

**Regulations rates and schedule  
Of charges applicable to  
International message telecommunications services  
Furnished between points in the United States  
And international points**

**By**

**Kaplan telephone company, Inc.**

**As provided for herein**

Pursuant to the FCC's Report and Order in *2000 Biennial Review, Policy and Rules Concerning the Interstate, International Interexchange Marketplace*, IB Docket No. 00-202, FCC 01-93, released March 20, 2001, this tariff is cancelled in its entirety, effective July 31, 2001. Information regarding rates, terms and conditions can now be found at 110 North Irving Avenue, Kaplan, LA 70548, and also at <http://www.kaplantel.net>. For further assistance, please contact Louisiana Competitive Telecommunications, Inc either via phone by calling 337-643-3636 or via e-mail at [kaplan@kaplantel.net](mailto:kaplan@kaplantel.net).

CHECK SHEET

The title page and pages 1 through 24 inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

EXPLANATION OF SYMBOLS

- (C) - To signify changed regulation
- (D) - To signify discontinued rate of regulation
- (I) - To signify increase
- (M) - To signify matter relocated without change
- (N) - To signify new rate or regulation
- (R) - To signify reduction
- (S) - To signify reissued matter
- (T) - To signify a change in text but no change in rate or regulation
- (Z) - To signify a correction

## 1. General

### 1.1 Application of Tariff

- 1.1.A. This Tariff contains the regulations and rates applicable to the provision of International Message Telecommunications Service, hereinafter referred to as "Service", by Louisiana Competitive Telecommunications, hereinafter referred to as the "Company", from its points of presence to international points, as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.
- 1.1.B. The provision of such Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

### 1.2 Definitions

Certain terms used throughout this Tariff are defined as follows:

#### 1.2.A. Application for Service

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

#### 1.2.B. Authorization Code

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

#### 1.2.C. Commission

The Federal Communications Commission.

#### 1.2.D. Company

Louisiana Competitive Telecommunications unless the context indicates otherwise.

#### 1.2.E. Customer

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

## 1. General (Cont'd)

### 1.2 Definitions (Cont'd)

#### 1.2.F. Customer Provided Equipment

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

#### 1.2.G. Dialed Access

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

#### 1.2.H. International Message Telecommunications Service (IMTS)

The term "" denotes the furnishing of station-to-station direct dial international switched network services to the Customer for the completion of international voice and dial up low speed data transmissions over voice grade channel from the Company's Points of Presence to international points as specified herein.

#### 1.2.I. Local Exchange Carrier (LEC)

A telephone company which furnishes local exchange services.

#### 1.2.J. Measured Usage Charge or Measured Charge

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

#### 1.2.K. Premise

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

#### 1.2.L. Service

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

## 2. Rules and Regulations - International Message Telecommunications Services

### 2.1. Undertaking of the Company

#### 2.1.A. Scope

The Company is a carrier providing international communications services to Customers for their direct transmission of voice, data and other types of telecommunications as described in this Tariff between points in the United States and international points described in this Tariff.

#### 2.1.B. Limitations

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

### 2.2. Obligations of the Customer

- 2.2.A. All Customers assume general responsibilities in connection with the provision and use of the Company's Service. General responsibilities are described in this Section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.
- 2.2.B. The Customer is responsible for the payment of all charges for any and all Services or facilities provided by the Company to the Customer.
- 2.2.C. Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.
- 2.2.D. The Company reserves the right to discontinue the use of any code provided to the Customer and to substitute another code for such Customer's use.
- 2.2.E. The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.
- 2.2.F. Nothing contained herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.

## **2. Rules and Regulations - International Message Telecommunications Services (Cont'd)**

- 2.2.G. The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.
- 2.2.H. The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for telecommunications services and/or facilities connecting the Customer and the Company.
- 2.2.I. In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of this Tariff against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.
- 2.2.J. The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:
  - 2.2.J.1. Using the Service for any purpose which is in violation of any law.
  - 2.2.J.2. Obtaining or attempting to obtain Services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.
  - 2.2.J.3. Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.
  - 2.2.J.4. Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.
  - 2.2.J.5. Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.
- 2.2.K. The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68, and for all maintenance of such equipment and/or facilities.

## 2. Rules and Regulations - International Message Telecommunications Services (Cont'd)

### 2.3. Liabilities of the Company

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

### 2.4. Service Orders

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

- 2.4.A. Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.
- 2.4.B. Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from (A) above.
- 2.4.C. The amount of toll service usage the Customer was billed for the two (2) months immediately preceding the request for Service if such information is applicable and available.

## 2. Rules and Regulations - International Message Telecommunications Services (Cont'd)

### 2.5. Charges and Payments for Service or Facilities

#### 2.5.A. Deposits

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

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

2.5.A.3. Interest will be paid by the Company on all sums held on deposit at the rate established annually by the State Public Service Commission for customer deposits. The interest will be accrued for the period during which the deposit is held by the Company. Interest shall be credited annually toward current billing with the designation on the phone bill that the credit is by reason of earned interest.

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

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

2.5.A.6 At the time a deposit is required, the company shall provide written information about deposits to Applicants for or customers of business or residential service. This information will include:

1. The circumstances under which the company may require a deposit, or request an additional deposit.
2. How a deposit is calculated.
3. The amount of interest paid on a deposit and how it is calculated.
4. The time frame and requirement for return of the deposit to customer.

## 2. Rules and Regulations - International Message Telecommunications Services (Cont'd)

### 2.5. Charges and Payments for Service or Facilities (Cont'd)

#### 2.5.A. Deposits (Cont'd)

- 2.5.A.7. The company will keep records to show:
- a. The name and address of each depositor.
  - b. The amount and date of the deposit.

A record of each unclaimed deposit will be maintained for five (5) years, during which time the company will make a reasonable effort to return the deposit.

#### 2.5.B. Description of Payment and Billing Periods

2.5.B.1. Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company. Failure to receive a bill or disconnect notice does not relieve the customer of the responsibility for payment provided the company has followed procedures for proper customer notification.

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

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

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

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

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

## **2. Rules and Regulations - International Message Telecommunications Services (Cont'd)**

### 2.5. Charges and Payments for Service or Facilities (Cont'd)

#### 2.5.D. Payment and Late Payment Charge

2.5.D.1 Payment will be due as specified on the Customer bill, within 25 days after the billing date. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due.

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

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

#### 2.5.E. Returned Check Charge

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth herein. Such charges will be applicable on each occasion when a check is returned or not processed.

#### 2.5.F. Suspension or Termination for Nonpayment

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

## **2. Rules and Regulations - International Message Telecommunications Services (Cont'd)**

### 2.5. Charges and Payments for Service or Facilities (Cont'd)

#### 2.5.G. Credit Allowances/Service Interruptions

- 2.5.G.1. Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- 2.5.G.2. Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
- 2.5.G.3. The Customer shall notify the Company of failures of Service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
- 2.5.G.4. Only those portions of the Service or equipment operation disabled will be credited.
- 2.5.G.5. Any credit provided to the Customer under this Tariff shall be determined in accordance with the provisions of Section 2.5.H.

## 2. Rules and Regulations - International Message Telecommunications Services (Cont'd)

### 2.5. Charges and Payments for Service or Facilities (Cont'd)

#### 2.5.H. Service Interruption Measurement

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

A period of time less than twenty-four (24) hours shall not be credited. In no case shall the credit exceed the total monthly charges. No adjustments will be made for periods of noncontinuous interruptions, and no other liability shall attach to the Company in consideration of such interruption to Service.

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

## 2. Rules and Regulations - International Message Telecommunications Services (Cont'd)

### 2.6. Termination or Denial of Service by Company

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

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

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

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

## 2. Rules and Regulations - International Message Telecommunications Services (Cont'd)

### 2.7. Special Services

#### 2.7.A. General

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

#### 2.7.B. When Applicable

Special Services rates apply in the following circumstances:

- 2.7.B.1. If at the request of the Customer, the Company obtains facilities not normally used by the Company to provide Service to its Customer;
- 2.7.B.2. If at the request of the Customer, the Company provides technical assistance not normally required to provide Service;
- 2.7.B.3. Where special signaling, conditioning, equipment, or other features are required to make Customer Provided Equipment compatible with the Company's Service;
- 2.7.B.4. When, at the specific request of the Customer, installation by the Company or its agents and/or routine maintenance is performed outside of the regular business hours.
- 2.7.B.5. If installation and/or routine maintenance is extended beyond normal business hours at the request of the Customer and these circumstances are not the fault of the Company, Special Service charges may apply. Such circumstances include, but are not limited to: stand-by in excess of one hour, weekend, holiday or night time cutover, and additional installation testing in excess of the normal testing required to provide Service.

## **2. Rules and Regulations - International Message Telecommunications Services (Cont'd)**

### **2.7. Special Services (Cont'd)**

#### **2.7.C. Cancellation**

If a Customer orders Service requiring special facilities dedicated to the Customer's use and then cancels its order before the Service begins, before completion of any minimum Service periods associated with such special facilities ordered by the Company or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be made to the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such Service provided, the nonrecoverable cost of such construction shall be borne by the Customer.

### **2.8. Special Pricing Arrangements**

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

### **2.9. Special Construction**

All rates and charges quoted in this Tariff provide for the furnishing of a Service when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. When the revenue to be derived from the Service does not warrant the Company assuming the unusual costs of providing the necessary construction, the Customer may be required to pay all or a portion of such costs and to contract for the service for a sufficient period to warrant the construction, depending upon the circumstances in each case. The Company's charges for such special construction shall follow the same guidelines for establishing charges for Special Services as described in Section 2.7 of this Tariff.

## 2. Rules and Regulations - International Message Telecommunications Services (Cont'd)

### 2.10. Inspection, Testing and Adjustment

- 2.10.A. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation or maintenance of the Customer's or the Company's equipment or connecting facilities. The Company may interrupt Service at any time, without penalty or liability to itself, where necessary to prevent improper use of Service, equipment, facilities, or connections.
  
- 2.10.B. Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for its maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds four (4) hours in length.

### 2.11. Operator Services

- 2.11.A. Operator Services will not be provided by the Company as part of the Service furnished by the Company.

Effective Date: February 24, 1999

### 3. General Classification and Description of the Company's Service - International Message Telecommunications Services

#### 3.1 Service Points

3.1.A. The Company provides originating Service from domestic points in the United States to international points identified in Section 4.3.

#### 3.2 Measurements

##### 3.2.A. Time-of-Day Rate Period

Time-of-Day Rate Periods are reflected in the rates found in Section 4, herein.

##### 3.2.B. Holiday Rates

Rates applicable on certain holidays.

\* New Year's Day                      \* Labor Day                      \* Christmas Day  
\* Independence Day                      \* Thanksgiving Day

On Christmas Day, New Year's Day, Thanksgiving Day, Independence Day, and Labor Day, or on resulting legal holidays Christmas Day, New Years Day or Independence Day holiday fall on dates other than December fall on dates other than December 25, January 1, or July 4, the holiday rate applicable is the evening rate, unless a lower rate would normally apply.

#### 3.3 Timing of Calls

3.3.A. Calls are timed by the Company in six (6) second increments, and billed in sixty (60) second increments, unless otherwise stipulated by the Company in this Tariff. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.

3.3.B. The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," i.e., upon the seizure of an inbound trunk.

3.3.C. The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.

3.3.D. There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls that are in progress longer than one (1) minute will be presumed to have been answered.

### **3. General Classification and Description of the Company's Service - International Message Telecommunications Services (Cont'd)**

#### 3.4. Method of Applying Rates

3.4.A. Calls that begin in one rate period and terminate in another will be billed for the entire call duration at the rate applicable at the commencement of the call.

3.4.B. Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the nearest higher minute.

#### 3.5. Promotional Discounts

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

#### 3.6. Dialed International Message Telecommunications Services

3.6.A. Dialed International Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing international communications facilities. When appropriate access arrangements exist, these switched services are available on a pre-subscription (equal access) basis.

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

#### 4. Rates for International Message Telecommunications Service

##### 4.1. Returned Check Charge

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

Per Occasion .....\$15.00

##### 4.2. Rate Schedules

###### 4.2.A. Standard Service

Standard Service, dependent upon International service point, will be billed per minute of usage per call in 60 second increments. The following is a list of International service points.

<u>Country</u>	<u>CCode</u>	<u>Rate</u>
Afghanistan	93	\$5.2500
Albania	355	\$1.1183
Algeria	213	\$0.6830
Am. Samoa	684	\$0.8192
Andorra	376	\$0.7645
Angola	244	\$1.2205
Anguilla	809	\$0.7333
Antartic CA	672	\$0.8323
Antartic SC	672	\$0.8323
Antigua	268	\$0.7333
Argentina	54	\$0.8250
Armenia	374	\$1.4955
Aruba	297	\$0.4980
Ascension	247	\$1.8140
Australia	61	\$0.3150
Austria	43	\$0.3830
Azerbaijan	994	\$1.2155
Bahamas	809	\$0.2000
Bahrain	973	\$1.0098
Bangladesh	880	\$1.8167
Barbados	246	\$0.7200
Belarus	375	\$0.8087
Belgium	32	\$0.3497
Belize	501	\$1.2458
Benin	229	\$0.9833
Bermuda	441	\$0.3900
Bhutan	975	\$1.7926
Bolivia	591	\$1.0667
Bosnia	387	\$0.8163

#### 4. Rates for International Message Telecommunications Service (Cont'd)

##### 4.2. Rate Schedules (Cont'd)

<u>Country</u>	<u>CCode</u>	<u>Rate</u>
Botswana	267	\$1.2250
Brazil	55	\$0.6830
British VI	809	\$0.4398
Brunei	673	\$0.8832
Bulgaria	359	\$0.9552
Burkina FS	226	\$1.0522
Burundi	257	\$3.5200
Cambodia	855	\$2.8833
Cameroon	237	\$1.3163
Canada		\$0.1605
Cape Verde	238	\$0.7333
Cayman Island	345	\$0.4950
Central Africa	236	\$2.5963
Chad	235	\$4.2700
Chile	56	\$0.5000
China	86	\$1.3682
Christmas/Cocos	672	\$1.3945
Cocos Island	506	\$0.8799
Colombia	57	\$0.8830
Comoros	269	\$2.0208
Congo	242	\$1.4670
Cook Isl	682	\$1.9078
Costa Rica	506	\$0.7830
Croatia	385	\$0.6163
Cuba	53	\$0.8833
Cyprus	357	\$0.8628
Czech Republic	42	\$0.5167
Denmark	45	\$0.2663
Diego Gar.	246	\$1.9405
Djibouti	253	\$1.5185
Dominica	809	\$0.8397
Dominican Republic	809	\$0.5647
Ecuador	593	\$0.9497
Egypt	20	\$1.2072
El Salvador	503	\$1.9330
Eq. Guinea	240	\$2.1143
Eritrea	291	\$1.9783
Estonia	372	\$0.9000
Ethiopia	251	\$1.6553
Faeroe Islands	298	\$0.8333
Falkland	500	\$1.4945
Fiji Islands	679	\$1.6667
Finland	358	\$0.3292

#### 4. Rates for International Message Telecommunications Service (Cont'd)

##### 4.2. Rate Schedules (Cont'd)

<u>Country</u>	<u>CCode</u>	<u>Rate</u>
France	33	\$0.3083
French Antilles	596	\$0.8667
French Guiana	594	\$1.0728
French Polynesia	689	\$1.8500
Gabon	241	\$1.2267
Gambia	220	\$1.0125
Georgia	995	\$1.5550
Germany	49	\$0.2497
Ghana	233	\$1.9632
Gibraltar	350	\$1.2500
Greece	30	\$0.6163
Greenland	299	\$0.6500
Grenada	809	\$0.8668
Guadaloupe	590	\$0.8667
Guam	671	\$0.2830
Guantanamo Bay	53	\$1.0423
Guatemala	02	\$0.7663
Guinea	224	\$1.0395
Guinea-Bissau	245	\$2.5702
Guyana	592	\$1.3768
Haiti	509	\$1.0650
Honduras	504	\$0.8850
Hong Kong	852	\$0.6467
Hungary	36	\$0.5650
Iceland	354	\$0.5028
India	91	\$1.3987
Indonesia	62	\$0.9583
Iran	98	\$1.5377
Iraq	964	\$1.9000
Ireland	353	\$0.3517
Israel	972	\$0.7000
Italy	39	\$0.3497
Ivory Coast	225	\$1.9192

#### 4. Rates for International Message Telecommunications Service (Cont'd)

##### 4.2. Rate Schedules (Cont'd)

	Country	CCode	Rate
	Jamaica	809	\$1.0283
	Japan	81	\$0.3983
	Jordan	962	\$1.2343
	Kazakhstan	7	\$1.4167
	Kenya	254	\$1.2750
	Kiribati	686	\$3.6000
	Korea N	850	\$3.1200
	Korea S	82	
\$0.6875			
	Kuwait	965	\$1.2667
	Kyrgystan	7	\$1.7068
	Laos	856	\$3.2500
	Latvia	371	\$0.8658
	Lebanon	961	\$1.6133
	Lesotho	266	\$1.5417
	Liberia	231	\$0.9567
	Libya	218	\$1.6135
	Liechtenstein	41	\$0.3663
	Lithuania	370	\$1.1168
	Luxemburg	352	\$0.3263
	Macao	853	\$0.9955
	Macedonia	389	\$1.0085
	Madagascar	261	\$4.9200
	Malawi	265	\$0.8262
	Malaysia	60	\$0.6500
	Maldives	960	\$2.0167
	Mali	223	\$1.4773
	Malta	356	\$0.6803
	Marshal Islands	692	\$0.8700
	Mauritania	222	\$1.4555
	Mauritius	230	\$1.8065
	Mayotte Isl	269	\$1.9033
	Micronesia	691	\$1.0097
	Moldova	373	\$2.0000
	Monaco	33	\$0.3698
	Mongolia	976	\$1.5647
	Montserrat	809	\$0.9227
	Morocco	212	\$0.8475
	Mozambique	258	\$1.2830
	Myanmar	95	\$4.1400
	Namibia	264	\$1.3100

#### 4. Rates for International Message Telecommunications Service (Cont'd)

##### 4.2. Rate Schedules (Cont'd)

<u>Country</u>	<u>CCode</u>	<u>Rate</u>
Nepal	977	\$1.5647
Netherlands Antilles	599	\$0.6435
Netherlands	31	\$0.3163
Nevis	809	\$0.9970
New Caledon	687	\$1.3080
New Zealand	64	\$0.3080
Nicaragua	505	\$1.0000
Niger	227	\$1.5472
Nigeria	234	\$1.0083
Niue	686	\$2.8200
Norfolk Isl	672	\$2.8200
Norway	47	\$0.2313
Oman	968	\$1.4000
Pakistan	92	\$1.5333
Palau	680	\$1.7558
Panama	507	\$0.8980
Papua NG	675	\$1.0762
Paraguay	595	\$1.2983
Peru	51	\$0.8980
Philippines	63	\$0.8833
Poland	48	\$0.6667
Portugal	351	\$0.5975
Qatar	974	\$1.2333
Reunion Island	262	\$1.2542
Romania	40	\$0.8547
Russia	7	\$0.9393
Rwanda	250	\$1.5805
San Marino	378	\$1.8000
SaoTome	239	\$1.9657
Saudi Arabia	966	\$1.4532
Senegal	221	\$1.8167
Serbia	381	\$0.8111
Seychelles	248	\$2.4568
Sierra Leona	232	\$1.3053
Singapore	65	\$0.5167
Slovakia	42	\$0.9667
Slovenia	386	\$1.0333
Solomon Isl	677	\$1.5250
Somalia	252	\$1.4983
South Africa	27	\$0.8167

#### 4. Rates for International Message Telecommunications Service (Cont'd)

##### 4.2. Rate Schedules (Cont'd)

<u>Country</u>	<u>CCode</u>	<u>Rate</u>
Spain	34	\$0.4663
Sri Lanka	94	\$1.6677
St. Kitts/Nevis	809	\$0.7038
St. Helena	290	\$1.8185
St. Lucia	809	\$0.7745
St. Pierre	508	\$0.8312
St. Vincent	809	\$0.8132
Sudan	249	\$1.0648
Suriname	597	\$1.3645
Swaziland	268	\$0.9533
Sweden	46	\$0.2317
Switzerland	41	\$0.3167
Syria	963	\$1.5485
Taiwan	886	\$0.7533
Tajikistan	7	\$1.4357
Tanzania	255	\$1.1723
Thailand	66	\$1.0643
Togo	228	\$1.2533
Tonga	676	\$1.9403
Trinidad	809	\$0.8916
Tunisia	216	\$1.0917
Turkey	90	\$0.6983
Turkmenistan	7	\$3.1500
Turks Isl	809	\$0.8152
Tuvalu	688	\$2.8417
Uganda	256	\$1.1257
Ukraine	380	\$1.0152
United Arab Em	971	\$0.8723
United Kingdom	44	\$0.2417
Uruguay	598	\$0.9817
Uzbekistan	7	\$1.6500
Vanuatu	678	\$3.7333
Vatican	39	\$0.5005
Venezuela	58	\$0.6877
Viet Nam	84	\$1.4288
W. Samoa	685	\$1.1560
Wallis	681	\$2.9833
Yemen Dem.	967	\$1.1250
Yugoslavia	381	\$1.0100
Zaire	243	\$1.0000

#### 4. Rates for International Message Telecommunications Service (Cont'd)

##### 4.2. Rate Schedules (Cont'd)

<u>Country</u>	<u>CCode</u>	<u>Rate</u>
Zambia	260	\$1.1313
Zimbabwe	263	\$0.8733
Mex Band 1	52	\$0.4881
Mex Band 2	52	\$0.5999
Mex Band 3	52	\$0.8441
Mex Band 4	52	\$0.8992
Mex Band 5	52	\$1.0866
Mex Band 6	52	\$1.1922
Mex Band 7	52	\$1.4600
Mex Band 8	52	\$1.5600
Mexico City	52	\$0.5200
Argentina	54-1	\$0.8250
Belgium	32-2	\$0.3497
Colombia	57-1	\$0.8830
Colombia	57-4	\$0.8830
Finland	358-9	\$0.3292
India	91-11	\$1.3987
India	91-44	\$1.3987
Portugal	351-91	\$0.5975
Russia	7-95	\$0.9393

#### 4. Rates for International Message Telecommunications Service (Cont'd)

##### 4.2. Rate Schedules (Cont'd)

##### 4.2.B. KTC Travel Card

KTC Travel Card allows customers to dial a Universal 1-800 number, then enter a fourteen digit identifier number which opens a voice mail box. At the prompt, the customer can then place their call. International calls may be placed if the customer requests this service, dependent upon International Service points. The following is a list of International service points.

<u>Country</u>	<u>CCode</u>	<u>Rate</u>
Afghanistan	93	\$1.8436
Albania	355	\$0.4986
Algeria	213	\$0.4515
Am. Samoa	684	\$0.3127
Andorra	376	\$0.3073
Angola	244	\$0.6121
Anguilla	809	\$0.5794
Antartic CA	672	\$0.6231
Antartic SC	672	\$0.6231
Antigua	268	\$0.6325
Argentina	54	\$0.5794
Armenia	374	\$0.7546
Aruba	297	\$0.4785
Ascension	247	\$0.9382
Australia	61	\$0.1725
Austria	43	\$0.2158
Azerbaijan	994	\$1.1083
Bahamas	809	\$0.2724
Bahrain	973	\$0.8422
Bangladesh	880	\$1.0851
Barbados	246	\$0.6351
Belarus	375	\$0.4719
Belgium	32	\$0.1137
Belize	501	\$0.8184
Benin	229	\$0.6909
Bermuda	441	\$0.2565
Bhutan	975	\$0.8104
Bolivia	591	\$0.7108
Bosnia	387	\$0.4401

#### 4. Rates for International Message Telecommunications Service (Cont'd)

##### 4.2. Rate Schedules (Cont'd)

<u>Country</u>	<u>CCode</u>	<u>Rate</u>
Botswana	267	\$0.4957
Brazil	55	\$0.4560
British VI	809	\$0.4425
Brunei	673	\$0.4987
Bulgaria	359	\$0.4474
Burkina FS	226	\$0.8383
Burundi	257	\$0.7912
Cambodia	855	\$1.1953
Cameroon	237	\$0.9219
Canada		\$0.1372
Cape Verde	238	\$0.7147
Cayman Island	345	\$0.3604
Central Africa	236	\$1.1676
Chad	235	\$1.4187
Chile	56	\$0.2724
China	86	\$0.7356
Colombia	57	\$0.5299
Comoros	269	\$1.1460
Congo	242	\$0.9219
Cook Isl	682	\$1.3201
Costa Rica	506	\$0.6151
Croatia	385	\$0.3652
Cuba	53	\$1.0711
Cyprus	357	\$0.4125
Czech Republic	42	\$0.3256
Denmark	45	\$0.1548
Diego Gar.	246	\$0.8860
Djibouti	253	\$1.1364
Dominica	809	\$0.6192
Dominican Republic	809	\$0.2794
Ecuador	593	\$0.6268
Egypt	20	\$0.8263
El Salvador	503	\$0.5461
Eq. Guinea	240	\$1.0591
Eritrea	291	\$1.4821
Estonia	372	\$0.3216
Ethiopia	251	\$1.2205
Faeroe Islands	298	\$0.4243
Falkland	500	\$0.8253
Fiji Islands	679	\$0.9219
Finland	358	\$0.2137
France	33	\$0.1131

#### 4. Rates for International Message Telecommunications Service (Cont'd)

##### 4.2. Rate Schedules (Cont'd)

<u>Country</u>	<u>CCode</u>	<u>Rate</u>
French Antilles	596	\$0.4401
French Guiana	594	\$0.5037
French Polynesia	689	\$0.7467
Gabon	241	\$0.7951
Gambia	220	\$0.7140
Georgia	995	\$0.8014
Germany	49	\$0.1204
Ghana	233	\$0.5446
Gibraltar	350	\$0.4833
Greece	30	\$0.4080
Greenland	299	\$0.5037
Grenada	809	\$0.6511
Guadeloupe	590	\$0.5247
Guam	671	\$0.1533
Guatemala	02	\$0.5157
Guinea	224	\$0.6654
Guinea-Bissau	245	\$1.0204
Guyana	592	\$0.9480
Haiti	509	\$0.7506
Honduras	504	\$0.7641
Hong Kong	852	\$0.1681
Hungary	36	\$0.2925
Iceland	354	\$0.2425
India	91	\$0.8622
Indonesia	62	\$0.5150
Iran	98	\$0.9856
Inmarsat – Atlantic East	871	\$9.0549
Inmarsat – Atlantic West	874	\$9.1731
Inmarsat – Indian Ocean	873	\$9.0330
Inmarsat – Pacific Ocean	872	\$8.3601
Iraq	964	\$1.3357
Ireland	353	\$0.1731
Israel	972	\$0.2259
Italy	39	\$0.2007
Ivory Coast	225	\$1.1529

#### 4. Rates for International Message Telecommunications Service (Cont'd)

##### 4.2. Rate Schedules (Cont'd)

<u>Country</u>	<u>CCode</u>	<u>Rate</u>
Jamaica	809	\$0.8512
Japan	81	\$0.1905
Jordan	962	\$0.8422
Kenya	254	\$0.7785
Kiribati	686	\$1.0333
Korea - S	82	\$0.6875
Korea, Republic of	82	\$1.1067
Kuwait	965	\$0.9418
Kyrgyzstan	7	\$0.8208
Laos	856	\$0.9856
Latvia	371	\$0.4669
Lebanon	961	\$0.8502
Lesotho	266	\$0.5197
Liberia	231	\$0.5754
Libya	218	\$0.5358
Liechtenstein	41	\$0.1372
Lithuania	370	\$0.4695
Luxemburg	352	\$0.2086
Macao	853	\$0.5383
Macedonia	389	\$0.5265
Madagascar	261	\$0.9744
Malawi	265	\$0.6018
Malaysia	60	\$0.2910
Maldives	960	\$0.8422
Mali	223	\$1.0732
Malta	356	\$0.3000
Marshal Islands	692	\$0.6570
Mauritania	222	\$0.7302
Mauritius	230	\$0.9675
Mexico	52	\$0.2850
Micronesia	691	\$0.7674
Moldova	373	\$0.5536
Monaco	33	\$0.2146
Mongolia	976	\$1.1448
Montserrat	809	\$0.7906
Morocco	212	\$0.6345
Mozambique	258	\$0.5424
Myanmar	95	\$1.1767
Namibia	264	\$0.5037
Nauru	674	\$0.9936

#### 4. Rates for International Message Telecommunications Service (Cont'd)

##### 4.2. Rate Schedules (Cont'd)

<u>Country</u>	<u>CCode</u>	<u>Rate</u>
Nepal	977	\$1.0852
Netherlands Antilles	599	\$0.5367
Netherlands	31	\$0.1111
Nevis	809	\$0.5116
New Caledonia	687	\$0.8581
New Zealand	64	\$0.1756
Nicaragua	505	\$0.6381
Niger	227	\$0.8820
Nigeria	234	\$1.0053
Niue	686	\$1.8900
Norway	47	\$0.1587
Oman	968	\$1.0095
Pakistan	92	\$1.0294
Palau	680	\$0.9601
Panama	507	\$0.7057
Papua NG	675	\$0.5827
Paraguay	595	\$0.8064
Peru	51	\$0.5794
Philippines	63	\$0.4905
Poland	48	\$0.3859
Portugal	351	\$0.3367
Qatar	974	\$0.8104
Reunion Island	262	\$0.6769
Romania	40	\$0.5361
Russia	7	\$0.4747
Rwanda	250	\$0.9511
San Marino	378	\$0.5356
SaoTome	239	\$1.2534
Saudi Arabia	966	\$0.9258
Senegal	221	\$1.3239
Seychelles	248	\$1.1289
Siapan	670	\$0.1533
Sierra Leona	232	\$0.9816
Singapore	65	\$0.3634
Slovakia	42	\$0.3556
Slovenia	386	\$0.2773
Solomon Isl	677	\$1.0008
Somalia	252	\$1.7931
South Africa	27	\$0.5212

#### 4. Rates for International Message Telecommunications Service (Cont'd)

##### 4.2. Rate Schedules (Cont'd)

<u>Country</u>	<u>CCode</u>	<u>Rate</u>
Spain	34	\$0.2272
Sri Lanka	94	\$1.0492
St. Kitts/Nevis	809	\$0.5116
St. Helena	290	\$0.8610
St. Lucia	809	\$0.6733
St. Pierre	508	\$0.3912
St. Vincent	809	\$0.7018
Sudan	249	\$0.5943
Suriname	597	\$1.2046
Swaziland	268	\$0.4108
Sweden	46	\$0.1213
Switzerland	41	\$0.1326
Syria	963	\$0.8263
Taiwan	886	\$0.3525
Tanzania	255	\$0.7656
Thailand	66	\$0.6033
Togo	228	\$1.0015
Tonga	676	\$1.1235
Trinidad	809	\$0.7308
Tunisia	216	\$0.5058
Turkey	90	\$0.5263
Turkmenistan	7	\$0.9121
Turks Isl	809	\$0.5652
Tuvalu	688	\$1.0215
Uganda	256	\$0.5874
Ukraine	380	\$0.4837
United Arab Em	971	\$0.6351
United Kingdom	44	\$0.1047
Uruguay	598	\$0.7687
Uzbekistan	7	\$0.7941
Vanuatu	678	\$1.1619
Vatican	39	\$0.2007
Venezuela	58	\$0.5028
Viet Nam	84	\$1.1926
W. Samoa	685	\$0.9967
Wallis	681	\$0.9696
Yemen Dem.	967	\$1.0398
Yugoslavia	381	\$0.5116
Zaire	243	\$0.7852
Zambia	260	\$0.8199
Zimbabwe	263	\$0.4750