

## DOMESTIC TOLL-FREE SERVICE

### 1.0 Description of Toll-Free Service

Toll-Free Service ("Service") is an inward calling service, provided via dedicated or switched access, which allows a call to be terminated at a Customer's premises, without charge to the calling party. Service is accessed via a caller's dialing a Toll-Free Prefix that results in the call being routed to, and terminated at, the Customer's premises. Additional applicable definitions may be accessed and viewed under "Additional Definitions", if applied.

### 2.0 Call Commencement

For billing purposes, a call begins when call termination is received by, or passes through, Customer Premises equipment. It is the Customer's obligation to provide appropriate answer supervision to VTX. If Customer fails to provide appropriate answer supervision, VTX may suspend or terminate the Service after providing Customer with at least three (3) days prior notice of its intent to suspend or terminate Service for non-compliance.

### 3.0 Call Measurement

The duration of a call for billing purposes will be rounded to the next higher increment. Fractional cents will be rounded to the next higher cent.

### 4.0 Call Minimum Requirement

If more than ten (10) percent of Customer's completed calls during a monthly billing period are less than thirty (30) seconds in duration, a charge of \$0.01, in addition to the contracted per-minute rate, will apply to all the Customer's completed calls.

### 5.0 Payment Liability

Customer is liable to VTX for the payment of all charges associated with its Toll-Free Service, including unauthorized calls made to or via the Customer's location. Customer has sole responsibility for maintaining, if desired, the security of any Toll-Free Service number assigned to it.

### 6.0 Prohibition and Limitations

Customers (including carrier customers) are prohibited from using any telephone numbers beginning with an 800/888/877 service code, or any other number advertised or widely understood to be Toll-Free, in a manner that would result in: (a) the calling party or the subscriber originating line being assessed any fee or charge by virtue of completing the call; (b) the calling party being connected to a pay-per-call service; (c) the calling party being charged for information conveyed during the call unless the calling party has a presubscription or comparable arrangement; or (d) the calling party being called back collect for the provision of audio or data information services, simultaneous voice conversation services, or products. The Customer shall be afforded a period of no less than seven (7) days and no more than fourteen (14) days during which a violation may be brought into compliance. Toll-Free Service not in compliance with the above regulations at the expiration of such period may be terminated immediately.

### 7.0 Adequate Access Lines Requirement

Customer must obtain an adequate number of access lines associated with the Toll-Free Service to handle the Customer's expected demand in order to prevent interference or impairment of this Service, or any other service(s) provided by VTX, taking into account: (1) call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling periods. VTX, without incurring any liability, may disconnect or refuse to furnish the Toll-Free Service to any Customer that fails to comply with these conditions. In case of disconnection, the Customer will be notified at least five (5) days in advance of the disconnection. The Customer will be responsible for all charges incurred as well as any access charges VTX may incur as a result of the Customer's failure to comply with the above conditions.

### 8.0 Responsible on Charges

Customer is responsible for all the charges of all calls placed to the Customer's Toll-Free Service including network-blocked calls. Applicants for Toll-Free Service may be required to supply the following information when requesting the Service:

- Initial traffic forecast.
- Identification of its geographic marketing target areas.
- Schedule of marketing and promotional activities.

A new appendix forecast shall be submitted quarterly after the Service is initiated.

## **9.0 RespOrg Change Request**

The RespOrg Change Request may be denied if Customer accumulates the past due amounts, including unpaid or disputed, for more than \$500.00 of the Toll-Free Service charges, the Company or the Company RespOrg reserves the right not to honor Customer's request until such dispute is resolved or undisputed charges are paid in full.

## **10.0 Reservation and Assignment of Toll-Free Telephone Numbers**

A prospective Customer may request up to ten (10) specific 800/888/877/866 service telephone numbers. If any requested number can be assigned to the prospective Customer, VTX will notify the Customer and reserve the number for a fifty-nine (59) day period. If, at the end of the fifty-nine (59) day period, the prospective Customer has not subscribed to VTX Toll-Free Service using the reserved number, VTX may make the reserved number available for use by another Customer.

## **11.0 Ownership Interest in Toll-Free Telephone Numbers**

Nothing in the Agreement, including any applicable tariff, or in any marketing materials issued by VTX shall be construed to confer in VTX any ownership or other proprietary interest in any particular 800/888/877/866 telephone number that is superior to the Customer's interest in the telephone number. Customer may port or carry an assigned Toll-Free telephone number from VTX to another underlying service provider or from another underlying service provider to VTX. The criteria used to determine the status of Toll-Free telephone numbers shall be established by the Federal Communications Commission or an entity to who delegates such authority. VTX will not reserve any toll-free number unless there is an actual subscriber for whom the number is being reserved, nor will it allow a Customer to: (a) acquire more toll-free numbers than it intends to use, or (b) sell Toll-Free numbers for a fee.

## **12.0 Acting as RespOrg**

Upon receipt and verification of a Customer request, VTX, acting in the capacity of a RespOrg, will reserve, assign, activate or change 800/888/877/866 numbers for a Customer or prospective Customer and will administer 800/888/877/866 numbers in accordance with customary industry standards and practices, the terms of any applicable Tariff, and the effective procedures of the 800/888/877/866 Service Management System (SMS) database administrator. Customer may request, reserve, assign or activate 800/888/877/866 numbers for itself or, if engaged in resale, for its carrier customers. A Customer who resells VTX Toll-Free Service must provide to its carrier customers or prospective customers, upon reasonable request, information concerning the status of a particular 800/888/877/866 number or number(s) in which the customers or prospective customers have indicated interest and, if applicable and available, the identity of the RespOrg(s) for such 800/888/877/866 number(s). Customer must notify VTX within forty-eight (48) hours so VTX may release the 800/888/877/866 numbers to the pool of numbers for assignment in accordance with standard industry practices.

## **13.0 Ownership, Use and Assignment of Toll-Free Telephone Numbers**

800/888/877/866 numbers are incidental to the furnishing of Toll-Free Service and, as such, may not be sold, transferred, or otherwise conveyed separate from the Service with which they are associated. The assignment of an 800/888/877/866 telephone number for use with the Service confers no proprietary interest whatsoever in the number(s) assigned. Customer may not acquire a 800/888/877/866 number for the primary purpose of selling, brokering, bartering, or releasing the number to a third party independent of the VTX Service with which it is associated. If VTX discovers a Customer or prospective Customer is attempting to sell or otherwise transfer or assign an 800/888/877/866 number to another person, VTX may: (a) without notice, release the number from reserved status; (b) with written notice, discontinue the furnishing of Service to Customer; or (c) with written notice, discontinue the furnishing of Service via a particular 800/888/877/866 number. Under no circumstance will any forfeited telephone number be reserved or reassigned to the Customer from whom it was recovered.

## **14.0 Actual and Substantial Use of Telephone Numbers Associated with The Toll-Free Service**

Customer must place each 800/888/877/866 Service telephone number into actual and substantial use. If Service involving a telephone number is made available to a Customer and Customer has failed to place Service into actual and substantial use during the six-month period immediately following its availability, or, if during any Service Term, the Customer has not actually and substantially used the available Service for any consecutive six-month period, VTX may discontinue the Service after furnishing written notice to Customer regarding such non-use and, thereafter, Customer fails to place the Service into actual and substantial use during the three-month period immediately following the rendition of notice. "Actual and substantial use" shall mean a pattern of use that discloses an intention on the part of the Customer to use the Service.