

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICES

REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO INTERSTATE
MESSAGE TELECOMMUNICATIONS SERVICE FURNISHED BY

NORTHLAND TELEPHONE SYSTEMS, LTD.

BETWEEN

POINTS IN DIFFERENT STATES, IN THE UNITED
STATES, AS SPECIFIED HEREIN. SERVICE IS
PROVIDED BY MEANS OF WIRE, FIBER, RADIO,
TERRESTRIAL OR SATELLITE FACILITIES OR
ANY COMBINATION

ALL MATERIAL IN THIS TARIFF IS NEW

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICES

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INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICES

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating carriers

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 a reissued matter
 - T - to signify a change in text but no change in rate or regulation
 - X - to signify a correction
-

INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICES

EXPLANATION OF ABBREVIATIONS

EVE - Evening

N/W - Night/Weekend



INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICES**A. APPLICATION OF TARIFF**

1. This tariff contains regulations and charges applying to interstate resale common carrier communications service provided by Carrier to locations within the United States.

B. DEFINITIONS

As used in this tariff, the following terms shall have the following meanings:

1. Application for Service

A standard order form used by subscription customers which includes all pertinent billing, technical and other descriptive information which will enable Carrier to provide the specified communication services.

2. Authorization Code

A numerical code, one or more of which are assigned to a subscription customer to enable Carrier to identify use of service on the customer's account and to bill the customer accordingly. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users. All authorization codes shall be the property solely of the Carrier, and a customer shall have no property or other right or interest in the use of any particular authorization code.

3. Bandwidth

The total frequency, in Hertz, allocated for a channel.

4. Billing Cycle

A monthly period used as the basis for recurring charges or usage requirements.

5. Business Customer

A customer who subscribes to or makes use of Carrier's service in the name of a business, trade or profession, or whose usage is associated with non-personal activities.

6. Carrier (also referred to as "the Company")

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DEFINITIONS (continued)

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7. [Reserved]

8. Carrier's Terminal

The Carrier's switching equipment.

9. Customer

The person, firm, corporation or other entity which utilizes service provided by the carrier, or which owns, leases, uses or subscribes to lines or terminal equipment used to access carrier's service. For debit or credit card calls, the customer is the caller. For originating sent paid coin calls, the customer is the owner, lessee, subscriber, or user of any line or terminal equipment used to access carrier's service and the entity or individual who placed or received the call. For calls placed on a collect and billed to third number basis the customer is the entity which agrees to be responsible for charges or who places or receives the call. The term customer includes the customer and any of its affiliates, associates, agents or employees. A customer is responsible for the payment of charges and for compliance with all terms of this tariff. In the situation where one or more entities is considered a customer for any particular call, each customer shall be jointly and severally liable for payment.

10. Debit Card Call - A call originated over special installations or over "800" or other type of access arranged by the carrier, where payment is made through use of pre-paid cards distributed by carrier.

11. Dial-Up Access

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

12. Direct Access

An arrangement whereby a customer uses facilities other than the public switched network facilities of a local exchange telephone company to access the terminal of the Carrier.

13. Feature Group A or B Service

Toll service provided when a customer accesses the carrier's terminal over Feature Group A or Feature Group B access service provided by a local exchange company wherein seven digits plus a customer identification code are transmitted from the customer's premise.

DEFINITIONS (continued)

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14. Feature Group D Service

Toll service provided when a customer accesses the carrier's terminal over Feature Group D "equal access" service provided by a local exchange company, wherein Automatic Number Identification is passed by the local exchange company to the carrier.

15. Local Call

Any call which, if placed by a customer over the facilities of a local exchange telephone company, would not be rated as a toll call.

16. Primary Calling Number

The telephone number assigned to a subscription customer by the local exchange telephone company, which shall be geographically associated with the location of the local exchange central office associated with that number.

17. Toll Call

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the local exchange telephone company, as opposed to a local or message unit call.

THIS LEAF RESERVED FOR FUTURE USE

C. REGULATIONS

- a. Carrier is a resale common carrier providing interstate communications service to subscription, pre-paid, and casual use customers for their direct transmission of voice, data, facsimile and other types of telecommunications within the United States.
 - b. [Reserved]
 - c. [Reserved]
-

REGULATIONS (continued)

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d. Timing of Calls

- i Unless otherwise specified, all calls, including "ring-busy" or "ring-no answer" are timed by the Carrier in tenths of a minute. Timing parameters, including increments and minimum duration of call, are set forth in each rate plan. All calls are rounded up to the next increment of timing, or to the minimum for each call, and, unless otherwise provided in the regulations for each rate plan, are rounded up to the next whole minute. 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, subject to upward rounding.
 - ii The starting event for subscription calls occurs when the Carrier's terminal experiences an "Outgoing Signaling Protocol Successful", i.e., upon the seizure of an outgoing trunk. The starting event for casual calls occurs when the called party answers.
 - iii The terminating event occurs when the Carrier's terminal receives a signal from the local exchange telephone company that either the calling party or the called party has hung up.
 - iv For casual use customers, non-completed calls will not be billed.
-

2. Responsibility for Charges

- a. The customer is responsible for all calls placed or accepted by the customer and all calls placed using (a) any authorization code, debit card or credit card assigned to or purchased by the customer, (b) any exchange access line presubscribed to, or used to connect to, the Carrier's service, (c) any facilities, terminal equipment, or lines owned, leased or used by the customer, (d) any direct connect facilities utilized by the customer, or (e) any credit card used by the customer or for which the customer is responsible. Upon knowledge of facts which would alert a reasonable person to the possibility an unauthorized person is using the customer's authorization code, presubscribed lines, facilities, equipment, exchange lines, direct connect facilities, or credit card, the customers shall alert and give notice to the Carrier of such fact. Unless otherwise provided by law, the Customer shall be excused from liability only with respect to calls using the customers authorization code or credit card placed after receipt and processing by the Carrier of such notice. Customer shall at all times remain liable for all calls placed over direct connect facilities utilized by the customer, and over presubscribed or other exchange access lines, facilities and equipment used to access carrier's service. Once purchased, the security of debit cards are the sole responsibility of customer, and carrier shall have no obligation to make any refund, or replace any debit card, in the case of loss or theft of any debit card.
- b. The customer is also responsible for all charges on calls made on a collect or billed to third number basis where the customer or his agents have agreed to be responsible for such charges.
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REGULATIONS (continued)

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3. Limitations on Service

- (a) Service is offered by the Carrier subject to the availability of necessary facilities and/or equipment, including facilities or equipment to be provided by Carrier, connecting carriers, local exchange carriers, and inter-exchange carriers from whom Carrier obtains service.
- (b) THE CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- (c) The Carrier undertakes to use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer.

4. [Reserved]

5. Use of Service

- a. Service may be used for any lawful purpose by the customer or the customer's authorized agent or customer.
 - b. The customer obtains no property right or interest in use of any specific type of facility, service, connection, equipment, number, process, credit card, debit card or code (except for entitlement to apply prepaid debit cards to services provided by carrier). All right, title and interest to such items remain, at all times, solely with the Carrier.
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REGULATIONS (continued)

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6. Termination or Denial of Service by Carrier

- a. The Carrier may immediately and without notice to the customer, without liability of any nature, temporarily deny, terminate, or suspend service to any customer in the event such customer or his agent willfully damages company equipment; interferes with use of Carrier's service by other customers of the Carrier; unreasonably places capacity demands upon Carrier's facilities or service; or violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications, or otherwise fails to comply with the provisions of this tariff or applicable law.
 - b. In the event the customer is the subject of any voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a bankruptcy court, or executes an assignment for the benefit of creditors; or in the event of nonpayment of any bill rendered by the Carrier, or the nonpayment of any required deposit, the Carrier may terminate service two days after written notice is delivered to the customer or its authorized agent, or five days after such notice is mailed by first class mail to the customer or his authorized agent. In the case of non-payment of any bill or deposit, service need not be restored until the bill rendered or the required deposit has been paid.
 - c. In the event of the nonpayment of any bill rendered by the Carrier, or the non-payment of any required deposit, the Carrier may terminate service until the bill rendered or the required deposit has been paid.
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REGULATIONS (continued)

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7. Termination by Customer

Service may be terminated by the customer at any time, subject to payment in full of all charges for the period service is rendered, or for which the customer has contracted, except that, if termination occurs within the initial contract period, charges apply for the full initial contract period.

8. Initial Contract Period

The initial contract period for subscription service is either 1, 3, 5, or 7 years based on the service plan solicited. Thereafter, contract periods shall be for successive one-month periods unless the service plan is covered for a longer term.

RESERVED

9. Payment and Billing

- a. For subscription customers, service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. For casual customers, service is provided on a per call basis, with payment being made through credit cards or other billing mechanisms accepted by the carrier. Billing is payable upon receipt. Interest at the rate of 1.5% per monthly billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 28 days after rendition of bills. Additional interest charges may be assessed by credit card issuers to the customer, consistent with an arrangement between the customer and the credit card company.
 - b. The customer is responsible for payment of all charges for services furnished to the customer or for which the customer agrees to be responsible, as well as to all persons using the customer's codes, debit cards, credit cards, exchange lines, facilities, or equipment, with or without the knowledge or consent of the customer. The security of the customer's authorization codes, debit cards, credit cards, exchange lines, equipment, and direct connect facilities are the responsibility of the customer. All calls placed using direct connect facilities, exchange lines, authorization codes, debit cards or credit cards will be billed to and must be paid by the customer. Recurring charges, deposits, and non-recurring charges are billed in advance. The initial billing may, at Carrier's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
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REGULATIONS (continued)

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- c. All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Carrier in writing within 90 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Carrier in writing within such 90 day period.
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10. Deposits

- a. Applicants or customers whose financial condition is not acceptable to Carrier may be required at any time, at Carrier's option, to make a deposit in an amount equaling up to two months' actual or estimated charges for the regulated and non-regulated services, equipment, and facilities to be provided. At Carrier's option, the deposit may be refunded or credited to the customer at any time prior to termination of service.
- b. Carrier may at any time increase the deposit to be posted by the Customer to reflect actual or anticipated increases in the customer's billings.

11. Inspection, Testing and Adjustment

- a. Carrier 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 Carrier's equipment or connecting facilities. The Carrier may interrupt service at any time, without penalty or liability to itself, where necessary to prevent improper use of service, equipment, facilities, or connections.
 - b. Upon reasonable notice, the facilities and equipment provided by the Carrier shall be made available to Carrier for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to Carrier. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length.
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REGULATIONS (continued)

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12. Costs of Collection and Enforcement Proceedings

In the event Carrier is required to initiate legal proceedings to collect any amounts due to Carrier for services, equipment, or facilities, or to enforce any judgment obtained against the customer, or for the enforcement of any other provision of this tariff or applicable law, customer shall, in addition to all amounts due, be liable to Carrier for all reasonable costs incurred by Carrier in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs.

13. Interconnection

- a. Service furnished by the Carrier may be interconnected with services, equipment, or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Carrier. Service furnished by the Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Carrier and other participating carriers shall be provided at the customer's expense.
 - b. Interconnection with the facilities, equipment, or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs.
-

REGULATIONS (continued)

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14. Liability of the Carrier

- a. Due to the unavailability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting Carriers, the services and facilities furnished by the Carrier and connecting carriers are subject to the terms, conditions and limitations set forth herein.

 - b. [Reserved]
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REGULATIONS (continued)

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c. Exclusivity of allowance in absence of gross negligence or willful misconduct

No liability of any nature whatsoever, including but not limited to consequential damages, shall attach to the carrier for damages arising from errors, mistakes, omissions, interruptions, or delays of the Carrier, or its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing regulated or non-regulated service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities) in the absence of gross negligence or willful misconduct.

d. The Carrier is not liable under any circumstance for:

- i any act or omission of any connecting or underlying carrier or local exchange telephone company or its agents, servants or employees; for providers of connections, equipment, facilities, or service other than the carrier or its agents, servants or employees; for any act or omission of any person or entity owning telecommunications facilities used by the customer in conjunction with the Carrier's service; or for culpable conduct of the customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the customer.
 - ii mistakes, omissions, interruptions, errors, delays, or defects in transmission, or failure to transmit, when caused by acts of God, fire, war, riots, Government authorities, or other causes beyond Company control.
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RESERVED

RESERVED

15. Liability of the Customer

- a. The Carrier shall be indemnified and held harmless by the customer against:
 - i. Claims for libel, slander, harassment, improper use of telecommunications service or facilities on or off customer premises, infringement of copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Carrier's facilities; and
 - ii. Claims for patent infringement arising from combining or connecting the Carrier's equipment or facilities with apparatus and systems of the customer; and
 - iii. All other claims arising out of any act or omission of the customer or any person utilizing the customer's codes, credit cards, debit cards, services, or facilities, with or without the consent or knowledge of the customer.
 - b. The customer shall hold the Carrier harmless from and against all claims, demands, losses or liabilities, including, but not limited to, fees and expenses of counsel, arising out of any damage to business or property, or injury to, or death of, any person, occasioned by, or in connection with, any act or omission of the customer or of any person utilizing the customer's codes, services, equipment, or facilities, with or without the consent or knowledge of the customer.
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REGULATIONS (continued)

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16. Local Charges

In certain instances, customer may be subject to local telephone company charges or message unit charges to access the Carrier's terminal. carrier is not responsible for any such local or message unit charges incurred by customer in gaining access to Carrier's terminal.

17. [Reserved]

18. [Reserved]

19. Technical Obligation of the Customer

- a. The equipment and facilities which are connected with those of the Carrier shall be constructed, operated, and maintained by those providing same in accordance with technical standards and procedures specified by Carrier. Such equipment and facilities shall be suitable to avoid hazard or damage to Carrier's plant or of injury to Carrier's employees or to the public because of or location of such equipment or facilities and sources of power to which it is connected. In cases in which additional protection equipment is required, this shall be provided by the subscriber or by the Carrier at the subscriber's expense.
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REGULATIONS (continued)

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19. Technical Obligation of the Customer (continued)

- b. Upon notice from the carrier that the equipment or facilities of the subscriber, or of others so authorized to be connected, has caused or is likely to cause hazard or interference, the subscriber, or others so authorized to be connected, shall make such changes as may be necessary to remove or prevent such hazard or interference.
- c. The Carrier reserves the right of entrance for its employees, agents or contractors to the premises of the subscriber, at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service, removing the Carrier's facilities, lines, connections or equipment. It shall be the responsibility of the subscriber to make any necessary arrangements with the owners of the premises for the entrance of the Carrier's employees, agents, or contractors.

20. Dedicated Access

Certain Rate Plans described in section D of this tariff require customer to connect to carrier through originating or terminating direct access facilities. At carrier's option, customer may obtain such facilities at its own cost and expense, or may obtain such facilities from carrier under rates described in section D.

D. RATES AND CHARGES1. Time Periods Defined

- a. Business Day: 8:00 a.m. - 5:00 p.m. - Mon-Fri
- b. Evening: 5:00 - 11:00 p.m. - Sun-Fri
All Holidays
- c. Night/Weekend: 11:00 p.m. - 8:00 a.m. - All days
8:00 a.m. - 11:00 p.m. - Saturday
8:00 a.m. - 5:00 p.m. - Sunday
- d. Holidays include Christmas, New Year's Day,
Thanksgiving, Independence Day, and Labor Day.

2. Regulations and Computation of Mileage

- a. Calls originating in one time period and terminating in another time period are billed proportionately to the time in each period.
 - b. All times refer to local time.
 - c. All calls are rated between the originating point and terminating point.
 - i. Originating Point:
 - I. The originating point for subscription customers shall be the location of the local exchange company central office associated with the customer's Primary Calling Number for equal access calls placed over presubscribed lines. The originating point for casual calls shall be the location of the local exchange company central office which would normally serve a public pay telephone at the caller's location.
 - II. The originating point for a direct access call shall be the location of the local exchange central office serving the customer's premises where the call originates.
-

RATES AND CHARGES (continued)

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ii Terminating Point:

The terminating point for all calls shall be the location of the local serving central office associated with the called number.

d. Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each point and contained in relevant AT&T tariffs filed with the Federal Communications commission. To determine the airlines distance between any two cities, proceed as follows:

- i obtain the "V" and "H" coordinates for each city.
 - ii obtain the difference between the "V" coordinates of each of the cities. Obtain the difference between the "H" coordinates.
 - iii Square each difference obtained in step ii above.
 - iv Add the square of the "V" difference and the "H" difference obtained in step iii above.
 - v Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
 - vi Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
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RATES AND CHARGES (continued)

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3. Property Service Charges

In addition to the tariffed rates for services and facilities contained herein, Carrier may also collect on behalf of the owner or lessee of the premises from which a call originates, such as hotels, hospitals, nursing homes, transportation terminals, etc, or the owner of telephone equipment used to originate a call, such as a COCOT, a service charge established by such owner or lessee, provided that notice of said service charge shall first be given to customers.

4. Maximum Rates

This tariff contains the maximum rates which may be charged by carrier for the listed classes of service and rate plans. Carrier may limit the availability of Rate Plans to specific geographical areas. The specific rates charged will be maintained at the carrier's offices and determined based on a customer's usage volumes and patterns, length of service commitment, minimum usage obligations, distance from carrier's terminal, need for special connection facilities, and other factors affecting the cost of providing service. Rates and service charges may be changed on one days notice to affected customers. Customers will have until the conclusion of the billing cycle for which the change in rate was effective to terminate service or decline to accept service at the new rate. If the customer so terminates service, recurring rate elements will be billed at the old rate for the remainder of the billing cycle in which the change is made. If the customer does not terminate service, rates for non-recurring elements will change as of the date specified by the Carrier. In all cases, all other rate elements, including usage and non-recurring charges, will change as of the date specified by the Carrier.

5. Provision of Facilities and Services to Providers of Telephone Service

In lieu of the rates otherwise applicable under this tariff, inter-exchange common carriers and private pay telephone operators may elect to enter into contracts with the carrier for the purchase and resale of services and facilities. The terms of said contracts may take into consideration the length of the contract, type of service, costs of providing service, traffic patterns and volumes, services provided by such carriers, and other relevant factors. Except as otherwise provided, all other terms, conditions and regulations of this tariff shall be applicable to service provided pursuant to said contracts, and shall be incorporated by reference therein.

6. 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 to the carrier for proposals or for competitive bids. Service offered under this tariff provision will be provided to 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. .

RATES AND CHARGES (continued)

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7. Affinity Group Programs

- a. The carrier may enter into master account agreements with bona fide firms, organizations or groups to provide service to members thereof, who establish sub-accounts, and the carrier will aggregate the usage of all sub-accounts for purposes of applying usage charges and minimums for such sub-accounts as long as said member remains affiliated with such firm, organization or group. The rates and charges applicable to said sub-accounts shall be set forth in contracts with such bona-fide firms, organizations or groups, or contained in this tariff, as indicated. Each subaccount shall comply with all other rules and regulations applicable to the particular rate category. Where recurring charges are set forth for the rate category, such charges shall be applied to each sub-account.

8. Temporary Promotional Programs

The Carrier may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential customer to a service not previously received by the customer.

RATES AND CHARGES (continued)

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9. [Reserved]

10. Backbilling

Carrier shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, for a period of two years after service was rendered.

RATES AND CHARGES (continued)

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11. [Reserved]
 12. Special Assemblies and customer Arrangements
 - (a) Where service is specifically designed for a single customer, and not generally offered to the public, special assembly charges will apply in lieu of rates and charges set forth in this tariff.
 - (b) In cases where a customer requests special arrangements which may include engineering, installation, construction, facilities, assembly, purchase or lease of facilities, equipment, or services available from other common carriers, and/or other services not offered under this tariff, the Carrier, at its option, may provide the requested services either directly or by obtaining them from other regulated or non-regulated entities. Appropriate recurring and/or non-recurring charges will be developed accordingly on an individual customer basis.
 13. Directory Assistance Charges
 - a. Where offered by the Carrier, charge per number will be a maximum of \$1.50 per request.
 - b. Directory Assistance service may not be available in all areas served by the carrier.
 - c. When more than one number is requested in a single call, charge will apply for each number requested.
 - d. Charge will be applicable for each number requested, whether or not the number is listed or published.
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RATES AND CHARGES (continued)

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14. 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 charge of a maximum of \$40. Such charge will be applicable on each occasion when a check is returned or not processed.

15. [Reserved)

16. Sales, Use and Excise Taxes

In addition to all recurring, non-recurring, minimum, usage, surcharges, property service, or special charges, customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

17. Gross Revenue, Gross Income, and Gross Earnings Surcharges

(a) In addition to all recurring, non-recurring, minimum, usage, surcharges, property service, or special charges, customer shall also pay a surcharge designed to recover gross revenue, gross income and gross earnings taxes imposed on the customer, the transaction or on the carrier by governmental agencies.

RATES AND CHARGES (continued)

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Gross Revenue, Gross Income, and Gross Earnings
 Surcharges (continued)

- (b) The surcharges imposed under (a) above shall be added to all charges for recurring, non-recurring, minimum, usage, surcharge, property service, or special charges for services, and together with all such charges, shall be subject to all sales, use, and excise taxes.

18. Carrier Access Charge

- (a) The carrier access charge will be a long distance line charge at a rate of \$2.09 per month. This charge will not exceed a maximum number of 24 lines per billing telephone number.
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RATES AND CHARGES (continued)

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19. Reserved

RATES AND CHARGES (continued)

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20. Reserved

RATES AND CHARGES (continued)

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21. Switched Access Direct Dial Toll Rates

Usage rates for customers subscribing to switched access rate plans may vary according to customer's volume of usage, traffic patterns and characteristics, timing parameters, level of recurring service charge, application of volume discounts, and other factors which may affect cost of providing service, but shall not exceed the maximum rates set forth below.

A. Distance Sensitive Plans

Mileage or Destination	Max Day Rate		Max Evening Rate		Max Night/Weekend Rate	
	1st Min	Ea Addt'l Min	1st Min	Ea Addt'l Min	1st Min	Ea Addt'l Min
0-104	\$.30	\$.30	\$.30	\$.30	\$.30	\$.30
105-124	\$.30	\$.30	\$.30	\$.30	\$.30	\$.30
125-292	\$.30	\$.30	\$.30	\$.30	\$.30	\$.30
293-430	\$.40	\$.40	\$.40	\$.40	\$.40	\$.40
431-925	\$.40	\$.40	\$.40	\$.40	\$.40	\$.40
926-1910	\$.40	\$.40	\$.40	\$.40	\$.40	\$.40
1911-3000	\$.50	\$.50	\$.50	\$.50	\$.50	\$.50
3001-4250	\$.50	\$.50	\$.50	\$.50	\$.50	\$.50
4251-9999	\$.50	\$.50	\$.50	\$.50	\$.50	\$.50
Alaska	\$.70	\$.70	\$.50	\$.50	\$.50	\$.50

Volume Discounts

Monthly Dollar Volume	Minimum Discount
\$ 300	4%
\$ 500	5%
\$ 1,000	6%

Discounts are incremental by usage block, not retroactive to prior blocks.

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21. Switched Access Direct Dial Toll Rates (Continued)

<u>Mileage or Destination</u>	<u>Max Per Minute Rate First 15 Hours Per Month</u>		
	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
0-292	\$.20	\$.20	\$.20
293-430	\$.20	\$.20	\$.20
431-925	\$.20	\$.20	\$.20
926-1910	\$.30	\$.30	\$.30
1911-9999	\$.40	\$.40	\$.40

<u>Mileage or Destination</u>	<u>Max Per Minute Rate First 25 Hours Per Month</u>		
	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
0-292	\$.20	\$.20	\$.20
293-430	\$.20	\$.20	\$.20
431-925	\$.20	\$.20	\$.20
926-1910	\$.30	\$.30	\$.30
1911-9999	\$.40	\$.40	\$.40

<u>Mileage or Destination</u>	<u>Max Per Minute Rate 40-80 Hours Per Month</u>		
	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
0-292	\$.20	\$.20	\$.20
293-430	\$.20	\$.20	\$.20
431-925	\$.20	\$.20	\$.20
926-1910	\$.30	\$.30	\$.30
1911-9999	\$.40	\$.40	\$.40

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21. Switched Access Direct Dial Toll Rates (Continued)

B. Distance and Time Sensitive Plans (Continued)

<u>Mileage or Destination</u>	<u>Max Per Minute Rate All Hours Above 80 Hours Per Month</u>		
	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
0-292	\$.20	\$.20	\$.20
293-430	\$.20	\$.20	\$.20
431-925	\$.20	\$.20	\$.20
926-1910	\$.30	\$.30	\$.30
1911-9999	\$.40	\$.40	\$.40

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22. Dedicated Access Direct Dial Toll Rates

Customers accessing carrier's terminal over dedicated access facilities paid for by the customer will pay per minute usage rates which may vary according to customer's volume of usage, traffic patterns and characteristics, timing parameters, level of recurring service charges, application of volume discounts, and other factors which may affect cost of providing service, but shall not exceed the maximum rates set forth below.

Mileage or Destination	Max Day Rate		Max Evening Rate		Max Night/Weekend Rate	
	1st Min	Ea Addt'l Min	1 st Min	Ea Addt'l Min	1 st Min	Ea Addt'l Min
0-104	\$.30	\$.30	\$.30	\$.30	\$.30	\$.30
105-124	\$.30	\$.30	\$.30	\$.30	\$.30	\$.30
125-292	\$.30	\$.30	\$.30	\$.30	\$.30	\$.30
293-430	\$.40	\$.40	\$.40	\$.40	\$.40	\$.40
431-925	\$.40	\$.40	\$.40	\$.40	\$.40	\$.40
926-1910	\$.40	\$.40	\$.40	\$.40	\$.40	\$.40
1911-3000	\$.50	\$.50	\$.50	\$.50	\$.50	\$.50
3001-4250	\$.50	\$.50	\$.50	\$.50	\$.50	\$.50
4251-9999	\$.50	\$.50	\$.50	\$.50	\$.50	\$.50
Alaska	\$.70	\$.70	\$.50	\$.50	\$.50	\$.50

Volume Discounts

Monthly Dollar Volume	Minimum Discount
\$ 300	4%
\$ 500	5%
\$ 1,000	6%

Discounts are incremental by usage block, not retroactive to prior blocks.

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23. Calling Card Rates

A. Regulations

1. This service allows a customer to dial an "800" or other access number assigned by carrier, punch in the customer's identification code assigned by carrier, and then dial any 10 digit interstate number.
 2. Customers subscribing to any of carrier's rate plans may select one of the three rate plans set forth in (B) below in connection with use of calling cards.
 3. Customers not subscribing to any other rate plan shall be charged the rates established under B (ii) or B (iii) below.
 4. Calls are timed in 60 second increments, subject to a minimum of one minute per call.
 5. Charges for calling card services are not eligible for volume discounts or periodic payments to customers based on usage.
-

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23. Calling Card Rates (continued)

B. Maximum Rates

Option (i)

Callers will pay a surcharge for each call, which shall not exceed \$1.50, plus usage rates which shall not exceed \$1.50 per minute.

Option (ii)

Callers will pay a flat rate per minute which shall not exceed \$1.00 per minute, plus a monthly service charge which shall not exceed \$50.

Option (iii)

Callers will pay a flat rate per minute which shall not exceed \$1.00 per minute, plus a monthly service charge which shall not exceed \$75.

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24. Private Line Rates

Carrier may provide private line service to customer based upon a per-mile Os-o channel equivalency, at a rate not to exceed \$200 per 1/4 mile per Os-o channel equivalency, based upon the customer's usage volume and patterns, number and length of circuits, type of service (e.g., os-a, OS-I, OS-3, and digital vs. analog), distance from carrier's terminals, rates charged by other companies to carrier for underlying or connecting circuit or service, the nature of facilities used (e.g., fiber, copper, radio, satellite) and other factors affecting carrier's cost of providing service.

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25. 800 InWATS switched Access Service

<u>Mileage or Destination</u>	<u>Max Day Rate Per Minute</u>	<u>Max Evening Rate Per Minute</u>	<u>Max Night/Weekend Rate Per Minute</u>
0-292	\$.20	\$.30	\$.30
293-430	\$.30	\$.30	\$.30
431-925	\$.30	\$.30	\$.30
926-1910	\$.30	\$.30	\$.30
1911-2000	\$.40	\$.40	\$.40
2001-3000	\$.50	\$.50	\$.50
3001-9999	\$.80	\$.80	\$.80
Alaska	\$.40	\$.40	\$.40

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Customer Specific Contracts

The Company may provide any of the services offered or combinations of services, on a contractual basis to Customers who commit to use specific minimum volumes of service, to use service for a specific term, or both. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Such contract offers will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections do not apply (except to the extent referenced below) to Customers who agree to contract arrangements, with respect to services within the scope of the contract. The rates provided under such contract offerings are listed below:

<u>Contract Plan Number</u>	<u>Requirement</u>	<u>Minimum Rate</u>	<u>Effective Date</u>
1	3-Year Term/Switched Outbound	.2100	01/01/93
5	3-Year Term/Switched Outbound	.1150	01/01/93
6	3-Year Term/Switched Outbound	.1350	01/01/93
7	3-Year Term/Dedicated Outbound	.0480	01/01/93
8	3-Year Term/Switched Outbound	.1590	01/01/93
10	3-Year Term/Switched Outbound	.0980	01/01/93
11	3-Year Term/Switched Outbound	.1290	01/01/93
12	3-Year Term/Switched Outbound	.1450	01/01/93
13	3-Year Term/Switched Outbound	.0500	02/28/08
14	3-Year Term/Switched Outbound	.0750	01/01/98
15	3-Year Term/Switched Outbound	.1150	01/01/98
16	3-Year Term/Switched Outbound	.0950	01/01/98
17	3-Year Term/Switched Outbound	.0550	01/01/98
18	3-Year Term/Switched Outbound	.1290	01/01/98
19	3-Year Term/Switched Outbound	.1490	01/01/98
20	3-Year Term/Switched Outbound	.1150	01/01/98
21	3-Year Term/Switched Outbound	.0850	01/01/98
22	3-Year Term/Switched Outbound	.0700	01/01/98
23	3-Year Term/Switched Outbound	.1250	01/01/98
24	3-Year Term/Switched Outbound	.1050	01/01/98
25	3-Year Term/Switched Outbound	.1490	01/01/98
26	3-Year Term/Switched Outbound	.1350	01/01/98
27	3-Year Term/Switched Outbound	.0700	01/01/98
28	3-Year Term/Switched Outbound	.0490	01/01/98
29	3-Year Term/Switched Outbound	.0590	01/01/98
30	3-Year Term/Switched Outbound	.1490	01/01/98
31	3-Year Term/Switched Outbound	.1000	01/01/98

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32	3-Year Term/Switched Outbound	.0650	01/01/98
33	3-Year Term/Switched Outbound	.1300	01/01/98
34	3-Year Term/Switched Outbound	.0990	01/01/98
36	3-Year Term/Switched Outbound	.0780	01/01/98
37	3-Year Term/Switched Outbound	.1000	01/01/98
38	3-Year Term/Switched Outbound	.0550	01/01/98
39	3-Year Term/Switched Outbound	.0930	01/01/98
40	3-Year Term/Switched Outbound	.0950	01/01/98
41	3-Year Term/Switched Outbound	.0485	01/01/98
42	3-Year Term/Switched Outbound	.0890	01/01/98
43	3-Year Term/Switched Outbound	.0920	01/01/98
44	3-Year Term/Switched Outbound	.0870	01/01/98
45	3-Year Term/Switched Outbound	.0780	01/01/98
46	3-Year Term/Switched Outbound	.0450	06/05/00
47	3-Year Term/Switched Outbound	.0680	01/30/01
48	3-Year Term/Switched Outbound	.0380	05/30/01
49	3-Year Term/Switched Outbound	.0810	05/30/01
50	3-Year Term/Switched Outbound	.0830	05/30/01
51	3-Year Term/Switched Outbound	.0840	05/30/01
52	3-Year Term/Switched Outbound	.0870	05/30/01
54	3-Year Term/Switched Outbound	.0940	05/30/01
55	3-Year Term/Switched Outbound	.0980	05/30/01
56	3-Year Term/Switched Outbound	.0840	05/30/01
57	3-Year Term/Switched Outbound	.1150	05/30/01
58	3-Year Term/Switched Outbound	.1200	05/30/01
59	3-Year Term/Switched Outbound	.1300	05/30/01
60	3-Year Term/Switched Outbound	.0680	02/01/01
61	3-Year Term/Switched Outbound	.0730	02/01/02
62	3-Year Term/Switched Outbound	.0720	04/01/01
63	3-Year Term/Switched Outbound	.0850	04/01/01
64	3-Year Term/Switched Outbound	.1250	03/01/03
65	3-Year Term/Switched Outbound	.0500	04/01/03
66	3-Year Term/Switched Outbound	.0410	06/04/03
67	3-Year Term/Switched Outbound	.0380	06/23/03
68	3-Year Term/Switched Outbound	.0450	09/25/03
69	3-Year Term/Switched Outbound	.1500	02/27/04

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70	3-Year Term/Switched Outbound	.0380	08/20/04
71	3-Year Term/Switched Outbound	.0800	08/24/04
72	3-Year Term/Switched Outbound	.0480	09/08/04
73	3-Year Term/Switched Outbound	.0350	10/04/04
74	3-Year Term/Switched Outbound	.0300	01/21/05
75	3-Year Term/Switched Outbound	.0630	02/08/05
76	3-Year Term/Switched Outbound	.0550	04/19/05
77	3-Year Term/Switched Outbound	.0300	10/01/05
78	3-Year Term/Switched Outbound	.0350	11/15/05
79	3-Year Term/Switched Outbound	.0630	11/16/05
80	3-Year Term/Switched Outbound	.0290	02/15/06
81	3-Year Term/Switched Outbound	.0200	03/20/06
82	3-Year Term/Switched Outbound	.0250	05/01/06
83	3-Year Term/Switched Outbound	.0190	05/22/06
84	3-Year Term/Switched Outbound	.0280	06/30/06
109	3-Year Term/Switched Outbound	.0210	07/12/06
110	3-Year Term/Switched Outbound	.0400	11/28/06
111	3-Year Term/Switched Outbound	.0490	12/05/06
112	3-Year Term/Switched Outbound	.0390	03/29/07
113	3-Year Term/Switched Outbound	.0310	10/23/07
115	3-Year Term/Conf Calling/Operator Assist	.3000	02/27/08
116	3-Year Term/Conf Calling/Digital Record	.3000	04/30/08
117	3-Year Term/Switched Outbound	.0600	07/09/08
118	3-Year Term/Switched Outbound	.0360	07/25/08
119	3-Year Term/Conf. Calling Multi-Media	.1200	09/30/08
120	3-Year Term/Switched Outbound	.0270	10/07/08
121	3-Year Term/Switched Outbound	.0220	11/04/08
122	3-Year Term/Switched Outbound	.0660	02/23/09
212	3-Year Term/Conference Anytime	.0800	10/24/08
213	3-Year Term/Conference Live Mtg.	.2500	10/24/08
214	3-Year Term/Conference Passcode	.1300	10/24/08
800	3-Year Term/Switched Inbound	.1450	01/01/98
801	3-Year Term/Switched Inbound	.2500	01/01/98
802	3-Year Term/Switched Inbound	.1500	01/01/98
803	3-Year Term/Switched Inbound	.0950	01/01/98
804	3-Year Term/Switched Inbound	.0850	01/01/98

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805	3-Year Term/Switched Inbound	.0780	01/01/98
806	3-Year Term/Switched Inbound	.1300	01/01/98
807	3-Year Term/Switched Inbound	.1000	01/01/98
808	3-Year Term/Switched Inbound	.1250	01/01/98
809	3-Year Term/Switched Inbound	.1290	01/01/98
810	3-Year Term/Switched Inbound	.0800	01/01/98
811	3-Year Term/Switched Inbound	.0750	01/01/98
812	3-Year Term/Switched Inbound	.1050	01/01/98
813	3-Year Term/Switched Inbound	.1010	01/01/98
815	3-Year Term/Switched Inbound	.1050	01/01/98
816	3-Year Term/Switched Inbound	.1040	01/01/98
817	3-Year Term/Switched Inbound	.0580	01/01/98
818	3-Year Term/Switched Inbound	.0970	01/01/98
819	3-Year Term/Switched Inbound	.1020	01/01/98
820	3-Year Term/Switched Inbound	.1040	01/01/98
821	3-Year Term/Switched Inbound	.1020	01/01/98
822	3-Year Term/Switched Inbound	.0970	01/01/98
823	3-Year Term/Switched Inbound	.0890	01/01/98
824	3-Year Term/Switched Inbound	.0554	01/01/98
825	3-Year Term/Switched Inbound	.0910	01/01/98
827	3-Year Term/Switched Inbound	.0590	01/01/98
828	3-Year Term/Switched Inbound	.0650	01/01/98
829	3-Year Term/Switched Inbound	.1250	01/01/98
831	3-Year Term/Switched Inbound	.1600	01/01/98
832	3-Year Term/Switched Inbound	.1350	01/01/98
833	3-Year Term/Switched Inbound	.1770	01/01/98
834	3-Year Term/Switched Inbound	.1400	01/01/98
835	3-Year Term/Switched Inbound	.1200	01/01/98
836	3-Year Term/Switched Inbound	.0460	02/01/00
837	3-Year Term/Switched Inbound	.0680	06/05/00
838	3-Year Term/Switched Inbound	.2400	07/18/01
839	3-Year Term/Switched Inbound	.0550	04/01/03
840	3-Year Term/Switched Inbound	.1700	05/02/03
841	3-Year Term/Switched Inbound	.0410	06/04/03
842	3-Year Term/Switched Inbound	.0500	06/18/03
843	3-Year Term/Switched Inbound	.0410	06/24/03
844	3-Year Term/Switched Inbound	.0450	09/25/03
845	3-Year Term/Switched Inbound	.2000	09/23/04

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846	3-Year Term/Switched Inbound	.0350	01/21/05
847	3-Year Term/Switched Inbound	.0300	10/01/05
848	3-Year Term/Switched Inbound	.0380	10/18/05
849	3-Year Term/Switched Inbound	.0630	11/16/05
850	3-Year Term/Switched Inbound	.0290	02/15/06
851	3-Year Term/Switched Inbound	.0200	03/20/06
852	3-Year Term/Switched Inbound	.0250	05/01/06
853	3-Year Term/Switched Inbound	.0190	05/22/06
854	3-Year Term/Switched Inbound	.0400	11/28/06
855	3-Year Term/Switched Inbound	.0490	12/04/06
856	3-Year Term/Switched Inbound	.0390	03/29/07
857	3-Year Term/Switched Inbound	.0360	08/08/07
858	3-Year Term/Switched Inbound	.0360	08/08/07
859	3-Year Term/Switched Inbound	.0310	10/23/07
860	3-Year Term/Switched Inbound	.0600	07/09/08
861	3-Year Term/Switched Inbound	.0220	11/04/08
862	3-Year Term/Switched Inbound	.0270	02/19/09
863	3-Year Term/Switched Inbound	.0630	03/10/09
