 2, Section 4.1.D. less 3%, rounded to the nearest penny. 800/877/888, Calling Card and Prepaid Calling Card services are offered in accordance with the rates and terms discussed below. All other services and rates are offered in accordance with Alaska Network Systems, Inc. Tariff F.C.C. No. 2, Section 4.0. (X)

4.1 800/877/888 Service

4.1.A. Description

800/877/888 Service is the provision of dial-type message communications from points in Alaska to one or more Customer 800/877/888 Service access lines. All messages to the access lines are on a receive collect basis without operator assistance and are charged for at rates as set forth below.

Dial-type communications specified above are calls dialed and completed to stations associated with 800/877/888 Service access lines without the assistance of an operator.

4.1.B. Regulations

In addition to the appropriate regulations as specified in the preceding sections of this tariff, the following regulations apply for 800/877/888 Service:

4.1.B.1. 800/877/888 Service is provided on a monthly basis and is available 24 hours per day, seven (7) days per week.

4.1.B.2. The minimum service period is one (1) month.

4.1.B.3. The Company does not transmit messages. However, 800/877/888 Service customers may use 800/877/888 Service for receiving calls from users of 800/877/888 Service.

(x) Filed pursuant to Special Permission No.98-91 of the F.C.C.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**4. Rates for Interstate Message Telecommunications Service**

4.1 800/877/888 Service

4.1.B. Regulations (Continued)

- 4.1.B.4. 800/877/888 Service is not represented as adapted for connection to other services of the Company or to customer-provided equipment or systems.
- 4.1.B.5. 800/877/888 Service is offered subject to the availability of suitable facilities furnished by the Company or by others.
- 4.1.B.6. If a shortage of facilities exists, message telephone service shall take precedence over 800/877/888 Service.
- 4.1.B.7. 800/877/888 Service terminated into answering services or recording devices must be equipped to provide answer supervision and be registered and type accepted pursuant to Part 68 of the Federal Communications Commission (FCC) Rules.
- 4.1.B.8. The customer must obtain an adequate number of 800/877/888 Service local business lines to handle the customer's expected demand in order to prevent interference or impairment of 800/877/888 Service or any other service provided by the Company considering (a) toll call volume; (b) average call duration; (c) time-of-day characteristics; and (d) peak calling period. The Company, without incurring any liability, may disconnect or refuse to furnish 800/877/888 Service to any customer that fails to comply with these conditions. Under these conditions, the customer will be notified as provided in the preceding section of this tariff.
- 4.1.B.9. Call detail will be provided the customer on a monthly basis.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

4. Rates for Interstate Message Telecommunications Service

4.1 800/877/888 Service

4.1.B. Regulations (Continued)

4.1.B.10. It is the customer's responsibility to arrange for a business line or lines from the local exchange carrier providing local service in the exchange where service is desired. For this portion of 800/877/888 Service, the customer shall be responsible for the payment of the local exchange carrier's rates and charges and be subject to that local exchange carrier's tariffed rules and regulations.

4.1.C. Rates and Charges

4.1.C.1. Rates and charges for 800/877/888 Service are as follows:

|                               | <u>Per Minute</u> |
|-------------------------------|-------------------|
| All 800/877/888 Service Calls | \$.25             |

4.1.C.2. Service Charges Per Call

|                               |       |
|-------------------------------|-------|
| All 800/877/888 Service Calls | \$.25 |
|-------------------------------|-------|

4.1.C.3. 800/877/888 Service Establishment Charge

A \$20.00 non-recurring charge applies for each newly established 800/877/888 service telephone number.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**4. Rates for Interstate Message Telecommunications Service (Continued)**

4.2 Calling Card Service

4.2.A. Description

Calling card service is the provision of dial-type message communications that allows customers to originate outbound direct dial calls via a company authorized 14-digit number. The 14 digit number consists of a 10-digit calling card number plus a 4-digit Personal Identification Number (PIN).

There are basically three types of calling card service:

- a. Customer or Operator Dialed Company Calling Card;
- b. Customer or Operator Dialed LEC Calling Card; and,
- c. Customer or Operator Dialed Credit Card.

4.2.B. Regulations

In addition to the appropriate regulations specified in the preceding sections of this tariff, the following regulations apply for calling card service:

4.2.B.1. Customer or Operator Dialed Company Calling Card

This service is available using 950 access or 1-800-950. Customer or Operator Dialed Company Calling Card rates apply when the person originating the call dials a 14-digit company authorization code and the telephone number desired, completes the call with or without the assistance of an operator, and the call is billed to a Company calling card.

4.2.B.2. Customer or Operator Dialed LEC Calling Card

Customer or Operator Dialed LEC Calling Card rates apply when the person originating the call dials the telephone number desired and completes the call with or without the assistance of an operator, and the call is billed to a LEC Calling Card.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

4. Rates for Interstate Message Telecommunications Service

4.2 Calling Card Service

4.2.B. Regulations (Continued)

4.2.B.3. Customer or Operator Dialed Credit Card

Customer or Operator Dialed Credit Card rates apply when the person originating the call dials the telephone number desired and completes the call with or without the assistance of an operator, and the call is billed to a credit card.

4.2.C. Rates and Charges

| 4.2.C.1. | Rate<br><u>Mileage</u> | Initial<br><u>1 Minute</u> | Each<br><u>Additional Minute</u> |
|----------|------------------------|----------------------------|----------------------------------|
|          | All                    | \$.25                      | \$.25                            |

4.2.C.2. Service Charges Per Call

|                             |       |
|-----------------------------|-------|
| Customer Dialed Credit Card | \$.25 |
|-----------------------------|-------|

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**4. Rates for Interstate Message Telecommunications Service (Continued)**

4.3. Prepaid Calling Card Service

4.3.A. Description

Company Prepaid Calling Card Service allows customers to originate outbound direct dial calls via Company-provided 800/877/888 numbers. Company Prepaid Calling Card Service customers may originate and terminate calls at any telephone in Alaska. All Company Prepaid Calling Card Service calls are rounded to the next higher full minute.

4.3.B. Regulations

4.3.B.1. Calls to 700, 800/877/888, 900, 950 and Directory Assistance will not be completed using the Company Prepaid Calling Card.

4.3.B.2. Cards are sold with a face value of 20, 40 and 80 units.

4.3.B.3. Company Prepaid Calling Card balances will be reduced and depleted based upon customer usage. Customers will be given notice one minute before available card balance is depleted. When the balance of available time is depleted, the call will be terminated.

4.3.B.4. Company Prepaid Calling Card Service cards are non-refundable.

4.3.B.5. The Company will provide a credit equal to one minute of service for Company Prepaid Calling Card Service calls that are interrupted or are subject to inadequate transmissions. Credits will not be issued when an interruption or service deficiency is not reported or due to failure of power, equipment or systems not provided by the Company.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

4. Rates for Interstate Message Telecommunications Service

4.3. Prepaid Calling Card Service (Continued)

4.3.C. Rates and Charges

Company Prepaid Calling Card Service cards may be obtained from the Company or others in various unit denominations. At the time of sale, customers may purchase cards with an accumulated value as shown below, inclusive of all taxes. One unit equals one minute (or fraction thereof) of calling; in the case of international calls, several units may equal one minute. Rates are based on units purchased at each sale:

|                         |       |
|-------------------------|-------|
| 20 Units @ \$.25/unit   | \$ 5  |
| 40 Units @ \$.25/unit   | 10    |
| 80 Units @ \$.25/unit   | 20    |
| 200 Units @ \$.25/unit  | 50    |
| Service Charge per call | \$.25 |

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**5. Calling Plans for Interstate Message Telecommunications Service**

5.1 One Simple Rate Plan

Residential customers may select the One Simple Rate Plan in lieu of the Basic Interstate Rates in Section 4. The minimum payment period is one (1) month. Only one (1) calling plan is allowed per main billing account. This plan includes only dial station calls.

Rates apply to all time periods and all days. Rates apply from Alaska to the contiguous 48 states. The per minute cost applies to the initial minute and any fraction thereof, and additional minutes and any fraction thereof.

In order to qualify for this calling plan, the customer must be subscribed to OTZ Long Distance, Inc. for intrastate and interstate long distance telecommunications service.

Rates and Discounts:

- \$0.15 per minute or fraction thereof.
- No monthly recurring charge associated with the residential service.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**5. Calling Plans for Interstate Message Telecommunications Service (Continued)**

5.2 One Simple Rate Plan for Internet Customers

Residential customers may select the One Simple Rate Plan for Internet Customers in lieu of the Basic Interstate Rates in Section 4. The minimum payment period is one (1) month. Only one (1) calling plan is allowed per main billing account. This plan includes only dial station calls.

Rates apply to all time periods and all days. Rates apply from Alaska to the contiguous 48 states. The per minute cost applies to the initial minute and any fraction thereof, and additional minutes and any fraction thereof.

In order to qualify for this calling plan, the customer must be subscribed to OTZ Long Distance, Inc. for intrastate and interstate long distance telecommunications service and to OTZ Telecommunications, Inc. for Internet service. The customer must subscribe to OTZ Long Distance, Inc. as the primary long distance carrier for all lines at his/her residence for interstate long distance telecommunications service in order to qualify for this calling plan.

Rates and Discounts:

- \$0.15 per minute or fraction thereof on calls made from the residential telephone.
- No monthly recurring charge associated with the residential service.
- \$10.00 off of monthly recurring charge for Internet service.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**5. Calling Plans for Interstate Message Telecommunications Service (Continued)**

5.3 One Simple Rate Plan for Cellular Customers

Residential customers may select the One Simple Rate Plan for Cellular Customers in lieu of the Basic Interstate Rates in Section 4. The minimum payment period is one (1) month. Only one (1) calling plan is allowed per main billing account. This plan includes only dial station calls.

Rates apply to all time periods and all days. Rates apply from Alaska to the contiguous 48 states. The per minute cost applies to the initial minute and any fraction thereof, and additional minutes and any fraction thereof.

In order to qualify for this calling plan, the customer must be subscribed to OTZ Long Distance, Inc. for intrastate and interstate long distance telecommunications service and to OTZ Cellular, Inc. for cellular service. The customer must subscribe to OTZ Long Distance, Inc. as the primary long distance carrier for all lines at his/her residence for interstate long distance telecommunications service in order to qualify for this calling plan.

Rates and Discounts:

- \$0.15 per minute or fraction thereof on calls made from the residential telephone.
- No monthly recurring charge associated with the residential service.
- 10% off of monthly recurring charge for cellular service.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**5. Calling Plans for Interstate Message Telecommunications Service (Continued)**

5.4 15/15/15 Plan for Internet/Cellular Customers

Residential customers may select the 15/15/15 for Internet/Cellular Customers in lieu of the Basic Interstate Rates in Section 4. The minimum payment period is one (1) month. Only one (1) calling plan is allowed per main billing account. This plan includes only dial station calls.

Rates apply to all time periods and all days. Rates apply from Alaska to the contiguous 48 states. The per minute cost applies to the initial minute and any fraction thereof, and additional minutes and any fraction thereof.

In order to qualify for this calling plan, the customer must be subscribed to OTZ Long Distance, Inc. for intrastate and interstate long distance telecommunications service, OTZ Telecommunications, Inc. for Internet service and OTZ Cellular, Inc. for cellular service. The customer must subscribe to OTZ Long Distance, Inc. as the primary long distance carrier for all lines at his/her residence for interstate long distance telecommunications service in order to qualify for this calling plan.

Rates and Discounts:

- \$0.15 per minute or fraction thereof on calls made from the residential telephone.
- No monthly recurring charge associated with the residential service.
- \$15.00 off of monthly recurring charge for Internet service.
- 15% off of monthly recurring charge for cellular service.

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INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**5. Calling Plans for Interstate Message Telecommunications Service (Continued)**

5.5 10-20 Plan

Residential customers may select the 10-20 Plan in lieu of the Basic Interstate Rates in Section 4. The minimum payment period is one (1) month. Only one (1) calling plan is allowed per main billing account. This plan includes only dial station calls.

Rates apply to all time periods and all days. Rates apply from Alaska to the contiguous 48 states. The per minute cost applies to the initial minute and any fraction thereof, and additional minutes and any fraction thereof.

In order to qualify for this calling plan, the customer must be subscribed to OTZ Long Distance, Inc. for intrastate and interstate long distance telecommunications service.

Rates and Discounts:

- \$0.10 per minute or fraction thereof apply to any Area Code the customer chooses.
- \$5.00 per month for each Area Code selected - whether or not any calls are placed to the Area Code(s).
- \$0.20 per minute to all other Area Codes.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**5. Calling Plans for Interstate Message Telecommunications Service (Continued)**

5.6 Small Business One Simple Rate Plan

Business customers may select the Small Business One Simple Rate Plan in lieu of the Basic Interstate Rates in Section 4. The minimum payment period is one (1) month. Only one (1) calling plan is allowed per main billing account. This plan includes only dial station calls.

Rates apply to all time periods and all days. Rates apply from Alaska to the contiguous 48 states. The per minute cost applies to the initial minute and any fraction thereof, and additional minutes and any fraction thereof.

In order to qualify for this calling plan, the customer must be subscribed to OTZ Long Distance, Inc. for intrastate and interstate long distance telecommunications service.

Rates and Discounts:

- \$0.18 per minute or fraction thereof.
- No monthly recurring charge associated with the business service.
- No contract.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**5. Calling Plans for Interstate Message Telecommunications Service (Continued)**

5.7 Small Business One Simple Rate Plan for Internet Customers

Business customers may select the Small Business One Simple Rate Plan in lieu of the Basic Interstate Rates in Section 4. The minimum payment period is one (1) month. Only one (1) calling plan is allowed per main billing account. This plan includes only dial station calls.

Rates apply to all time periods and all days. Rates apply from Alaska to the contiguous 48 states. The per minute cost applies to the initial minute and any fraction thereof, and additional minutes and any fraction thereof.

In order to qualify for this calling plan, the customer must be subscribed to OTZ Long Distance, Inc. for intrastate and interstate long distance telecommunications service and to OTZ Telecommunications, Inc. for Internet service. The customer must subscribe to OTZ Long Distance, Inc. as the primary long distance carrier for all lines at his/her business for interstate long distance telecommunications service in order to qualify for this calling plan.

Termination With Liability - Customers who terminate their Small Business One Simple Rate Plan for Internet customers prior to the expiration of the selected term period will be billed a termination charge equal to the monthly revenue commitment multiplied by the number of months remaining in the term period except under the conditions specified in Termination Without Liability.

Termination Without Liability - The customer may discontinue their Small Business One Simple Rate Plan for Internet customers prior to the expiration of its term without liability if the customer concurrently replaces service under the plan with a newly subscribed OTZ Long Distance, Inc. plan which has a specified revenue commitment equal to or greater than the remaining revenue commitment under the plan being discontinued.

Seasonality Provision - If the monthly revenue commitment is not met for one or more billing periods, the customer may be subject to a payment of shortfall charge. If the customer's actual annual gross bill is less than the annual cumulative monthly revenue commitment, the customer will be billed a shortfall charge equal to the difference between the monthly revenue commitment times twelve (12) and the actual annual gross billed usage charges.

**INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE**

**5. Calling Plans for Interstate Message Telecommunications Service**

**5.7 Small Business One Simple Rate Plan for Internet Customers (Continued)**

**Rates and Discounts:**

- \$0.17 per minute or fraction thereof on calls made from the business telephone.
- No monthly recurring charge associated with the business service.
- \$100 minimum monthly revenue commitment for one (1) year.
- \$10.00 off the monthly recurring charge for individual Internet account(s) or 20% off dedicated Internet service account.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**5. Calling Plans for Interstate Message Telecommunications Service (Continued)**

5.8 Small Business One Simple Rate Plan for Cellular Customers

Business customers may select the Small Business One Simple Rate Plan in lieu of the Basic Interstate Rates in Section 4. The minimum payment period is one (1) month. Only one (1) calling plan is allowed per main billing account. This plan includes only dial station calls.

Rates apply to all time periods and all days. Rates apply from Alaska to the contiguous 48 states. The per minute cost applies to the initial minute and any fraction thereof, and additional minutes and any fraction thereof.

In order to qualify for this calling plan, the customer must be subscribed to OTZ Long Distance, Inc. for intrastate and interstate long distance telecommunications service and to OTZ Cellular, Inc. for cellular service. The customer must subscribe to OTZ Long Distance, Inc. as the primary long distance carrier for all lines at his/her business for interstate long distance telecommunications service in order to qualify for this calling plan.

Termination With Liability - Customers who terminate their Small Business One Simple Rate Plan for cellular customers prior to the expiration of the selected term period will be billed a termination charge equal to the monthly revenue commitment multiplied by the number of months remaining in the term period except under the conditions specified in Termination Without Liability.

Termination Without Liability - The customer may discontinue their Small Business One Simple Rate Plan for cellular customers prior to the expiration of its term without liability if the customer concurrently replaces service under the plan with a newly subscribed OTZ Long Distance, Inc. plan which has a specified revenue commitment equal to or greater than the remaining revenue commitment under the plan being discontinued.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**5. Calling Plans for Interstate Message Telecommunications Service**

5.8 Small Business One Simple Rate Plan for Cellular Customers (Continued)

Seasonality Provision - If the monthly revenue commitment is not met for one or more billing periods, the customer may be subject to a payment of shortfall charge. If the customer's actual annual gross bill is less than the annual cumulative monthly revenue commitment, the customer will be billed a shortfall charge equal to the difference between the monthly revenue commitment times twelve (12) and the actual annual gross billed usage charges.

Rates and Discounts:

- \$0.17 per minute or fraction thereof on calls made from the business telephone.
- No monthly recurring charge associated with the business service.
- \$100 minimum monthly revenue commitment for one (1) year.
- 10 percent off monthly local recurring charges for cellular users.

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE

**5. Calling Plans for Interstate Message Telecommunications Service (Continued)**

5.9 Small Business One Simple Rate Plan for Internet/Cellular Customers

Business customers may select the Small Business One Simple Rate Plan for Internet/Cellular customers in lieu of the Basic Interstate Rates in Section 4. The minimum payment period is one (1) month. Only one (1) calling plan is allowed per main billing account. This plan includes only dial station calls.

Rates apply to all time periods and all days. Rates apply from Alaska to the contiguous 48 states. The per minute cost applies to the initial minute and any fraction thereof, and additional minutes and any fraction thereof.

In order to qualify for this calling plan, the customer must be subscribed to OTZ Long Distance, Inc. for intrastate and interstate long distance telecommunications service, OTZ Telecommunications, Inc. for Internet service, and OTZ Cellular, Inc. for cellular service. The customer must subscribe to OTZ Long Distance, Inc. as the primary long distance carrier for all lines at his/her business for interstate long distance telecommunications service in order to qualify for this calling plan.

Termination With Liability - Customers who terminate their Small Business One Simple Rate Plan for Internet/Cellular customers prior to the expiration of the selected term period will be billed a termination charge equal to the monthly revenue commitment multiplied by the number of months remaining in the term period except under the conditions specified in Termination Without Liability.

Termination Without Liability - The customer may discontinue their Small Business One Simple Rate Plan for Internet/Cellular customers prior to the expiration of its term without liability if the customer concurrently replaces service under the plan with a newly subscribed OTZ Long Distance, Inc. plan which has a specified revenue commitment equal to or greater than the remaining revenue commitment under the plan being discontinued.

Seasonality Provision - If the monthly revenue commitment is not met for one or more billing periods, the customer may be subject to a payment of shortfall charge. If the customer's actual annual gross bill is less than the annual cumulative monthly revenue commitment, the customer will be billed a shortfall charge equal to the difference between the monthly revenue commitment times twelve (12) and the actual annual gross billed usage charges.

**INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE**

**5. Calling Plans for Interstate Message Telecommunications Service**

**5.9 Small Business One Simple Rate Plan for Internet/Cellular Customers (Continued)**

Rates and Discounts:

- \$0.16 per minute or fraction thereof on calls made from the business telephone.
- No monthly recurring charge associated with the business service.
- \$300 minimum monthly revenue commitment for one (1) year.
- \$10.00 off the monthly recurring charge for individual Internet account(s) or 20% off dedicated Internet service account.
- 10% off of monthly recurring charge for cellular service.