

## **MESSAGE TOLL SERVICE (Dedicated, Dial Tone, Switched Long Distance Services)**

### **1.0 Description of Service**

The Message Toll Service (MTS) is a direct dialed communications service that is available for use by customers twenty-four (24) hours a day, seven (7) days per week, pursuant to various Rate and Calling Plans offered by the Company. Customers may originate MTS calls from locations served by the Company within the United States and may terminate them throughout the United States and in international locations served by the Company. Operator Assistance, Calling Card, Toll Free and Directory Assistance services are available to MTS Customers according to the terms and conditions, including rates and charges, applicable to those offerings. Additional applicable definitions may be accessed and viewed under "Additional Definitions."

### **2.0 Calculation of Chargeable Time**

Criteria applicable to the timing of MTS calls for billing purposes are set as follows:

- a. Chargeable time will begin when a connection is established between the calling and the called station.
- b. Chargeable time will end when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time will end when the network connection is released as a result of the operation of automatic timing equipment in the network.
- c. Chargeable time will not include any time lost due to a faulty or defective connection.
- d. 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.
- e. Unless otherwise indicated, calls will be billed in one (1) minute increments.

### **3.0 Assignment of Telephone Numbers**

- 3.1 Telephone Number Assignment: The assignment of telephone numbers associated with the Service will be made at the discretion of VTX. Customer will acquire no property right in any VTX-assigned telephone number or any other call number designation associated with the Service. If the Service requires VTX to obtain a telephone number on Customer's behalf, VTX will make a good faith effort to procure the number requested by Customer from the North American Numbering Plan Administrator, although success in such an effort is not guaranteed. If any telephone number requested by Customer is within a geographic area subject to federal and/or state governmental number conservation measures, VTX may be unable to obtain the number. Upon request, Customer will provide to VTX and any federal or state governmental agency information regarding Customer's assignment of any intermediate telephone number(s) to a third party. Whenever it deems to be necessary in the conduct of its business or, otherwise, as required by regulation, VTX may assign, designate or change telephone numbers, any other call number designations associated with the Service, or VTX Service Central Office prefixes associated with such numbers.
- 3.2 Additional Telephone Numbers: If Customer anticipates its needs of growing for the Service, Company may, upon received the request by Customer, reserve telephone numbers for a maximum period of forty-five (45) days ("Reservation Period.") Customer must place the reserved numbers in use before the end of the Reservation Period, or such numbers will be restocked into VTX's inventory of numbers to make available for others. No extension or renewal of the Reservation Period will be permitted. Company will attempt to reserve any specific telephone numbers requested by Customer, although success in such an effort is not guaranteed. Whenever it deems to be necessary in the conduct of its business or, otherwise, as required by regulation, VTX may substitute different telephone numbers for those requested by and/or reserved for the Customer.

### **4.0 Directory Listings**

Customer subscription to the Service will entail the publication of Customer information in certain telephone directories. Customer shall allow VTX to provide such information for publication as VTX reasonably determines is necessary or useful. VTX shall not be liable for any damages, whether direct, indirect, special, consequential, or otherwise, relating to errors, omissions, or failures in connection with its submission or use of Customer information for directory publication.

### **5.0 International Wireless Traffic Terminations**

For long distance traffic, these terms and conditions apply to wire line terminations, unless otherwise explicitly stated in writing by VTX. VTX shall have no obligation to terminate international long distance traffic to NXX Codes or numbers assigned to mobile wireless end users' phones or equipment but, if VTX chooses to terminate such calls, it will establish the

terms and conditions, including rates and charges, for such calls after ascertaining its costs in completing them. The rates and charges established for such calls shall apply retroactively, and Customer will be required to pay for Service at such rates and charges upon invoicing. VTX may modify its international long distance rates and charges, wireless or wire line, upon five (5) days notice to Customer, after which Customer will be required to pay such modified rates unless Customer elects to terminate the affected international Service within thirty (30) days after the date it receives notice. If Customer chooses to terminate its international Service within this thirty (30) day period, the modified rates shall apply beginning on the fifth (5th) day following the date of notice.

#### **6.0 Traffic Origination/Termination and Jurisdictional Distribution Requirements**

To receive Agreement and Plan rates and charges without an additional payment obligation, Customer must satisfy the following during each monthly billing period or pro-rated portion thereof (an "Applicable Period"):

- a. at least eighty percent (80%) of the Customer's domestic toll Service minutes must traverse Access Service, both originating and terminating, furnished by a Regional Bell Operating Company (RBOC); and
- b. Customer's traffic must conform with information provided to VTX with respect to Customer's type of traffic, transmission format or traffic mix, and may not consist of geographically restricted traffic, *e.g.*, intrastate calls, targeted at the Company for handling.

If either of these requirements is not satisfied during any Applicable Period, VTX may adjust the Customer's rates after providing five (5) days notice of the rate adjustments to take effect on the sixth (6th) day following the Customer's receipt of notice. Customer thereafter may terminate the affected Service, without incurring any termination charge, by furnishing written notice to VTX within thirty (30) days of its receipt of VTX's notice of rate adjustments. If Customer does not provide written notice to VTX electing to terminate the affected Service within such time frame, Customer shall be deemed to have waived its right to such election. Even if Customer elects to terminate the affected Service, Customer shall still be responsible for paying the adjusted rates up to and including the final termination date.