

TITLE PAGE**ALASKA****INTEREXCHANGE TELECOMMUNICATIONS TARIFF****OF****MITEL NETSOLUTIONS, INC.**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of Intrastate Interexchange Telecommunications Services provided by Mitel NetSolutions, Inc. (f/k/a Inter-Tel NetSolutions, Inc.), with corporate offices at 7300 W. Boston Street, Chandler, AZ 85226-3229, and Business Offices at 7300 W. Boston Street, Chandler, AZ 85226-3229, to Customers within the state of Alaska. This Tariff is on file with the Regulatory Commission of Alaska, and copies may be inspected, during normal Business Hours, at the Company's principal place of business, or may be accessed online at www.mitel.com/netsolutions.

CHECK SHEET

Pages in this Tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this page.

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APPLICATION OF TARIFF

Mitel NetSolutions, Inc. is a Texas corporation with its corporate headquarters in Chandler, Arizona. The Company provides Telecommunications Services in Alaska. This Tariff contains the description of the Services offered, the terms and conditions under which each of its Services is provided, and all effective rates and charges applicable to the furnishing of Intrastate Interexchange Service by the Company in the state of Alaska. The rates and Services provided in this Tariff are filed at the Commission pursuant to state statutes and the rules adopted by the Commission. Only those Services, terms and conditions, and rates and charges contained in this Tariff may be provided to Customers within the state of Alaska.

Tariff Advice No. 1

Issued by:
Jon Brinton, President
Mitel NetSolutions, Inc.
7300 W. Boston Street
Chandler, Arizona 85226-3229

Effective Date: August 7, 2010

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal point and a number are added. For example, a new page added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.(A)
 - 2.1.1.(A).1
 - 2.1.1.(A).1.(a)
 - 2.1.1.(A).1.(a).I
 - 2.1.1.(A).1.(a).I.(i)
 - 2.1.1.(A).1.(a).I.(i).(1)
- D. Check Sheets - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the Pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions in a filing are designated by an asterisk (*). The Tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

**CONCURRING, CONNECTING, OR
OTHER PARTICIPATING CARRIERS**

1. Concurring Carriers - None
2. Terminating Carriers - None
3. Other Participating Carriers - None
4. Billing Agents - None

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS1.1 Symbols

The following symbols will be used in the right-hand margins of revised Tariff pages to indicate changes made on the pages:

- C - To denote a changed condition or regulation
- D - To denote a discontinued rate, regulation, or condition
- I - To denote an increase
- L - To denote that material has been relocated from or to another sheet or place in the tariff with no change in text, rate, rule, or condition
- N - To denote a new rate, regulation, condition, or sheet
- S - To denote reissued matter
- R - To denote a reduction
- T - To denote a change in text for clarification

In addition to symbols for revisions, each provision or rate element changed will contain a vertical line that will identify the lines being changed.

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)1.2 Definitions

Account means either a Customer's physical location or individual Service represented by a unique account number within the Company's billing system. Multiple Services, each with a unique account number, may be part of one physical location.

Application for Service means a standard form that includes all pertinent billing, technical, and other descriptive information that will enable Company to provide and bill for Services. The Company's order process that includes technical, billing and other descriptive information provided by Customer that allows the Company to provide requested communications Services for Customer and Customer's Authorized Users. Upon acceptance by the Company, the Application for Service becomes a binding contract between Customer and the Company for the provision and acceptance of Services.

Authorized User means a person that is either authorized by the Customer to use telephone Service at the Customer's Premise or other location, or is placed in a position by the Customer, either through acts or omission, to use the Customer's Service.

Business Hours means the time after 5:00 A.M. and before 6:00 P.M. Pacific Time, Monday through Friday, excluding holidays.

Business Office means the primary location where the business operations of the Company are performed and where copies of the Company's Tariffs are made available for public inspection.

Calling Card Service means a telephone calling card issued by the Company, at the Customer's request, that enables the Customer or Authorized Users to place calls over the network and to have the charges for such calls billed to the Customer's Account.

Company means Mitel NetSolutions, Inc.

Commission means the Regulatory Commission of Alaska.

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)1.2 Definitions (continued)

Customer or Subscriber means a person or other entity that orders Service and is responsible for payment of charges due and compliance with the Company's Tariff.

Customer-Provided Equipment means Terminal Equipment provided by the Customer to utilize the Company's Service.

Customer Trouble Report means any oral or written report given to the Company's repair service or contact person by a Customer relating to a defect or difficulty or dissatisfaction with the provision of the Telecommunications Service provided by the Company.

Delinquent means a payment for a billing for Services to be provided, which is not in dispute and for which payment is not received on or before the due date printed on the Customer's bill.

Discontinuance means the disconnection of a Service or a circuit, dedicated access line, or port connection being used for existing Service.

End User means the ultimate user of the Telecommunications Services.

Equipment means the physical components utilized to provide Service.

Facility or Facilities means any item or items of communications plant or Equipment used to provide or connect to the Company's Services.

FCC means the Federal Communications Commission.

Interexchange Carrier or IXC means a common carrier that provides long distance domestic and international Interexchange Services to the public.

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)1.2 Definitions (continued)

Interexchange Service means the provision of long distance service.

Monthly Recurring Charges means the monthly charges to the Customer for Services, Facilities, and Equipment, which continue for the agreed upon duration of the Service.

Nonbusiness Hours means the time period after 6:00 P.M. and before 5:00 A.M., Pacific Time, Monday through Friday, all day Saturday, Sunday, and the dates the following holidays are observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

Non-Recurring Charge (NRC) means the initial charge, usually assessed on a one-time basis, to initiate and establish Service.

Other Common Carrier means a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications Service.

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)1.2 Definitions (continued)

Premises means a building or buildings on contiguous property (except railroad rights-of-way, etc.).

Primary Interexchange Carrier (PIC) means the Interexchange Carrier to which a switched access line is presubscribed.

Rate Periods - The times included in the terms Peak Rate Period and Off-Peak Rate Period shall be as follows:

Peak Rate Period: Monday-Friday, 8:00 a.m. - 5:00 p.m.

Off-Peak Rate Period: All time periods not included in Peak Period.

Service means Service in its broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished or supplied by the Company in the provision of Telecommunications Service to its Customers.

Service Commencement Date means the first day that the requested Service or Facility is available for use, unless extended by the Customer's refusal to accept Service that does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the Customer used the Service or Facility.

Service Order means the written request for Service executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the Service is calculated from the Service Commencement Date.

Switch means an electronic device that is used to provide circuit sharing, routing, and control of Telecommunications Services.

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)1.2 Definitions (continued)

Tariff means a document filed with the Regulatory Commission of Alaska or the FCC that describes Services, Facilities, Equipment, and pricing offered by the Company to all potential Customers.

Telecommunications Service means any Service provided by the Company, including voice, data, and all other types of communications services, that provides for the transmission, reception, and switching of electronic or optical signals by wire, fiber, or electromagnetic means.

Timely Payment means a payment on a Customer's Account made on or before the due date.

Terminal Equipment means telephones and other Equipment installed at the end of a telephone line.

Underlying Carrier means the provider of Telecommunications Services whose network is being utilized to transmit and receive the Customer's telecommunications traffic.

SECTION 2 - RULES AND REGULATIONS2.1 Undertaking of the Company

- 2.1.1 The Company provides long distance Telecommunications Services originating and terminating throughout the state of Alaska in accordance with the terms of this Tariff.

The Company is authorized to serve as its Customers' agent for purposes of ordering changes to and maintenance of the Telecommunications Services provided by any Interexchange Company that may be necessary to implement and maintain the Company's Services provided to a Customer. The Company is authorized by its Customers to deal directly with any such carriers and with any other vendor in all matters pertaining to its provision of Service to a Customer. A Customer's appointment of the Company as its agent shall not apply to any software modifications that may be necessary with respect to traffic routing or least-cost routing features or functions, which modifications must be made by the Customer through appropriate interaction with the responsible vendor of such features or functions. The Company's appointment as a Customer's agent remains in effect unless modified or revoked in writing or other means approved by the Commission.

- 2.1.2 The Company is responsible under this Tariff only for the Services and Facilities provided herein, and it assumes no responsibility for any Service provided by any other entity.
- 2.1.3 Services provided under this Tariff shall not be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such Services are being used in violation of the law.
- 2.1.4 The Company's Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.5 The Company will comply with all rules and regulations of the Commission.

SECTION 2 - RULES AND REGULATIONS (continued)2.2 Terms and Conditions

2.2.1 Except as otherwise provided herein, the minimum period of Service is one month (30 days). The Company will issue a billing invoice monthly.

2.2.2 Any termination of Service shall not relieve Customer of its obligation to pay any charges incurred under the Service Agreement and this Tariff prior to termination. The Company's and the Customer's rights and obligations, which by their nature extend beyond the termination of the term of the Service Agreement, shall survive such termination.

2.2.3 This Tariff shall be interpreted and governed by the laws of the State of Alaska.

SECTION 2 - RULES AND REGULATIONS (continued)**2.3 Obligations of the Customer**

2.3.1 When placing an order for Service, the Customer must provide:

- (A) The name(s) and address of the person(s) responsible for the payment of charges for Service; and
- (B) The name(s), telephone number(s), and address(es) of the Customer contact person(s); and
- (C) The payment of all applicable charges pursuant to this Tariff.

2.3.2 The Customer must reimburse the Company for damages to, or loss of, Facilities or other Equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;

2.3.3 The Customer must provide a safe place to work and comply with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Facilities and Equipment. The Customer may be required to install and maintain Facilities and Equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

SECTION 2 - RULES AND REGULATIONS (continued)2.3 Obligations of the Customer (continued)

- 2.3.4 The Customer must comply with all laws and regulations applicable to, and obtain all consents, approvals, licenses and permits as may be required with respect to, the location of Facilities and Equipment in any Customer Premises or the rights-of-way for which Customer is responsible, and granting or obtaining permission for the Company at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing Facilities or Equipment;
- 2.3.5 The Customer may not create or allow to be placed or maintained any liens or other encumbrances on Facilities or Equipment; and
- 2.3.6 The Customer must make Facilities and Equipment located on the Customer's Premises available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.

SECTION 2 - RULES AND REGULATIONS (continued)2.4 Liability of the Customer

- 2.4.1 The Customer will be liable for damages to Facilities or Equipment and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.4.2 To the extent caused by any negligent or intentional act of the Customer, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party and (2) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any Service provided by the Company to such third party.
- 2.4.3 The Customer shall not assert any claim against any other Customer or user of the Company's Services 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, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended to expand the Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2 - RULES AND REGULATIONS (continued)**2.5 Claims**

2.5.1 With respect to any Service or Facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all loss, claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

- (A) Any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (B) Any claim, loss damage, expense or liability for infringement of any copyright, patent, trade mark or service mark, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer arising out of the material, data, information, or other content transmitted over the network, including use of Services or Facilities in a manner not contemplated by the agreement between the Customer and the Company.
- (C) Any act or omission of: (a) the Customer, (b) any other entity furnishing Service, Facilities, or Equipment for use in conjunction with Services or Facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
- (D) Any delay or failure of Service, Facilities, or Equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotion; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of Facilities or Equipment provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- (E) Any unlawful or unauthorized use of Services or Facilities;

SECTION 2 - RULES AND REGULATIONS (continued)2.5 Claims (continued)

- (F) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided Services or Facilities; or by means of the combination of Company-provided Services or Facilities;
- (G) Breach in the privacy or security of communications;
- (H) Changes in any of the Facilities, operations or procedures of the Company that render any Services, Facilities, or Equipment provided by the Customer obsolete, or require modification or alteration of such Services, Facilities, or Equipment, or otherwise affect their use or performance, except where the Customer provides the Company of its requirement for reasonable notice and such notice is not provided to the Customer, in which event the Company's liability is limited as set forth in of Sections 2.27 et seq.
- (I) Defacement of or damage to Customer Premises resulting from the furnishing of Services or Equipment on such Premises or the installation or removal thereof;
- (J) Injury to property or injury or death to persons, including claims for payments made under workers' compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's Facilities or Equipment connected, or to be connected to the Company's Facilities;
- (K) Any noncompletion of calls due to network busy conditions;
- (L) Any calls not actually attempted to be completed by the Company during any period that Service is unavailable; or
- (M) Any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's Services or Facilities.

SECTION 2 - RULES AND REGULATIONS (continued)**2.6 Payment for Service**

2.6.1 The Customer is responsible for payment of all charges for Service and Facilities furnished by the Company to the Customer or Authorized Users. If any entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a Service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.6.2 All charges due from the Customer are payable to any agency duly authorized by the Company to receive such payments. The billing agency may be the Company, an agent of the Company, a credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency, but must comply with the Commission's rules and regulations.

2.6.3 Adjustments to the Customer's bill(s) may be made by the Company to the extent that circumstances exist that reasonably indicate that such changes are appropriate.

2.7 Returned Check Charge

2.7.1 A returned check charge in the amount of the greater of one percent (1%) of the amount owed or \$20.00 shall be applied if a check offered by a Customer for payment of Service provided is dishonored by a bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution. Any costs sought under AS 09.68.115(a)(2) may be charged as a separate line item on the Customer's bill.

SECTION 2 - RULES AND REGULATIONS (continued)2.8 Transfer or Assignment

2.8.1 After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

- (A) The Customer of record (Assignor Customer) requests such assignment or transfer in writing at least fifteen (15) days prior to the effective date of any requested assignment or transfer; and,
- (B) The new Customer (Assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the Assignor Customer for use of the Company's Services. These obligations include all outstanding indebtedness for the use of the Company's Service; and,
- (C) Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to an Assignee Customer within fifteen (15) days of receipt of the request. Consent to such transfer or assignment will not be unreasonably withheld.
- (E) Such a transfer will be treated as a Discontinuation of existing Service and installation of new Service, and Non-Recurring Installation Charges as stated in this Tariff will apply.

2.8.2 Any permitted transfer or assignment of the Company's Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

2.8.3 This Tariff, in its entirety, shall apply to all such permitted assignees or transferees.

SECTION 2 - RULES AND REGULATIONS (continued)2.9 Use of Service

- 2.9.1 The Company's Service(s) may be used for any lawful purpose within the scope of the Company's certificated authority and consistent with the transmission and switching parameters of the Facilities or Equipment utilized by the Company in the provision of such Service(s).
- 2.9.2 The use of the Company's Service(s) to make calls that might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonable interfere with use by others, is prohibited.
- 2.9.3 Business and residential Customers may not purchase Services for aggregation, sharing, or resale purposes. The Company's Services may not be resold for any purpose unless the Customer is a duly authorized regulated common carrier.
- 2.9.4 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.9.5 The use of the Company's Service(s) without payment for Service(s) or attempting to avoid payment for Service(s) by fraudulent means, devices, or schemes, such as false or invalid numbers, credit cards or phone cards or numbers of such cards, is prohibited.
- 2.9.6 The Company's Service(s) may be denied or Discontinued for nonpayment of charges or for other violations of this Tariff.
- 2.9.7 Any charges for long distance, toll, or other Services are billed to, due from, and payable by the Customer unless billed directly to the Customer by another provider of Services.

SECTION 2 - RULES AND REGULATIONS (continued)2.9 Use of Service (continued)

2.9.8 Prohibited Uses

- (A) The Company's Services shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- (B) The Company may block any signals being transmitted by Customers over its network that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

SECTION 2 - RULES AND REGULATIONS (continued)**2.10 Disclaimer of Warranties and Limitation of Liabilities of the Company**

- 2.10.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in the installation, transmission, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing Service(s) or Facilities, representations, or use of these Services shall, in no event, exceed an allowance equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur, as described in Sections 2.27 et seq.
- 2.10.2 When the Company uses the Facilities of other carriers, the Company is not liable for any act or omission of the other carrier(s).
- 2.10.3 The Company shall not be liable for claim or loss, expense or damage (including, but not limited to, direct, indirect, reliance, consequential, incidental, or special damages or lost revenues or profits), for any interruption, delay, error, omission, or defect in any Service, Facility or transmission provided under this Tariff, if caused by any person or entity other than the Company, its employees, or agents, by any malfunction of any Service or Facility provided by an Underlying Carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control, whether a claim for such liability is premised upon breach of contract, tort, misrepresentation, fraud, or any other theory, and regardless of the foreseeability of such damages.
- 2.10.4 The liability of the Company for damages arising out of the furnishing of its Services including, but not limited to, Service outages, installation, activation, termination, delay, transfers, interruptions, errors or other defects, representations by the Company, or use of the Services or damages arising out of the failure to furnish the Service whether caused by act or omission, shall be limited to the extension of allowances for interruption as described in Sections 2.27 et seq. and shall be the sole remedy of the Customer and the sole liability of the Company.

SECTION 2 - RULES AND REGULATIONS (continued)**2.10 Disclaimer of Warranties and Limitation of Liabilities of the Company (continued)**

- 2.10.5 The Company will not be liable for any direct, indirect, incidental, special, reliance, consequential, exemplary or punitive damages or lost profits suffered by the Customer for any reason whatsoever in connection with or arising out of its provision of Services including, but not limited to, Service outages, installation, activation, termination, interruption, delay, or transfer, whether caused by any act or omission, including, but not limited to, mistake, negligence of the Company's employees or agents, failure to perform or provide any Service, or any failure in or breakdown of Facilities, whether a claim for such liability is premised upon a Deceptive Trade Practices Act, breach of contract, tort, misrepresentation, fraud, or any other theory, and regardless of the foreseeability of such damages.
- 2.10.6 The Company will comply with the Commission's rules pertaining to refunds for overbilling. If a Customer believes that the Company has charged an amount greater than the Company's Tariff, terms and conditions of Service, or Customer-specific contract, the Customer must submit a claim for overpayment to the Company.
- 2.10.7 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- 2.10.8 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Customer-specific identifying codes issued for use with the Company's Services.

SECTION 2 - RULES AND REGULATIONS (continued)**2.10 Disclaimer of Warranties and Limitation of Liabilities of the Company (continued)**

- 2.10.10 The Company shall not be liable for any defacement of or damages to the Premises of a Customer resulting from the furnishing of Service(s) or the attachment of Equipment, instruments, apparatus, and associated wiring furnished by the Company on the Customer's Premises or by the installation or removal thereof, that is not the direct or indirect result of the Company's negligence. No agents or employees of other carriers shall be deemed to be agents or employees of the Company without written authorization by the Company. Customer will indemnify and save the Company harmless from any claims of the owner of Customer's Premises or other third party for such damages.
- 2.10.11 The Company shall not be liable for any delay or failure of Service, Facilities, or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, Interexchange Carriers, suppliers, and subcontractors) or other such cause beyond its reasonable control, including failures or fluctuations in electrical Equipment; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties. Both parties retain all rights of recourse against any third parties for any failures that may create a force majeure condition for the other party.
- 2.10.12 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company's or the Customer's Facilities or Equipment used for or with the Services the Company offers; or (b) for the acts or omissions of Other Common Carriers.

SECTION 2 - RULES AND REGULATIONS (continued)**2.10 Disclaimer of Warranties and Limitation of Liabilities of the Company (continued)**

2.10.13 The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-Provided Facilities or Equipment.

2.10.14 The Company shall use reasonable efforts to make Services available by the estimated Service Commencement Date. The Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated Service Commencement Date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by vendor(s), and any delays due to the inability of any Underlying Carrier to meet such estimated Service Commencement Date that is beyond the Company's control and upon which the Company is relying to provide Service.

2.10.15 With respect to the Services, Facilities, Equipment and materials provided hereunder, the company makes no promises, agreements, understandings, representations or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff and in particular disclaims all warranties of merchantability and fitness for a particular purpose.

2.10.15 Any limitation of liability provision in this tariff is subject to the following:
(A) the Company may not disclaim liability for its own gross negligence or willful misconduct;
(B) inclusion of a limitation of liability provision in this tariff does not prevent a court of competent jurisdiction from:
(i) determining the validity of the limitation of liability provision, or of any exculpatory clause, under applicable law; or
(ii) adjudicating negligence and consequential damage claims.

SECTION 2 - RULES AND REGULATIONS (continued)2.11 Limitations on the Use of Service

2.11.1 Service is offered subject to the availability of the necessary Facilities or Equipment and subject to the provisions of this Tariff. The obligation of the Company to provide Service is dependent upon its ability to procure and maintain Facilities that are required to meet Customer's order for Service. The Company will make all reasonable efforts to secure the necessary Facilities.

2.11.2 The Company reserves the right to limit or to allocate the use of existing Facilities, or Facilities in the process of being acquired by the Company, when necessary because of lack of Facilities, relevant resources, or due to causes beyond the Company's control. In addition, the Company reserves the right to discontinue Service when Customer is using the Service in violation of law or the provisions of this Tariff.

2.11.3 The Company does not undertake to transmit messages, but offers the use of Facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

SECTION 2 - RULES AND REGULATIONS (continued)**2.12 Rendering and Payment of Bills**

- 2.12.1 Service is provided on a monthly (30 day) basis. Initial charges for Monthly Recurring Charges for a partial month will be prorated.
- 2.12.2 Billing of Customers is scheduled monthly. The bill statement date is dependent on the billing cycle assigned to the Customer.
- 2.12.3 Customers will receive bills by one of two methods:
- (A) Customers may be billed directly by the Company.
 - (B) Customers may be billed on the Company's behalf by a third party billing service.
- 2.12.4 A bill will be considered rendered to the Customer after having been deposited in the United States mail for two days with postage prepaid. If the delivery is by other than United States mail, the bill will be considered rendered when delivered to the last known address of the Customer in the Company's billing records.
- 2.12.5 Each Customer's monthly bill will provide detailed information on charges for Services obtained from the Company, including the specific date and time of each call, its duration, place of termination, and charge. Monthly Recurring Charges are billed monthly in advance. Usage charges are billed in arrears.
- 2.12.6 Bills are payable upon receipt and in accordance with the terms of this Tariff. All charges for Services are payable only in United States currency, and may be made by check, money order, or cashiers check.
- 2.12.7 The Customer is responsible for all charges for Services and Facilities furnished by the Company to Customer and to all End Users authorized by Customer, including all calls placed from the Customer's location or by use of the Customer's authorization code(s).

SECTION 2 - RULES AND REGULATIONS (continued)2.12 Rendering and Payment of Bills (continued)

2.12.8 Payments must be sent to the Company's address listed on the bill.

2.12.9 If the Company does not receive payment by the date due, which is thirty (30) days after the later of the billing invoice date or the bill postmark date, the Customer's Account will be considered Delinquent. The Company may impose a maintenance or delinquency fee on Delinquent Accounts per the schedule of rates in Section 2.12.14.

2.12.10 Each bill shall also provide the following information:

- (A) Name and address of Customer;
- (B) Customer's Account number and phone number;
- (C) Itemized charges and taxes;
- (D) Balance forward and balance due;
- (E) Due date;
- (F) A customer service number to call to discuss questions about the bill; and
- (G) Any information needed to comply with the Commission's rules.

2.12.11 For Delinquent Customers whose Service is Discontinued, the Monthly Recurring Charges for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

2.12.12 If the Customer's payment is not received by the due date specified on the bill, the Company, at its discretion, may debit any credit card number provided by the Customer for the full amount of the invoice plus any late charges that may apply.

SECTION 2 - RULES AND REGULATIONS (continued)2.12 Rendering and Payment of Bills (continued)

- 2.12.13 The Customer shall be responsible for payment of all costs of collection of past due amounts, including reasonable attorney's fees incurred by the Company.
- 2.12.14 Unless otherwise prescribed by law, Delinquent Accounts will be charged a one-time late fee of 1.0 percent of the unpaid amount, and a finance charge of 0.0287 percent per day will be applied to the unpaid balance monthly.
- 2.12.15 In the event of any change in the rates or tariffs of the carriers whose Services the Company resells to its Customers, the Company shall revise this Tariff and provide its Customers 30 days' written notice of any effect of such change in the billing rate of or Service provided to the Customer. Unless a Customer notifies the Company in writing of its request for alteration or termination of Services, any new billing rate or Service change shall be deemed accepted and effective the date specified in the Company's notice.

SECTION 2 - RULES AND REGULATIONS (continued)2.13 Billing Dispute Resolution

2.13.1 Questions regarding the Company's Services or charges assessed on a Customer's bill may be directed to the Company's Customer Service Department toll-free at (800) 821-1661 or by mail to:

Mitel NetSolutions, Inc.
885 Trademark Drive
Reno, Nevada 89521

2.13.2 The Company shall investigate the particular case and report the results to the Customer.

2.13.3 During the period that a disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount.

2.13.4 The Customer must pay the undisputed part of the bill, and if the undisputed charges are not paid, the Company may discontinue Service.

2.13.5 In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission. The Company shall provide the Customer with the following information:

Consumer Protection
Regulatory Commission of Alaska
701 West 8th Avenue, Suite 300
Anchorage, Alaska 99501
(800) 390-2782

SECTION 2 - RULES AND REGULATIONS (continued)2.14 Taxes, Fees and Assessments

- 2.14.1 Sales, use, gross receipts, excise or other local, state and federal taxes, charges or assessments, may be imposed on or based upon the provision, sale or use of the Company's Services in accordance with state and federal law. Each state and municipal tax and fee will be listed as a separate line item on the Customer's bill.
- 2.14.2 The Customer is responsible for the payment of any sales, use gross receipts, excise, access or other local, state and federal taxes, assessments, charges or surcharges (including 9-1-1 surcharges) excluding taxes on the Company's net income assessed in conjunction with Service used.
- 2.14.3 To the extent allowed by law, all state and local sales taxes, other taxes, municipal fees, and assessments will be listed as separate items on the Customer's bill and are not included in the Tariff rate(s).
- 2.14.4 Taxes shall be billed to Customers receiving Service(s) within the territorial limits of the state, county, city or other taxing authority assessing the taxes. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. The billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of Service made subject to such tax, charge and/or assessment.
- 2.14.5 It shall be the Customer's responsibility to pay any taxes that become applicable retroactively.

SECTION 2 - RULES AND REGULATIONS (continued)**2.15 Customer Application for Service**

Customers wishing to obtain Service from the Company must execute a Customer Service agreement that includes the Customer's authorization for the Company to instruct other carriers to provide certain Services on the Customer's behalf.

Service will be provided for the term of Service elected by the Customer in the Service agreement it enters into with the Company. Unless the Company receives a written Service termination notice by the Customer on or before 30 days from the end of the agreed Service period, the Services provided hereunder shall continue on a monthly basis until either party shall give the other party at least 30 days' written notice.

2.16 Establishment or Reestablishment of Credit

Applicants may be required at any time to make an advance payment up to an amount equaling two months' actual or estimated charges for the Services to be provided. The Company reserves the right to examine a credit record of all applicants and Customers and refuse Service to Customers that are unable to demonstrate good credit or payment histories. Deposits shall be administered pursuant to Commission rules and this Tariff. Deposits may be retained for up to two years, or longer if the Customer is delinquent in payment more than once in any twelve (12) consecutive month period.

2.17 Equipment

Service(s) and Facilities may be used with or terminated at Customer-Provided Terminal Equipment or Customer-Provided Equipment, such as a telephone set. Such Terminal Equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Equipment that shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as approved by the Federal Communications Commission.

2.18 Installation

Service is installed upon mutual agreement between the Customer and the Company. The Service Agreement does not alter rates specified in this Tariff.

SECTION 2 - RULES AND REGULATIONS (continued)2.19 Customer Service

Company Customer Service representatives are available at (800) 821-1661 to assist with Customer Service and billing inquiries Monday through Friday between 5:00 a.m. - 6:00 p.m., Pacific Time. Customer inquiries may also be addressed in writing to the Company at the address provided in Section 2.13.1. Twenty-four hour emergency service is also available seven days a week by dialing (800) 927-6098.

2.20 Notices

2.20.1 Any notice or demand required of the Company will be effective when it is mailed, properly addressed, with postage prepaid to the Customer at the address listed in the Company's billing records.

2.20.2 Unless otherwise provided by these rules, any notice, including changes of address, from any Customer or his authorized representative must be given by written notice, by mail, to the Company's Business Office:

Mitel NetSolutions, Inc.
7300 W. Boston Street
Chandler, AZ 85226-3229

SECTION 2 - RULES AND REGULATIONS (continued)**2.21 Cancellation of an Application for Service by the Customer**

2.21.1 The Customer may cancel an Application for Service prior to the start of Service. No charges will be imposed except for those specified below.

- (A) The cancellation charge shall be all Non-Recurring Charges reasonably expended by the Company to establish Service to the Customer.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, the Customer's responsibility shall be limited to a charge equal to the costs the Company incurred, less net salvage. In no case shall this charge exceed the sum of the charge for the minimum period of Service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service begun.

2.22 Termination or Discontinuance of Service by the Customer

The Customer is responsible for payment of all charges for Service furnished to the Customer prior to the actual termination of the Customer's Service. In addition, in the event a Customer terminates its Service agreement with the Company prior to the end of the Service period specified therein, the Customer shall pay, in addition to all other charges due for Service provided, a sum equal to the value of any promotional credit awarded the Customer during the term of the agreement.

SECTION 2 - RULES AND REGULATIONS (continued)2.23 Cancellation of an Application for Service by the Company

2.23.1 The Company may discontinue Service or cancel an Application for Service without incurring any liability under the following circumstances:

- (A) Non-payment of any sum owing to the Company;
- (B) For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, credit card numbers or pre-arranged Account code numbers;
- (C) The violation by the Customer of any law, rule or regulation of any governmental authority having jurisdiction over the Service;
- (D) The prohibition against the Company from furnishing Services by order of a court or other governmental authority having jurisdiction; or
- (E) The providing of false or misleading credit information by the Customer.

2.23.2 The Company will provide the Customer written notice of such discontinuance 10 days prior to discontinuance.

SECTION 2 - RULES AND REGULATIONS (continued)2.24 Termination or Discontinuance of Service by the Company

2.24.1 The Company may terminate Service for any of the following reasons:

- (A) Connection of Service without authority;
- (B) Reconnection of Service without authority;
- (C) Where there are instances of tampering with the Company's Equipment, evidence of theft of Service, or other acts to defraud the Company;
- (D) Unauthorized use of telephone utility Equipment in a manner that creates an unsafe condition or creates the possibility of damage or destruction to such Equipment;
- (E) Nonpayment of any undisputed Delinquent charge or bill within the period prescribed in the Company's Tariff;
- (F) Excessive or improper use of Telecommunications Services, or used in such manner as to interfere with reasonable Service to other Customers.
- (G) Failure to substantially comply with terms of a settlement agreement;
- (H) Refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility Equipment;
- (I) Upon material misrepresentation of identify in obtaining telephone utility Service; or
- (J) Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved Tariffs.

SECTION 2 - RULES AND REGULATIONS (continued)2.24 Termination or Discontinuance of Service by the Company (continued)

- 2.24.2 If requested by the Customer, the Company shall provide additional documentation to the Customer stating the reason(s) for termination of Service.
- 2.24.3 The suspension or discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for Service(s) furnished during the time of or up to suspension or discontinuance.
- 2.24.4 Upon the Company's discontinuance of Service to the Customer under this Section, all applicable charges shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff.
- 2.24.5 Residential Service may be discontinued during normal Business Hours on or after the date specified in the Discontinuation Notice. Service shall not be discontinued on a weekend, holiday, or the day before a weekend or a holiday unless the Company's offices are available to facilitate reconnection of Service.
- 2.24.6 The Company will comply with the rules of the Commission pertaining to the Discontinuation of Service

SECTION 2 - RULES AND REGULATIONS (continued)2.24 Termination or Discontinuance of Service (continued)

2.24.7 The Company will not suspend or discontinue Service if the Customer, before the date of suspension or Discontinuation, establishes that suspension or Discontinuation will prevent the Customer from summoning emergency medical help for someone who is seriously ill residing at a residence served by the Company.

- (A) Each time a Customer seeks to avoid Discontinuation of Service under this subsection, the Customer before the date of Discontinuation, shall:
1. Have the person's attending physician (for purposes of this subsection, the term Physician shall mean any public health official, including, but not limited to, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) contact the Company by the stated date of Discontinuation;
 2. Have the person's attending Physician submit a written statement to the Company; and
 3. The Customer must enter into a deferred payment plan with the Company.
- (B) The prohibition against suspension or Discontinuation provided by this subsection shall last 63 days from the issuance of the Company's bill or a shorter period agreed upon by the Company and the Customer or physician.

SECTION 2 - RULES AND REGULATIONS (continued)2.25 Restoration of Service

2.25.1 If Service has been Discontinued for nonpayment or as otherwise provided herein and the Customer wishes Service reinstated, Service shall be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

2.26 Continuity of Service

In the event of the Company's advance knowledge of an interruption of Service for a period exceeding 24 hours, the Company will use its best efforts to notify the Customer in advance by telephone or in writing.

SECTION 2 - RULES AND REGULATIONS (continued)2.27 Allowances for Interruptions in Services

2.27.1 General

- (A) A credit allowance will be given when Service is interrupted, except as specified in Section 2.27.2 following. A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive Telecommunications Services, because of a failure of a component furnished by the Company under this Tariff.
- (B) An interruption period begins when the Customer reports a Service, Facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the Service, Facility or circuit is operative.
- (C) If the Customer reports a Service, Facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its Premises for test and repair by the Company, the Service, Facility or circuit will be considered to be impaired but not interrupted. No credit allowances will be made for a Service, Facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or Customer Trouble Report results from the use of Facilities or Equipment provided by any party other than the Company, including but not limited to the Customer.
- (E) In order to be eligible for a credit allowance for interruptions in individual calls and for reaching wrong numbers, the Customer must notify the Company and furnish the called number, the trouble experienced, the type of service, and the time the call was placed.

SECTION 2 - RULES AND REGULATIONS (continued)2.27 Allowances for Interruptions in Service (continued)

2.27.2 Limitations of Allowances

No credit allowance will be made for any interruption in Service:

- (A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer, Authorized User, or joint user;
- (B) Due to the failure of power, Equipment, systems, connections or Services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company, including interruptions caused by the Customer, Authorized User, or third parties, or Force Majeure events.
- (D) During any period in which the Company is not given full and free access to Facilities and Equipment for the purposes of investigating and correcting interruptions;
- (E) A Service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such Service. If the Service is interrupted, the Customer can get a Service credit, use another means of communications provided by the Company, or utilize another Service provider;
- (F) During any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that Service was affected.
- (I) Non-completion of calls due to busy network conditions.

SECTION 2 - RULES AND REGULATIONS (continued)2.27 Allowances for Interruptions in Service (continued)

- (J) Interruptions caused by the failure of a Private Line Service connected to a Private Line Local Channel Service, or vice versa. In such cases, only the failed portion of the overall Service will be eligible for a credit.
- (K) Interruptions due to the failure of the Company's enhanced services.
- (L) When the Customer elects other available credits, compensation, or remedies under this tariff or the applicable contract for the same interruption or failure.

2.27.3 Use of Another Method of Communications

If the Customer elects to use another means of Telecommunication Services during the period of interruption, the Customer must pay the charges for the alternative Service used.

2.27.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. The Customer will receive a credit only for those Services or Facilities on the interrupted portion of the circuit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

SECTION 2 - RULES AND REGULATIONS (continued)

2.27 Allowances for Interruptions in Service (continued)

(D) Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to, but not including, 3 hours	1/10 Day
3 hours up to, but not including, 6 hours	1/5 Day
6 hours up to, but not including, 9 hours	2/5 Day
9 hours up to, but not including, 12 hours	3/5 Day
12 hours up to, but not including, 15 hours	4/5 Day
15 hours up to, but not including, 24 hours	One Day

(E) Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

(F) Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

SECTION 2 - RULES AND REGULATIONS (continued)**2.28 Customer Liability for Fraud and Unauthorized Use of the Network**

- 2.28.1 The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of Services or a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- 2.28.2 A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the network and to have the charges for such calls billed to the Customer's Account.
- 2.28.3 An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- 2.28.4 The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss or theft.
- 2.28.5 The Customer is responsible for payment of all charges for Calling Card Services furnished to the Customer or to users authorized by the Customer to use Service provided under this Tariff, unless the charges are due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer-Provided Equipment by third parties, the Customer's employees, or the public.
- 2.28.6 The Customer's liability for unauthorized use of the network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or Services obtained by the Unauthorized User before notification to the Company.

SECTION 2 - RULES AND REGULATIONS (continued)2.29 Voice Long Distance Service Interruptions

When the following interruptions or failures occur, Section 2.27 will apply and a credit allowance will be limited for the usage charge for the applicable call(s):

Interruptions in individual voice calls because of
Poor transmission (e.g., noisy circuit condition),
One-way transmission (one party is unable to hear the other), or
Involuntary disconnection (cut-off) of the call caused by the Company.

For outbound (originating) voice calls only, reaching the wrong number.

SECTION 3 - DESCRIPTION OF SERVICE3.1 Call Timing for Usage Sensitive Services

Where charges for a Service are specified based on the duration of use, such as the duration of a long distance telephone call, the following rules apply:

- 3.1.1 Calls are timed and measured by the Underlying Carrier whose Services are resold by the Company, in accordance with its own Tariff.
- 3.1.2 Calls are measured in durational increments identified for each Service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.1.3 Timing on completed calls begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.1.4 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier. If the called station "hangs up" but the calling station does not, chargeable time ends when the automatic timing equipment in the network releases the connection.
- 3.1.5 When the Company's Services are directly connected to Customer-Provided Equipment at the Customer's Premises, chargeable time begins when a call terminates in, or passes through, the first Customer Equipment on that Customer provided communications system.
- 3.1.6 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.1.7 All times refer to local time of the calling party.

SECTION 3 - DESCRIPTION OF SERVICE (continued)3.2 Rate Period Overlap

Calls that overlap rate periods will be rated in relation to the amount of minutes that correspond to each rate period.

3.3 Minimum Call Completion Rate

The Company's network is engineered for network blockage purposes to a P.01 grade of service.

SECTION 3 - DESCRIPTION OF SERVICE (continued)3.4 WATS and Toll-Free Service Offerings

3.4.1 Direct Dial WATS/Day and Night Service

Basic "1+" direct dialed intrastate Telecommunications Service available in all equal access areas for use by subscribers 24 hours a day.

Calls are charged on a flat-rated, per minute of use basis, with peak and off-peak periods. Billing for this Service is calculated in six -second increments with an 18 second minimum call period.

One to five-digit accounting codes are available to enable Customers to easily track calls by project, client, department or other accounting group. A travel card is available to Customers at no extra charge.

3.4.2 T-1 WATS Service

Interexchange Service utilizing dedicated T-1 access for high volume Customers. Calls are charged on a flat-rated, per minute of use basis, with peak and off-peak periods. 24 separate access lines provide the capability of handling 24 simultaneous calls. Billed in six-second increments, with an 18 second minimum. Account and security codes are available.

SECTION 3 - DESCRIPTION OF SERVICE (continued)3.4 Service Offerings (continued)

3.4.3 Non-Dedicated Toll Free Service

This in-bound toll Service permits calls to be completed at the subscriber's location without charge to the calling party. Calls are charged on a flat-rated basis with peak and off-peak periods. Access to this Service is gained by dialing a 10-digit telephone number (800 or 888-NXX-XXXX) that will terminate at the subscriber's location. Toll Free access is available from anywhere in the United States.

The subscriber may elect to permit calls to originate from any location within the state or may geographically restrict access based on the caller's area code.

Calls are originated and terminated via normal shared use Facilities. The intrastate charge for switched Toll Free Service is a fixed rate per minute. Billed in six-second increments, with an 18 second minimum.

3.4.4 T-1 Toll Free Service

Toll Free flat usage-based rated Service utilizing dedicated T-1 access for high volume Customers. Calls are charged on a flat-rated, per minute of use basis, with peak and off-peak periods. Calls are billed in six-second increments, with an 18-second minimum. Special features include Route Advance, Dialed Number Identification Service, Area Code and Exchange Routing, Time Routing, Area Code Selection, and Automatic Number Identification.

SECTION 3 - DESCRIPTION OF SERVICE (continued)**3.5 Long Distance Services**

3.5.1 Long Distance Services are available from the Company pursuant to terms, conditions, regulations and rates as provided for in this Tariff. Service is available for use by Customers twenty-four (24) hours a day. The Company's Long Distance Service enables a User of an Exchange access line to place calls to any station on the Public Switched Telephone Network bearing an NPA-NXX designation associated with points outside the Customer's Local Calling Area. Customers must arrange for Long Distance Service from the Interexchange Carriers of their choice. Customers may choose the Company as their carrier for Long Distance calls.

3.6 Carrier Presubscription

3.6.1 Carrier Presubscription is a procedure whereby a Customer designates the Interexchange Carrier that the Customer wishes to be the carrier of choice for toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.6 Carrier Presubscription (continued)

3.6.2 Reserved for future use.

SECTION 3 - DESCRIPTION OF SERVICE (continued)3.6 Carrier Presubscription (continued)

3.6.3 Rules and Regulations

- (A) Customers of record will retain their Primary Interexchange Carrier(s) until they request that their dialing arrangements be changed.
- (B) Customers may change their selected presubscribed Interexchange Carrier at any time, subject to charges specified in this Tariff.

3.6.4 Carrier Presubscription Charges

(A) Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in this Tariff, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in carriers with the same order will be assessed a single charge per line.

SECTION 3 - DESCRIPTION OF SERVICE (continued)**3.7 Special Features**

3.7.1 The following special features are available with Non-Dedicated Toll Free and Dedicated Toll Free Service:

- (A) Enhanced Toll Free Routing - Routing is available to improve call handling efficiency and productivity by allowing the Customer to route traffic by service group, area code, time of day, day of week and day of the year.
- (B) Area Code Selection - Area Code Selection allows a Customer to geographically restrict access to its Toll Free number based on the call's area code.

3.7.2 The following special features are available with Dedicated Toll Free Service:

- (A) Route Advance - Route Advance ensures that all calls are answered during peak calling periods by overflowing to the Customer's local business lines.
- (B) Uniform Call Distribution - Uniform Call Distribution (UCD) enables a Customer's operators to work more efficiently by evenly distributing Toll Free calls over all lines in a service group.
- (C) Dialed Number Identification - Dialed Number Identification Service permits multiple Toll Free numbers to terminate on the same service group to increase the efficiency and cost effectiveness of each service group. The Customer's operators can provide more personalized customer service because they immediately know the 800 number the caller has dialed.

SECTION 3 - DESCRIPTION OF SERVICE (continued)3.8 Calling Card Service

The Company's Calling Card Service can be used for domestic or international calling at locations other than the Customer's Premises. Calling card calls can be placed from rotary and touch-tone phones. Multiple calls may be placed using the # button on a touch-tone phone. A scrambled 14-digit code provides security and lessens the chance for code abuse. A misdialed/correction feature permits fast, easy correction of misdialed numbers. Call detail is provided in conjunction with Calling Card Service and permits the Customer to monitor usage. The Company will replace lost or stolen cards quickly and at no charge to the Customer. Calls are billed in 60-second increments.

SECTION 3 - DESCRIPTION OF SERVICE (continued)**3.9 Operator and Directory Assistance**

The Company does not provide operator or directory assistance services.

3.10 Special Promotions

3.10.1 The Company may, from time to time, engage in special promotional trial Service offerings of limited duration designed to attract new Customers or to increase Customer awareness of a particular Tariff offering.

3.10.2 These promotional offerings may only apply to certain Services and may be limited to specific dates, times and locations.

3.10.3 Except for the rates charged under special promotions offerings, all other terms and conditions of Service contained in this Tariff will apply to such Service offerings.

3.10.4 Promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Company's Tariff as an addendum to the Company's price lists.

3.11 Competitive Pricing Promotions

3.11.1 The Company may, at its discretion, match certain standard or promotional offerings of other companies in order to acquire new Customers or to retain existing Customers. The Customer must demonstrate to the Company's satisfaction that 1) an alternative Service offering is valid and currently available from a competing company and 2) the Customer intends to either subscribe or remain subscribed with the competing company.

SECTION 3 - DESCRIPTION OF SERVICE (continued)**3.12 Individual Case Basis Pricing**

3.12.1 Individual Case Basis (ICB) Pricing is a service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

3.12.2 Rates, terms or conditions for Services may be determined on an Individual Case Basis and determined by contract between the Company and the Customer.

3.12.3 Customer-specific contracts may include, but are not limited to:

- (A) High Speed Private Line Services;
- (B) Customized Services that are unique because of size or configuration;
- (C) Customer volume or revenue commitments for which the Company must meet competitive demands of the marketplace
- (D) Any other Service for which the Company has authority to enter into Customer-specific contracts pursuant to the Commission's rules.

3.12.3 The Company will comply with the Commission's rules pertaining to ICB contracts.

SECTION 4 - RATES

4.1 Rate Applicability

This Tariff is applicable to all Customers.

4.2 Rate Periods

Peak Rate Period: Monday-Friday, 8:00 a.m. - 5:00 p.m.

Off-Peak Rate Period: All time periods not included in Peak Period

4.3 Uncompleted Calls

No charge will be incurred for calls where there is a busy signal, or no answer from the called party.

4.4 T-1 and PRI Service

Service	NRC	MRC
T-1 (0 to 30 miles)	\$995.00*	\$300.00
T-1 (over 30 miles)	ICB	ICB
PRI	\$995.00*	\$500.00

* T-1 and PRI non-recurring charges are waived if the Customer enters into a 2 or 3 year contract with the Company

4.5 Expedite Fees

11-14 Business Days	\$750.00
15-21 Business Days	\$500.00

SECTION 4 – RATES (continued)

4.6 WATS and Toll-Free Rates and Charges

	<u>Service Type</u>	<u>All charges in dollars per minute</u> <u>Rate</u>
4.6.1	Direct Dial WATS/ Day and Night Service	\$0.35
4.6.2	T-1 WATS Service	\$0.31
4.6.3	Non-Dedicated Toll Free	\$0.35
4.6.4	T-1 Toll Free Service	\$0.31

4.7 Intrastate Long Distance Services

4.7.1	Intrastate Switched Long Distance	\$0.35
4.7.2	Intrastate Dedicated Long Distance	\$0.31
4.7.3	Intrastate Calling Card Long Distance	\$0.35

4.8 Carrier Presubscription Charges

Non-Recurring Charges
Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$ 5.00
Additional Line, Trunk or Port	\$ 5.00

SECTION 4 – RATES (continued)

4.9 Special Features

The Company offers ICB prices for the Services listed below. At such time as the prices are established, they will be listed in this Tariff.

Enhanced Toll-Free Routing
 Area Code Selection
 Route Advance
 Uniform Call Distribution
 Dialed Number Identification

Non-Verified Account Codes No charge

For Toll Free Services, there is a one-time charge of \$135.00 for selection of one or more originating area codes. The charge remains the same regardless of the number of area codes chosen. There is also a \$135.00 one-time charge to change an existing area code selection plan. The charge remains the same regardless of the number of area codes changed.

Security Codes	(verified account codes):
1-50 codes	\$ 5.00
51-200	\$10.00
201+	\$25.00

For Security Codes, there is a one-time charge of \$15.00 for installation and per change/day charge of 15.00.

4.10 Operator and Directory Assistance

The Company does not provide operator or directory assistance services.

SECTION 4 – RATES (continued)4.11 Special Promotions

Reserved for future use.

4.12 Competitive Pricing Promotions

The Company may, at its discretion, match certain standard or promotional offerings of other companies in order to acquire new Customers or to retain existing Customers. The Customer must demonstrate to the Company's satisfaction that 1) an alternative Service offering is valid and currently available from a competing company and 2) the Customer intends to either subscribe or remain subscribed with the competing company. Any Competitive Pricing Promotions will be listed in this Tariff and will comply with regulations specified in 3 AAC 52.376.