

TITLE SHEET

**LONG DISTANCE RESOLD
TELECOMMUNICATIONS SERVICES**

In the State of Minnesota

by

**Ace Telephone Association, d/b/a
AcenTek**

This tariff will apply to Long Distance Telecommunications Services provided by Ace Telephone Association, d/b/a AcenTek within the State of Minnesota. This tariff contains the services offerings, rates, terms, and conditions applicable in providing Intrastate Interexchange Telecommunications Services. This tariff is on file with the Minnesota Public Utilities Commission, and copies may be inspected, during normal business hours, at Ace Telephone Association, d/b/a AcenTek's principal place of business which is at 207 East Cedar Street, Houston, Minnesota 55943.

Issued: April 30, 2014

Issued by: Todd Roesler, CEO
Ace Telephone Association, d/b/a
AcenTek
207 East Cedar Street
Houston, Minnesota 55943

Effective: May 1, 2014

CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages all contain changes from the original tariff and are currently in effect as of the date indicated.

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APPLICATION OF TARIFF
SYMBOLS

This Tariff contains the regulations and changes applicable to providing Intrastate Interexchange telecommunications services within the State of Minnesota provided by Ace Telephone Association, d/b/a AcenTek (hereafter referred to AcenTek). The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An Increase In Rates
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction In Rates
- T - Change In Text Or Regulation But No Change In Rate Or Charge
- X - Indicates a Correction

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Minnesota Public Utility Commission (MPUC). For example, the 3rd revised Sheet 6 cancels the 2nd revised Sheet 6.
- C. Paragraph Numbering Sequence - There are four levels of paragraph coding. Each level of coding is subservient to its next higher level.
 - 2.
 - 2.1
 - 2.1.1.A
 - 2.1.1.A.1
- D. Check Sheets - When a tariff revision is made with the MPUC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets 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 made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to determine if a particular sheet is the most current on file with the MPUC.

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SECTION 1. TECHNICAL TERMS ABBREVIATIONS, AND DEFINITIONS

Access Line

An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a subscriber's location to AcenTek location or switching center.

Authorization Code

A numerical code, one or more of which may be assigned to a subscriber, to enable AcenTek to identify the origin of the services User so it may rate and process the call. All authorization codes shall be the sole property of AcenTek and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Application for Service

An application order form which includes billing, technical, and other descriptive information which will enable AcenTek to provide a communication service as required.

ASR

ASR (Access Service Request) means an order placed with a local access provider for local access.

Authorized User

Any person, employee, corporation, or other entity that is authorized by the customer to place or receive calls under a service agreement with.

Ballot

The form distributed by a local exchange carrier allowing the customer to choose an IntraLata and/or InterLata interexchange carrier for "1+" dialing.

Billed Party

The person or entity responsible for payment of service for an operator assisted call, as follows:

- (A) In the case of a calling card or credit card call, the holder of the calling card or credit card used by the consumer; and

SECTION 1. TECHNICAL TERMS, ABBREVIATIONS AND, DEFINITIONS *(Continued)*

Billed Party *(Continued)*

- (B) In the case of a collect or third party call, the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

Common Carrier

A company or entity providing telecommunications services to the public.

Credit Card Calls

Calls for which charges are billed not to the originating telephone number, but to a credit card, such as VISA, MasterCard, or American Express.

Call

A completed connection between the calling and called stations.

Called Station

The telephone number at which a call terminates.

Calling Station

The telephone number from which a call originates.

Cancellation

A customer initiated cancellation of a pending service order.

Cancellation of Order

A customer initiated request to discontinue processing a service order, either in part or in whole, prior to its completion.

Channel or Circuit

A dedicated communications path between two or more points having a bandwidth of transmission speed in this price list and selected by a customer.

Commission

The Minnesota Public Utilities Commission (MPUC).

SECTION 1. TECHNICAL TERMS, ABBREVIATIONS AND DEFINITIONS *(Continued)*

Company

Ace Telephone Association
D/b/a, AcenTek
207 E Cedar
Houston MN 55943

Customer

The person, firm, corporation, or other entity which orders and/or obtains service from AcenTek. The customer is responsible for the payment of charges and for compliance with the standard price list terms and conditions.

Daytime

From 8:00 a.m. up to, but not including, 5:00 p.m. Monday through Friday.

Dedicated Access/Special Access

Dedicated local access between the customer's premises or serving wire center and the underlying carrier's point-of-presence for origination or termination of calls.

Directory Assistance

Directory Assistance is a service by which customers call to obtain telephone numbers of other parties.

Disconnection

Discontinuation of an existing service.

SECTION 1. TECHNICAL TERMS, ABBREVIATIONS AND DEFINITIONS *(Continued)*

Equal Access Dialing

The use of service through the local exchange company's Equal Access facilities allowing the customer to access AcenTek network by dialing "1" plus the destination telephone number.

Evening

From 5:00 p.m. up to, but not including 9:00 p.m. Sunday through Friday and all holidays unless night rates apply.

FCC

Federal Communications Commission.

Holidays

Holidays will be those days so designated by AcenTek or the underlying Carrier(s) as determined at the location of the origination of the telephone call.

Letter of Agency (LOA)

A statement signed by the customer that authorizes specified persons, companies, or other entities to act on behalf of the customer to order, change, or disconnect telecommunications services.

Local Access and Transport Area (LATA)

The term "Local Access Transport Area" denotes a geographical area within which a local exchange company provides communications services.

Measured Charge

A charge assessed on a per minute basis in calculating the charges due for a completed call.

Night

From 9:00 p.m. up to, but not including, 8:00 a.m. the next day and after 9:00 p.m. Friday up to, but not including 8:00 a.m. Monday.

SECTION 1. TECHNICAL TERMS, ABBREVIATIONS AND DEFINITIONS *(Continued)*

Subscriber/User

The person or legal entity which enters into arrangements for AcenTek telecommunications services and is responsible for payment of AcenTek services and/or the party utilizing the services of AcenTek and responsible for the payment of charges.

Special Access Origination

Where originating access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

Special Access Termination

Where terminating access between the called party and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

Switched Access Origination

Where originating access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Switched Access Termination

Where terminating access between the called party and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the called party is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment

Devices, apparatus, and associated wiring, such as telephones, facsimile machines, and modems.

SECTION 1. TECHNICAL TERMS, ABBREVIATIONS AND DEFINITIONS *(Continued)*

V & H Coordinates

Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

Underlying Carrier

A carrier which provides some or all of the physical facilities, routing, call supervision, maintenance, and customer billing for services.

SECTION 2. RULES AND REGULATIONS

2.1 Services Offered

AcenTek will provide Intrastate interexchange telecommunications services to customers for voice and data communications services between and among points within the State of Minnesota which include message toll service, wide area toll service, and dedicated facilities.

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by AcenTek for telecommunications services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 The services of AcenTek are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers who may be subject to the jurisdiction of this commission.
- 2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by AcenTek and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a Local Exchange Telephone Company (LEC) or other common carrier for use in accessing the services of AcenTek

2.2 Undertaking of AcenTek

- 2.2.1 AcenTek undertakes to arrange for the provision of service to customers on an intrastate basis. Some services are provisioned by underlying carriers.
- 2.2.3 AcenTek when acting as the customer's authorized agent, will make reasonable efforts to arrange for service requirements, such as special routing, diversity, alternate access, or circuit conditioning. The customer shall be responsible for all charges due for such service arrangements.
- 2.2.3 Service is offered where available subject to the availability of underlying carriers' facilities and the provisions of this price list. AcenTek reserves the right to refuse to provide service to or from any location where the Company or its underlying carriers cannot make the necessary facilities and/or equipment available.

SECTION 2. RULES AND REGULATIONS *(Continued)*

2.2 Undertaking of AcenTek *(Continued)*

2.2.4 AcenTek reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or re-pricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.3 Use of Service

2.3.1 The customer may use AcenTek services for the transmission of voice and data messages on an interexchange basis.

2.3.2 The customer agrees not to use AcenTek services for any unlawful purpose or process or for any use prohibited by the Minnesota Public Utilities Commission or the Federal Communications Commission.

2.3.3 Nothing herein, or in any other provision of the price list, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by AcenTek or an underlying carrier.

2.3.4 AcenTek services are available for use twenty-four hours per day, seven days per week.

2.3.5 AcenTek may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.

2.3.6 The use of AcenTek services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonably interfere with use by others, is prohibited.

2.3.7 The use of AcenTek services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, false calling or credit cards or false AcenTek credit cards or false numbers of such cards, is prohibited.

2.3.8 AcenTek does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

SECTION 2. RULES AND REGULATIONS *(Continued)*

2.3 Use of Service *(Continued)*

- 2.3.9 AcenTek services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.3.10 The customer is responsible for notifying the company immediately of any unauthorized use of services.

2.4 Liability of AcenTek

- 2.4.1 AcenTek shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities associated with AcenTek services or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption, and whether negligent or otherwise, and however long it shall last. In no event shall AcenTek's liability for any service exceed the charges applicable under this tariff to such service.
- 2.4.2 AcenTek shall be indemnified and saved harmless by any subscriber, user or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a subscriber or of any other entity in connection with the services provided by AcenTek
- 2.4.3 AcenTek is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of AcenTek
- 2.4.4 AcenTek shall not be liable for any personal injury, or death of any person or persons, nor for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause, and whether negligent or otherwise.

SECTION 2. RULES AND REGULATIONS *(Continued)*

2.4 Liability of AcenTek *(Continued)*

- 2.4.5 AcenTek shall not be liable for and shall be indemnified and saved harmless by any subscriber, user, or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any subscriber, user or any other entity or any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any subscriber, user or any other entity of any other property whether owned or controlled by the subscriber, user or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the subscriber, user or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of services, facilities or equipment provided by AcenTek which is not the direct result of AcenTek negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of AcenTek
- 2.4.6 AcenTek shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.4.7 In no event shall AcenTek, or its employees, directors, officers or agents be liable for any consequential damages of any kind to customers or to any other persons including without limitation lost profits, lost business, lost opportunities or claims arising from such losses.
- 2.4.8 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SECTION 2. RULES AND REGULATIONS *(Continued)*

2.5 Indemnification by the Customer

- 2.5.1 In the event parties other than AcenTek customers (e.g., the customer's customers) shall have use of the service directly or indirectly through customer, then customer agrees to forever indemnify and hold AcenTek and any affiliated or unaffiliated third-party provider or operator of facilities employed in provision of the service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any defects.
- 2.5.2 Customer shall indemnify, defend, and hold harmless AcenTek from any and all claims, losses, damages, demands, costs, and expenses (including attorney's fees) relating to the use of the services or facilities provided by AcenTek including, but not limited to, the following:
- (A) claims for libel, slander, invasion of privacy, or infringement of copyright arising out of the material, data, information, or other content transmitted via service or facilities;
 - (B) patent infringement claims arising from combining or connecting service or facilities with apparatus and systems furnished by the customer or others;
 - (C) all other claims arising out of any act or omission of the customer or others;
 - (D) any claims of personal injury arising out of or relating to installation, maintenance, furnishing, or removal of facilities or service provided by AcenTek that are not due to the acts of AcenTek or its agents; and
 - (E) claims by other persons against AcenTek arising out of or relating to the services or facilities provided by AcenTek to customer hereunder.

SECTION 3. SERVICE CONSTRAINTS

3.1.0 Limitation on Service

- 3.1.1 AcenTek will furnish service in areas where facilities are available, and under the provision of this tariff.
- 3.1.2 AcenTek reserves the right to disconnect or deny service upon written notice when necessary due to conditions beyond its control or when in its judgment, the customer is in violation of this tariff or any applicable law.
- 3.1.3 Service shall not be used for any unlawful or fraudulent purposes.

3.2.0 Cancellation or Interruption and Restoration of Service

- 3.2.1 Without incurring liability, upon five (5) working days' (defined as any day on which the AcenTek's business office is open and the U.S. mail is delivered) written notice to the customer, the AcenTek may immediately discontinue services to a customer or may withhold the provision of ordered or contracted services:
 - 3.2.1.A For nonpayment of any sum due AcenTek for more than thirty (30) days after issuance of the bill for the amount due;
 - 3.2.1.B For violation of any of the provisions of this tariff,
 - 3.2.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over AcenTek's services, or
 - 3.2.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting AcenTek from furnishing its services.
 - 3.2.1.E Service will not be disconnected on a Friday in compliance with Minnesota Rules part 7810.2100.
- 3.2.2 Without incurring liability, AcenTek may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of customer and AcenTek's equipment and facilities and may continue such interruption until any items of non compliance or improper equipment operation so identified are rectified.

SECTION 3. SERVICE CONSTRAINTS (Continued)

3.2.0 Cancellation or Interruption and Restoration of Service(continued)

- 3.2.3 Service may be discontinued by AcenTek without notice to the customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when AcenTek deems it necessary to take such action to prevent (I) tampering with its equipment; (ii) hazardous conditions; or (iii) customer use of equipment which adversely affects AcenTek equipment or services. AcenTek will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.
- 3.2.4 The customer will be liable for all usage on any of AcenTek's service offerings until the customer actually leaves the service. Customers will continue to have AcenTek usage until the customer notifies its local exchange carrier. Until the customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.
- 3.2.5 In the event of a service interruption, AcenTek will issue credit in accordance with Section 2.4.1 above. It is the responsibility of the customer to notify AcenTek in writing of the nature and duration of the interruption. Credit will not be given for interruptions determined by AcenTek to be caused by the local exchange carrier (telephone company or other entity), faulty equipment or operation of equipment used with AcenTek service, or by errors or omissions by the subscriber.
- 3.2.6 In the event of a service interruption, restoration of service will be completed to the best of the ability of AcenTek. In the event of an emergency, service will be restored in accordance with the Federal Communications Commission regulations (Part 64, Subpart D) regarding the priority of restoration of such services.

SECTION 3. SERVICE CONSTRAINTS (Continued)

3.3.0 Use of Service

- 3.3.1 The services offered herein may be used for any lawful purpose. The customer remains liable for all obligations under this price list. AcenTek shall have no liability to any person or entity other than the customer and only as set forth in Section 2.4.1. The customer shall not use nor permit others to use the service in a manner that could interfere with services provided to others or that could harm the facilities of AcenTek or others.
- 3.3.2 The provision of the service will not create a partnership or joint venture between AcenTek and customer nor result in a joint communications service offering to the customers of either AcenTek or the customer.

3.4.0 Responsibility of Customer

- 3.4.1 The customer is responsible for placing any necessary orders and complying with tariff regulations. The customer is also responsible for payment of charges for services provided under this tariff.
- 3.4.2 The customer is responsible for charges incurred for special construction and/or special facilities which the customer requests and which are ordered by the company on AcenTek's behalf.
- 3.4.3 If required for the provision of AcenTek's services, the customer must provide any equipment space, supporting structure, conduit and electrical power without charge to AcenTek.

SECTION 3. SERVICE CONSTRAINTS *(Continued)*

3.4.0 Responsibility of Customer *(Continued)*

- 3.4.4 The customer is responsible for arranging access to its premises at times mutually agreeable to AcenTek and the customer when required for AcenTek personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of AcenTek's services.
- 3.4.5 The customer shall cause the temperature and relative humidity in the equipment space provided by the customer for the installation of AcenTek's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 3.4.6 The customer shall ensure that the equipment and/or system is properly interfaced with AcenTek's facilities or services, that the signals emitted into AcenTek's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, AcenTek will permit such equipment to be connected with its channels without the use of protective interface devices. If the customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to AcenTek equipment, personnel or the quality of service to other customers, AcenTek may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, AcenTek may, upon written notice, terminate the customer's service.
- 3.4.7 The customer must pay AcenTek for replacement or repair of damage to the equipment or facilities of AcenTek caused by negligence or willful act of the customer or others, by improper use of the services, or by use of equipment provided by customer or others.
- 3.4.8 The customer must pay for the loss through theft of any AcenTek equipment installed at customer's premises.

SECTION 3. SERVICE CONSTRAINTS *(Continued)*

3.4.0 Responsibility of Customer *(Continued)*

- 3.4.9 If AcenTek installs equipment at customer's premises, the customer shall be responsible for payment of any applicable installation charge.
- 3.4.10 The customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

3.5.0 Payment for Services

- 3.5.1 Customer shall be responsible for the payment of all charges invoiced by AcenTek for the provision of services hereunder. This includes, but is not limited to, charges for usage, access, equipment, taxes, monthly service fees, and installation charges. 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.
- 3.5.2 Any applicable federal, state, local, excise, sales, or other similar charges to AcenTek for the provision of services hereunder will be billed, and payable by the customer.
- 3.5.3 The customer will be held responsible for all charges and costs associated with the collection of payments that are thirty (30) days past due or older. This includes, but is not limited to, reasonable attorneys fees, collection agency fees or commissions, or internal AcenTek costs associated with efforts to collect any such past due amounts.

3.6.0 Computation of Charges

- 3.6.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. 1+ dialing calls are measured in sixty (60) second increments. All calls are rounded up to the next whole increment.

SECTION 3. SERVICE CONSTRAINTS (Continued)

3.6.0 Computation of Charges (Continued)

- 3.6.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the customer obtains access to AcenTek's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.
- 3.6.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. AcenTek will not bill for uncompleted calls.

3.7.0 Message Services

- 3.7.1 Invoices prepared by AcenTek will be for a 30 day period. Invoices for each 30 day period will be issued during the subsequent month. AcenTek reserves the right to bill for service in arrears in the event that billing data is not available at the time of billing production for any usage period.

3.8.0 Dedicated Services

- 3.8.1 Invoices will be based on a 30 day period. Invoices will be issued at the beginning of the month prior to the delivery of service. AcenTek reserves the right to bill for service in arrears in the event that billing data is not available at the time of billing production for any usage period.

SECTION 3. SERVICE CONSTRAINTS (Continued)

3.9.0 Credit Policy

- 3.9.1 In the event that AcenTek finds, based on standard business practices, the prospective customer will present an undue risk of nonpayment, AcenTek reserves the right to require a cash deposit equivalent to two month's historical or estimated usage. This deposit will generally be returned after twelve (12) month's satisfactory payment history has been established or sixty (60) days after the disconnection of service by the customer. Interest shall be paid on deposits, in excess of \$20, in accordance with the requirements of Minnesota Statutes, Section 325E.02(b).
- 3.9.2 AcenTek shall not use any credit reports, other than those reflecting the purchase of utility services, to determine the adequacy of a customer's credit history without the permission in writing of the customer.

3.10.0 Billing Disputes

- 3.10.1 The customer has the right to dispute charges contained in the AcenTek billing statement. Only charges related to the disputed items may be withheld from payment to AcenTek until the resolution of the dispute. All other undisputed charges are due as set forth in Section 5 of this price list. AcenTek will make its best effort, using normal business practices, to resolve disputes within thirty (30) days of notification by the customer. If, after review by AcenTek the charges in question are deemed to be owed by the customer, payment for such charges shall be due within (10) days of written notification to customer. After this period, any unpaid amount related to the dispute will be considered past due. If the determination is made that the charge are not owned by the customer, a credit will be given on the next available invoice.
- 3.11.2 Customer inquires or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

AcenTek
207 East Cedar Street
Houston, MN 55943

SECTION 3. SERVICE CONSTRAINTS (Continued)

3.10.0 Billing Disputes (Continued)

- 3.11.3 Any objection to billed charges should be reported promptly to the Company. If, after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with:

Minnesota Public Utilities Commission
Consumer Affairs Office
121 Seventh Place East Suite 350
St. Paul, MN 55101-2147
Telephone 651-657-0406
Toll Free 1-800-657-3782
TTY 651-297-1200
Fax 651-297-7073
E-mail CAOstaff@puc.state.mn.us

SECTION 4. MESSAGE SERVICES

4.1 General Information

- 4.1.1 AcenTek provides interexchange IntraLata, InterLata, and International message services and dedicated special services. Billing is determined by the duration of the message.
- 4.1.2 Duration of message is determined by the time between call inception and call termination. The total duration of a call is considered to be chargeable usage.
- 4.1.3 For the determination of call inception for direct dialed calls, hardware detection of an “off-hook” condition by the called party will be used when available. In the absence of hardware answer supervision capability, call inception will be determined by the detection of voice or data communications. In either case, if no call inception is detected for up to 48 seconds, a call will be considered to be in an “off-hook” condition for billing purposes.
- 4.1.4 Collect Calls. Timing begins when the called party accepts the responsibility for payment.
- 4.1.5 Person-to-Person Calls (other than collect). Timing begins when the designated party comes on the line or when the caller agrees to speak with a substitute party.
- 4.1.6 All other operator assisted calls. Timing begins when the called station is answered as specified above.
- 4.1.7 Call termination is determined by an “on-hook” condition by either calling or called party.
- 4.1.8 Call charges are determined by the local time of day at the calling party’s location at call inception. If day, evening and night rates are used, it is determined by the following schedule:

	Mon	Tue	Wed	Thur	Fri	Sat	Sun
12:00 Midnight-12:00 Midnight	One Rate Plan With Discounts						

- 4.1.9 Directory Assistance is provided as an MTS call but is rated on a per-call basis.

SECTION 4. MESSAGE SERVICES *(Continued)*

4.2 Message Toll Service (MTS) Description

- 4.2.1 MTS is a switched interexchange message service provided by AcenTek and is accessed via presubscription to AcenTek in selected equal access capable end offices.
- 4.2.2 MTS service is billed in one (1) minute initial increment with a one (1) minute minimum duration. Subsequent usage beyond the initial minute will be rounded to the next full minute.
- 4.2.3 Rates for IntraState IntraLata and InterLata calling are described in Section 5 following.

4.3 Terminating 8YY Service

- 4.3.1 Terminating 8YY Service is a switched interexchange service provided by AcenTek and is accessed in the same manner as MTS services.
- 4.3.2 Terminating 8YY Service is billed in one (1) minute initial increment with a one (1) minute minimum duration. Subsequent usage beyond the initial minute will be rounded to the next full minute.
- 4.3.3 Rates for IntraState calls are described in Section 5 following.

SECTION 5. Rates and Charges

5.1 Message Toll Service

5.1.1 Message Telephone Service (MTS)

\$1.95 per month plus \$.099 per minute

MTS service is billed in one (1) minute initial increment with a one (1) minute minimum duration. Subsequent usage beyond the initial minute will be rounded to the next full minute. The total amount of the call is rounded up to the nearest whole cent.

Includes calls to within the continental United States, Alaska and Hawaii.

Canada, US Virgin Islands, Puerto Rico, Guam are billed at \$.15 per minute.

Other international rates vary by country and are billed in one (1) minute initial increment with a one (1) minute minimum duration. Subsequent usage beyond the initial minute will be rounded to the next full minute and the total amount of the call is rounded to the nearest whole cent.

5.1.2 Directory Assistance (DA)

Rate Per Call \$.95

5.1.3 Inbound Wide Area Toll Service (WATS)

Messages are billed in one (1) minute initial increment with a one (1) minute minimum duration. Subsequent usage beyond the initial minute will be rounded to the next full minute. The total amount of the call is rounded up to the nearest whole cent.

0 – 400 minutes	\$.120 per minute
401 – 800 minutes	\$.100 per minute
801 – 2,000 minutes	\$.090 per minute
2,001 – 5,000 minutes	\$.070 per minute
More than 5,000 minutes	\$.065 per minute

Includes calls from within the continental United States only.

Canada, Alaska, Hawaii, US Virgin Islands, Puerto Rico, Caribbean Islands, Guam are not included in above service and are billed at \$.30 per minute in one (1) minute initial increment with a one (1) minute minimum duration. Subsequent usage beyond the initial minute will be rounded to the next full minute.

SECTION 5. Rates and Charges (continued)

5.2 Optional Calling Plan

5.2.1

Minutes per billing cycle	Monthly price	Overages/data calls per minute rate
1,000	\$19.95	\$.12
2,500	\$74.95	\$.12

Messages are billed in one (1) minute initial increment with a one (1) minute minimum duration. Subsequent usage beyond the initial minute will be rounded to the next full minute.

Multiple lines can share minutes for \$1.95 per line per month as long as all minutes are billed to a single account listed in the same customer name in the same NPA-NXX local exchange.

Includes calls to within the continental United States, Alaska and Hawaii.

Canada, US Virgin Islands, Puerto Rico, Guam are billed at \$.15 per minute and excluded from the Optional Calling Plan.

Other international rates vary by country and are excluded from the Optional Calling Plan.

5.2.2 Other plans available on an individual contract basis.