

**NOS COMMUNICATIONS, INC.**  
**d/b/a 011 Communications**  
**d/b/a The Internet Business Association**  
**d/b/a iVantage Network Solutions**  
**d/b/a Blueridge Telecom Systems**  
250 Pilot Road, Suite 300  
Las Vegas, NV 89119

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Supplement No. 95 to Pa. P.U.C. No. 2

TARIFF APPLICABLE TO  
INTEREXCHANGE RESALE COMPETITIVE TELECOMMUNICATIONS SERVICES  
WITHIN THE COMMONWEALTH OF PENNSYLVANIA

PROVIDED BY

**NOS COMMUNICATIONS, INC.**  
**d/b/a 011 Communications**  
**d/b/a The Internet Business Association**  
**d/b/a iVantage Network Solutions**  
**d/b/a Blueridge Telecom Systems**

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ISSUED: July 17, 2013

EFFECTIVE: July 18, 2013

By: Tariff Administrator  
250 Pilot Road, Suite 300  
Las Vegas, NV 89119

**NOS COMMUNICATIONS, INC.**  
**d/b/a 011 Communications**  
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Supplement No. 95 to Pa. P.U.C. No. 2  
LIST OF MODIFICATIONS

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**LIST OF MODIFICATIONS**

This revision institutes a rate increase for certain select customers who are not subject to an unexpired term plan or usage rate guarantee.

Title Page	Updates Title Page with Supplement No. 95 to Pa. P.U.C. No. 2
List of Modifications	Details each page revised in this supplement.
Ninety Seventh Revised Page 1	Updates Check Sheet
Fifty Fifth Revised Page 1.1	Updates Check Sheet
Thirty Second Revised Page 1.2	Updates Check Sheet
Fortieth Revised Page 23	Institutes a rate increase for certain select customers who are not subject to an unexpired term plan or usage rate guarantee.
Thirty Fourth Revised Page 25	Institutes a rate increase for certain select customers who are not subject to an unexpired term plan or usage rate guarantee.
Forty First Revised Page 60	Institutes a rate increase for certain select customers who are not subject to an unexpired term plan or usage rate guarantee.
Forty Second Revised Page 99	Institutes a rate increase for certain select customers who are not subject to an unexpired term plan or usage rate guarantee.

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**Check Sheet**

The Title Page and Pages 1 through 118, inclusive, are effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

<u>Page</u>	<u>Number of Revisions</u>	<u>Page</u>	<u>Number of Revisions</u>	<u>Page</u>	<u>Number of Revisions</u>
1	Ninety Seventh Revised*	13.1.13	First Revised	23.3	Tenth Revised
1.1	Fifty Fifth Revised*	13.1.14	First Revised	23.4	Thirteenth Revised
1.2	Thirty Second Revised*	13.2	Second Revised	23.5	Sixth Revised
2	Fourth Revised	14	Fifth Revised	23.6	Original
3	Original	14.1	Second Revised	23.7	Original
4	Original	14.2	Second Revised	24	Sixth Revised
5	Fourth Revised	14.3	Second Revised	24.0.1	Original
6	Third Revised	14.4	Second Revised	24.0.2	Original
7	Third Revised	14.5	Second Revised	24.1	Second Revised
7.1	Original	14.6	First Revised	24.2	First Revised
8	First Revised	15	First Revised	24.3	First Revised
9	First Revised	16	Original	24.4	First Revised
10	First Revised	17	Original	24.5	Second Revised
11	Second Revised	17.1	Original	24.6	Second Revised
11.1	Second Revised	17.2	First Revised	24.7	Second Revised
11.2	Tenth Revised	18	Second Revised	24.7.1	First Revised
11.3	Seventh Revised	18.1	First Revised	24.7.2	Second Revised
12	Original	18.2	Original	24.8	Second Revised
13	Fourth Revised	18.3	Original	24.9	Second Revised
13.0.1	First Revised	18.4	Original	24.10	Second Revised
13.1	Fifth Revised	18.5	Original	24.11	Second Revised
13.1.1	Third Revised	18.6	Original	24.12	Second Revised
13.1.2	First Revised	18.7	Original	24.13	First Revised
13.1.3	First Revised	18.7.1	Original	24.14	First Revised
13.1.4	First Revised	18.7.2	Original	24.15	Second Revised
13.1.5	First Revised	18.8	Original	25	Thirty Fourth Revised*
13.1.6	First Revised	19	First Revised	26	Eighth Revised
13.1.7	First Revised	20	Second Revised	27	Seventh Revised
13.1.8	First Revised	21	Second Revised	28	Twelfth Revised
13.1.9	First Revised	22	Second Revised	28.1	Tenth Revised
13.1.10	First Revised	23	Fortieth Revised*	28.2	Fifth Revised
13.1.11	First Revised	23.1	Seventeenth Revised	28.3	First Revised
13.1.12	First Revised	23.2	Ninth Revised	29	Fourth Revised

\* Denotes page changes in this filing

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<u>Page</u>	<u>Number of Revisions</u>	<u>Page</u>	<u>Number of Revisions</u>	<u>Page</u>	<u>Number of Revisions</u>
30	Second Revised	50	First Revised	68.3	First Revised
31	Third Revised	51	Third Revised	68.4	First Revised
32	Second Revised	52	Third Revised	68.4.1	Original
33	Third Revised	52.1	Second Revised	68.4.2	Original
34	Third Revised	52.1.1	Second Revised	68.5	First Revised
34.1	Third Revised	52.1.2	Original	68.6	First Revised
34.1.1	Second Revised	52.2	First Revised	68.7	First Revised
34.1.1.A	Original	52.3	Original	68.8	First Revised
34.1.1.B	Original	52.4	First Revised	68.9	First Revised
34.1.1.C	Original	52.5	Original	68.10	Original
34.1.1.D	Original	52.6	Original	68.11	Original
34.1.2	First Revised	53	Original	68.12	Second Revised
34.1.3	Original	54	Second Revised	68.13	First Revised
35	Original	55	First Revised	68.14	Original
36	Original	55.1	Original	68.15	Original
37	Second Revised	56	Sixth Revised	68.16	Original
38	Fifth Revised	57	Fifth Revised	68.17	Original
38.1	Original	58	Fourth Revised	69	Original
38.2	First Revised	59	Tenth Revised	70	Original
38.3	Original	59.1	Original	71	First Revised
38.4	Second Revised	59.2	Original	72	Sixth Revised
38.5	Second Revised	59.3	Original	73	Fourth Revised
39	Third Revised	60	Forty First Revised*	74	Seventh Revised
40	First Revised	61	First Revised	74.1	First Revised
41	First Revised	62	First Revised	75	Thirteenth Revised
42	Original	63	Second Revised	75.1	Original
43	Original	64	Second Revised	75.2	Original
44	Original	65	Second Revised	76	Original
45	Original	66	First Revised	77	Original
46	Original	67	Original	78	First Revised
47	Original	68	Original	79	First Revised
48	Original	68.1	Original	80	First Revised
49	First Revised	68.2	First Revised	81	First Revised

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Supplement No. 95 to Pa. P.U.C. No. 2  
 Thirty Second Revised Page 1.2  
 Cancels Thirty First Revised Page 1.2

**Check Sheet**

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82	First Revised	98.1	Original		
83	First Revised	98.2	Original		
84	Original	99	Forty Second Revised*		
85	Original	100	First Revised		
86	First Revised	101	First Revised		
87	Original	102	Second Revised		
87.1	Original	103	Second Revised		
87.2	Original	104	Second Revised		
87.3	Original	105	Second Revised		
87.4	Original	106	Second Revised		
88	Second Revised	107	Second Revised		
88.1	First Revised	108	First Revised		
88.2	First Revised	109	First Revised		
88.3	First Revised	110	First Revised		
88.4	First Revised	111	First Revised		
88.5	Original	112	Second Revised		
88.6	Original	113	Second Revised		
88.7	Original	114	Second Revised		
88.8	Original	115	Second Revised		
89	First Revised	116	Second Revised		
90	Second Revised	116.1	Third Revised		
91	First Revised	116.2	Third Revised		
92	First Revised	116.3	First Revised		
93	Third Revised	116.4	First Revised		
93.1	Original	116.5	Original		
94	Eighth Revised	116.6	Original		
95	Sixth Revised	116.7	Original		
96	Ninth Revised	116.8	Original		
97	Fifth Revised	117	Second Revised		
98	Second Revised	118	Third Revised		

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ISSUED: April 27, 2000

EFFECTIVE: April 28, 2000

By: Glenn T. Stockton, II  
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Las Vegas, NV 89119

**APPLICATION OF TARIFF**

This tariff contains the regulations and charges applicable to intrastate interexchange telecommunications resale services provided by **NOS COMMUNICATIONS, INC.** to customers within the Commonwealth of Pennsylvania.

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ISSUED: February 10, 1995

EFFECTIVE: March 12, 1995

BY: Tariff Administrator  
250 Pilot Road, Suite 300  
Las Vegas, NV 89119

**CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS AND  
BILLING AGENTS**

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



**EXPLANATION OF SYMBOLS  
AND ABBREVIATIONS**

**A. SYMBOLS USED IN THIS TARIFF**

(C) To signify changed listing, rule, or condition which may affect rates or charges.

(D) To signify a decrease.

(C)

(I) To signify an increase.

**B. ABBREVIATIONS**

ATP - All Time Periods

ECU - Equivalent Call Unit

HITDR - Highest Interexchange Transporter Daytime Rate

HITC - Highest Interexchange Transporter Charge or Surcharge

IBSI - Initial Bill Second Interval

InCU - Initial Call Unit

LATA - Local Access and Transport Area

LEC - Local Exchange Company

MOU - Minute of Use

PUC - Public Utility Commission

TP - Time Period

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ISSUED: January 14, 2002

EFFECTIVE: January 15, 2002

BY: Glenn T. Stockton, II  
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**SECTION 1 - DEFINITION OF TERMS**

**Access Line** - An arrangement which connects the Customer's telephone to an NOS Communications, Inc. designated switching center or point of presence.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service.

**Call Duration Charges** - Company's charges for the time duration of a call determined by adding the charges tariffed for Minimum and Incremental Call Units only, excluding charges for non-transport (non-usage) charges (see Equivalent Call Unit definition, below). The total of Minimum and Incremental Call Units equal total call duration (time). (N)  
|  
|  
(N)

**Call Unit (CU)** - The basic unit by which calls are rated based on a uniform mathematical factor of 6, that is, for purposes of calculating call charges for recovery of Company's transport and non-transport costs, a call unit is uniform at 6 subject to minimum values at 18, 30, and 60 as specified in this tariff. There are four types of call units - Minimum (MCU), Incremental (ICU), Equivalent (ECU), and Total (TCU), as defined herein. (C)  
|  
|  
(C)

**Cents Per Minute (CPM)** - The term and acronym of reference used to identify Company's charges for minimum and incremental call duration, that is, those charges associated only with Minimum and Incremental Call Unit(s), in any rate plan and/or promotion which excludes, exempts, or waives charges for non-transport (non-usage) charges (see Equivalent Call Unit definition, below). (N)  
|  
|  
(N)

**Cents Per Minute of Usage ("CPMU")** - The Carrier's charges billed in whole cents or fractions of cents as Minimum and Incremental Call Units and apply to the duration of time in minutes or fractions thereof beginning when the Customer's call is connected to Carrier's network and ending when the call is disconnected from the network, but is not inclusive of non-transport, non-usage charges. (T)

**Customer or End User** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Company or Carrier** - NOS COMMUNICATIONS, INC. unless otherwise clearly indicated by the context.

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers presubscribe their telephone line(s) to their preferred interLATA carrier.

**Equivalent Call Unit (ECU)** - A Call Unit equivalent to one or more Incremental Call Units, added to Total Call Units to recover the "non-transport" costs incurred by Carrier in providing service.

**Equivalent Call Unit Value** - An Equivalent Call Unit's "value" is equal to the tariffed charge for an Incremental Call Unit in dollars and/or cents or decimal fractions thereof as set forth in this tariff. (N)  
(N)

**Incremental Call Unit** - The minimum additional period after an Minimum (Initial) Call Unit for which charges are incurred for a call and, except as otherwise provided in this tariff, equals six (6) seconds.

---

**SECTION 1 - DEFINITION OF TERMS (Cont'd)**

**Minimum Call Unit** -The Call Unit, expressed in dollars and/or cents or decimal fractions thereof, applied pursuant to this tariff to recover the transport (usage) costs of the initial or minimum duration of a call and measured in 6, 15, 18, 30, 60, or other increments of Bill Seconds as specified herein. (C)  
|  
(C)

**Minimum Period** - The minimum period of time for which charges are incurred or to which billing time is rounded to meet the minimum billing period provided in this tariff. (N)  
(N)

**Non-Transport Costs** - Company's costs incurred to render service other than the underlying transport of a call and synonymous with "non-usage." (N)  
(N)

**NOS** - Used throughout this rate sheet to mean NOS Communications, Inc. (N)

**Peak/Business Day** - 9:00 a.m. to 4:00 p.m., Monday through Friday.

**Off Peak/Non-Business Day** - 4:01 p.m. to 8:59 a.m., Monday through Friday, and all day Saturday and Sunday.

**Special Access Origination/Termination** - Where 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.

**Switched Access Origination/Termination** - Where 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.

**Total Call Units** - The total number of applicable Call Units (Minimum, Incremental, Equivalent) billed in whole numbers and fractionally in tenths (e.g., .3, 1.2, and so forth) used to determine the charges necessary to recover the Carrier's transport and non-transport costs incurred in providing services pursuant to this tariff. (C)  
|  
|  
(C)

**Transport Costs** - Company's costs incurred to transport a call from the time of connection to disconnection, and synonymous with the terms "usage" and "duration." (N)  
(N)

**Usage Increments** - Increments of use measured in Bill Seconds (up to a maximum of 1200 Bill Seconds) as specified in this tariff by which the Equivalent Call Units applicable to a completed call are determined and applied. (N)  
(N)

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**SECTION 1 - DEFINITION OF TERMS, CONT'D.**

**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 purposed of rating calls. (M)  
|  
(M)

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**SECTION 2 - RULES AND REGULATIONS**

**A. Description of Service.**

**1. NOS Long Distance Service - Product Descriptions**

All services are offered subject to the provisions of Section 2.C.1 and in conjunction with the Company's interstate services.

**2. Switched Services**

(D)  
|  
- - - - -  
|  
(D)

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ISSUED: February 16, 2001

EFFECTIVE: February 19, 2001

By: Glenn T. Stockton, II  
Chief Counsel, Tariff and Regulatory Affairs  
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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**A. Description of Service.**

**2. Switched Services (Cont'd)**

(D)

(D)

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**A. Description of Service.**

**2. Switched Services (Cont'd)**

(D)

(D)

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By: Glenn T. Stockton, II  
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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**A. Description of Service.**

**3. Dedicated Services**

(D)

(D)

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**4. Telecompetitive Service Offerings (“TSOs”), Cont’d**

- 4.1** TSOs will comply with carrier's net revenue test which is founded on established economic principles ensuring above-cost pricing.
- 4.2** A customer or potential customer which is similarly situated may request service under a new or previously tariffed TSO. To qualify as a similarly situated customer for purposes of this Section, the customer seeking the TSO must demonstrate the existence of circumstances substantially and materially like those which justified the TSO as tariffed.
- 4.3** An existing customer or potential customer unable to demonstrate being similarly situated under a tariffed TSO may, nonetheless, be able to qualify for a different or new TSO tailored to that customer’s circumstances.
- 4.4** TSOs are available for all rates published in this Tariff.
- 4.5** Whenever a customer’s competitive offer entails a rate which is not at the time offered by the Company, a specifically responsive competitive rate (RCR) matching that otherwise available from the competitive offering shall be tariffed in Section 4, following.

**5. Reserved For Future Use**

(T)

(D)

(D)

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**A. Description of Service (Cont'd)**

**RESERVED FOR FUTURE USE**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

(D)

(D)

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BY: Tariff Administrator  
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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**B. Service Availability.**

Service is available twenty-four hours per day, seven days per week. The Company offers service to all those who desire to purchase service from the Company consistent with all provisions of this tariff.

1. The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the customer is using the service in violation of the provisions of this tariff, or in violation of the law.
2. Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
4. All facilities provided under this tariff are directly or indirectly controlled by the Company and the customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
6. Service is available in equal access areas only.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Rate Elements**

(C)

**1. Timing of Calls**

- a. Long distance usage charges are based on the usage of the Company's network. The Company will determine that a call has been established through industry standard answer detection methods, including hardware answer detection.
- b. Chargeable time for a call ends upon disconnection by either party.
- c. Charges for calls are based on usage of the Company's network (transport) and the related non-transport functions including without limitation, installation/account set up, general and account administration, regulatory fees, and other costs.
- d. Charges for a call are determined by adding all applicable Call Units as defined in this tariff - Minimum (Initial), Incremental, and Equivalent, and are in lieu of additional surcharges, the imposition of minimum service terms or other special charges, unless expressly set forth in this tariff.
- e. The Company adds one or more ECUs in determining TCUs to recover the equivalent of the costs for the non-transport functions of providing a call according to a non-discriminatory algorithm applied to all customers unless otherwise provided for herein.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Rate Elements (Cont'd)**

- 2. Reserved for Future Use. (C)  
(C)  
|  
(C)
  
- 3. Reserved for Future Use. (C)  
(C)  
|  
|  
|  
(C)

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Rate Elements (Cont'd)**

**4. Call Unit Calculations**

Total charges per call are calculated by using the information provided in Tables 1 or 2 to determine Total Call Units ("TCU's") in each call and by multiplying the TCU's by the rates applicable to the service provided. The following tables may be used to determine the TCU's in any call of a specified duration as shown following:

**TABLE 1 - Calls of a Minute or Less**

<u>Duration (In seconds)</u>	<u>TCU's</u>	
1-18*	3.2	(C) ----- (C)
19-22	3.3	
23-24	3.4	
25-26	3.5	
27-29	3.6	
30	3.7	
31-35	3.9	
36	4.0	
37-42	4.1	
43-44	4.2	
45-48	4.3	
49-53	4.4	
54	4.5	
55-58	4.6	
59	4.7	
60	4.8	

\* calls are subject to an 18-second minimum.

**TABLE 2 - Calls in Minutes**

<u>Duration (In minutes)</u>	<u>Formula Calculations</u>	
1-19.9	$TCU's = [Call\ Duration\ (in\ minutes) \times 2.2 + 2.6]$	(C)
20 +	$TCU's = [Call\ Duration\ (in\ minutes) + 26.6]$	(C)

Note: The tables preceding can be used in reverse to convert TCU's to minutes of call duration for individual calls.

To calculate total call cost, multiply the TCU's for a call by your rate, as listed in Section 3.Q. (C)  
 (C)

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Rate Elements (Cont'd)**

(C)

(C)

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By: Tariff Administrator  
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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Rate Elements (Cont'd)**

(C)

(C)

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Rate Elements (Cont'd)**

(C)

(C)

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Rate Elements (Cont'd)**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Rate Elements (Cont'd)**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Rate Elements (Cont'd)**

(C)

(C)

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Rate Elements (Cont'd)**

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**C. Rate Elements (Cont'd)**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Rate Elements (Cont'd)**

(C)

(C)

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ISSUED: February 14, 2003

EFFECTIVE: February 15, 2003

By: Tariff Administrator  
250 Pilot Road, Suite 300  
Las Vegas, NV 89119



**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Rate Elements (Cont'd)**

(C)

(C)

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ISSUED: February 14, 2003

EFFECTIVE: February 15, 2003

By: Tariff Administrator  
250 Pilot Road, Suite 300  
Las Vegas, NV 89119

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Rate Elements (Cont'd)**

(C)

(C)

---

ISSUED: February 14, 2003

EFFECTIVE: February 15, 2003

By: Tariff Administrator  
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Las Vegas, NV 89119

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Rate Elements (Cont'd)**

(C)

(C)

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ISSUED: February 14, 2003

EFFECTIVE: February 15, 2003

By: Tariff Administrator  
250 Pilot Road, Suite 300  
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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Rate Elements (Cont'd)**

(C)

(C)

---

ISSUED: February 14, 2003

EFFECTIVE: February 15, 2003

By: Tariff Administrator  
250 Pilot Road, Suite 300  
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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Rate Elements (Cont'd)**

(C)

(C)

---

ISSUED: February 14, 2003

EFFECTIVE: February 15, 2003

By: Tariff Administrator  
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Las Vegas, NV 89119

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

- C. Rate Elements (Cont'd)** (C)
- 5. Timing of Calls** (C)
- 5.1** All calls incur charges for Minimum and applicable Equivalent Call Units and all calls of more than 18 seconds will also incur charges for applicable Incremental Call Units. (C)  
|  
(C)
- 5.2** When the connection is established in one rate period and ends in another, the rate for each rate period applies to the portion of the connection occurring within that rate period. In the event that a billing increment is split between two rate periods the rate in effect at the start of the billing increment applies. (C)  
|  
|  
(C)

By: Glenn T. Stockton, II  
Chief Counsel, Tariff and Regulatory Affairs  
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Las Vegas, NV 89119

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

- C. Rate Elements (Cont'd)** (C)
- 6. Rounding** (C)
- 6.1 Rounding at 18/6.** Company follows the industry practice of "rounding," that is, in its most basic form, when call duration does not end on the nearest whole 6-second increment, the call's duration is rounded to the next whole 6-second increment. Services with billing increments of 6 second increments with an 18-second minimum are billed as follows - a minimum of 3 call units, equal to either 3 ICUs of 6-seconds each, or 1 Minimum Call Unit (MCU) of 18 seconds as the minimum, with additional call duration rounded to the next higher 6-second increment, i.e., the next ICU having a value in this case of a whole 6 seconds. (C)
- 6.2 Rounding to Whole Cents.** Charges for each call are totaled. If the computed charges include a fraction of a cent, the fraction is rounded up to the next whole cent (e.g., \$1.4233 would be rounded up to \$1.43). (C)

**\*Certain Material Formerly Appearing On This Page Now Appears On  
Second Revised Page 13.B.2.\***

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ISSUED: November 3, 2000

EFFECTIVE: November 6, 2000

By: Glenn T. Stockton, II  
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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Rate Elements (Cont'd)**

7. Reserved for Future Use.

(C)  
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(C)

By: Tariff Administrator  
250 Pilot Road, Suite 300  
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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Rate Elements (Cont'd)**

7. Reserved for Future Use.

(C)

(C)

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ISSUED: February 14, 2003

EFFECTIVE: February 15, 2003

By: Tariff Administrator  
250 Pilot Road, Suite 300  
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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Rate Elements (Cont'd)**

7. Reserved for Future Use.

(C)

(C)

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By: Tariff Administrator  
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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Rate Elements (Cont'd)**

7. Reserved for Future Use.

(C)

(C)

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ISSUED: February 14, 2003

EFFECTIVE: February 15, 2003

By: Tariff Administrator  
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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Rate Elements (Cont'd)**

7. Reserved for Future Use.

(C)

(C)

By: Tariff Administrator  
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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Billing and Payment For Service (Cont'd)**

(M)

**2. Payment for Service**

The customer is responsible for payment of all charges for services and equipment furnished to the customer or to an Authorized User of the customer by the Company. All charges due by the customer are payable to the Company or to any agency duly authorized to receive such payments. Any objections to billed charges must be promptly reported to the Company or the Company's billing agent. Adjustments to customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

**3. Establishment of Credit**

The Company reserves the right to examine the credit record of all service applicants and require a service deposit when determined to be necessary to assure future payment. Security Deposits required will be equal to not more than 2 months estimated usage as computed by the Company and will in all respects be consistent with Commission regulations at 52 Pa. Code Sections 64.31-64.41.

**4. Cost of Collection**

Customers shall be liable to the Company for all costs of collection.

(M)

**\*Material Appearing On This Page Formerly Appeared On Third Revised Page 14.\***

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**C. Billing and Payment For Service, Cont'd.**

**5. Billing Disputes**

- a. Billing disputes shall be processed by the Company or its billing agent(s) consistent with Commission regulations at 52 Pa. Code Chapter 64.
- b. Customers unsatisfied with the Company's handling of a dispute may contact the Commission's Bureau of Consumer Services.

**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**D. Cancellation or Termination of Service.**

1. The customer may cancel service upon written notice to the Company.
2. The Company may terminate service to a customer for nonpayment of undisputed charges or other violation of this tariff or provision of law upon 10 days written notice to the customer without incurring any liability for damages due to loss of telephone service to the Subscriber.

**E. Liabilities of the Company**

1. The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the faults in transmission occur.
2. The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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**SECTION 2 - RULES AND REGULATIONS CONT'D.**

**E. Liabilities of the Company, Cont'd.**

3. The Company shall not be liable for, and shall be fully indemnified and held harmless by the customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
4. The Company shall not be liable for any defacement of or damages to the premises of a customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
5. The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the customer.
6. Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.



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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**E. Liabilities of the Company (Cont'd)**

7. Year 2000 Compliance. Company shall not be liable to any Customer, Authorized User or third party under any law or regulation or any theory of liability, including indemnity, based on claims or because of Company's or its underlying carrier's failure or neglect to have and maintain a system, systems, a network, networks, equipment, facilities or services that are Year 2000 compliant. As the Year 2000 approaches, date information associated with any interfaces between the Company and Customer and/or its Authorized User shall be considered to remain as it is. Any changes in the interfaces, interface format or formats associated with date information shall be processed and worked by Company's Y2K Compliance Division and no change of any nature may be made, used or implemented unless and until approved by Company's Y2K Compliance Division and tested successfully for Y2K compliance. Customer's service may be delayed, canceled, temporarily or permanently discontinued or terminated without liability in the event Company determines that harm to its network, equipment, facilities or services may be caused by a Customer's not having provided proof of its compliance with the Y2K phenomenon.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**E. Liabilities of the Company (Cont'd)**

8. **Arbitration of Disputes.** The Company will in good faith attempt to resolve all disputes raised by Customer to the Company. In addition, the Pennsylvania Public Utility Commission shall have the authority to investigate and resolve complaints made by Customers regarding telecommunication services provided in Pennsylvania. The Commission may resolve Customer complaints between the Customer and the Company pursuant to Commission procedures by attempting to work with both parties to come to resolution. All disputes submitted to the Commission by a Customer which are not ultimately resolved through Commission procedure, or disputes which the Customer chooses not to resolve through Commission procedure, shall be resolved through binding arbitration.

Arbitration of disputes, whether raised by the Company or by the Customer, shall resolve all issues between the Company and the Customer, and shall not involve any form of class or collective arbitration nor any form whatsoever of class action lawsuit. A dispute occurs when the customer fails to pay an invoice or contests it for any reason associated with the ordering, installation, provisioning, maintenance, repair, interruption, restoration or termination of any service or facility offered under this Tariff. Once a dispute is raised, arbitration is mandatory, and counterclaims may be asserted. The arbitration shall be administered by the neutral third party administrator (Administrator) jointly chosen by the customer and Company and shall be conducted under rules and procedures normally followed for arbitrations conducted in this country. As a condition of service under this Tariff, and as disclosed in the customer authorization for service (LOA), any dispute or any counterclaims in response to such a dispute shall be governed by such arbitration rules and procedures. Nothing herein shall be construed to deny a customer its rights to file complaints with the Pennsylvania Public Utility Commission pursuant to applicable statutory or regulatory provisions at any time.

(C)

(C)



**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**I. Reserved for Future Use**

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**\*All Material on This Page is New.\***

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**J. Service Cancellation, Discontinuance and Termination**

Subject to and to be construed consistent with section 2.D, preceding, and under applicable circumstances as set forth following, Company's services may be canceled, temporarily or permanently discontinued or terminated without liability of any kind to customer or any third party. Company's right to cancel, discontinue and/or terminate a service or services applies equally to and/or may in Company's discretion be limited to new orders for or modifications to existing service, new service orders, modifications of services yet to be commenced or other service circumstances.

**1. Definitions**

A service or services are considered "canceled" when the Company determines not to provision service prior to commencement of that service.

A service or services are considered to be "temporarily discontinued" when Company determines to suspend service or services for a period of time during which the causes underlying the suspension of service are investigated to determine whether a service or services may be reinstated consistent with this tariff and/or applicable law and/or regulation. Temporary discontinuances may not exceed thirty days, unless good cause is shown. At the end of the applicable period of temporary discontinuance, e.g., 30 days, service must be reinstated according to the original terms and conditions applicable to said service or services as set forth in this tariff.

A service or services are considered to be "permanently discontinued" when Company is unable to determine within the applicable period of temporary discontinuance that the service or services cannot be reinstated according to the original terms and conditions applicable to said service or services as set forth in this tariff.

**\*All Material on This Page is New.\***

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**J. Service Cancellation, Discontinuance and Termination (Cont'd)**

**1. Definitions (Cont'd)**

A service or services are considered "terminated" when Company ceases to provision the service or services for a customer or class of customers or determines that offering the service or services is no longer warranted because customer demand for the service or services has fallen below the level needed to maintain the service or services on a cost effective or operationally practical basis or both.

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**\*All Material on This Page is New.\***

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**J. Service Cancellation, Discontinuance and Termination (Cont'd)**

**2. Cancellation**

- a.** A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines the customer's service profile does not meet the eligibility requirements applicable to the service or services under this tariff. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.
- b.** A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines that the customer has a history of late payments, payment delinquencies, a poor credit rating, or a history of disputed billings with Company or other telecommunications service providers. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.
- c.** A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines that the customer's representative did not have the authority to order the service or services, fails to provide proof satisfactory to Company that such authority was delegated to the person claiming to represent the customer, or Company determines by any means that the person misrepresented his or her authority on behalf of customer. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.

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**\*All Material on This Page is New.\***

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**J. Service Cancellation, Discontinuance and Termination (Cont'd)**

**3. Temporary Discontinuance**

- a.** A specific service or any combination of multiple services may be temporarily discontinued if Company determines that circumstances exist which if shown to be true would cause the continuation of the service or services to violate any term or provision of this tariff, any applicable law or regulation, or result in unlawful, abusive, fraudulent, or harassing use or an invasion of another's privacy. Company will provide reasonable advance notice, not to exceed ten calendar days, of any temporary discontinuance; provided that Company may institute a temporary discontinuance without prior notice when Company determines such action is necessary in the public interest, to avoid a possible violation of law, this tariff or governing regulations or in any circumstance where the rights of a third party may be threatened with substantive harm or damage.
- b.** A specific service or any combination of multiple services may be temporarily discontinued without prior notice if Company determines that a customer's monthly usage exceeds or is projected in any of the next three succeeding billing cycles to exceed customer's estimated usage provided prior to commencement of service by \$500, and customer, having been notified of its unexpected level of usage, and requested to provide specific security for payment of charges, fails to confirm in writing customer's acknowledgment and agreement to the tariffed charge applicable to customer's service or services and provide Company with an advance payment. Such advance payment must be provided Company by wire transfer pursuant to banking instructions provided by Company.

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ISSUED: April 7, 1999

EFFECTIVE: April 8, 1999

By: Tariff Administrator  
250 Pilot Road, Suite 300  
Las Vegas, NV 89119



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**\*All Material on This Page is New.\***

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**J. Service Cancellation, Discontinuance and Termination (Cont'd)**

**3. Temporary Discontinuance (Cont'd)**

- c. A specific service or any combination of multiple services may be temporarily discontinued without prior notice if Company determines that customer's most recent payment was remitted without sufficient funds to cover the then outstanding charges and any arrearage, and customer, having been notified of its insufficient funds, fails to confirm in writing customer's acknowledgment and agreement to the tariffed charges applicable to customer's service or services and provide Company with an advance payment.
- d. A specific service or any combination of multiple services may be temporarily discontinued without prior notice if customer has not paid the charges for services rendered within thirty (30) days of invoice date and Company determines that customer has or will refuse to pay the invoiced tariffed charges other than for legitimate unresolved disputes about the charges. For purposes of this section, legitimate disputes over charges do not include"
- Disputes arising from Company's billing and collection of government imposed surcharges, fees, assessments, taxes or other similar charges for which Company is not the originator;
  - Disputes arising from Company's bill presentation format;
  - Disputes arising from Company's rate structure;
  - Disputes arising from any cause not related to miscalculations of charges for services rendered; disputes over the services themselves as to quality, reliability, or "as ordered" correctness; and/or
  - Customer's dispute of the correctness of Company's determination to reject customer's original "legitimate" dispute of Company's charges.

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ISSUED: April 7, 1999

EFFECTIVE: April 8, 1999

By: Tariff Administrator  
250 Pilot Road, Suite 300  
Las Vegas, NV 89119

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\*All Material on This Page is New.\*

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**J. Service Cancellation, Discontinuance and Termination (Cont'd)**

- 4. Permanent Discontinuance.** A specific service or any combination of multiple services may be permanently discontinued if Company is unable to determine within the applicable period of temporary discontinuance as provided for in section 2.J.3.d, preceding, that the service or services may be reinstated according to the original terms and conditions applicable to said service or services as set forth in this tariff; or the causes giving rise to the temporary discontinuance in the first instance have not been resolved permitting reinstatement of service on the terms and conditions applicable prior to temporary discontinuance of service. Company will provide prior written notice of permanent discontinuance within a reasonable time, not to exceed five (5) business days once Company determines permanent discontinuance is required.
- 5. Termination.** A specific service or any combination of multiple services may be terminated if Company determines to cease provisioning the service or services for a customer or class of customers for cause. For purposes of this section, "cause" is defined as follows:

  - a.** The circumstances giving rise to Company's determination to cancel, temporarily discontinue or permanently discontinue a service or any combination of multiple services are determined by Company to be immune to positive changes or improvement.
  - b.** The offering of the service or services is no longer warranted because customer demand for the service or services has fallen below the level needed to maintain the service or services on a cost effective or operationally practical basis or both.
  - c.** The offering of the service or services is no longer warranted because applicable laws, regulation, or government policy have separately or in combination made continued provisioning of the service or services technically and/or competitively infeasible, economically unviable or operationally impracticable.

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ISSUED: April 7, 1999

EFFECTIVE: April 8, 1999

BY: Tariff Administrator  
250 Pilot Road, Suite 300  
Las Vegas, NV 89119

**\*\*ALL MATERIAL ON THIS PAGE IS NEW\*\***

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**J. Service Cancellation, Discontinuance and Termination (Cont'd)**

**6. Service Term Commitments**

- a. Termination Charges - Discontinuance Before Expiration.** Should customer discontinue service before the expiration of any term commitment specified in this tariff, customer shall be liable for termination charges as specified in the term commitment.
- b. 90-Day Term Agreement** – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 90-Day Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by three (3) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 90-Day Term Agreement will automatically renew for subsequent additional 90-Day terms unless customers cancel their account within 30 days of completion of the current term.
- c. 6-Month Term Agreement** – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 6-Month Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by six (6) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 6-Month Term Agreement will automatically renew for subsequent additional 6-Month terms unless customers cancel their account within 30 days of completion of the current term.

ISSUED: December 31, 2002

EFFECTIVE: January 1, 2003

By: William P. Wright  
Executive Director, Corporate and Regulatory Affairs  
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**\*\*ALL MATERIAL ON THIS PAGE IS NEW\*\***

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**J. Service Cancellation, Discontinuance and Termination (Cont'd)**

**6. Service Term Commitments (Cont'd)**

- d. 1-Year Term Agreement** – In consideration for a guarantee, granted to certain new customers, that a customer's long distance Interstate and Intrastate/IntraLata usage rates will not increase during the Agreement term, such customers may elect to be subject to a 1-Year Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by twelve (12) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination.
- e. Discontinuance Without Liability** - Customers may discontinue service before expiration of any term commitment specified in this tariff without incurring the applicable termination charges if customers restructure their service by agreeing to a new service term of equal or greater length as that of the service term customer discontinues or to a new service with a greater volume commitment for a term, the combination of which (that is, the new term and greater volume commitment) has a value equal to or greater than the value of the service being discontinued.

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**\*All Material on This Page is New.\***

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**K. General Customer Eligibility Requirements**

Company offers service to all persons and/or entities which meet the following general eligibility requirements. Additional eligibility requirements may apply for specific services and will be described and prescribed in the sections of this tariff applicable to each service offering based on specific eligibility requirements in addition to those following.

1. **Non-Payment of Charges** - At any time within the two years prior to ordering service from Company, customer may not have had its account with another telecommunications service provider canceled for non-payment of charges.
2. **Timely Payment of Charges** - At any time within the twelve (12) months prior to ordering service from Company, customer may not have had any history of late payment charges for services provided by another telecommunications service provider.
3. **No History of Delinquencies** - Presently, or at any time during a previous service period with Company or any commonly owned telecommunications service provider, Customer may not have had or have any delinquencies in payment of applicable charges.
4. **Creditworthiness** - Prior to and at all times during service terms, customer may have and maintain credit worthiness determined to be satisfactory to Company in its sole and absolute discretion.

**SECTION 3 - RATES**

**RESERVED FOR FUTURE USE**

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ISSUED: February 16, 2001

EFFECTIVE: February 19, 2001

By: Glenn T. Stockton, II  
Chief Counsel, Tariff and Regulatory Affairs  
250 Pilot Road, Suite 300  
Las Vegas, NV 89119

**SECTION 3 - RATES (Cont'd)**

**RESERVED FOR FUTURE USE**

(D)

(D)

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ISSUED: February 16, 2001

EFFECTIVE: February 19, 2001

By: Glenn T. Stockton, II  
Chief Counsel, Tariff and Regulatory Affairs  
250 Pilot Road, Suite 300  
Las Vegas, NV 89119

**SECTION 3 - RATES (Cont'd)**

**RESERVED FOR FUTURE USE**

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**SECTION 3 - RATES (Cont'd)**

**RESERVED FOR FUTURE USE**

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(D)

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By: Glenn T. Stockton, II  
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**SECTION 3 - RATES (Cont'd)**

**P. Freedom Plans**

Subject to Section 3.Q and 4.A following, Carrier offers services under its Freedom Plan for Business Users based on the Rate Plans and categories as specified following. Rates are graduated as shown in Table 1 following, higher to lower, that is, Rate Category I for the Cairo 2 Rate Plan contains Carrier's lowest offered rates and Rate Category XI for the Basic Q Rate Plan contains Carrier's top rates.

Table 1

<b>Rate Plan</b>	<b>Rate Category</b>
Basic Q	XI
Classic Q	X
Classic 2	IX
Classic 1	VIII
Universal	VII
Prime 2	VI
Prime 1	V
Super 1	IV
Super 2	III
Cairo 1	II
Cairo 2	I

**P.1** Any Rate Category I-IX customers in service on or before April 15, 2013, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after July 18, 2013, that are reflected on invoices rendered on or after August 15, 2013. (C)

**P.2** Any Rate Category X customers in service on or before April 15, 2013, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category XI, effective for all calls on or after July 18, 2013, that are reflected on invoices rendered on or after August 15, 2013. (C)

**P.3 Reserved for Future Use**

**SECTION 3 - RATES (Cont'd)**

**Q. Freedom Plans**

Company offers two Freedom Plans, its Freedom Plan 2000 and its Freedom Plan for Business Users. Company's standard tariff rate methodology applies in each invoice under its Freedom Plan 2000. Section 2.A.7 applies to Company's Freedom Plan for Business Users. The following Freedom Plans Rate Plans, the Basic Q, Classic Q, Classic 2, Classic 1, Universal, Prime 2, Prime 1, Super 1, Super 2, Cairo 1 and Cairo 2 Rate Plans are offered. The Freedom Plan rates are as follows: (C)

**1. Basic Q Rate Plan**

Basic Q rates are provided to customers with no minimum monthly intrastate usage requirement at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0495	\$0.0165
Off-Peak/Non-Business Day	\$0.0495	\$0.0165

**2. Classic Q Rate Plan**

Classic Q rates are provided to customers whose minimum monthly usage is over \$5.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0447	\$0.0149
Off-Peak/Non-Business Day	\$0.0447	\$0.0149

**3. Classic 2 Rate Plan**

Classic 2 rates are provided to customers whose minimum monthly intrastate usage is over \$10.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0417	\$0.0139
Off-Peak/Non-Business Day	\$0.0417	\$0.0139

**SECTION 3 - RATES (Cont'd)**

**Q. Freedom Plan for Business Users Rate Plans (Cont'd)**

**4. Classic 1 Rate Plan**

Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over \$15.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0387	\$0.0129
Off-Peak/Non-Business Day	\$0.0387	\$0.0129

**5. Universal Rate Plan**

Universal rates are provided to customers whose minimum monthly intrastate usage is over \$20.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0357	\$0.0119
Off-Peak/Non-Business Day	\$0.0357	\$0.0119

**6. Prime 2 Rate Plan**

Prime 2 rates are provided to customers whose minimum monthly intrastate usage is over \$25.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0297	\$0.0099
Off-Peak/Non-Business Day	\$0.0297	\$0.0099

**\*Certain material appearing on this page formerly appeared on Eighth Revised Page 23.3\***

**\*Certain material formerly appearing on this page now appears on Sixteenth Revised Page 23.1\***

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EFFECTIVE: January 1, 2004

By: Tariff Administrator  
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**SECTION 3 - RATES (Cont'd)**

**Q. Freedom Plan for Business Users Rate Plans (Cont'd)**

**7. Prime 1 Rate Plan**

Prime 1 rates are provided to customers whose minimum monthly intrastate usage is over \$30.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0267	\$0.0089
Off-Peak/Non-Business Day	\$0.0267	\$0.0089

**8. Super 1 Rate Plan**

Super 1 rates are provided to customers whose minimum monthly intrastate usage is over \$35.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0237	\$0.0079
Off-Peak/Non-Business Day	\$0.0237	\$0.0079

**9. Super 2 Rate Plan**

Super 2 rates are provided to customers whose minimum monthly intrastate usage is over \$40.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0207	\$0.0069
Off-Peak/Non-Business Day	\$0.0207	\$0.0069

**10. Cairo 1 Rate Plan**

The Cairo 1 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers, whose minimum monthly intrastate usage is over \$25.00, at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

**11. Cairo 2 Rate Plan**

The Cairo 2 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided to new, "saved" or "Winback" customers, whose minimum monthly intrastate usage is over \$30.00, at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0117	\$0.0039
Off-Peak/Non-Business Day	\$0.0117	\$0.0039

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**SECTION 3 - RATES (Cont'd)**

**R. Reserved for Future Use**

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**S. Rates for Calls Terminated to a Mobile Phone or Pager**

From and after December 22, 1999, all calls terminated to a mobile phone or pager shall be charged the following rates:

<u>Minimum Call Unit</u> <u>or Fraction</u>	<u>Incremental Call Unit</u> <u>or Fraction</u>
\$0.0537	\$0.0179

**T. Rates for Calling Cards**

Rates for calling card calls which are not associated with other services are time of day sensitive.

	<u>Minimum Call Unit</u> <u>or Fraction</u>	<u>Incremental Call Unit</u> <u>or Fraction</u>
Peak/Business Day	\$0.0495	\$0.0165
Off-Peak/Non-Business Day	\$0.0444	\$0.0148

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**SECTION 3 - RATES (Cont'd)**

**U. Miscellaneous Charges**

**1. Directory Assistance Rate per call: \$1.25**

**2. Calling Card "Bong" Charge**

A \$0.50 per call charge applies to each call initiated using calling card access.

**3. Payphone Access Surcharge**

A surcharge applies to all remote access calls, including 800/888/877 and calling card calls that are accessed by dialing 800/888/877, originating from payphones.

Per Call: \$0.69

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**4. Account Recourse Charges (ARCs)**

Customers choosing to close their respective accounts with Company prior to the completion of a continuous service period of six consecutive invoices are subject to Account Recourse Charges (ARCs). Account Recourse Charges include one of two applicable one-time adjustments in service rate(s) and a separate adjustment in calling card rates for the final period of service which immediately precedes Customer's service termination. Application of ARC charges are determined on the day prior to the final day of active service for each Customer, that is, the last day on which Customer utilizes the Company's services. All ARCs are billed on the final invoice rendered. ARC charges do not apply if the final day of active service is the last day of the Customer's first invoice period.

Final Adjusted Invoice Rate( FAIR) \$ 0.438 per applicable full  
For a Customer whose last service billing increment  
date is less than 18 days into  
Customer's final billing cycle.

Final Adjusted Invoice Rate (FAIR) \$ 0.219 per applicable full  
For a Customer whose last service billing increment  
date is more than 18 days into  
Customer's final billing cycle.

Final Adjusted Invoice Rate (FAIR) \$ 0.165 per applicable full  
Calling Card billing increment Service for all services plus a  
call set up charge of \$0.50 per call

Separate FAIR charges are applied pursuant to Company's applicable international and interstate tariffs.

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**SECTION 3 - RATES (Cont'd)**  
**\* All material on this page is new \***

**V. Limited-Class Switched Rates**

**1. Dedicated Rates.** The following rates are available to new customers and “save” or “winback” customers with T-1 access lines.

a. D-1 Rate Plan

D-1 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

	<u>Minimum Call Unit</u> <u>Or Fraction</u>	<u>Incremental Call Unit</u> <u>Or Fraction</u>
Peak/Business Day	\$0.0207	\$0.0069
Off-Peak/Non-Business Day	\$0.0207	\$0.0069

b. D-2 Rate Plan

D-2 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

	<u>Minimum Call Unit</u> <u>Or Fraction</u>	<u>Incremental Call Unit</u> <u>Or Fraction</u>
Peak/Business Day	\$0.0177	\$0.0059
Off-Peak/Non-Business Day	\$0.0177	\$0.0059

c. D-3 Rate Plan

D-3 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$120.00 at the following rates:

	<u>Minimum Call Unit</u> <u>Or Fraction</u>	<u>Incremental Call Unit</u> <u>Or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

d. D-4 Rate Plan

D-4 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$130.00 at the following rates:

	<u>Minimum Call Unit</u> <u>Or Fraction</u>	<u>Incremental Call Unit</u> <u>Or Fraction</u>
Peak/Business Day	\$0.0117	\$0.0039
Off-Peak/Non-Business Day	\$0.0117	\$0.0039

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**\*ALL MATERIAL ON THIS PAGE IS NEW\***

**SECTION 3 - RATES (Cont'd)**

**V. Limited-Class Switched Rates (Cont'd)**

**2. Limited-Class "X" Rates.** The following rates are available to new customers and "save" or "winback" customers. Calls made under these rate plans shall not be subject to the addition of Equivalent Call Unit's (ECU's) as described in the sections preceding.

**a. X-1 Rate Plan**

X-1 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0237	\$0.0079
Off-Peak/Non-Business Day	\$0.0237	\$0.0079

**b. X-2 Rate Plan**

X-2 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0207	\$0.0069
Off-Peak/Non-Business Day	\$0.0207	\$0.0069

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS**

(C)

**A. Freedom Plan for Business Users.**

Any business Customer meeting the eligibility requirements set forth following is eligible for the Freedom Plan for Business Users. The Freedom Plan for Business Users applies only to calls that originate and terminate within Pennsylvania during Business Day hours. The following services are eligible for the Freedom Plan for Business Users: 1+ Outbound, Toll Free Access (800/888), and Internet Access. The Freedom Plan for Business Users does not apply to calling card calls, not to Customers deciding to receive services under Company's Super U/Super 1 rate plan.

1. Under the Freedom Plan for Business Users, the Company will waive the ECU rate component for the first and second periods of service within the regular billing cycle for each Customer eligible for and selecting the Freedom Plan for Business Users. Company's standard tariff rates apply at the expiration of this introductory period.
  
2. To be eligible for the Freedom Plan for Business Users, Customer must not have had its account with any carrier canceled for nonpayment of charges, must not have a history of late payment of charges at any time during the 12 month period preceding customer's service commencement date with Company, and must have originated and terminated usage within the state of Pennsylvania within the 30 day period preceding customer's service commencement date with Company.

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**“ALL MATERIAL ON THIS PAGE IS NEW”**

**SECTION 4  
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE  
SERVICE OFFERINGS**

**A. Freedom Plan for Business Users.**

3. Reserved for Future Use.
4. Companion Federal Rate Guarantee
  - A. For a customer who maintains eligibility for and receives service under the Freedom Plan for Business Users, the minimum and incremental call unit rates for intrastate calls under this tariff are guaranteed for the same number of invoices, i.e., 12 invoices for customers whose peak/business day interstate usage rates are \$0.069 to \$0.149 (6 invoices for any customer whose peak/business day interstate usage rate is \$0.059), as the number of invoices guaranteed under Company’s Freedom Plan for Business Users for interstate calls as provided in Company’s Tariff F.C.C. No. 4. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive offer.
  - B. Calling Card services are not eligible for this rate guarantee.
5. Terms and Conditions. Each term and condition of this Section 4 and Company’s Tariff F.C.C. No. 4, including specific eligibility provisions, apply and serve to qualify the availability and continuation of a customer’s call unit rate guarantee as set forth herein.

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**\*\*ALL MATERIAL ON THIS PAGE IS NEW\*\***

**SECTION 4  
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE  
SERVICE OFFERINGS**

**A. Freedom Plan for Business Users (Cont'd)**

**6. "One, Two, Three, Every Third Invoice Free" Promotion**

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:

- a.** A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
- b.** A credit applied to every third invoice, starting with customer's sixth invoice (6<sup>th</sup>, 9<sup>th</sup>, 12<sup>th</sup>, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

**Eligibility.** To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credits, prior to the sixth and each subsequent invoice credit invoice.

**\*All Material On This Page Is New.\***

**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

(C)

**B. 20% Credit Every 6 Months**

Company will offer the following to new business customers and existing business customers who qualify as a "save" or "winback" customer whose service plan calculates charges by Total Call Units (TCUs):

- To receive the benefits, eligible customers must call a Company Customer Care Representative.
- Eligible customers will accrue a 20 percent credit on intrastate usage for direct Dial "1" and toll free calls, equal to the customer's charges during the preceding 5-month's usage, to be applied to the customer's 6-month invoice. The 20 percent credit will be applied to the customer's account once every 6 months so long as the subscriber remains a Company customer during each 6-month period, or they will forfeit all benefits.
- Credits will not apply to calls made to Directory Assistance, taxes, access fees, or other fees and assessments, and may not be combined with any other credits, promotions, or offers except promotional debit cards, referral credits, and the free minutes offers.
- Customers will not receive credit if the customer has a 60-day outstanding balance of \$50 or greater.

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**SECTION 5**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

(C)

**D. - E. Reserved for Future Use**

(C)

**F. Advantage Card Service (ACS)**

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in F.1 following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS Customer's non-calling card calling beginning with Customer's 2nd invoice following Customer commencement of service as an ACS Customer ("Total Calling Advantage").

**1. Eligibility**

Company's Advantage Card Service (ACS) becomes available once a Customer has completed a minimum of 30 consecutive days of "on-line" services offered by Company (that is, any stand-alone or combination of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause).

**2. Limitations and Disclaimers**

- A.** ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
- B.** The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.
- C.** ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in E following.

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

(C)

**F. Advantage Card Service (ACS) (Cont'd)**

**2. Limitations and Disclaimers (Cont'd)**

- D.** Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).
- E.** Subject to and in accordance with the provisions of Section A.4 preceding and the eligibility requirements of F.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required F.1 preceding.
- F.** An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

**3. Reinstatement**

An ACS Customer which has lost its eligibility for the Total Calling Advantage may reinstate its eligibility for the Total Calling Advantage by curing any outstanding delinquency and/or by qualifying as a winback customer. Once reinstated, the ACS Customer must maintain its eligibility in good standing.

**4. Rates**

The rates set forth in Section 3.S preceding apply to ACS service.

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

(C)

**G. Customer Advantage Plans ("CAPs")**

**1. General Terms and Conditions**

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Advantage Plan" or "CAP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CAP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Advantage Plan offerings are available for eligible Customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CAP to be valid.

- A.** CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
- B.** A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

(C)

**G. Customer Advantage Plans (“CAPs”) (Cont'd)**

**1. General Terms and Conditions (Cont'd)**

- C.** An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer’s circumstances.
- D.** CAPs are available for all published rates.
- E.** Whenever a Customer’s competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 4.
- F.** All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
- G.** To receive the Invoice Free CAPs pursuant to G.2 through and including G.6 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility except as otherwise provided following.

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

**G. Customer Advantage Plans ("CAPs") (Cont'd)**

**2. Customer 6th and 12th Invoice Advantage Plan**

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th and 12th invoices as provided following.

**A.** For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges), first, for the consecutive five month ("eligible charges"), for the consecutive five-month period preceding customer's 6th invoice and for the consecutive eleven-month period preceding customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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(C)

**B.** Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
- have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
- have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
- pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under G.2.A, preceding.

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

**G. Customer Advantage Plans (Cont'd)**

**3. Customer 6th, 10th, and 14th Invoice Advantage Plan**

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 10th, and 14th invoices as provided following.

- A.** For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice, for the consecutive nine-month period preceding Customer's 10th invoice, and for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit applied. (C)  
(C)  
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- B.** Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9, and 13 months) of service;
- have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
- have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under G.3.A, preceding.

**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

(C)

**G. Customer Advantage Plans (Cont'd)**

**4. Customer "Thanks for Taking the Time" Advantage Plans**

**A. "Thanks for Taking the Time" - 1 ("TTT-1") Advantage Plan**

On and after June 9, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-1") service promotion.

1. Card Denominations. Under this promotion, Company's debit card is available in \$25, \$50, and \$150 denominations based on the end user's monthly volume of usage.

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$25.00	0 - \$49.99
\$50.00	\$50.00 - \$149.99
\$150.00	\$150.00 - \$249.99

2. Rates. The rates for calls using the Company's TTT-1 service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

<u>Minimum Call</u> <u>Unit Value</u> <u>@ 60 seconds</u> <u>or Fraction</u>	<u>Incremental Call</u> <u>Unit Value</u> <u>@ 60 seconds</u> <u>or Fraction</u>
\$0.165	\$0.165

3. Availability. Company's TTT-1 service promotion is available on and after June 9, 2000 until December 9, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

(C)

**G. Customer Advantage Plans (Cont'd)**

**4. Customer "Thanks for Taking the Time" Advantage Plans**

**A. "Thanks for Taking the Time" - 1 ("TTT-1") Advantage Plan**

- 4.** Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT-1 Card prior to the sunset date or Company's discretionary withdrawal of the TTT-1 Card promotion shall receive service until its TTT-1 Card calling capacity is exhausted by use or specified usage deadline. Each TTT-1 Card expires one (1) year from date of activation.

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

(C)

**G. Customer Advantage Plans (Cont'd)**

**4. Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)**

**B. "Thanks for Taking the Time" - 2("TTT-2) Advantage Plan**

On and after June 9, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" service promotion.

1. Card Denominations. Under this promotion, a Company debit card is available in a single \$250 denomination based on the end user's monthly volume of usage.

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$250.00	\$250.00+

2. Rates. The rates for calls using the Company's TTT service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

<u>Minimum Call</u> <u>Unit Value</u> <u>@ 60 seconds</u> <u>or Fraction</u>	<u>Incremental Call</u> <u>Unit Value</u> <u>@ 60 seconds</u> <u>or Fraction</u>
\$0.165	\$0.165

3. Availability. Company's TTT service promotion is available on and after June 9, 2000 until December 9, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

(C)

**G. Customer Advantage Plans (Cont'd)**

**4. Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)**

**B. "Thanks for Taking the Time" - 2("TTT-2) Advantage Plan (Cont'd)**

- 4.** Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT Card prior to the sunset date or Company's discretionary withdrawal of the TTT Card promotion shall receive service until its TTT Card calling capacity is exhausted by use or specified usage deadline. Each TTT Card expires one (1) year from date of activation.
- 5.** Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in Section G.4.B.1 preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 4.B preceding.

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

(C)

**G. Customer Advantage Plans (Cont'd)**

**5. Customer S&W Prepaid Advantage Plan**

On and after June 9, 2000, any customer which qualifies as a "save" or "winback" customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the "saved" or "wonback" Customer's immediately preceding full month's (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis.

Table		
Customer's Prior Month's Non-Calling Card Charges*	2.5 Factor	S&W Calling Card Denomination(s)
\$ 50.00	x 2.5	\$125.00
75.00	x 2.5	187.50
90.00	x 2.5	225.00
100.00	x 2.5	250.00
150.00	x 2.5	250.00 + 125.00
250.00	x 2.5	250.00 + 250.00 + 125.00

\* Sample levels only. Company reserves the right to round down the actual capacity of any S&W Card.

**A. Rates.** The rates for calls using the Company's S&W Card are time of day insensitive; decremented in sixty (60) second increments with a minimum call unit of 60 seconds; and are rounded to the next whole 60 second increment.

Minimum Call Unit	Incremental Call Unit
<u>@ 60 seconds or Fraction</u>	<u>@ 60 seconds or Fraction</u>
\$0.165	\$0.165

**B. Availability.** Company's S&W Card service promotion is available on and after June 9, 2000 until December 9, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

(C)

**G. Customer Advantage Plans (Cont'd)**

**5. Customer S&W Prepaid Advantage Plan (Cont'd)**

- C.** Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any Customer which has received an S&W Card prior to the sunset date or Company's discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline).
  
- D.** Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section G.5 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services.

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

**G. Customer Advantage Plans (Cont'd)**

**6. Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan**

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 9th, 13th, 19th, 22nd, and 26th invoices as provided following.

- A. For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") as for the consecutive five month period preceding Customer's 6th invoice; for the consecutive eight-month period preceding Customer's 9th invoice; for the consecutive twelve-month period preceding Customer's 13th invoice; for the consecutive eighteen-month period preceding Customer's 19th invoice; for the consecutive twenty-one-month period preceding Customer's 22nd invoice; and for the consecutive twenty-five month period preceding Customer's 26th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

(C)

**G. Customer Advantage Plans (Cont'd)**

**6. Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)**

**B.** Eligibility. To be eligible for the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than \$50.00;
- have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
- have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related eighth, twelfth, eighteenth, twenty-first, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under G.6.A, preceding.

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

(C)

**G. Customer Advantage Plans (Cont'd)**

**6. Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)**

**B. (Cont'd)**

- Contact Company's Customer Care Department to confirm eligibility and to activate the Promotion. A Customer must contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice in order to receive all six invoice credits. A Customer who meets and continues to meet all other Eligibility requirements except that it does not contact Customer Care to activate the promotion until a date subsequent to the last day in the period of service covered by Customer's fifth invoice, will receive all credits on specified invoices (9th, 13th, 19th, 22nd, and 26th) generated by Company after the required contact with Customer Care is made, but will not retroactively receive a credit for any specified invoice already generated by Company.

Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section G.6.A preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

**G. Customer Advantage Plans (Cont'd)**

**7. Save/Winback Off-Peak/Non-Business Day Adjustments.**

Customers whose rates are adjusted pursuant to 3.R preceding and who then qualify as a “save” or “winback” customer are eligible to be rerated to the rates prior to any applicable adjustment made pursuant to 3.R. (T)

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

**H. Freedom Plan Plus (FPP)**

Customers who qualify as either a "winback" or "save" under Telecompetitive Service Offerings ("TSO's"), and who Company determines that but for the availability of an alternative rate plan structure, Company would not be able to retain ("save"), or will not be able to winback a prior customer already having switched its services to another carrier ("winback"), may be offered Freedom Plan Plus. The Freedom Plan Plus telecompetitive service offering, whenever added to a customers calling plan, is limited in duration to six consecutive invoices once initiated.

Freedom Plan Plus customers' accounts are subject to ninety-six (96) second Minimum Call Units (MCU's) and Incremental Call Units (ICU's), with rounding to the next full ninety-six (96) second increment thereafter, unless subject to other rounding methodology under a telecompetitive service offer. However, Customers under Freedom Plan Plus receive a waiver of Equivalent Call Units (ECU's). That is, Customers under Freedom Plan Plus are charged, on a per-call basis, for the duration of a call only.

All conditions applicable to Freedom Plan customers must be satisfied in order for a customer to qualify for Freedom Plan Plus. A Customer under Freedom Plan Plus shall be billed at Freedom Plan Rates for Freedom Plan Services, as determined by the Customer's applicable Freedom Plan Rate Category. However, Freedom Plan Plus Customers' accounts must have an applicable Freedom Plan Rate Category which corresponds to a call unit rate of \$0.119 or higher. Freedom Plan customers who select Freedom Plan Plus, whose accounts are subject to a Freedom Plan Rate Category which corresponds to a lower call unit rate than \$0.119 will have their Rate Category adjusted upward to a Rate Category corresponding to a call unit rate of \$0.119 or higher. The same promotions and incentives available to other Freedom Plan customers are available to Freedom Plan Plus customers, subject to the same qualifications and other requirements applicable to other Freedom Plan customers for those promotions or incentives.

As of October 1, 2003, any Customer who has had the Freedom Plan Plus service offering active on their account for six or more consecutive invoices shall have this offering removed from their calling plan.

All Freedom Plan Plus customers in service on or before April 15, 2013, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories or to the highest available rate category, whichever is lower, effective for all calls on or after July 18, 2013, that are reflected on invoices rendered on or after August 15, 2013. (C)

**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

**H. Reserved for Future Use**

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

**H. Reserved for Future Use**

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

**H. Reserved for Future Use**

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

**I. Service Term Invoice Free Credit.**

New customers or customers who qualify as either a “save” or a “winback” and who meet the eligibility requirements set forth in Section 4.I.2 shall receive the Service Term Invoice Free Credit.

**I.1. Credit.** For the entire service term of each new customer or customer that qualifies as either a “save” or “winback” customer, a continuing periodic credit shall be given in the invoice following each consecutive five months of uninterrupted service (“credit invoice”) equal to the lower of either (i) the average of the customer’s monthly usage and non-usage charges for five months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

**I.2. Eligibility.** To be eligible for the Service Term Invoice Free Credit, each customer must:

- A.** Have initiated service under a Freedom Plan for Business Users Plan;
- B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable Freedom Plan for Business Users Plan;
- C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D.** Have received five months of consecutive and uninterrupted service preceding each credit invoice;
- E.** Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and,
- F.** Pay all charges rendered in customer’s credit invoice in excess of the amount of the applicable credit as calculated under Section 4.I.1, preceding.

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**\* ALL MATERIAL ON THIS PAGE IS NEW \***

**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

- J. Service Term Invoice Free Credit II.** New customers or customers who qualify as either a “save” or a “winback” and who meet the eligibility requirements set forth in Section J.2 shall receive the Service Term Invoice Free Credit II.
- J.1 Credit.** For the entire service term of each new customer or customer that qualifies as either a “save” or “winback” customer, a continuing periodic credit shall be given in the invoice following each consecutive three months of uninterrupted service (“credit invoice”) equal to the lower of either (i) the average of the customer’s monthly usage and non-usage charges for three months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- J.2 Eligibility.** To be eligible for the Service Term Invoice Free Credit II, each customer must:
- A.** Have initiated service under a Freedom Plan for Business Users Plan;
  - B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable Freedom Plan for Business Users Plan;
  - C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
  - D.** Have received three months of consecutive and uninterrupted service preceding each credit invoice;
  - E.** Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,
  - F.** Pay all charges rendered in customer’s credit invoice in excess of the amount of the applicable credit as calculated under Section J.1, preceding.

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**SECTION 4  
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE  
SERVICE OFFERINGS (Cont'd)**

**K. Cross Over Special Service Offers**

**K.1 Cross Over Credit (COC)**

**A.** To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Credit" or "COC" equal to 5% of the customer's usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

**B. Limitations and Disclaimers**

- The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
- If earned, as specified in Section K.1.A preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.
- This credit is not available with Company's offering set forth in Section K.2 following.
- The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).
- A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

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**SECTION 4**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE**  
**SERVICE OFFERINGS (Cont'd)**

**K. Cross Over Special Service Offers (Cont'd)**

**5.12.2 Cross Over Century Card (COCC)**

**A.** To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Century Card" or "COCC," a prepaid calling card worth \$100 for each \$1000 of usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

**B. Limitations and Disclaimers**

- This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
- The COCC card will be issued following Customer's commencement of service.
- This offer is not available with Company's 5% credit offer set forth in Section K.1 preceding.
- The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.
- Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.

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**SECTION 4  
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE  
SERVICE OFFERINGS (Cont'd)**

**K. Cross Over Special Service Offers (Cont'd)**

**K.2 Cross Over Century Card (COCC) (Cont'd)**

**B. (Cont'd)**

- To qualify for each \$100 of face value on COCC, the customer's previous usage will be segmented into \$100 usage "packets" as follows:

<u>Previous Usage</u>	<u>\$100 Packets</u>
\$100.00	1
\$200.00	2
\$300.00	3
\$395.00	4
\$490.00	5
\$585.00	6
\$680.00	7
\$775.00	8
\$870.00	9
\$965.00 +	10

- COCC calls must originate and terminate from locations in the state from areas served with equal access. COCC calls are rated at \$0.75 per minute of use and are distance, day-of-week, and time-of-day insensitive. Non-transport charges do not apply.
- If at any time prior to the completion of its use period, any of customer's services is terminated for cause, for any service customer in its discretion terminates, or should customer fail at any time to comply with the conditions of this Section, at the time of termination or failure of compliance, the unused value of the COCC card shall be canceled immediately by Company.

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**SECTION 5**

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SECTION 6

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**SECTION 7**

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By: Tariff Administrator  
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**SECTION 8**

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By: Tariff Administrator  
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## SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN

Subject to sections 2 and 3, all services offered pursuant to this section 9 are tailored to different classes of customers whose specific service profiles are defined by likekinded characteristics as set forth herein. 011 Communications Service is offered in conjunction with related local, interstate and international services to the extent expressly so provided herein.

- A. 011 Communications Service.** Subject to the terms and conditions set forth in this Section, 011 Communications Service is available to business and residential customers based on available network facilities. 011 Communications Service is available only as a component part of Company's 011 Communications Services of its International Tariff F.C.C. No. 3 and its Interstate Tariff F.C.C. No. 4 services.
- 1. General Terms.** 011 Communications Service includes outbound 1+, facsimile, toll free access and calling card services and is available seven days a week, 24 hours a day.
  - 2. Rate Description.** Rates are distance and time-of-day insensitive. Minimum call duration is billed in 60 seconds during both Peak/Business Day and Off-peak/Non-Business Day hours, with each full or fractional increment of call duration billed in full minutes (60 seconds), that is, each non-full minute increment is rounded to the next full minute. A monthly service fee applies and miscellaneous charges apply as indicated in Section C, following.
  - 3. Rounding.** International Plus follows the industry practice of "rounding," that is, in its most basic form, when call duration does not end on the nearest whole billing increment, e.g., a sixty-second increment, the call's duration is rounded to the next whole billing increment, i.e., the next whole 60-second increment. International Plus services are billed as follows - initial call duration is measured in a minimum of 60 seconds, that is, durations of less than 60 seconds are rounded to a full 60 seconds, and for incremental usage, call duration is measured by call duration segments of not less than 60 seconds with the final call segment just prior to effective disconnection rounded to the next full 60 seconds of call duration.

**\*Certain material formerly appearing on this page now appears on Fourth Revised Page 38\***

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**SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN (Cont'd)**

**A. 011 Communications Service (Cont'd)**

**4.** Usage Sensitive Charges – 011 Communications Service calls are rated pursuant to the per minute of usage charges following.

**a.** For 1+ (including facsimile) and toll free access calls, the rates are:

Rate <u>Category</u>	First 60 Secs. <u>or Fraction</u>	Each Add'l 60 Secs. <u>or Fraction</u>	
Standard	\$0.219	\$0.219	
Preferred*	\$0.119	\$0.119	
Winback**	\$0.119	\$0.119	
Evergreen***	\$0.109	\$0.109	(D)

\* Requires a monthly minimum of \$10.00 for intrastate services.

\*\* Customer must be a “save” or “winback” customer.

\*\*\* Requires a monthly minimum of \$20.00 for intrastate services.

**b.** For calling card calls, the rates are:

	First 60 Secs. <u>or Fraction</u>	Each Add'l 60 Secs. <u>or Fraction</u>	
Standard/Preferred/Winback	\$0.165	\$0.165	
Evergreen	\$0.159	\$0.159	(D)

**c.** Any customers other than Standard Rate Category customers, in service on or before June 30, 2003, whose services are not part of a usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to the Rate Category with the next highest rate, effective for all calls on or after October 1, 2003, that are reflected on invoices rendered on or after November 1, 2003.

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**\*\*ALL MATERIAL ON THIS PAGE IS NEW\*\***

**SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN (Cont'd)**

**A. 011 Communications Service (Cont'd)**

**5. Residential Unlimited Calling Program**

This service is for use by residential customers who select 011 Communications service. Customers who subscribe to this voice service must select and designate NOS Communications, Inc. as its Local Exchange Carrier (LEC), and 011 Communications as its Interexchange Carrier (IXC) for interstate, International and intrastate calling, and as its intraLATA toll provider for intraLATA toll calling. Concurrent with enrollment in this plan, customers must also enroll in any companion unlimited traffic plans for all domestic traffic.

A monthly recurring charge will apply to this service as outlined below. This charge is identical to and shall not be in addition to the monthly recurring charge as outlined in any tariffs or service guides as applicable to companion Federal Service or to companion State Residential Unlimited Calling Program Services.

Monthly charge:           \$54.99

The following is included in the monthly recurring charge: Unlimited domestic state-to-state (Interstate) long distance, unlimited instate (Intrastate) long distance, and unlimited local toll calls, directly dialed from home; Basic line charges and features, and voicemail.

The following are not included in the monthly recurring charge: toll-free calling, international calling, calling card calls, cellular telephone platform calls, remote call forwarding, off premise extensions, WIRE-PRO, PBX, ISDN, Foreign Exchange Numbers, Local Number Portability, non-recurring charges, operator assistance, directory assistance, directory listing options, taxes, surcharges, per use charges and custom calling features. Customers will be charged at the rates contained within the Mobile Progressive Calling plan for international calls, or at the appropriate basic rate for all services not included within the monthly recurring charge.

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ISSUED: April 7, 2004

EFFECTIVE: April 8, 2004

By:     Tariff Administrator  
       250 Pilot Road, Suite 300  
       Las Vegas, NV 89119

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**SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN (Cont'd)**

**A. 011 Communications Service (Cont'd)**

**6. VIP Prepaid Calling Service**

**a. General Description**

**a.1** Company offers VIP Prepaid Calling Service throughout the State of Pennsylvania. Charges are not mileage, time of day or day of the week sensitive.

**a.2** VIP Prepaid Calling Service enables the Customer to complete an outbound call from any touch-tone or mobile phone in the State of Pennsylvania. Customer must register with the Company each working telephone number ("WTN") they designate to utilize the VIP Prepaid Calling Service. The VIP Prepaid Calling Service is then accessed by dialing a designated toll free number. Upon hearing a dial tone, the customer may then dial the desired telephone number directly. Once the WTN (s) is registered with the company, a personal identification number is not required. Customers calling from a non-registered WTN are required to enter their registered WTN in order to access their VIP Prepaid Calling Service.

**b. Conditions of Service**

**b.1** Calls to directory assistance and calls placed to 500, 700, 800, 900, 950 numbers will not be completed using the VIP Prepaid Calling Service. (C)

**b.2** Calls may only be charged against the VIP Prepaid Calling Service account that has a sufficient available balance.

**b.3** Non-billable calls will not incur any surcharges, taxes or fees.

**b.4** VIP Prepaid Calling Service is non-refundable and will expire six months from the date of registration, or when the account balance is depleted, whichever occurs first. Each time the VIP Prepaid Calling Service is recharged the expiration date is reset for an additional six months.

**b.5** Neither the Company nor any authorized agents shall be liable or responsible for theft, loss, or unauthorized use of any VIP Prepaid Calling Service accounts.



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**\*\*ALL MATERIAL ON THIS PAGE IS NEW\*\***

**SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN (Cont'd)**

**A. 011 Communications Service (Cont'd)**

**6. VIP Prepaid Calling Service (Cont'd)**

**c. Recharging Feature**

- c.1** The Customer has the option to recharge the available balance on the VIP Prepaid Calling Service account. If an account is recharged, the remaining balance shall be decremented at the rate applicable to the Customer.
- c.2** To recharge the account, the Customer shall call the designated toll-free number and, in response to the automated voice prompts, provide their account information for a major credit card accepted by the Company and the WTN they want to utilize.
- c.3** Customers are not required to recharge their VIP Prepaid Calling Service account. When the customer's balance is depleted, customer's credit card will be recharged unless the customer has elected to disable the auto recharge function or the charge against the customer's credit card is unsuccessful. The automatic recharge feature is the default setting for all VIP pre-paid accounts. Customers may choose to disable default features at anytime following the first 60 days of service. Customers electing to disable the auto recharge function should contact customer service or access the calling platform and respond to the appropriate voice prompts. Recharge may occur during a call in order to prevent disruption of that call and uninterrupted service. If a customer's account recharge is unsuccessful, and customer's VIP Prepaid Calling account only has thirty (30) seconds talk time remaining, an announcement shall be made indicating that the call shall be automatically terminated when the Card's balance is extinguished.
- c.4** The Company may immediately, and without prior notice to the Customer, terminate the recharge option for a particular VIP Prepaid Calling Service account for any of the reasons specified in Section 2 of this Tariff.

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**SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN (Cont'd)**

**A. 011 Communications Service (Cont'd)**

**6. VIP Prepaid Calling Service (Cont'd)**

**d. Credit Allowance for Interruptions**

**d.1** Customers who experience call interruption due to poor transmission, one-way transmission, or involuntary disconnection of the call may obtain a credit allowance. The credit allowance will be equal to the dollar value or minute equivalent for the duration of the call that is interrupted.

**d.2** In order to receive a credit allowance, the Customer must notify the Company at the designated Customer Service number within 30 days from the date of the interruption. The Customer must also furnish the called number, description of the trouble experienced, approximate time the call was placed, and the duration of the interruption.

**d.3** Credit allowances are not issued for interruptions that are due to the failure of power, equipment or systems not provided by the Company or interruptions that are not properly reported to the company.

**e. Fees and Surcharges**

**e.1** Payphone Origination: A \$0.99 surcharge will be added to all VIP Prepaid Calling Service calls that originate at payphones. The surcharge will be assessed in addition to any other rates and fees.

**e.2** Surcharge: A 20% surcharge will be assessed for each call made using the VIP Prepaid Calling Service that originates and terminates between any two points within the state of Pennsylvania.

**e.3** Non-registered WTNs: A \$0.65 surcharge will be applied for any calls made from a non-registered WTN. (C)

**e.4** Universal Service Fund – 1% of intrastate revenue. (C)

**e.5** Operator Assisted Calls: A \$0.49 per minute surcharge will be applied to all calls placed with the assistance of the Company's operator. The surcharge will be assessed in addition to any other rates and fees. (C)  
(C)

**SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN (Cont'd)**

**A. 011 Communications Service (Cont'd)**

**6. VIP Prepaid Calling Service**

**f. Timing of Calls**

Chargeable time begins when the calling and the called station are connected. Chargeable time ends when the calling station terminates the call, thereby releasing the network connection. If the called party hangs up but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment or the Customer initiates another call by pressing the # button prior to the release of the network connection by Company.

**g. Billing Minimum and Increments**

Each call made on the VIP Prepaid Calling Service is billed for a minimum of one minute and rounded up to the nearest three-minute increment thereafter.

**h. Intrastate Rates**

<b>Rate Category</b>	<b>Rate Plan</b>	<b>Cents Per Minute Rate</b>	<b>Required Minimum Monthly Intrastate Usage</b>
IV	VIP 4	\$0.096	\$0.00
III	VIP 3*	\$0.096	\$25.00
II	VIP 2	\$0.080	\$50.00
I	VIP 1*	\$0.080	\$100.00

(C)  
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(C)

\* VIP prepaid customers with service under rate categories I or III are eligible to have the 20% surcharge waived

(C)  
(C)

**i. Sign Up Bonus**

New customers that sign up to purchase more than \$200 in prepaid calling services may receive a one-time 7.5% credit of their sign-up amount applied to their account balance. Example: If a new customer signs up for \$500, they may receive a \$37.50 one-time credit applied to their account balance. If a customer's sign-up amount is \$100-\$199.99, they may receive a one-time credit of \$5.00. New customers with a sign-up amount of \$99.99 or less, are not eligible to receive this one-time credit.

**SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN (Cont'd)**

**B. Limitations and Disclaimers.**

1. **No Promotional Tie-ins.** Except for the credits and/or other special offers provided pursuant to section 9.D, following, 011 Communications Service is not available to any customer whose service is being provided pursuant to one or more promotional offerings tariffed herein.
2. **Discontinuance.** 011 Communications Service or any term or condition affecting the availability and/or rates for 011 Communications Service may be discontinued at any time with or without notice to customer and without liability to customer, any authorized user or third party.

**C. Miscellaneous Charges**

**1. Directory Assistance**

A Standard Directory Assistance charge applies to all calls. Up to two requests for listings within the area code dialed may be made on each call to Directory Assistance. The Directory Assistance charge applies whether or not the requested telephone number is provided. Directory Assistance is available to customers for any outbound calling plan when switched access lines are used to originate calls.

Per Call: \$1.25

**2. Remote Access Surcharge**

A surcharge applies to all calls originated at payphones using a service access code.

Per Call: \$0.69

(I)

**3. Calling Card Call Set-Up Charge**

A \$0.50 per call charge applies to each call initiated using calling card access.

**SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN (Cont'd)**

**C. Miscellaneous Charges (Cont'd)**

**4. Monthly Service Fee.**

The following monthly service fee applies at the second invoice and each subsequent invoice during the service term.

\$2.95/Month/Main Billed Telephone Number (T)

**5. Monthly Minimum Charge.**

Each 011 Communications customer at the second invoice and each subsequent invoice during the service terms is subject to the following minimum usage requirement.

\$20.00/Month

Customer shall be billed the difference between actual charges incurred and the monthly minimum charge specified herein, the "shortfall charge." Example, if a customer's actual charges are \$12.34, a shortfall charge of \$7.66 will appear on the invoice. The application of the shortfall charges is subject to Section C.4 following. (N)  
(N)

**SECTION 9 - 011 COMMUNICATIONS SK SERVICE PLAN (Cont'd)**

**C. Miscellaneous Charges (Cont'd)**

**6. Reserved For Future Use.**

(D)

(D)

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EFFECTIVE: January 25, 2000

By: Tariff Administrator  
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Las Vegas, NV 89119

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**SECTION 9 - 011 COMMUNICATIONS SK SERVICE PLAN (Cont'd)**

**C. Miscellaneous Charges (Cont'd)**

(M)

**7. Minimum Account Charges ("MACs")**

A Customer's tariffed 1+ and toll free access, calling card and MSF (monthly service fee) rates will be adjusted whenever the aggregate of the Customer's charges for all services (including interstate, intrastate, intraLATA, international and calling card services, but exclusive of fees, assessments, taxes and surcharges) for any two consecutive invoices are less than \$20.00 ("MAC threshold").

Tariffed Rates

1+ and toll free  
access services

MAC Adjusted Rates

Tariffed rate plus \$0.10 per  
applicable billing increment.\*

Calling Card Service

\$0.265 per applicable billing increment for all calls plus a  
call set up charge of \$0.50.

\*Example: If the current rate of a customer to which the provisions of this section apply is \$0.119 per applicable billing increment, the FAIR rate is \$0.219 per billing increment, including the minimum billing increment. MAC adjusted rates appear on Customer's next immediate invoice following the second consecutive invoice whose charges are below the MAC threshold). Customers may request suspension of further MAC charges in accordance with section 7.a and 7.b following (i.e., Customer will be returned to the previous rate plans applicable to its services prior to its charges falling below the MAC threshold. MAC adjusted rates also apply to all periods of service for Customers qualifying as a Company "save" or "winback" Customer.

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**SECTION 9 - 011 COMMUNICATIONS SK SERVICE PLAN (Cont'd)**

**C. Miscellaneous Charges (Cont'd)**

**7. Minimum Account Charges ("MACs") (Cont'd)**

(M)

**(a) Reinstatement Option A**

After receiving direct notice from Company's Customer Care or through receipt of the invoice for MAC rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of \$40.00 per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed \$40.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MAC rates. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to reach the MAC threshold of charges over any two subsequent consecutive invoices, all applicable MAC charges would be reinstated and billed on the next immediately following invoice.

(M)



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**SECTION 9 - 011 COMMUNICATIONS SK SERVICE PLAN (Cont'd)**

**C. Miscellaneous Charges (Cont'd)**

**7. Minimum Account Charges ("MACs") (Cont'd)**

**(b) Reinstatement Option B**

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MAC rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of \$40.00 per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed \$20.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), for the reinstatement and following invoice (two invoices), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MAC rates and charged a monthly fee of \$4.95. Any Customers whose rates have been reinstated as provided herein shall continue to receive said rates so long as each subsequent invoice meets the \$20.00 service rate threshold and the monthly fee of \$4.95 is paid on a timely basis. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to reach the MAC threshold of charges over any two subsequent consecutive invoices, all applicable MAC charges would be reinstated and billed on the next immediately following invoice.

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Las Vegas, NV 89119

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**SECTION 9 - 011 COMMUNICATIONS SK SERVICE PLAN (Cont'd)**

**C. Miscellaneous Charges (Cont'd)**

**8. Mid-Level Account Charges ("MACII")**

(M)

A Customer's tariffed 1+ and toll free access, calling card and MSF (monthly service fee) rates will be adjusted whenever the aggregate of the Customer's charges for all services (including interstate, intrastate, intraLATA, international and calling card services, but exclusive of fees, assessments, taxes and surcharges) for any two consecutive invoices after Customer's first two consecutive invoices are at least \$20.00, but not more than \$39.99 per invoice ("MACII threshold"). MACII adjusted rates also apply to all periods of service for Customers qualifying as a Company "save" or "winback" Customer.

Tariffed Rates

MACII Adjusted Rates

1+ and toll free access services Tariffed rate plus \$0.10 per applicable billing increment.\*

\*Example: If the current rate of a customer to which the provisions of this section apply is \$0.119 per applicable billing increment, the MACII adjusted rate is \$0.219 per billing increment, including the minimum billing increment. The MACII adjusted rate billing increment is 60 seconds or a full minute. MACII adjusted rates appear on Customer's next immediate invoice following the second consecutive invoice whose charges are below the MACII threshold. Customers may request suspension of further MACII charges in accordance with Section 8.a or 8.b following (i.e., Customer will be returned to the previous rate plans applicable to its services prior to its charges falling below the MACII threshold).

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**SECTION 9 - 011 COMMUNICATIONS SK SERVICE PLAN (Cont'd)**

**C. Miscellaneous Charges (Cont'd)**

**8. Mid-Level Account Charges ("MACII") (Cont'd)**

**(a) Reinstatement Option A**

(M)

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MACII rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of \$40.00 per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed \$40.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MACII rates. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to exceed the MACII ceiling of \$39.99 in total charges over any two subsequent consecutive invoices, the MACII adjusted charges would be reinstated and billed on the next immediately following invoice.

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**SECTION 9 - 011 COMMUNICATIONS SK SERVICE PLAN (Cont'd)**

**C. Miscellaneous Charges (Cont'd)**

**8. Mid-Level Account Charges ("MACII") (Cont'd)**

**(b) Reinstatement Option B**

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MACII rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of \$40.00 per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed \$20.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), for the reinstatement and following invoice (two invoices), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MACII rates and be charged a monthly fee of \$4.95. Any Customers whose rates have been reinstated as provided herein shall continue to receive said rates so long as each subsequent invoice meets the \$20.00 service rate threshold and the monthly fee of \$4.95 is paid on a timely basis. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to reach the MACII threshold of charges over any two subsequent consecutive invoices, the MACII adjusted charges would be reinstated and billed on the next immediately following invoice.

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**SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN (Cont'd)**

**D. Customer Loyalty Plans**

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Loyalty Plan" or "CLP," the purpose and/or design for which is to retain the competitive position of 011 Communications by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CLP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Loyalty Plan offerings featuring the specified rates for each Plan are available for eligible Customers taking outbound and inbound equal access switched services of 011 Communications originated from and terminated to locations within this state whenever or 011 Communications determines that but for the availability of these rates, 011 Communications will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback").

The following terms and conditions must exist for any CLP to be valid.

1. CLPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
2. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CLP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CLP must demonstrate the existence of circumstances substantially and materially like those which justified the CLP as tariffed.
3. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that Customer's circumstances.
4. CLPs are available for all published rates.
5. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by 011 Communications, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this section 9.D.

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**SECTION 9 - 011 COMMUNICATIONS SK SERVICE PLAN (Cont'd)**

**D. Customer Loyalty Plans (Cont'd)**

6. All of the conditions set forth in sections 9.D.1 through and including this section 9.D.6 must exist in order to qualify for the following Customer Loyalty Plans. 011 Communications shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with 011 Communications. Additional terms and/or conditions, such as term or volume commitments may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by 011 Communications prior to institution of the first billing for services under the applicable Customer Loyalty Plans.

**7. Customer Loyalty Plans I and II**

(a) **Customer Loyalty Plan I.** 011 Communication's Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 13th invoice as provided following.

(i) For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges, excluding calling card charges, fees, taxes, ("eligible charges"), for the consecutive twelve month period preceding customer's 6th invoice and for the consecutive eleven-month period preceding customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C)

(ii) **Eligibility.** To be eligible for the 13th invoice free bonus, each Customer must:

- have initiated service under 011 Communications;
- have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
- have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
- have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by Customer's thirteenth invoice; and

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**SECTION 9 - 011 COMMUNICATIONS SK SERVICE PLAN (Cont'd)**

**D. Customer Loyalty Plans (Cont'd)**

**7. Customer Loyalty Plans I and II (Cont'd)**

**(a) Customer Loyalty Plan I (Cont'd)**

- pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated above.

**(b) Customer Loyalty Plan II.** 011 Communications Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th invoice as provided following.

- (i)** For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges, excluding calling card charges, fees, taxes, ("eligible charges"), for the consecutive eight month period preceding customer's 6th invoice and for the consecutive eleven-month period preceding customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C)

**(ii) Eligibility.** To be eligible for the 9th invoice free bonus, each Customer must:

- have initiated service under 011 Communications;
- have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
- have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
- have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by Customer's ninth invoice; and
- pay all charges rendered in Customer's ninth invoice in excess of the amount of the applicable credit as calculated above. (C)

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**SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN (Cont'd)**

**D. Customer Loyalty Plans (Cont'd)**

**8. Billing Option**

Where Company determines that in order to save or winback a customer otherwise qualifying for Company's 011 Communications Service and its associated Customer Loyalty Plans, Company may base its rates on a minimum call duration having a different value instead of the standard minimum call duration set forth in section 9.A preceding. Additional terms and/or conditions, such as term and/or volume commitments may apply. In such event, such terms and/or conditions shall be tariffed by Company prior to institution of the first billing for services under the non-standard billing increments as provided herein.

**9. Companion Federal Rate Guarantee**

(C/T)

For a customer who maintains eligibility for and receives service under the Company's 011 Communications Service, the minimum and incremental call unit rates for intrastate calls under this tariff are guaranteed for the same number of invoices, i.e., 6 invoices, as the number of invoices guaranteed under Company's 011 Communications Service for intrastate calls as provided in Company's Tariff F.C.C. No. 4. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive order.

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**10. Qualified Minimum Monthly Advantage (QMMA).**

When Company determines that in order to save or winback a customer otherwise qualifying for Company's 011 Communications, at Customers option, Company will reduce the Monthly Minimum Usage to \$10.00 per month. Any customer saved or wonback pursuant to this QMMA remains eligible for the Advantage Card Service provided by 9.I following, but cannot qualify for Advantage Card Service II provided by 9.J following.

**11. The 8/14-50 Service Credit.**

Each 011 Communications Customer meeting the eligibility requirements set forth in 9.D.11.b following, shall receive a 8/14-50 Service Credit calculated in accordance with the following provisions.



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**SECTION 9 - 011 COMMUNICATIONS SK SERVICE PLAN (Cont'd)**

**D. Customer Loyalty Plans (Cont'd)**

**11. The 8/14 - 50 Credit Calculation (Cont'd)**

**(a) The 8/14-50 Credit Calculation.**

Upon completion of a customer's first seven and then its first thirteen months of consecutive uninterrupted service, credits shall be calculated equal to fifty percent (50%) of the averages of the Customer's monthly usage (excluding fees, taxes, surcharges, assessments, and similar charges). The credit appearing in the customer's eighth invoice shall be calculated at 50% of the average of charges billed in the second through seventh invoices and the credit appearing in the customer's fourteenth invoice shall be calculated at 50% of the average of charges billed in the second through thirteenth invoices.

**(b) Eligibility.**

To be eligible for the 8/14-50 Service Credit each Customer must: have initiated service at least 7 months prior to the first day in the period of service covered by Customer's 8th invoice; continue its service through at least 13 months prior to the first day in the period of service covered by Customer's 14th invoice; have no record of nonpayment in any of the preceding consecutive twelve month period of service; have received consecutive and uninterrupted invoices over the preceding seven and thirteen month periods; have selected this credit prior to the first day in the period of service covered by Customer's eighth invoice; pay all charges rendered in Customer's eighth and fourteenth invoices in excess of the amount of the applicable credit as calculated under 9.D.11.a preceding.

(T)

**E.-H. Reserved for Future Use**

**Material appearing on this page formerly appeared on page 51**

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**SECTION 9 - 011 COMMUNICATIONS SK SERVICE PLAN (Cont'd)**

**D. Customer Loyalty Plans (Cont'd)**

**12. Credit Series for 5th, 11th, 17th, and 23rd Invoices.**

(T)

**a. Description.** New Customers who meet the eligibility requirements set forth below will receive a series of credits that must be accumulated consecutively through their 5th, 11th, 17th and 23rd invoices. Each credit when earned will be issued in the invoice immediately following the last invoice in the applicable credit series, namely in the 6th, 12th, 18th and 24th invoices.

**b. Credit.** Exclusive of calling card charges, fees, taxes, surcharges, assessments, and similar charges, a series of credits equal to the average of the number of previous months' service charges in the applicable qualifying service period shall be issued, first, for the consecutive 5-month period preceding Customer's 6th invoice; second, for the consecutive 11-month period preceding Customer's 12th invoice; third, for the consecutive 17-month period preceding Customer's 18th invoice; and fourth, for the consecutive 23-month period preceding Customer's 24th invoice. Subject to D.12.c following, credits are calculated based on the total of all qualifying service charges incurred for the first period of service through and including the last service month in the applicable credit series.

(C)

**c. Eligibility.** To be eligible for credits, each Customer must: have completed the months of service needed to qualify for the applicable credit in the series of service periods, e.g., 5 months for the first credit issued in the 6th invoice; 11 months for the second credit issued in the 12th invoice and so on; have current usage which exceeds the established minimum monthly usage levels for the applicable service as set forth in C.5 preceding; no 60-day or longer outstanding unpaid balance equal to or greater than \$5.00 during that period of service to which the credit applies; have received first 5, 11, 17 and 23 additional consecutive and uninterrupted invoices during the preceding twenty-three-month period; have selected and agreed to the terms of this credit prior to the first day in the period of service covered by Customer's fifth invoice; and pay all charges rendered in Customer's sixth and related twelfth, Eighteenth, and twenty-fourth invoices in excess of the amount of the applicable credit as calculated under D.12.b, preceding

(C)

\*Material Formerly Appearing On This Page Now Appears On Original Page 51.1.2.\*

**SECTION 9 - 011 COMMUNICATIONS SK SERVICE PLAN (Cont'd)**

**D. Customer Loyalty Plans (Cont'd)**

**12. Credit Series for 5th, 11th, 17th and 23rd Invoices (Cont'd)**

- c. Eligibility (Cont'd).** To confirm eligibility and to activate the credit series offer, Customer must initiate contact with Company's Customer Care on any day in the final month of service covered by Customer's qualifying series of invoices, but no later than the next to last day in the final month for the applicable series. A Customer who meets and continues to meet all other Eligibility requirements except that it does not initiate contact with Customer Care to activate the promotion until a date subsequent to the last day in the final month of service covered by Customer's qualifying series of invoices, will still be entitled to receive the credits for any subsequent series of invoices (e.g., the 12th, 18th, 24th invoices) provided that at least one Customer initiated contact with Customer Care has been made. Customer will not retroactively receive a credit for any invoices in the applicable series of invoices generated by Company prior to the initial Customer initiated contact.

Example: A Customer who meets all other eligibility requirements, except that it does not initiate the required contact with Customer Care prior to the last day in the final month of service covered by Customer's qualifying series of invoices, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section D.12.b, preceding, for the 11th, 17th and 23rd invoices; but will not retroactively receive the 5th invoice credit to which it would otherwise have been entitled.

- d. Limitations and Disclaimers.** This offer may not be combined with any other offer except as expressly authorized herein. Customers choosing this Credit Series remain eligible for the Referral Credit under section 10.2.7.13 of Company's Tariff F.C.C. No. 4.

Customers must remain subscribed to Company service for the entire 30-day period of each month that credit is given.

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**SECTION 9 - 011 COMMUNICATIONS SERVICES<sup>SM</sup> SERVICE PLAN (Cont'd)**

**I. Advantage Card Service (ACS)**

(M)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in I.1 following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling up to \$20.00 per month commencing with Customer's first invoice if the ACS Customer incurs ACS charges in the service period covered by the first invoice, otherwise in the second invoice, and in either event the credit applies through and ending with Customer's seventh invoice ("Fixed Advantage Calling"). An additional allowance of free calling card calling is provided equal to 50% of the average monthly charges incurred for the ACS Customer's non-calling card calling billed in the Customer's 2nd through 7th invoices following Customer commencement of service as an ACS Customer ("Bonus Advantage Calling").

**1. Eligibility**

Company's Advantage Card Service (ACS) becomes available once an 011 Communications Customer has completed a minimum of 30 consecutive days of "on-line" services offered by Company (that is, any stand-alone or combination of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause). Customers choosing the Qualified Minimum Monthly Advantage under 9.3.10 preceding are not eligible for ACS II.

**2. Limitations and Disclaimers - General**

- A.** ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
- B.** If earned, as specified in 9.4 preceding, the ACS Fixed Advantage Calling will be reflected in Customer's first or second through seventh invoices following commencement of ACS service and the ACS Bonus Advantage Calling will be reflected in Customer's eighth invoice following commencement of ACS service.
- C.** ACS Calling Advantages are not available with any other promotional offering or any "save/winback" program offered by Company except as provided in E following.
- D.** Each month's ACS Fixed Advantage Calling is noncumulative (cannot be carried over to any following month or otherwise accumulated).

(M)

**\*Material Appearing On This Page Formerly Appeared On First Revised Page 51.1.\***

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ISSUED: July 28, 2000

EFFECTIVE: July 31, 2000

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**SECTION 9 - 011 COMMUNICATIONS SERVICES<sup>SM</sup> SERVICE PLAN (Cont'd)**

**I. Advantage Card Service (ACS) (Cont'd)**

**2. Limitations and Disclaimers - General (Cont'd)**

- E.** Subject to and in accordance with the provisions of Sections D and D.7 preceding, and the eligibility requirements of I.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to “save” or “winback” such Customers; provided that at the time Customer is “saved” or “wonback,” Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by I.1 preceding.
- F.** An ACS Customer must complete a minimum service term of seven (7) invoices with no delinquencies and no bill cycle interruptions in order for its eighth invoice to reflect the applicable Bonus Advantage Calling.
- G.** An ACS Customer whose service is terminated for cause or which voluntarily terminates Company’s service prior to the completion of its minimum service term forfeits all unused credits.

**I.3 Limitations and Disclaimers - Shortfalls**

The provisions of Section C.5 preceding apply to the non-calling card charges of an ACS Customer, however, the application of the shortfall provisions of Section C.5 will not reduce the Fixed Advantage earned for calling card calls and the Customer will be credited with any calling card usage in excess of the total Fixed Advantage available if earned.

Example 1: An ACS Customer is billed \$12 for 1+ calling in the month of May and makes \$18 worth of calling cards in the same month. The Customer will receive full credit in its June invoice for the \$18 of calling card calls and be assessed a shortfall of \$8 pursuant to the provisions of Section C.5 preceding.

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\*All Material On This Page Is New.\*

**SECTION 9 - 011 COMMUNICATIONS SERVICES<sup>SM</sup> SERVICE PLAN (Cont'd)**

**I. Advantage Card Service (ACS) (Cont'd)**

**3. Limitations and Disclaimers - Shortfalls (Cont'd)**

Example 2: An ACS Customer is billed \$7 for 1+ calling in the month of October and makes \$26 worth of calling cards in the same month. The Customer will receive full credit (\$20) in its November invoice for the \$26 of calling card calls and will be credited with \$6 in excess of the calling card usage so that the shortfall assessed pursuant to the provisions of Section C.5 preceding will be reduced to \$7 (\$20 minimum in 1+ usage per C.5 - \$7 used = \$13 shortfall - \$6 in excess calling card usage = \$7 shortfall under 9.3.8 and this I.3).

Example 3: An ACS Customer is billed \$9 for 1+ calling in the month of February and makes \$44 worth of calling cards in the same month. The Customer will receive full credit (\$20) in its March invoice for the \$44 of calling card calls and will not be assessed any shortfall under the provisions of section C.5 preceding.

**4. Reinstatement**

An ACS Customer which has lost its eligibility for the Fixed Advantage Calling may reinstate its eligibility for the Fixed Advantage Calling by curing any outstanding delinquency and/or by qualifying as a winback customer. Once reinstated, the ACS Customer must maintain its eligibility in good standing.

**5. Rates**

The rates set forth in Section 3.A.3(b) apply to ACS calling card calls.

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**SECTION 9 - 011 COMMUNICATIONS SERVICES<sup>SM</sup> SERVICE PLAN (Cont'd)**

**J. Advantage Card Service II (ACS II)**

Advantage Card Service II (ACS II) is offered to existing and new customers meeting the eligibility requirements set forth in J.1 following. Each ACS II Customer who maintains its eligibility is entitled to free calling card calling up to \$50.00 per month commencing with Customer's first invoice if the ACS Customer incurs ACS charges in the service period covered by the first invoice, otherwise in the second invoice ("Fixed Advantage Calling"). An additional allowance of free calling card calling equal to 50% of the average monthly charges incurred for the ACS II Customer's non-calling card is provided calling billed in the Customer's 2nd through 7th invoices following Customer commencement of service as an ACS II Customer ("Bonus Advantage Calling").

**1. Eligibility**

Company's Advantage Card Service II (ACS II) becomes available once an 011 Communications Customer has completed a minimum of 30 consecutive days of "on-line" services offered by Company (that is, any stand-alone or combination of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause). Customers choosing the Qualified Minimum Monthly Advantage under 9.D.10 preceding are not eligible for ACS II.

(C)  
|  
(C)

**2. Limitations and Disclaimers - General**

- A.** ACS II is offered only in conjunction with Company's interstate and international companion ACS II offerings as tariffed with the FCC.
- B.** If earned as specified in 9.J preceding, the ACS II Fixed Advantage Calling will be reflected in Customer's first or second and each subsequent invoice following commencement of ACS II service and the ACS II Bonus Advantage Calling will be reflected in Customer's eighth invoice following commencement of ACS II service.
- C.** ACS II Calling Advantages are not available with any other promotional offering or any "save/winback" program offered by Company except as provided in E following.
- D.** Each month's ACS II Fixed Advantage Calling is noncumulative (cannot be carried over to any following month or otherwise accumulated).

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**\*All Material On This Page Is New.\***

**SECTION 9 - 011 COMMUNICATIONS SERVICES<sup>SM</sup> SERVICE PLAN (Cont'd)**

**J. Advantage Card Service II (ACS II) (Cont'd)**

**2. Limitations and Disclaimers - General (Cont'd)**

- E.** Subject to and in accordance with the provisions of Sections 9.D and 9.D.6 preceding, and the eligibility requirements of J.1 preceding, ACS II service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS II service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by J.1 preceding.
- F.** An ACS II Customer must complete a minimum service term of seven (7) invoices with no delinquencies and no bill cycle interruptions in order for its eighth invoice to reflect the applicable Bonus Advantage Calling.
- G.** An ACS II Customer whose service is terminated for cause or which voluntarily terminates Company's service prior to the completion of its minimum service term forfeits all unused credits.

**3. Limitations and Disclaimers - Shortfalls**

The provisions of Section C.5 preceding apply to the non-calling card charges of an ACS II Customer, however, the application of the shortfall provisions of Section C.5 will not reduce the Fixed Advantage earned for calling card calls and the Customer will be credited with any calling card usage in excess of the total Fixed Advantage available if earned.

Example 1: An ACS II Customer is billed \$12 for 1+ calling in the month of May and makes \$18 worth of calling cards in the same month. The Customer will receive full credit in its June invoice for the \$18 of calling card calls and be assessed a shortfall of \$8 pursuant to the provisions of Section C.5 preceding.



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**\*All Material On This Page Is New.\***

**SECTION 9 - 011 COMMUNICATIONS SERVICES<sup>SM</sup> SERVICE PLAN (Cont'd)**

**J. Advantage Card Service II (ACS II) (Cont'd)**

**3. Limitations and Disclaimers - Shortfalls (Cont'd)**

Example 2: An ACS II Customer is billed \$7 for 1+ calling in the month of October and makes \$26 worth of calling cards in the same month. The Customer will receive full credit (\$20) in its November invoice for the \$26 of calling card calls and will be credited with \$6 in excess of the calling card usage so that the shortfall assessed pursuant to the provisions of Section C.5 preceding will be reduced to \$7 (\$20 minimum in 1+ usage per C.5 - \$7 used = \$13 shortfall - \$6 in excess calling card usage = \$7 shortfall under C.5 and this C.8).

Example 3: An ACS II Customer is billed \$9 for 1+ calling in the month of February and makes \$44 worth of calling cards in the same month. The Customer will receive full credit (\$20) in its March invoice for the \$44 of calling card calls and will not be assessed any shortfall under the provisions of section 9.2.9 preceding.

**4. Reinstatement**

An ACS II Customer which has lost its eligibility for the Fixed Advantage Calling may reinstate its eligibility for the Fixed Advantage Calling by curing any outstanding delinquency and/or by qualifying as a winback customer. Once reinstated, the ACS II Customer must maintain its eligibility in good standing.

**5. Rates**

The rates set forth in Section 3.A.3(b) apply to ACS II calling card calls.

SECTION 10  
RESERVED FOR FUTURE USE

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ISSUED: November 19, 1999

EFFECTIVE: November 22, 1999

By: Tariff Administrator  
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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES**

**A. INETBA Service**

The Internet Business Association **INETBA Service** offers intrastate interexchange services in exclusive combination with its Internet Web page design and hosting services and its Internet Access - DSL services where facilities are available. Any small business which orders Company's Internet Web page design and hosting services and whose usage exceeds the monthly minimum usage levels set forth following and meets the eligibility requirements set forth following is eligible for INETBA Service. INETBA Service is available for calls that originate and terminate within this state, and includes 1+ Outbound, Toll Free Access (800/888/877), and Calling Card calling. All provisions of Sections 1, 2, 3.C, and Q - T of this tariff apply to INETBA Services except as otherwise provided following.

(D)  
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(D)

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**\*\*ALL MATERIAL ON THIS PAGE IS NEW\*\***

**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**A. INETBA Service (Cont'd)**

**4. "One, Two, Three, Every Third Invoice Free" Promotion**

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:

- a.** A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
- b.** A credit applied to every third invoice, starting with customer's sixth invoice (6<sup>th</sup>, 9<sup>th</sup>, 12<sup>th</sup>, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

**Eligibility.** To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credits, prior to the sixth and each subsequent invoice credit invoice.

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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**B. INETBA Service Rates**

Subject to Section 11.B.14, the following INETBA rate plans for interLATA and intraLATA service are offered. The provisions of Sections 2.C.1, 11.C, 11.B.15, and 11.B.9 apply. The Freedom Plan rates are as follows:

**1. Basic Q Rate Plan**

Basic Q rates are provided to customers with no minimum monthly intrastate usage requirement at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0495	\$0.0165
Off-Peak/Non-Business Day	\$0.0495	\$0.0165

**2. Classic Q Rate Plan**

Classic Q rates are provided to customers whose minimum monthly intrastate usage is over \$5.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0447	\$0.0149
Off-Peak/Non-Business Day	\$0.0447	\$0.0149

**3. Classic 2 Rate Plan**

Classic 2 rates are provided to customers whose minimum monthly intrastate usage is over \$10.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0417	\$0.0139
Off-Peak/Non-Business Day	\$0.0417	\$0.0139

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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**B. INETBA Service Rates (Cont'd)**

**4. Classic 1 Rate Plan**

Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over \$15.00 at the following rates: (C)

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0387	\$0.0129
Off-Peak/Non-Business Day	\$0.0387	\$0.0129

**5. Universal Rate Plan**

Universal rates are provided to customers whose minimum monthly intrastate usage is over \$20.00 at the following rates: (C)

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0357	\$0.0119
Off-Peak/Non-Business Day	\$0.0357	\$0.0119

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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**B. INETBA Service Rates (Cont'd)**

**6. Prime 2 Rate Plan**

Prime 2 rates are provided to customers whose minimum monthly intrastate usage is over (C)  
\$25.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0297	\$0.0099
Off-Peak/Non-Business Day	\$0.0297	\$0.0099

**7. Prime 1 Rate Plan**

Prime 1 rates are provided to customers whose minimum monthly intrastate usage is over (C)  
\$30.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0267	\$0.0089
Off-Peak/Non-Business Day	\$0.0267	\$0.0089

**8. Super 1 Rate Plan**

Super 1 rates are provided to customers whose minimum monthly intrastate usage is over (C)  
\$35.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0237	\$0.0079
Off-Peak/Non-Business Day	\$0.0237	\$0.0079



**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**B. INETBA Service Rates (Cont'd)**

**9. Super 2 Rate Plan**

Super 2 rates are provided to customers whose minimum monthly intrastate usage is over \$40.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0207	\$0.0069
Off-Peak/Non-Business Day	\$0.0207	\$0.0069

**10. Cairo 1 Rate Plan**

(C)

The Cairo 1 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers, whose minimum monthly intrastate usage is over \$25.00, at the following rates:

(C)

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

**11. Cairo 2 Rate Plan**

(C)

The Cairo 2 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided to new, "saved" or "Winback" customers, whose minimum monthly intrastate usage is over \$30.00, at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0117	\$0.0039
Off-Peak/Non-Business Day	\$0.0117	\$0.0039

(C)

**12. – 14. Reserved for Future Use**

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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**B. INETBA Service Rates**

**15. Rates for Calls Terminated to a Mobile Phone or Pager**

From and after December 22, 1999, all calls terminated to a mobile phone or pager shall be charged the following rates:

Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
\$0.0537	\$0.0179

**16. INETBA Service Rates for Calling Cards**

Rates for calling card calls are time of day sensitive.

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0495	\$0.0165
Off-Peak/Non-Business Day	\$0.0444	\$0.0148

**Material appearing on this page formally appeared on page 59.**

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**\* All material on this page is new \***

**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**B. INETBA Service Rates**

**17. Limited-Class Switched Rates.**

**17.1 Dedicated Rates.** The following rates are available to new customers and “save” or “winback” customers with T-1 access lines.

**A. D-1 Rate Plan**

D-1 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

	<u>Minimum Call Unit Or Fraction</u>	<u>Incremental Call Unit Or Fraction</u>
Peak/Business Day	\$0.0207	\$0.0069
Off-Peak/Non-Business Day	\$0.0207	\$0.0069

**B. D-2 Rate Plan**

D-2 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

	<u>Minimum Call Unit Or Fraction</u>	<u>Incremental Call Unit Or Fraction</u>
Peak/Business Day	\$0.0207	\$0.0059
Off-Peak/Non-Business Day	\$0.0207	\$0.0059

**C. D-3 Rate Plan**

D-3 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$120.00 at the following rates:

	<u>Minimum Call Unit Or Fraction</u>	<u>Incremental Call Unit Or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

**D. D-4 Rate Plan**

D-4 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$130.00 at the following rates:

	<u>Minimum Call Unit Or Fraction</u>	<u>Incremental Call Unit Or Fraction</u>
Peak/Business Day	\$0.0117	\$0.0039
Off-Peak/Non-Business Day	\$0.0117	\$0.0039

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EFFECTIVE: December 15, 2001

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**\*ALL MATERIAL ON THIS PAGE IS NEW \***

**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**B. INETBA Service Rates**

**17. Limited-Class Switched Rates (Cont'd)**

**17.2 Limited-Class "X" Rates.** The following rates are available to new customers and "save" or "winback" customers. Calls made under these rate plans shall not be subject to the addition of Equivalent Call Unit's (ECU's) as described in the sections preceding.

**a. X-1 Rate Plan**

X-1 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0237	\$0.0079
Off-Peak/Non-Business Day	\$0.0237	\$0.0079

**b. X-2 Rate Plan**

X-2 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0207	\$0.0069
Off-Peak/Non-Business Day	\$0.0207	\$0.0069

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ISSUED: June 28, 2002

EFFECTIVE: July 1, 2002

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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
 DESCRIPTION AND RATES (Cont'd)**

**C. INETBA Service - Graduated Rate Categories**

Carrier offers services under this Section based on the Rate Plans and categories as specified following. Rates are graduated as shown in Table 1 following, higher to lower, that is, Rate Category I for the Cairo 2 Rate Plan contains Carrier's lowest offered rates and Rate Category XI for the Basic Q Rate Plan contains Carrier's top rates.

Table 1

<b>Rate Plan</b>	<b>Rate Category</b>
Basic Q	XI
Classic Q	X
Classic 2	IX
Classic 1	VIII
Universal	VII
Prime 2	VI
Prime 1	V
Super 1	IV
Super 2	III
Cairo 1	II
Cairo 2	I

- C.1** Any Rate Category I-IX customers in service on or before April 15, 2013, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after July 18, 2013, that are reflected on invoices rendered on or after August 15, 2013. (C)
- C.2** Any Rate Category X customers in service on or before April 15, 2013, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category XI, effective for all calls on or after July 18, 2013, that are reflected on invoices rendered on or after August 15, 2013. (C)

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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**D. INETBA Service Customer Loyalty Plans (T)**

**1. General Terms and Conditions (T)**

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Loyalty Plan" or "CLP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CLP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Loyalty Plan offerings are available for eligible Customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CLP to be valid.

- (A) CLPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
- (B) A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CLP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CLP must demonstrate the existence of circumstances substantially and materially like those which justified the CLP as tariffed.

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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

- D. INETBA Service Customer Loyalty Plans (Cont'd)** (T)
- 1. General Terms and Conditions (Cont'd)** (T)
- C)** An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that Customer's circumstances.
  - D)** CLPs are available for all published rates.
  - E)** Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 11.
  - F)** All of the conditions set forth above must exist in order to qualify for the following Customer Loyalty Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Loyalty Plans.

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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**D. INETBA Service Customer Loyalty Plans (Cont'd)**

**2. Customer Loyalty Plan I**

INETBA Service Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th invoice as provided following.

A) For each five invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessment, and similar charges ("eligible charges"), for the consecutive five month period preceding customer's 6th invoice and for the consecutive eleven-month period preceding customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C)

B) Eligibility. To be eligible for the 6th invoice free bonus, each Customer must:

- have initiated service under INETBA Service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA Service;
- have no record of nonpayment in any of the preceding consecutive five-month period of service;
- have received five consecutive and uninterrupted invoices over the preceding five-month period;
- have selected the 6th invoice free bonus incentive prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth invoice in excess of the amount of the applicable credit as calculated under D.2.A preceding.



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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**D. INETBA Service Customer Loyalty Plans (Cont'd)**

**3. Customer Loyalty Plan II**

INETBA Service Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th invoice as provided following.

- A.** For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessment, and similar charges ("eligible charges"), for the consecutive five month period preceding customer's 6th invoice and for the consecutive eleven-month period preceding customer's 8th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C)

**B.** Eligibility. To be eligible for the 9th invoice free bonus, each Customer must:

- have initiated service under the INETBA Service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA Service;
- have no record of nonpayment in any of the preceding consecutive eight-month period of service;
- have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
- have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by Customer's eighth invoice; and
- pay all charges rendered in Customer's eighth invoice in excess of the amount of the applicable credit as calculated under D.3.A preceding.

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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**D. INETBA Service Customer Loyalty Plans (Cont'd)**

**4. Customer Loyalty Plan III**

INETBA Service Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 13th invoice as provided following.

**A.** For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessment, and similar charges ("eligible charges"), for the consecutive five month period preceding customer's 6th invoice and for the consecutive eleven-month period preceding customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C)

**B.** Eligibility. To be eligible for the 13th invoice free bonus, each Customer must:

- have initiated service under the INETBA Service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA Service;
- have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
- have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
- have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by Customer's twelfth invoice; and
- pay all charges rendered in Customer's twelfth invoice in excess of the amount of the applicable credit as calculated under D.4.A, preceding.

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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**E. Loyalty Awards.** Customers who qualify as either a "winback" or a "save" qualify to receive additional Loyalty Awards. (T)

**1. "Welcome Back Invoice" Award.** Each Customer who qualifies as either a "winback" or "save" shall receive its first invoice free, a "Welcome Back Invoice," that is, a credit equal to the charges for the first period of service (may be less than 30 days). The credit equal to the charges in the Welcome Back Invoice will appear in the invoice for the fourth billing cycle following the service period to which the Welcome Back Invoice applies. (T)

**2. Free Minutes Bonus Incentive.** Customers who qualify as either a "winback" or "save" shall be awarded 500 free minutes of either domestic United States interstate calling or intrastate calling, based on the lower of the two rates. (T)

**F. Non-Voice Communications** (T)

For any Customer who qualifies as a "save" or "winback" Customer, Company shall waive non-transport/non-usage (equivalent call units) for lines used for non-voice communications, i.e., facsimile and/or modem lines.

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**\*All material on this page is new.\***

**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**G. - J. Reserved for Future Use**

**K. Advantage Card Service (ACS)**

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in K.1 following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS Customer's non-calling card calling beginning with Customer's 2nd invoice following Customer commencement of service as an ACS Customer ("Total Calling Advantage").

**1. Eligibility**

Company's Advantage Card Service (ACS) becomes available once a Customer has completed a minimum of 30 consecutive days of "on-line" services offered by Company (that is, any stand-alone or combination of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause).

**2. Limitations and Disclaimers**

- A.** ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
- B.** The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.
- C.** ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in E following.
- D.** Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).

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**\*All material on this page is new.\***

**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**K. Advantage Card Service (ACS) (Cont'd)**

**2. Limitations and Disclaimers (Cont'd)**

- E.** Subject to and in accordance with the provisions of Section 2.4 preceding and the eligibility requirements of K.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to “save” or “winback” such Customers; provided that at the time Customer is “saved” or “wonback,” Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by K.1 preceding.
- F.** An ACS Customer whose service is terminated for cause or which voluntarily terminates Company’s service forfeits all unused credits.

**3. Reinstatement**

An ACS Customer which has lost its eligibility for the Total Calling Advantage may reinstate its eligibility for the Total Calling Advantage by curing any outstanding delinquency and/or by qualifying as a winback customer. Once reinstated, the ACS Customer must maintain its eligibility in good standing.

**4. Rates**

The rates in Section 11.D.16 preceding apply to the ACS service.

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**\*All material on this page is new.\***

**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**L. Customer Advantage Plans ("CAPs")**

**1. General Terms and Conditions**

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Advantage Plan" or "CAP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CAP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Advantage Plan offerings are available for eligible Customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CAP to be valid.

- A.** CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
- B.** A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.

**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**L. Customer Advantage Plans ("CAPs") (Cont'd)**

**1. General Terms and Conditions (Cont'd)**

- C.** An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.
- D.** CAPs are available for all published rates.
- E.** Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 11.
- F.** All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
- G.** To receive the Invoice Free CAPs pursuant to L.2 through and including L.6 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility except as otherwise provided following.

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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**L. Customer Advantage Plans ("CAPs") (Cont'd)**

**2. Customer 6th and 12th Invoice Advantage Plan**

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th and 12th invoices as provided following.

- a.** For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- b.** Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:
- have initiated service;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
  - have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
  - have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
  - have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
  - pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under L.2.a, preceding.



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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**L. Customer Advantage Plans ("CAPs") (Cont'd)**

**3. Customer 6th, 10th, and 14th Invoice Advantage Plan**

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 10th, and 14th invoices as provided following.

- a.** For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice, for the consecutive nine-month period preceding Customer's 10th invoice, and third, for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (C) (C) (C) | (C)
- b.** Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:
- have initiated service;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
  - have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9, and 13 months) of service;
  - have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
  - have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
  - pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under L.3.a, preceding.

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**\*All material on this page is new.\***

**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**L. Customer Advantage Plans ("CAPs") (Cont'd)**

**4. Customer "Thanks for Taking the Time" Advantage Plans**

**A. "Thanks for Taking the Time" - 1 ("TTT-1") Advantage Plan**

On and after June 9, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-1") service promotion.

1. Card Denominations. Under this promotion, Company's debit card is available in \$25, \$50, and \$150 denominations based on the end user's monthly volume of usage.

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$25.00	0 - \$49.99
\$50.00	\$50.00 - \$149.99
\$150.00	\$150.00 - \$249.99

2. Rates. The rates for calls using the Company's TTT-1 service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.165	\$0.165

3. Availability. Company's TTT-1 service promotion is available on and after June 9, 2000 until December 9, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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**\*All material on this page is new.\***

**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**L. Customer Advantage Plans ("CAPs") (Cont'd)**

**4. Customer "Thanks for Taking the Time" Advantage Plans**

**A. "Thanks for Taking the Time" - 1 ("TTT-1") Advantage Plan**

- 4.** Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT-1 Card prior to the sunset date or Company's discretionary withdrawal of the TTT-1 Card promotion shall receive service until its TTT-1 Card calling capacity is exhausted by use or specified usage deadline. Each TTT-1 Card expires one (1) year from date of activation.

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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**L. Customer Advantage Plans ("CAPs") (Cont'd)**

**4. Customer "Thanks for Taking the Time" Advantage Plans (Cont'd) (C)**

**B. "Thanks for Taking the Time" - 2 ("TT-2") Advantage Plan (N)**

On and after June 9, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" service promotion. (C)

- 1. Card Denominations.** Under this promotion, a Company debit card is available in a single \$250 denomination based on the end user's monthly volume of usage.

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$250.00	\$250.00+

- 2. Rates.** The rates for calls using the Company's TTT service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Value Unit Value @ 60 seconds or Fraction</u>
\$0.165	\$0.165 (C)

- 3. Availability.** Company's TTT service promotion is available on and after June 9, 2000 until December 9, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company. (C)

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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**L. Customer Advantage Plans ("CAPs") (Cont'd)**

**4. Customer "Thanks for Taking the Time" Advantage Plans (Cont'd) (C)**

**B. "Thanks for Taking the Time" - 2 ("TT-2") Advantage Plan (N)**

- 4.** Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT Card prior to the sunset date or Company's discretionary withdrawal of the TTT Card promotion shall receive service until its TTT Card calling capacity is exhausted by use or specified usage deadline. Each TTT Card expires one (1) year from date of activation.
- 5.** Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in Section L.4.A preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 11.A preceding.

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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**L. Customer Advantage Plans ("CAPs") (Cont'd)**

**5. Customer S&W Prepaid Advantage Plan**

On and after June 9, 2000, any customer which qualifies as a "save" or "winback" customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the "saved" or "wonback" Customer's immediately preceding full month's (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis.

Table

Customer's Prior Month's Non-Calling Card Charges*	2.5 Factor	S&W Calling Card Denomination(s)
\$ 50.00	x 2.5	\$125.00
75.00	x 2.5	187.50
90.00	x 2.5	225.00
100.00	x 2.5	250.00
150.00	x 2.5	250.00 + 125.00
250.00	x 2.5	250.00 + 250.00 + 125.00

\* Sample levels only. Company reserves the right to round down the actual capacity of any S&W Card.

- A.** Rates. The rates for calls using the Company's S&W Card are time of day insensitive; decremented in sixty (60) second increments with a minimum call unit of 60 seconds; and are rounded to the next whole 60 second increment.

Minimum Call Unit <u>@ 60 seconds or Fraction</u>	Incremental Call Unit <u>@ 60 seconds or Fraction</u>
\$0.165	\$0.165

- B.** Availability. Company's S&W Card service promotion is available on and after June 9, 2000 until December 9, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**L. Customer Advantage Plans ("CAPs") (Cont'd)**

**5. Customer S&W Prepaid Advantage Plan (Cont'd)**

- C.** Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any Customer which has received an S&W Card prior to the sunset date or Company's discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline).
- D.** Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section L.4.A preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 11.A preceding. (C)

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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**L. Customer Advantage Plans ("CAPs") (Cont'd)**

**6. Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan**

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 9th, 13th, 19th, 22nd, and 26th invoices as provided following.

- A.** For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") as follows: for the consecutive five month period preceding Customer's 6th invoice; for the consecutive eight-month period preceding Customer's 9th invoice; for the consecutive twelve-month period preceding Customer's 13th invoice; fourth, for the consecutive eighteen-month period preceding Customer's 19th invoice; for the consecutive twenty-one-month period preceding Customer's 22nd invoice; for the consecutive twenty-five month period preceding Customer's 26th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (C) (C) (C)

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**\*All material on this page is new.\***

**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**L. Customer Advantage Plans ("CAPs") (Cont'd)**

**6. Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)**

**B.** Eligibility. To be eligible for the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than \$50.00;
- have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
- have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related eighth, twelfth, eighteenth, twenty-first, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under L.6.A, preceding.

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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**L. Customer Advantage Plans ("CAPs") (Cont'd)**

**6. Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)**

**B. (Cont'd)**

- Contact Company's Customer Care Department to confirm eligibility and to activate the Promotion. A Customer must contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice in order to receive all six invoice credits. A Customer who meets and continues to meet all other Eligibility requirements except that it does not contact Customer Care to activate the promotion until a date subsequent to the last day in the period of service covered by Customer's fifth invoice, will receive all credits on specified invoices (9th, 13th, 19th, 22nd, and 26th) generated by Company after the required contact with Customer Care is made, but will not retroactively receive a credit for any specified invoice already generated by Company.
- Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section L.6.A preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**L. Customer Advantage Plans ("CAPs") (Cont'd)**

**7. Save/Winback Off-Peak/Non-Business Day Adjustments.**

Customers whose rates are adjusted pursuant to 11.B.10 preceding and who then qualify as a "save" or "winback" customer are eligible to be rerated to the rates prior to any applicable adjustment made pursuant to 11.B.10. (T)  
|  
(T)

**M. Customer "Welcome Aboard" Advantage Plan**

For new Customers who meet the eligibility requirements of Section 11.A.1 preceding, the Company will waive the ECU rate component during Business Day hours only, and for 1+ and toll free access calls only, for the first and second invoices within the regular billing cycle. Company's standard tariff rate methodology applies from and after the third invoice.

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**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**N. Service Term Invoice Free Credit.** New customers or customers who qualify as either a “save” or a “winback” and who meet the eligibility requirements set forth in Section 11.N.2 shall receive the Service Term Invoice Free Credit.

**N.1 Credit.** For the entire service term of each new customer or customer that qualifies as either a “save” or “winback” customer, a continuing periodic credit shall be given in the invoice following each consecutive five months of uninterrupted service (“credit invoice”) equal to the lower of either (i) the average of the customer’s monthly usage and non-usage charges for five months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

**N.2 Eligibility.** To be eligible for the Service Term Invoice Free Credit, each customer must:

- A.** Have initiated service under an INETBA Service Plan;
- B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA Service Plan;
- C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D.** Have received five months of consecutive and uninterrupted service preceding each credit invoice;
- E.** Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and,
- F.** Pay all charges rendered in customer’s credit invoice in excess of the amount of the applicable credit as calculated under Section 11.N.1, preceding.

(C)

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**\* ALL MATERIAL ON THIS PAGE IS NEW \***

**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

- O. Service Term Invoice Free Credit II.** New customers or customers who qualify as either a “save” or a “winback” and who meet the eligibility requirements set forth in Section 11.O.2 shall receive the Service Term Invoice Free Credit II.
- O.1 Credit.** For the entire service term of each new customer or customer that qualifies as either a “save” or “winback” customer, a continuing periodic credit shall be given in the invoice following each consecutive three months of uninterrupted service (“credit invoice”) equal to the lower of either (i) the average of the customer’s monthly usage and non-usage charges for three months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- O.2 Eligibility.** To be eligible for the Service Term Invoice Free Credit II, each customer must:
- A.** Have initiated service under an INETBA Service Plan;
  - B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA Service Plan;
  - C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
  - D.** Have received three months of consecutive and uninterrupted service preceding each credit invoice;
  - E.** Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,
  - F.** Pay all charges rendered in customer’s credit invoice in excess of the amount of the applicable credit as calculated under Section 11.O.1, preceding.

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ISSUED: June 20, 2001

EFFECTIVE: July 1, 2001

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**\* ALL MATERIAL ON THIS PAGE IS NEW \***

**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**P. Cross Over Special Service Offers**

**P.1 Cross Over Credit (COC)**

**A.** To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Credit" or "COC" equal to 5% of the customer's usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

**B. Limitations and Disclaimers**

- The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
- If earned, as specified in Section 11.P.1.A preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.
- This credit is not available with Company's offering set forth in Section 11.P.2 following.
- The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).
- A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

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**\* ALL MATERIAL ON THIS PAGE IS NEW \***

**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**P. Cross Over Special Service Offers (Cont'd)**

**P.2 Cross Over Century Card (COCC)**

**A.** To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Century Card" or "COCC," a prepaid calling card worth \$100 for each \$1000 of usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

**B. Limitations and Disclaimers**

- This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
- The COCC card will be issued following Customer's commencement of service.
- This offer is not available with Company's 5% credit offer set forth in Section P.1 preceding.
- The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.
- Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.

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**\* ALL MATERIAL ON THIS PAGE IS NEW \***

**SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES  
DESCRIPTION AND RATES (Cont'd)**

**P. Cross Over Special Service Offers (Cont'd)**

**P.2 Cross Over Century Card (COCC) (Cont'd)**

**B. (Cont'd)**

- To qualify for each \$100 of face value on COCC, the customer's previous usage will be segmented into \$100 usage "packets" as follows:

<u>Previous Usage</u>	<u>\$100 Packets</u>
\$100.00	1
\$200.00	2
\$300.00	3
\$395.00	4
\$490.00	5
\$585.00	6
\$680.00	7
\$775.00	8
\$870.00	9
\$965.00 +	10

- COCC calls must originate and terminate from locations in the state from areas served with equal access. COCC calls are rated at \$0.75 per minute of use and are distance, day-of-week, and time-of-day insensitive. Non-transport charges do not apply.
- If at any time prior to the completion of its use period, any of customer's services is terminated for cause, for any service customer in its discretion terminates, or should customer fail at any time to comply with the conditions of this Section, at the time of termination or failure of compliance, the unused value of the COCC card shall be cancelled immediately by Company.

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EFFECTIVE: July 1, 2001

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**\*All material on this page is new.\***

**SECTION 12 - INETBA "E-Service"**

**A. INETBA "E-Service"**

INETBA E-Service offers Company's intrastate interexchange services in exclusive combination with its Internet Web page design and hosting services and its Internet Access - DSL services where facilities are available. Any business which orders Company's Internet Web page design and hosting services and who meets all other eligibility requirements set forth in this tariff for INETBA E-Service is eligible for INETBA E-Service. INETBA E-Service is available for calls that originate and terminate within this state, and includes 1+ Outbound, Toll Free Access (800/888/877), and Calling Card calling.

For informational purposes, the terms and conditions of Company's Internet Services most significantly related to Company's tariffed interexchange telecommunications services, namely, Company's Web page design, Web page hosting and domain name registration services (collectively, Company's "Internet Services") are set forth following.

1. Internet Services are available to customers of Company's interexchange telecommunications services as tariffed herein and to other end users.
2. A non-recurring set up charge applies which may be waived pursuant to promotional offers provided by the Company, which if such promotions involve tariffed services will be tariffed herein prior to their effectiveness.

Internet Service Set-Up Charge	\$499.00
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3. A recurring charge for Internet Web page hosting services applies as follows.

Standard Hosting Charge	\$69.95/month
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Discounted Hosting Charge	\$39.95/month*
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\* Customer required to take Company's tariffed interexchange telecommunications services.

4. Subject to E following, no charge is made for customers of Company's Internet Services for registering a customer's domain name.

**\*All material on this page is new.\***

**SECTION 12 - INETBA "E-Service" (Cont'd)**

**A. INETBA "E-Service" (Cont'd)**

5. Termination charges apply to any combined tariffed and Internet Services customer canceling its tariffed telecommunications services during the first 12 months following its service commencement date.

Termination Charges

Web Site Set Up	\$249.00
Domain Name Registration	\$ 70.00

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**SECTION 12 - INETBA "E-Service" (Cont'd)**

**A. INETBA "E-Service" (Cont'd)**

6. All INETBA E-Service offerings (1+, toll free access and calling card) are billed in standard call duration increments featuring a Minimum Call Unit of 18 seconds and Incremental Call Units of 6 seconds which are rounded to the next highest full billing increment of 18 or 6 seconds as applicable.

7. To be eligible for INETBA E-Service, a customer must not have had its account with any carrier canceled for nonpayment of charges, must not have a history of late payment of charges at any time during the 12-month period preceding customer's service commencement date with Company, and must have originated and terminated usage within this state within the 30-day period preceding customer's service commencement date with Company.

8. INETBA E-Service Terms and Conditions

Each term and condition of this Section 12 and Company's Tariff F.C.C. No. 4, including specific eligibility provisions, apply and serve to qualify the availability and continuation of a customer's usage rate guarantee as set forth herein.

9. Companion Federal Rate Guarantee

For a customer who maintains eligibility for and receives service under the INETBA E-Service, the rates are guaranteed for the same number of invoices, i.e., 12 invoices for customers whose peak/business day interstate usage rates are \$0.069 to \$0.149 (6 invoices for any customer whose peak/business day interstate usage rate is \$0.059), as the number of invoices guaranteed under Company's INETBA E-Service for interstate calls as provided in Company's Tariff F.C.C. No. 4. Calling card services are not eligible for this rate guarantee. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive offer.

(C/T)

(C)

(C/D)

(C)

(C)

**SECTION 12 - INETBA "E-Service" (Cont'd)**

**B. INETBA E-Service Rates**

Subject to Section 12.B.9, 12.B.10, 12.B.11, and 12.C following the INETBA rate plans for interLATA and intraLATA 1+ and toll free access service are offered.

**1. Basic Q Rate Plan**

(N)(T)

Basic Q rates are provided to customers with no minimum monthly intrastate usage requirement at the following rates:

	<u>Minimum Call Unit</u> <u>or Fraction</u>	<u>Incremental Call Unit</u> <u>or Fraction</u>	
Peak/Business Day	\$0.0495	\$0.0165	
Off-Peak/Non-Business Day	\$0.0495	\$0.0165	(N)

**2. Classic Q Rate Plan**

(T)

(D)

Except as provided in Section 12.B.10.a, following, Classic Q rates are provided to customers whose minimum monthly usage is over \$5.00 at the following rates:

(D)(N)

	<u>Minimum Call Unit</u> <u>or Fraction</u>	<u>Incremental Call Unit</u> <u>or Fraction</u>	
Peak/Business Day	\$0.0447	\$0.0149	(C)
Off-Peak/Non-Business Day	\$0.0447	\$0.0149	(C)

**3. Classic 2 Rate Plan**

(T)

Except as provided in Section 12.B.10.b, following, Classic 2 rates are provided to customers whose minimum monthly intrastate usage is over \$10.00 at the following rates:

(T)

	<u>Minimum Call Unit</u> <u>or Fraction</u>	<u>Incremental Call Unit</u> <u>or Fraction</u>	
Peak/Business Day	\$0.0417	\$0.0139	
Off-Peak/Non-Business Day	\$0.0417	\$0.0139	

**4. Classic 1 Rate Plan**

(T)

Except as provided in Section 12.B.10.b, following Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over \$15.00 at the following rates:

(T)

	<u>Minimum Call Unit</u> <u>or Fraction</u>	<u>Incremental Call Unit</u> <u>or Fraction</u>	
Peak/Business Day	\$0.0387	\$0.0129	
Off-Peak/Non-Business Day	\$0.0387	\$0.0129	

ISSUED: August 17, 2001

EFFECTIVE: August 18, 2001

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**SECTION 12 - INETBA "E-Service" (Cont'd)**

**B. INETBA E-Service Rates (Cont'd)**

**5. Universal Rate Plan** (T)

Except as provided in Section 12.B.10.b, following, Universal rates are provided to customers whose minimum monthly intrastate usage is over \$20.00 at the following rates: (T)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0357	\$0.0119
Off-Peak/Non- Business Day	\$0.0357	\$0.0119

**6. Prime 2 Rate Plan** (T)

Except as provided in Section 12.B.10.b, following, Prime 2 rates are provided to customers whose minimum monthly intrastate usage is over \$25.00 at the following rates: (T)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0297	\$0.0099
Off-Peak/Non-Business Day	\$0.0297	\$0.0099

**7. Prime 1 Rate Plan** (T)

Except as provided in Section 12.B.10.b, following, Prime 1 rates are provided to customers whose minimum monthly intrastate usage is over \$30.00 at the following rates: (T)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0267	\$0.0089
Off-Peak/Non-Business Day	\$0.0267	\$0.0089

**SECTION 12 - INETBA "E-Service" (Cont'd)**

**B. INETBA E-Service Rates (Cont'd)**

**8. Super 1 Rate Plan**

Except as provided in Section 12.B.10.b, following, Super 1 rates are provided to customers whose minimum monthly intrastate usage is over \$35.00 at the following rates:

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	\$0.0237	\$0.0079
Off-Peak/Non-Business Day	\$0.0237	\$0.0079

**9. Super 2 Rate Plan**

Except as provided in Section 12.B.10.b, following, Super 2 rates are provided to customers whose minimum monthly intrastate usage is over \$40.00 at the following rates:

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	\$0.0207	\$0.0069
Off-Peak/Non-Business Day	\$0.0207	\$0.0069

**10. Rate Plan Adjustments for Non-Calling Plan Customers**

- a. Subject to 12.D.19 following, the off-peak/non-business rates in 12.B.2 preceding for Classic Q customers whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding December 20, 2000, shall be rated at the Basic Q rates as set forth in 12.B.1 preceding.
- b. The off-peak/non-business rates in 12.B.2, 12.B.3, 12.B.4, 12.B.5, 12.B.6, 12.B.7, 12.B.8, and 12.B.9 preceding for customers in service on or before December 20, 2000, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not changed during the four service periods prior to December 20, 2000, shall be rated pursuant to the Classic Q rates as set forth in 12.B.2 preceding.

**11. Rate Plan Adjustment for Customers Billing \$50.00 or Less**

- a. Any Rate Category I-VII customers (as defined in Table 1 of Section 12.C) in service before August 30, 2001, whose services are not part of an unexpired term plan or usage rate guarantee and which are not subject to treatment procedures, and who billed \$50.00 or less in intrastate calling charges on their November invoice, shall have their peak/business day rates adjusted upward by two Rate Categories effective December 1, 2001. (C/I)
- b. Any Rate Category VIII customers (as defined in Table 1 of Section 12.C) in service before August 30, 2001, whose services are not part of an unexpired term plan or rate guarantee and which are not subject to treatment procedures, and who billed \$50.00 or less in intrastate calling charges on their November invoice, shall have their peak/business day rates adjusted to Rate Category IX effective December 1, 2001. (C/I)

ISSUED December 14, 2001

EFFECTIVE: December 15, 2001

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**SECTION 12 - INETBA "E-Service" (Cont'd)**

**B. INETBA E-Service Rates (Cont'd)**

**12. Rates for Calls Terminated to a Mobile Phone or Pager (C)**

From and after February 16, 2000, all calls terminated to a mobile phone or pager shall be charged the following rates:

Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
\$0.0537	\$0.0179

**13. Rates for Calling Cards (C)**

Rates for calling card calls which are not associated with other services are time of day sensitive.

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0495	\$0.0165
Off-Peak/Non-Business Day	\$0.0444	\$0.0148

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**SECTION 12 - INETBA "E-Service" (Cont'd)**

**C. INETBA E-Service - Graduated Rate Categories**

Carrier offers services under this Section based on the Rate Plans and categories as specified following. Rates are graduated as shown in Table 1 following, higher to lower, that is, Rate Category I for the Super 2 Rate Plan contains Carrier's lowest offered rates and Rate Category IX for the Basic Q Rate Plan contains Carrier's top rates.

Table 1

Rate Plan	Rate Category
Basic Q	IX
Classic Q	VIII
Classic 2	VII
Classic 1	VI
Universal	V
Prime 2	IV
Prime 1	III
Super 1	II
Super 2	I

- C.1** Any Rate Category I-VII customers in service on or before June 30, 2003, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after October 1, 2003, that are reflected on invoices rendered on or after November 1, 2003. (C)
- C.2** Any Rate Category VIII customers in service on or before June 30, 2003, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category IX, effective for all calls on or after October 1, 2003, that are reflected on invoices rendered on or after November 1, 2003. (C)
- C.3** Reserved for Future Use.

ISSUED: September 30, 2003

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**\*All material on this page is new.\***

**SECTION 12 - INETBA "E-Service" (Cont'd)**

C. INETBA E-Service – Graduated Rate Categories (Cont'd)

**3. Limited-Class Switched Rates**

**3.1 Dedicated Rates.** The following rates are available to new customers and "save" or "winback" customers with T-1 access lines.

A. D-1 Rate Plan

D-1 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

	Minimum Call Unit <u>Or Fraction</u>	Incremental Call Unit <u>Or Fraction</u>
Peak/Business Day	\$0.0207	\$0.0069
Off-Peak/Non-Business Day	\$0.0207	\$0.0069

B. D-2 Rate Plan

D-2 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

	Minimum Call Unit <u>Or Fraction</u>	Incremental Call Unit <u>Or Fraction</u>
Peak/Business Day	\$0.0177	\$0.0059
Off-Peak/Non-Business Day	\$0.0177	\$0.0059

C. D-3 Rate Plan

D-3 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$120.00 at the following rates:

	Minimum Call Unit <u>Or Fraction</u>	Incremental Call Unit <u>Or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

D. D-4 Rate Plan

D-4 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$130.00 at the following rates:

	Minimum Call Unit <u>Or Fraction</u>	Incremental Call Unit <u>Or Fraction</u>
Peak/Business Day	\$0.0117	\$0.0039
Off-Peak/Non-Business Day	\$0.0117	\$0.0039

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**\*ALL MATERIAL ON THIS PAGE IS NEW\***

**SECTION 12 - INETBA "E-Service" (Cont'd)**

**C. INETBA E-Service – Graduated Rate Categories (Cont'd)**

**3. Limited-Class Switched Rates (Cont'd)**

**3.2 Limited-Class "X" Rates.** The following rates are available to new customers and "save" or "winback" customers. Calls made under these rate plans shall not be subject to the addition of Equivalent Call Unit's (ECU's) as described in the sections preceding.

**a. X-1 Rate Plan**

X-1 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0237	\$0.0079
Off-Peak/Non-Business Day	\$0.0237	\$0.0079

**b. X-2 Rate Plan**

X-2 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0207	\$0.0069
Off-Peak/Non-Business Day	\$0.0207	\$0.0069

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**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans ("CAPs")**

**1. General Terms and Conditions**

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Advantage Plan" or "CAP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CAP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Advantage Plan offerings are available for eligible Customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CAP to be valid.

- a.** CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
- b.** A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.

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**\*All material on this page is new.\***

**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans ("CAPs") (Cont'd)**

**1. General Terms and Conditions (Cont'd)**

- c.** An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.
- d.** CAPs are available for all published rates.
- e.** Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 12.
- f.** All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
- g.** To receive the Invoice Free CAPs pursuant to D.2 through and including D.7 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility.

**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans ("CAPs") (Cont'd)**

**2. Customer Advantage Plan I**

INETBA E-Service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 13th invoice as provided following.

- a.** For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive twelve month period preceding customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- b.** Eligibility. To be eligible for the 13th invoice free bonus, each Customer must:
  - have initiated service under INETBA E-Service;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
  - have no record of nonpayment in any of the preceding consecutive 12-month period of service;
  - have received twelve consecutive and uninterrupted invoices over the preceding 12-month period;
  - have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by Customer's 12th invoice; and
  - pay all charges rendered in Customer's 12th invoice in excess of the amount of the applicable credit as calculated under D.2.a preceding.

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ISSUED: January 3, 2001

EFFECTIVE: January 4, 2001

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**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans ("CAPs") (Cont'd)**

**3. Customer Advantage Plan II**

INETBA E-Service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th invoice as provided following.

- a.** For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive twelve month period preceding customer's 8th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- b.** Eligibility. To be eligible for the 9th invoice free bonus, each Customer must:
- have initiated service under the INETBA E-Service;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
  - have no record of nonpayment in any of the preceding consecutive eight-month period of service;
  - have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
  - have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by Customer's eighth invoice; and
  - pay all charges rendered in Customer's eighth invoice in excess of the amount of the applicable credit as calculated under D.3.a preceding.

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**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans ("CAPs") (Cont'd)**

**4. Customer Advantage Plan III**

INETBA E-Service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th and 13th invoices as provided following.

- a.** For each eight and immediately succeeding four additional invoices of consecutive uninterrupted service (total of 12 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive eight month period preceding customer's 9th invoice, for the consecutive twelve-month period preceding Customer's 13th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C)
- b.** Eligibility. To be eligible for the 9th and 13th invoice free bonuses, each Customer must:
- have initiated service under the INETBA E-Service;
  - have current usage which exceeds the established inimum monthly usage levels for the applicable INETBA E-Service;
  - have no record of nonpayment in any of the preceding consecutive month qualifying periods (8 and 12 months) of service;
  - have received first eight, then four additional consecutive and uninterrupted invoices over the preceding twelve-month period;
  - have selected the 9th and 13th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eighth invoice; and
  - pay all charges rendered in Customer's eighth and related twelfth invoice in excess of the amount of the applicable credits as calculated under D.4.a, preceding. (C)

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**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans ("CAPs") (Cont'd)**

**5. Customer Advantage Plan IV**

INETBA E-Service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th and 18th invoices as provided following.

- a.** For each eight and immediately succeeding nine additional invoices of consecutive uninterrupted service (total of 17 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive eight month period preceding Customer's 9th invoice, and for the consecutive seventeen-month period preceding Customer's 18th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C)
- b.** Eligibility. To be eligible for the 9th and 18th invoice free bonuses, each Customer must: (C)
- have initiated service under the INETBA E-Service;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
  - have no record of nonpayment in any of the preceding consecutive month qualifying periods (8 and 17 months) of service;
  - have received first eight, then nine additional consecutive and uninterrupted invoices over the preceding seventeen-month period;
  - have selected the 9th and 18th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eighth invoice; and
  - pay all charges rendered in Customer's eighth and related seventeenth invoice in excess of the amount of the applicable credits as calculated under D.5.a, preceding. (C)



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**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans ("CAPs") (Cont'd)**

**6. Customer Advantage Plan V**

INETBA E-Service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th and 12th invoices as provided following.

- a.** For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice and second, for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C)
- b.** Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:
- have initiated service under the INETBA E-Service;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
  - have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
  - have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
  - have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
  - pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under D.6.a, preceding. (C)

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**\*All material on this page is new.\***

**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans ("CAPs") (Cont'd)**

**7. Customer Advantage Plan VI**

INETBA E-Service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 10th, and 14th invoices as provided following.

- a.** For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the average of the Customer's monthly charges (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges), first, for the consecutive five month period preceding Customer's 6th invoice, second, for the consecutive nine-month period preceding Customer's 10th invoice, and third, for the consecutive thirteen month period preceding Customer's 14th invoice.
- b.** Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:
  - have initiated service under the INETBA E-Service;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
  - have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9 and 13 months) of service;
  - have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
  - have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
  - pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under D.7.a, preceding.

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**\*All material on this page is new.\***

**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans ("CAPs") (Cont'd)**

**8. INETBA E-Service Customer Advantage Plan VII - Advantage Card Service (ACS)**

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in D.1.a following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS Customer's non-calling card calling beginning with Customer's 2nd invoice following Customer commencement of service as an ACS Customer ("Total Calling Advantage").

**9. Eligibility**

Company's Advantage Card Service (ACS) becomes available once a Customer has completed a minimum of 30 consecutive days of "on-line" services offered by Company (that is, any stand-alone or combination of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause).

**10. Limitations and Disclaimers**

- a. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
- b. The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.
- c. ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in E following.
- d. Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).

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**\*All material on this page is new.\***

**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans ("CAPs") (Cont'd)**

**10. Limitations and Disclaimers (Cont'd)**

- e. Subject to and in accordance with the eligibility requirements of D.1.a preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by D.1.a preceding.
- f. An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

**11. Reinstatement**

An ACS Customer which has lost its eligibility for the Total Calling Advantage may reinstate its eligibility for the Total Calling Advantage by curing any outstanding delinquency and/or by qualifying as a winback customer. Once reinstated, the ACS Customer must maintain its eligibility in good standing.

**12. Rates**

The rates in Section B.16 preceding apply to the INETBA E-Service ACS service.

**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans ("CAPs") (Cont'd)**

**13. Customer Advantage Plan VIII - Free Minutes**

Customers who qualify as either a "winback" or "save" shall be awarded 500 free minutes of either domestic United States interstate calling or intrastate calling, based on the lower of the two rates.

**14. Customer Advantage Plan IX - Customer Referral Credit Program ("CRCP")**

Company offers each existing Customer a single credit for each validated new customer referred to the Company by the existing Customer. The credit is applied to the existing Customer's charges incurred for services rendered under this tariff.

- A. Eligibility. To qualify for this credit, an existing customer must supply Carrier with a new customer's proprietary network information ("CPNI") and either an (1) order for service sufficient to qualify as a valid written Letter of Agency ("LOA"); or (2) the name of the new customer's authorized representative to be contacted by Company's sales and marketing personnel within 90 days of Company's receipt of the designation of the authorized representative by the existing Customer. A new customer or its designated authorized representative must request service commencement within 30 days of the date of the written LOA or 30 days of the date Company's sales and marketing personnel contact with the new customer or its authorized representative.

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**\*All material on this page is new.\***

**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans ("CAPs") (Cont'd)**

**14. Customer Advantage Plan IX - Customer Referral Credit Program ("CRCP") (Cont'd)**

- B. Conditions. The CRCP shall vest only after the new customer referred by the existing Customer completes four consecutive months of service following the new customer's service commencement date without any late payment or other delinquency. Subject to Company's validation of the referred customer's compliance with the requirements of this Section 12.4.10, the CRCP shall appear on the existing Customer's 4th invoice following the service commencement date for the new customer.
- C. Credit. Subject to Sections D.14.a and D.14.b, preceding, the referring existing Customer shall receive a credit equal to ten percent (10%) of the new referred customer's service charges appearing on the final invoice rendered by the new referred customer's previous primary interexchange carrier, once validated by Company, and exclusive of any of the previous carrier's monthly fees, taxes, surcharges, assessments, or other such charges. The CRCP may not exceed \$500.00 per new referred customer.

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ISSUED: February 16, 2000

EFFECTIVE: February 17, 2000

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**\*All Material On This Page Is New.\***

**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans (Cont'd)**

**15. Customer Advantage Plan X - "Thanks for Taking the Time" Promotion - 1**

On and after February 28, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-1") service promotion.

- A. Card Denominations. Under this promotion, Company's debit card is available in \$25, \$50, and \$150 denominations based on the end user's monthly volume of usage.

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$ 25.00	0 - \$49.99
\$ 50.00	\$50.00 - \$149.99
\$150.00	\$150.00 - \$249.99

- B. Rates. The rates for calls using the Company's TTT-1 service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.165	\$0.165

- C. Availability. Company's TTT-1 service promotion is available on and after February 28, 2000 until August 25, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

**\*All Material On This Page Is New.\***

**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans (Cont'd)**

**15. Customer Advantage Plan X - "Thanks for Taking the Time" Promotion - 1  
(Cont'd)**

- D. Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT-1 Card prior to the sunset date or Company's discretionary withdrawal of the TTT-1 Card promotion shall receive service until its TTT-1 Card calling capacity is exhausted by use or specified usage deadline. Each TTT-1 Card expires one (1) year from date of activation.



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**\*All Material On This Page Is New.\***

**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans (Cont'd)**

**16. Customer Advantage Plan XI - "Thanks for Taking the Time" Promotion - 2 ("TTT-2")**

On and after February 28, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-2") service promotion.

- A. Card Denominations. Under this promotion, a Company debit card is available in a single \$250 denomination based on the end user's monthly volume of usage.

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$250.00	\$250.00+

- B. Rates. The rates for calls using the Company's TTT-2 service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.165	\$0.165

- C. Availability. Company's TTT-2 service promotion is available on and after February 28, 2000 until August 28, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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**\*All Material On This Page Is New.\***

**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans (Cont'd)**

**16. Customer Advantage Plan XI - "Thanks for Taking the Time" Promotion - 2 ("TTT-2") (Cont'd)**

- D. Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT-2 Card prior to the sunset date or Company's discretionary withdrawal of the TTT-2 Card promotion shall receive service until its TTT Card calling capacity is exhausted by use or specified usage deadline. Each TTT-2 Card expires one (1) year from date of activation.
- E. Second Card Availability. During the term of this promotional offering, a second TTT-2 Card in the same denomination listed in section D.16.A. preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in section A. preceding.

**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans ("CAPs") (Cont'd)**

17. Loyalty Awards. Customers who qualify as either a "winback" or a "save" qualify to receive additional Loyalty Awards.

A. "Welcome Back Invoice" Award. Each Customer who qualifies as either a "winback" or "save" shall receive its first invoice free, a "Welcome Back Invoice," that is, a credit equal to the charges for the first period of service (may be less than 30 days). The credit equal to the charges in the Welcome Back Invoice will appear in the invoice for the fourth billing cycle following the service period to which the Welcome Back Invoice applies.

B. Reserved for Future Use.

(D/T)  
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|  
|  
|  
(D)

**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans (Cont'd)**

**18. Customer Advantage Plan XII - S&W Prepaid Plan**

On and after June 9, 2000, any customer which qualifies as a "save" or "winback" customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the "saved" or "wonback" Customer's immediately preceding full month's (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis. (C)

Table

Customer's Prior Month's Non-Calling Card Charges*	2.5 Factor	S&W Calling Card Denomination(s)	(C)
\$ 50.00	x 2.5	\$125.00	
75.00	x 2.5	187.50	
90.00	x 2.5	225.00	
100.00	x 2.5	250.00	
150.00	x 2.5	250.00 + 125.00	(C)
250.00	x 2.5	250.00 + 250.00 + 125.00	(C)

\* Sample levels only. Company reserves the right to round down the actual capacity of any S&W Card.

**A. Rates.** The rates for calls using the Company's S&W Card are time of day insensitive; decremented in sixty (60) second increments with a minimum call unit of 60 seconds; and are rounded to the next whole 60 second increment.

Minimum Call Unit <u>@ 60 seconds or Fraction</u>	Incremental Call Unit <u>@ 60 seconds or Fraction</u>	(C)
\$0.165	\$0.165	

**B. Availability.** Company's S&W Card service promotion is available on and after June 9, 2000 until December 9, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company. (C)

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**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans (Cont'd)**

**18. Customer Advantage Plan XII - S&W Prepaid Plan (Cont'd)**

- C.** Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any Customer which has received an S&W Card prior to the sunset date or Company's discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline).
- D.** Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section D.18 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 12.A preceding. (C)

**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans (Cont'd)**

**19. Save/Winback Off-Peak/Non-Business Day Adjustments.**

Customers whose rates are adjusted pursuant to 12.B.10 preceding and who then qualify as a "save" or "winback" customer are eligible to be rerated to the rates prior to any applicable adjustment made pursuant to 12.B.10. (T)  
|  
(T)

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EFFECTIVE: August 18, 2001

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**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans (Cont'd)**

**D.20 Service Term Invoice Free Credit.** New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section D.20.2 shall receive the Service Term Invoice Free Credit.

**D.20.1 Credit.** For the entire service term of each new customer or customer that qualifies as either a "save" or "winback" customer, a continuing periodic credit shall be given in the invoice following each consecutive five months of uninterrupted service ("credit invoice") equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for five months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

**D.20.2 Eligibility.** To be eligible for the Service Term Invoice Free Credit, each customer must:

- A.** Have initiated service under an INETBA E-Service Plan;
- B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service Service Plan;
- C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D.** Have received five months of consecutive and uninterrupted service preceding each credit invoice; (C)
- E.** Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the fifth month; and,
- F.** Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section D.20.1, preceding.

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**\* ALL MATERIAL ON THIS PAGE IS NEW \***

**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans (Cont'd)**

**D.21 Service Term Invoice Free Credit II.** New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 12.D.21.2 shall receive the Service Term Invoice Free Credit II.

**D.21.1 Credit.** For the entire service term of each new customer or customer that qualifies as either a "save" or "winback" customer, a continuing periodic credit shall be given in the invoice following each consecutive three months of uninterrupted service ("credit invoice") equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for three months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

**D.21.2 Eligibility.** To be eligible for the Service Term Invoice Free Credit II, each customer must:

- A.** Have initiated service under an INETBA E-Service Plan;
- B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service Service Plan;
- C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D.** Have received three months of consecutive and uninterrupted service preceding each credit invoice;
- E.** Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,
- F.** Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 12.D.21.1, preceding.

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**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans (Cont'd)**

**D.22 Cross Over Special Service Offers**

**D.22.1 Cross Over Credit (COC)**

**A.** To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Credit" or "COC" equal to 5% of the customer's usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

**B. Limitations and Disclaimers**

- The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
- If earned, as specified in Section 12.D.1.A preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.
- This credit is not available with Company's offering set forth in Section 12.D.2 following.
- The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).
- A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

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EFFECTIVE: July 1, 2001

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**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans (Cont'd)**

**D.22 Cross Over Special Service Offers (Cont'd)**

**D.22.2 Cross Over Century Card (COCC)**

**A.** To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Century Card" or "COCC," a prepaid calling card worth \$100 for each \$1000 of usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

**B. Limitations and Disclaimers**

- This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
- The COCC card will be issued following Customer's commencement of service.
- This offer is not available with Company's 5% credit offer set forth in Section 12.D.1 preceding.
- The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.
- Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.

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EFFECTIVE: July 1, 2001

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**SECTION 12 - INETBA "E-Service" (Cont'd)**

**D. INETBA E-Service Customer Advantage Plans (Cont'd)**

**D.22 Cross Over Special Service Offers (Cont'd)**

**D.22.2 Cross Over Century Card (COCC) (Cont'd)**

**B. (Cont'd)**

- To qualify for each \$100 of face value on COCC, the customer's previous usage will be segmented into \$100 usage "packets" as follows:

<u>Previous Usage</u>	<u>\$100 Packets</u>
\$100.00	1
\$200.00	2
\$300.00	3
\$395.00	4
\$490.00	5
\$585.00	6
\$680.00	7
\$775.00	8
\$870.00	9
\$965.00 +	10

- COCC calls must originate and terminate from locations in the state from areas served with equal access. COCC calls are rated at \$0.75 per minute of use and are distance, day-of-week, and time-of-day insensitive. Non-transport charges do not apply.
- If at any time prior to the completion of its use period, any of customer's services is terminated for cause, for any service customer in its discretion terminates, or should customer fail at any time to comply with the conditions of this Section, at the time of termination or failure of compliance, the unused value of the COCC card shall be cancelled immediately by Company.

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**SECTION 12 - INETBA "E-Service" (Cont'd)**

**E. Miscellaneous Charges**

**1. Directory Assistance Charge** \$1.25/per call (I)

**2. Toll Free Access Service (TFAS) Miscellaneous Charges**

a. Account Charge

Each Toll Free Access Service Customer shall pay the monthly account charge, following:

Account Charge: \$15.00 Per Account, Per Month

b. Directory Listing Charge

Each Toll Free Access Service Customer having its toll free number listed in any national, regional, or local directory of toll free access numbers shall pay the monthly listing charge, following:

Directory Listing Charge: \$15.00 Per Number, Per Month

**SECTION 12 - INETBA "E-Service" (Cont'd)**

**E. Miscellaneous Charges (Cont'd)**

**3. Remote Access Surcharge**

A surcharge applies to all calls originated at payphones using a service access code.

Per Call            \$0.69

(I)

**4. Waiver of Charges**

A Miscellaneous charge or charges will be waived upon request whenever application of such charge or charges increases a customer's total charges for service above the charges such customer has been offered or has available for the same service from a competing carrier. Company may require documentation or other credible evidence useful in verifying the competitive offering and are subject to the net revenue test as defined by the FCC. Nothing herein shall be construed to require Company to waive any charge if in Company's sole and exclusive discretion, such waiver conflicts or may conflict with law or regulation. Waivers will be granted to customers similarly situated. A customer is similarly situated if the circumstances of that customer are substantially and materially like those which justified the waiver in the first instance.

**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS**

(T)

**A. iVANTAGE NETWORK SOLUTIONS**

(T)

1. iVANTAGE NETWORK SOLUTIONS offers Company's intrastate interexchange services in exclusive combination with its Internet Web page design and hosting services and its Internet Access - DSL services where facilities are available. Any business which orders Company's Internet Web page design and hosting services and who meets all other eligibility requirements set forth in this tariff for iVANTAGE NETWORK SOLUTIONS is eligible for iVANTAGE NETWORK SOLUTIONS. iVANTAGE NETWORK SOLUTIONS is available for calls that originate and terminate within this state, and includes 1+ Outbound, Toll Free Access (800/888/877), and Calling Card calling.

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For informational purposes, the terms and conditions of Company's Internet services most significantly related to Company's tariffed interexchange telecommunications services, namely, Company's Web page design, Web page hosting and domain name registration services (collectively, Company's "Internet services") are set forth following.

- A. Internet services are available to customers of Company's interexchange telecommunications services as tariffed herein and to other end users.
- B. A non-recurring set up charge applies which may be waived pursuant to promotional offers provided by the Company, which if such promotions involve tariffed services will be tariffed herein prior to their effectiveness.

Internet Service Set-Up Charge                      \$499.00

- C. A recurring charge for Internet Web page hosting services applies as follows.

Standard Hosting Charge                                      \$69.95/month

Discounted Hosting Charge                                      \$39.95/month\*

\*Customer required to take Company's tariffed interexchange telecommunications services.

ISSUED: April 27, 2000

EFFECTIVE: April 28, 2000

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)** (T)

**A.1 iVANTAGE NETWORK SOLUTIONS (Cont'd)** (T)

- D. Subject to E following, no charge is made for customers of Company's Internet services for registering a customer's domain name.
- E. Termination charges apply to any combined tariffed and Internet Services customer canceling its tariffed telecommunications services during the first 12 months following its service commencement date.

Termination Charges

Web Site Set Up	\$249.00
Domain Name Registration	\$ 70.00

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS(Cont'd)**

**A. iVANTAGE NETWORK SOLUTIONS (Cont'd)**

2. All iVANTAGE NETWORK SOLUTIONS offerings (1+, toll free access and calling card) are billed in standard call duration increments featuring a Minimum Call Unit of 18 seconds and Incremental Call Units of 6 seconds which are rounded to the next highest full billing increment of 18 or 6 seconds as applicable, and Equivalent Call Units (ECUs) covering non-transport costs.

3. To be eligible for iVANTAGE NETWORK SOLUTIONS, a customer must not have had its account with any carrier canceled for nonpayment of charges, must not have a history of late payment of charges at any time during the 12-month period preceding customer's service commencement date with Company, and must have originated and terminated usage within this state within the 30-day period preceding customer's service commencement date with Company.

4. iVANTAGE NETWORK SOLUTIONS Terms and Conditions

Each term and condition of this Section 13 and Company's Tariff F.C.C. No. 4, including specific eligibility provisions, apply and serve to qualify the availability and continuation of a customer's usage rate guarantee as set forth herein.

(C/T)

5. Companion Federal Rate Guarantee

(C)

A. For a customer who maintains eligibility for and receives service under the iVANTAGE NETWORK SOLUTIONS service, the rates are guaranteed for the same number of invoices, i.e., 12 invoices for customers whose peak/business day interstate usage rates are \$0.069 to \$0.149 (6 invoices for any customer whose peak/business day interstate usage rate is \$0.059), as the number of invoices guaranteed under Company's iVANTAGE NETWORK SOLUTIONS Service for interstate calls as provided in Company's Tariff F.C.C. No. 4. Calling card services are not eligible for this rate guarantee. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive offer.

(C)

(C)

(C)



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**\*\*ALL MATERIAL ON THIS PAGE IS NEW\*\***

**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**A. iVANTAGE NETWORK SOLUTIONS (Cont'd)**

**6. “One, Two, Three, Every Third Invoice Free” Promotion**

New customers who meet the eligibility requirements set forth below, may receive credits under the “One, Two, Three, Every Third Invoice Free” Promotion as follows:

- a.** A credit applied to customer’s first, second and third invoices equal to 33% of customer’s long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
- b.** A credit applied to every third invoice, starting with customer’s sixth invoice (6<sup>th</sup>, 9<sup>th</sup>, 12<sup>th</sup>, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

**Eligibility.** To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer’s credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credits, prior to the sixth and each subsequent invoice credit invoice.

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**B. iVANTAGE NETWORK SOLUTIONS (Cont'd)**

Subject to Sections 13.C, 13.B.9, 13.B.16, and 13.B.17, the following iVANTAGE NETWORK SOLUTIONS rate plans for interLATA and intraLATA 1+ and toll free access services are offered.

**1. Basic Q Rate Plan**

Basic Q rates are provided to customers with no minimum monthly intrastate usage requirement at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	(C)
Peak/Business Day	\$0.0495	\$0.0165	
Off-Peak/Non-Business Day	\$0.0495	\$0.0165	(C)

**2. Classic Q Rate Plan**

Classic Q rates are provided to customers whose minimum monthly usage is over \$5.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	(C)
Peak/Business Day	\$0.0447	\$0.0149	
Off-Peak/Non-Business Day	\$0.0447	\$0.0149	(C)

**3. Classic 2 Rate Plan**

Classic 2 rates are provided to customers whose minimum monthly intrastate usage is over \$10.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	(C)
Peak/Business Day	\$0.0417	\$0.0139	
Off-Peak/Non-Business Day	\$0.0417	\$0.0139	(C)

**4. Classic 1 Rate Plan**

Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over \$15.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	(C)
Peak/Business Day	\$0.0387	\$0.0129	
Off-Peak/Non-Business Day	\$0.0387	\$0.0129	(C)

ISSUED: December 31, 2003

EFFECTIVE: January 1, 2004

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**B. iVANTAGE NETWORK SOLUTIONS (Cont'd)**

**5. Universal Rate Plan**

Universal rates are provided to customers whose minimum monthly intrastate usage is over \$20.00 at the following rates: (C)

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>	(C)
Peak/Business Day	\$0.0357	\$0.0119	
Off-Peak/Non-Business Day	\$0.0357	\$0.0119	(C)

**6. Prime 2 Rate Plan**

Prime 2 rates are provided to customers whose minimum monthly intrastate usage is over \$25.00 at the following rates: (C)

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>	(C)
Peak/Business Day	\$0.0297	\$0.0099	
Off-Peak/Non-Business Day	\$0.0297	\$0.0099	(C)

**7. Prime 1 Rate Plan**

Prime 1 rates are provided to customers whose minimum monthly intrastate usage is over \$30.00 at the following rates: (C)

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>	(C)
Peak/Business Day	\$0.0267	\$0.0089	
Off-Peak/Non-Business Day	\$0.0267	\$0.0089	(C)

**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**B. iVANTAGE NETWORK SOLUTIONS (Cont'd)**

**8. Super 1 Rate Plan**

Super 1 rates are provided to customers whose minimum monthly interstate usage is over \$35.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0237	\$0.0079
Off-Peak/Non-Business Day	\$0.0237	\$0.0079

**9. Super 2 Rate Plan**

Super 2 rates are provided to customers whose minimum monthly intrastate usage is over \$40.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0207	\$0.0069
Off-Peak/Non-Business Day	\$0.0207	\$0.0069

**10. Cairo 1 Rate Plan**

(C)

The Cairo 1 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers, whose minimum monthly intrastate usage is over \$25.00, at the following rates:

(C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

**11. Cairo 2 Rate Plan**

(C)

The Cairo 2 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided to new, "saved" or "Winback" customers, whose minimum monthly intrastate usage is over \$30.00, at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0117	\$0.0039
Off-Peak/Non-Business Day	\$0.0117	\$0.0039

(C)

ISSUED: June 30, 2004

EFFECTIVE: July 1, 2004

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**B. iVANTAGE NETWORK SOLUTIONS (Cont'd)**

**12. to 14. Reserved For Future Use. (C)**

**15. Reserved For Future Use. (C)**

**16. Rates for Calls Terminated to a Mobile Phone or Pager**

All calls terminated to a mobile phone or pager shall be charged the following rates:

<u>Minimum Call Unit</u> <u>or Fraction - 18 Secs.</u>	<u>Incremental Call Unit</u> <u>or Fraction - 6 Secs.</u>	<u>Equivalent Call Unit</u> <u>or Fraction</u>
\$0.0537	\$0.0179	\$0.0179

**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**B. iVANTAGE NETWORK SOLUTIONS (Cont'd)**

**17. iVANTAGE NETWORK SOLUTIONS Rates for Calling Cards**

Rates for calling card calls are time of day sensitive.

	<u>Minimum Call Unit</u> <u>or Fraction - 18 Secs.</u>	<u>Incremental Call Unit</u> <u>or Fraction - 6 Secs.</u>	<u>Equivalent Call Unit</u> <u>or Fraction</u>	(C)
Peak/Bus. Day	\$0.0495	\$0.0165	\$0.0165	
Off-Peak/Non-Bus. Day	\$0.0444	\$0.0148	\$0.0148	(C)

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ISSUED: September 29, 2000

EFFECTIVE: October 2, 2000

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**B. iVANTAGE NETWORK SOLUTIONS (Cont'd)**

**18. Limited-Class Switched Rates**

**18.1 Dedicated Rates.** The following rates are available to new customers and “save” or “winback” customers with T-1 access lines.

A. D-1 Rate Plan

D-1 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

	Minimum Call Unit <u>Or Fraction</u>	Incremental Call Unit <u>Or Fraction</u>
Peak/Business Day	\$0.0207	\$0.0069
Off-Peak/Non-Business Day	\$0.0207	\$0.0069

B. D-2 Rate Plan

D-2 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

	Minimum Call Unit <u>Or Fraction</u>	Incremental Call Unit <u>Or Fraction</u>
Peak/Business Day	\$0.0177	\$0.0059
Off-Peak/Non-Business Day	\$0.0177	\$0.0059

C. D-3 Rate Plan

D-3 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$120.00 at the following rates:

	Minimum Call Unit <u>Or Fraction</u>	Incremental Call Unit <u>Or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

D. D-4 Rate Plan

D-4 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$130.00 at the following rates:

	Minimum Call Unit <u>Or Fraction</u>	Incremental Call Unit <u>Or Fraction</u>
Peak/Business Day	\$0.0117	\$0.0039
Off-Peak/Non-Business Day	\$0.0117	\$0.0039

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ISSUED: December 14, 2001

EFFECTIVE: December 15, 2001

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**\*ALL MATERIAL ON THIS PAGE IS NEW\***

**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**B. iVANTAGE NETWORK SOLUTIONS (Cont'd)**

**18. Limited-Class Switched Rates (Cont'd)**

**18.2 Limited-Class "X" Rates.** The following rates are available to new customers and "save" or "winback" customers. Calls made under these rate plans shall not be subject to the addition of Equivalent Call Unit's (ECU's) as described in the sections preceding.

**a. X-1 Rate Plan**

X-1 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0237	\$0.0079
Off-Peak/Non-Business Day	\$0.0237	\$0.0079

**b. X-2 Rate Plan**

X-2 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0207	\$0.0069
Off-Peak/Non-Business Day	\$0.0207	\$0.0069

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ISSUED: June 28, 2002

EFFECTIVE: July 1, 2002

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**C. iVANTAGE NETWORK SOLUTIONS - Graduated Rate Categories**

Carrier offers services under this Section based on the Rate Plans and categories as specified following. Rates are graduated as shown in Table 1 following, higher to lower, that is, Rate Category I for the Cairo 2 Rate Plan contains Carrier's lowest offered rates and Rate Category XI for the Basic Q Rate Plan contains Carrier's top rates.

Table 1

<b>Rate Plan</b>	<b>Rate Category</b>
Basic Q	XI
Classic Q	X
Classic 2	IX
Classic 1	VIII
Universal	VII
Prime 2	VI
Prime 1	V
Super 1	IV
Super 2	III
Cairo 1	II
Cairo 2	I

**C.1** Any Rate Category I-IX customers in service on or before April 15, 2013, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after July 18, 2013, that are reflected on invoices rendered on or after August 15, 2013. (C)

**C.2** Any Rate Category X customers in service on or before April 15, 2013, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category XI, effective for all calls on or after July 18, 2013, that are reflected on invoices rendered on or after August 15, 2013. (C)

**C.3 Reserved for Future Use**

**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS(Cont'd)** (T)

**D. iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (“CAPs”)** (T)

**1. General Terms and Conditions**

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Advantage Plan" or "CAP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CAP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Advantage Plan offerings are available for eligible Customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CAP to be valid.

- A. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
- B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.

**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)** (T)

**D. iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)** (T)

**1. General Terms and Conditions (Cont'd)**

- C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.
- D. CAPs are available for all published rates.
- E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 13.
- F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
- G. To receive the Invoice Free CAPs pursuant to D.2 through and including D.7 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility.

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**D. iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)**

**2. Customer Advantage Plan I**

iVANTAGE NETWORK SOLUTIONS service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 13th invoice as provided following.

- A. For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive 12-month period preceding customer's 13th invoice and for the consecutive eleven-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C)  
(C)  
(C)  
|  
(C)
- B. Eligibility. To be eligible for the 13th invoice free bonus, each Customer must:
- have initiated service under iVANTAGE NETWORK SOLUTIONS;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS;
  - have no record of nonpayment in any of the preceding consecutive 12-month period of service;
  - have received twelve consecutive and uninterrupted invoices over the preceding 12-month period;
  - have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by Customer's 12th invoice; and
  - pay all charges rendered in Customer's 12th invoice in excess of the amount of the applicable credit as calculated under D.2.A. preceding.

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ISSUED: January 17, 2001

EFFECTIVE: January 18, 2001

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**D. iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)**

**3. Customer Advantage Plan II**

iVANTAGE NETWORK SOLUTIONS Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th invoice as provided following.

- A. For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C)  
(C)  
|  
(C)
- B. Eligibility. To be eligible for the 9th invoice free bonus, each Customer must:
- have initiated service under iVANTAGE NETWORK SOLUTIONS;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS;
  - have no record of nonpayment in any of the preceding consecutive eight-month period of service;
  - have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
  - have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by Customer's eighth invoice; and
  - pay all charges rendered in Customer's eighth invoice in excess of the amount of the applicable credit as calculated under B.3.A. preceding.

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**D. iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)**

**4. Customer Advantage Plan III**

iVANTAGE NETWORK SOLUTIONS Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th and 13th invoices as provided following.

- A. For each eight and immediately succeeding four additional invoices of consecutive uninterrupted service (total of 12 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive eight month period preceding Customer's 9th invoice for the consecutive twelve-month period preceding Customer's 13th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (C) (C) (C)
- B. Eligibility. To be eligible for the 9th and 13th invoice free bonuses, each Customer must:
- have initiated service under iVANTAGE NETWORK SOLUTIONS;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS ;
  - have no record of nonpayment in any of the preceding consecutive month qualifying periods (8 and 12 months) of service;
  - have received first eight, then four additional consecutive and uninterrupted invoices over the preceding twelve-month period;
  - have selected the 9th and 13th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eighth invoice; and
  - pay all charges rendered in Customer's eighth and related twelfth invoice in excess of the amount of the applicable credits as calculated under D.4.A., preceding.

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**D. iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)**

**5. Customer Advantage Plan IV**

iVANTAGE NETWORK SOLUTIONS Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th and 18th invoices as provided following.

- A. For each eight and immediately succeeding nine additional invoices of consecutive uninterrupted service (total of 17 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive eight month period preceding Customer's 9th invoice and second, for the consecutive seventeen-month period preceding Customer's 18th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C)
- B. Eligibility. To be eligible for the 9th and 18th invoice free bonuses, each Customer must: (C)
- have initiated service under iVANTAGE NETWORK SOLUTIONS;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS;
  - have no record of nonpayment in any of the preceding consecutive month qualifying periods (8 and 17 months) of service;
  - have received first eight, then nine additional consecutive and uninterrupted invoices over the preceding seventeen-month period;
  - have selected the 9th and 18th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eighth invoice; and
  - pay all charges rendered in Customer's eighth and related seventeenth invoice in excess of the amount of the applicable credits as calculated under D.5.A., preceding. (C)

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**D. iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)**

**6. Customer Advantage Plan V**

iVANTAGE NETWORK SOLUTIONS Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th and 12th invoices as provided following.

- A. For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice and second, for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C)  
(C)  
(C)  
(C)  
(C)
- B. Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:
- have initiated service under iVANTAGE NETWORK SOLUTIONS;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS;
  - have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
  - have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
  - have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
  - pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under D.6.A., preceding.



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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)** (T)

**D. iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)** (T)

**7. Customer Advantage Plan VI** (T)

iVANTAGE NETWORK SOLUTIONS Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 10th, and 14th invoices as provided following.

A. For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the average of the Customer's monthly charges (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges), first, for the consecutive five month period preceding Customer's 6th invoice, second, for the consecutive nine-month period preceding Customer's 10th invoice, and third, for the consecutive thirteen month period preceding Customer's 14th invoice.

B. Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:

- have initiated service under iVANTAGE NETWORK SOLUTIONS; (T)
- have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS; (T)
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9 and 13 months) of service;
- have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
- have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under D.7.A., preceding.

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)** (T)

**D. iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)** (T)

**8. iVANTAGE NETWORK SOLUTIONS Customer Advantage Plan VII - Advantage Card Service (ACS)** (T)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in D.8.A. following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS Customer's non-calling card calling beginning with Customer's 2nd invoice following Customer commencement of service as an ACS Customer ("Total Calling Advantage").

**A. Eligibility**

Company's Advantage Card Service (ACS) becomes available once a Customer has completed a minimum of 30 consecutive days of "on-line" services offered by Company (that is, any stand-alone or combination of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause).

**B. Limitations and Disclaimers**

1. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
2. The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.
3. ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in E following.
4. Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).

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EFFECTIVE: April 28, 2000

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)** (T)

**D. iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)** (T)

**8. iVANTAGE NETWORK SOLUTIONS Customer Advantage Plan VII - Advantage Card Service (ACS)(Cont'd)** (T)

**B. Limitations and Disclaimers (Cont'd)**

5. Subject to and in accordance with the eligibility requirements of D.8.A. preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to “save” or “winback” such Customers; provided that at the time Customer is “saved” or “wonback,” Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by D.8.A. preceding.
6. An ACS Customer whose service is terminated for cause or which voluntarily terminates Company’s service forfeits all unused credits.

**C. Reinstatement**

An ACS Customer which has lost its eligibility for the Total Calling Advantage may reinstate its eligibility for the Total Calling Advantage by curing any outstanding delinquency and/or by qualifying as a winback customer. Once reinstated, the ACS Customer must maintain its eligibility in good standing.

**D. Rates**

The rates in Section B.17 preceding apply to the iVANTAGE NETWORK SOLUTIONS ACS service. (T)

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)** (T)

**D. iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)** (T)

**9. Customer Advantage Plan VIII - Free Minutes**

Customers who qualify as either a "winback" or "save" shall be awarded 500 free minutes of either domestic United States interstate calling or intrastate calling, based on the lower of the two rates.

**10. Customer Advantage Plan IX - Customer Referral Credit Program ("CRCP")**

Company offers each existing Customer a single credit for each validated new customer referred to the Company by the existing Customer. The credit is applied to the existing Customer's charges incurred for services rendered under this tariff.

- A. Eligibility. To qualify for this credit, an existing customer must supply Carrier with a new customer's proprietary network information ("CPNI") and either an (1) order for service sufficient to qualify as a valid written Letter of Agency ("LOA"); or (2) the name of the new customer's authorized representative to be contacted by Company's sales and marketing personnel within 90 days of Company's receipt of the designation of the authorized representative by the existing Customer. A new customer or its designated authorized representative must request service commencement within 30 days of the date of the written LOA or 30 days of the date Company's sales and marketing personnel contact with the new customer or its authorized representative.

**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)** (T)

**D. iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)** (T)

**10. Customer Advantage Plan IX - Customer Referral Credit Program ("CRCP") (Cont'd)**

- B. Conditions. The CRCP shall vest only after the new customer referred by the existing Customer completes four consecutive months of service following the new customer's service commencement date without any late payment or other delinquency. Subject to Company's validation of the referred customer's compliance with the requirements of this Section D.10, the CRCP shall appear on the existing Customer's 4th invoice following the service commencement date for the new customer.
- C. Credit. Subject to Sections D.10.A and D.10.B., preceding, the referring existing Customer shall receive a credit equal to ten percent (10%) of the new referred customer's service charges appearing on the final invoice rendered by the new referred customer's previous primary interexchange carrier, once validated by Company, and exclusive of any of the previous carrier's monthly fees, taxes, surcharges, assessments, or other such charges. The CRCP may not exceed \$500.00 per new referred customer.

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EFFECTIVE: April 28, 2000

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**D. iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)**

**11. Customer Advantage Plan X - "Thanks for Taking the Time" Offering - 1 (C)**

Any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-1") service offering. (C)

A. Card Denominations. Under this offering, Company's debit card is available in \$25, \$50, and \$150 denominations based on the end user's monthly volume of usage. (C)

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$25.00	0 - \$49.99
\$50.00	\$50.00 - \$149.99
\$150.00	\$150.00 - \$249.99

B. Rates. The rates for calls using the Company's TTT-1 service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds, with incremental call units rounded to the next whole 60 second increment. (C)

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.165	\$0.165

C. Availability. Company's TTT-1 service offering may be terminated in the sole and exclusive discretion of Company. (C)

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**D. iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)**

**11. Customer Advantage Plan X - "Thanks for Taking the Time" Offering - 1 (Cont'd) (C)**

- D. Limitations. Should Company withdraw and/or terminate this promotion at any time, any Customer which has received a TTT-1 Card prior to the termination date or Company's discretionary withdrawal of the TTT-1 Card offering shall receive service until its TTT-1 Card calling capacity is exhausted by use or specified usage deadline. Each TTT-1 Card expires one (1) year from date of activation. (C)

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**D. iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)**

**12. Customer Advantage Plan XI - "Thanks for Taking the Time" Offering - 2 ("TTT-2")** (C)

Any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-2") service offering. (C)

A. Card Denominations. Under this offering, a Company debit card is available in a single \$250 denomination based on the end user's monthly volume of usage. (C)

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$250.00	\$250.00+

B. Rates. The rates for calls using the Company's TTT-2 service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds, with incremental call units rounded to the next whole 60 second increment. (C)

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.165	\$0.165

(C)  
(C)

C. Availability. Company's TTT-2 service offering may be terminated in the sole and exclusive discretion of Company.

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**D. iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)**

- 12. Customer Advantage Plan XI - "Thanks for Taking the Time" Offering - 2 ("TTT-2") (Cont'd)** (C)
- D. Limitations. Should Company withdraw and/or terminate this offering any Customer which has received a TTT-2 Card prior to the termination date or Company's discretionary withdrawal of the TTT-2 Card offering shall receive service until its TTT Card calling capacity is exhausted by use or specified usage deadline. Each TTT-2 Card expires one (1) year from date of activation. (C)
- E. Second Card Availability. A second TTT-2 Card in the same denomination listed in section D.12.A. preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in A preceding. (C)

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**D. iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)**

**13.** Loyalty Awards. Customers who qualify as either a "winback" or a "save" qualify to receive additional Loyalty Awards.

A. "Welcome Back Invoice" Award. Each Customer who qualifies as either a "winback" or "save" shall receive its first invoice free, a "Welcome Back Invoice," that is, a credit equal to the charges for the first period of service (may be less than 30 days). The credit equal to the charges in the Welcome Back Invoice will appear in the invoice for the fourth billing cycle following the service period to which the Welcome Back Invoice applies.

B. Reserved for Future Use.

(D/T)  
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|  
|  
|(D)

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**D. iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)**

**14. Customer Advantage Plan XII - S&W Prepaid Plan**

Any customer which qualifies as a “save” or “winback” customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the “saved” or “wonback” Customer’s immediately preceding full month’s (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis. (C)

Table

Customer’s Prior Month’s Non-Calling Card Charges*	2.5 Factor	S&W Calling Card Denomination(s)
\$ 50.00	x 2.5	\$125.00
75.00	x 2.5	187.50
90.00	x 2.5	225.00
100.00	x 2.5	250.00
150.00	x 2.5	250.00 + 125.00
250.00	x 2.5	250.00 + 250.00 + 125.00

\* Sample levels only. Company reserves the right to round down the actual capacity of any S&W Card.

**A. Rates.** The rates for calls using the Company’s S&W Card are time of day insensitive; decremented in sixty (60) second increments with a minimum call unit of 60 seconds, with incremental call units rounded to the next whole 60 second increment. (C)

Minimum Call Unit <u>@ 60 seconds or Fraction</u>	Incremental Call Unit <u>@ 60 seconds or Fraction</u>
\$0.165	\$0.165

**B. Availability.** Company’s S&W Card service offering may be terminated in the sole and exclusive discretion of Company. (C)

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**D. iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)**

**14. Customer Advantage Plan XII - S&W Prepaid Plan (Cont'd)**

- C.** Limitations. Company reserves the right to withdraw and/or terminate this plan at any time, provided that any Customer which has received an S&W Card prior to the termination date or Company's discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline). (C) (C)
- D.** Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section D.14 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 13.A preceding.

**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**D. iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)**

**15. Save/Winback Off-Peak/Non-Business Day Adjustments.**

Customers whose rates are adjusted pursuant to 13.B.10 preceding and who then qualify as a “save” or “winback” customer are eligible to be rerated to the rates prior to any applicable adjustment made pursuant to 13.B.10. (T)  
|  
(T)

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS- INTRASTATE OFFERINGS (Cont'd)**

**D. iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)**

**16. Service Term Invoice Free Credit.** New customers or customers who qualify as either a “save” or a “winback” and who meet the eligibility requirements set forth in Section D.16.2 shall receive the Service Term Invoice Free Credit.

**D.16.1 Credit.** For the entire service term of each new customer or customer that qualifies as either a “save” or “winback” customer, a continuing periodic credit shall be given in the invoice following each consecutive five months of uninterrupted service (“credit invoice”) equal to the lower of either (i) the average of the customer’s monthly usage and non-usage charges for five months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

**D.16.2 Eligibility.** To be eligible for the Service Term Invoice Free Credit, each customer must:

- A.** Have initiated service under an iVANTAGE NETWORK SOLUTIONS Service Plan;
- B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS Service Plan;
- C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D.** Have received five months of consecutive and uninterrupted service preceding each credit invoice;
- E.** Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and,
- F.** Pay all charges rendered in customer’s credit invoice in excess of the amount of the applicable credit as calculated under Section D.16.1, preceding.

(C)

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**\* ALL MATERIAL ON THIS PAGE IS NEW \***

**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS- INTRASTATE OFFERINGS (Cont'd)**

**D. iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)**

**D.17 Service Term Invoice Free Credit II.** New customers or customers who qualify as either a “save” or a “winback” and who meet the eligibility requirements set forth in Section 13.D.17.2 shall receive the Service Term Invoice Free Credit II.

**D.17.1 Credit.** For the entire service term of each new customer or customer that qualifies as either a “save” or “winback” customer, a continuing periodic credit shall be given in the invoice following each consecutive three months of uninterrupted service (“credit invoice”) equal to the lower of either (i) the average of the customer’s monthly usage and non-usage charges for three months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

**D.17.2 Eligibility.** To be eligible for the Service Term Invoice Free Credit II, each customer must:

- A.** Have initiated service under an iVANTAGE NETWORK SOLUTIONS Service Plan;
- B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS Service Plan;
- C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D.** Have received three months of consecutive and uninterrupted service preceding each credit invoice;
- E.** Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,
- F.** Pay all charges rendered in customer’s credit invoice in excess of the amount of the applicable credit as calculated under Section 13.D.17.1, preceding.

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS- INTRASTATE OFFERINGS (Cont'd)**

**D. iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)**

**D.18 Cross Over Special Service Offers**

**D.18.1 Cross Over Credit (COC)**

- A.** To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Credit" or "COC" equal to 5% of the customer's usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.
- B. Limitations and Disclaimers**
- The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
  - If earned, as specified in Section D.18.1.A preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.
  - This credit is not available with Company's offering set forth in Section D.18.2 following.
  - The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).
  - A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS- INTRASTATE OFFERINGS (Cont'd)**

**D. iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)**

**D.18 Cross Over Special Service Offers (Cont'd)**

**D.18.2 Cross Over Century Card (COCC)**

**A.** To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Century Card" or "COCC," a prepaid calling card worth \$100 for each \$1000 of usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

**B. Limitations and Disclaimers**

- This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
- The COCC card will be issued following Customer's commencement of service.
- This offer is not available with Company's 5% credit offer set forth in Section D.18.1 preceding.
- The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.
- Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS- INTRASTATE OFFERINGS (Cont'd)**

**D. iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)**

**D.18 Cross Over Special Service Offers (Cont'd)**

**D.18.2 Cross Over Century Card (COCC) (Cont'd)**

**B. (Cont'd)**

- To qualify for each \$100 of face value on COCC, the customer's previous usage will be segmented into \$100 usage "packets" as follows:

<u>Previous Usage</u>	<u>\$100 Packets</u>
\$100.00	1
\$200.00	2
\$300.00	3
\$395.00	4
\$490.00	5
\$585.00	6
\$680.00	7
\$775.00	8
\$870.00	9
\$965.00 +	10

- COCC calls must originate and terminate from locations in the state from areas served with equal access. COCC calls are rated at \$0.75 per minute of use and are distance, day-of-week, and time-of-day insensitive. Non-transport charges do not apply.
- If at any time prior to the completion of its use period, any of customer's services is terminated for cause, for any service customer in its discretion terminates, or should customer fail at any time to comply with the conditions of this Section, at the time of termination or failure of compliance, the unused value of the COCC card shall be cancelled immediately by Company.

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS(Cont'd)**

**E. iVANTAGE NETWORK SOLUTIONS - Miscellaneous Charges**

**1. Directory Assistance Charge** \$1.25/per call (I)

**2. Toll Free Access Service (TFAS) Miscellaneous Charges**

A. Account Charge

Each Toll Free Access Service Customer shall pay the monthly account charge, following:

Account Charge: \$15.00 Per Account, Per Month

B. Directory Listing Charge

Each Toll Free Access Service Customer having its toll free number listed in any national, regional, or local directory of toll free access numbers shall pay the monthly listing charge, following:

Directory Listing Charge: \$15.00 Per Number, Per Month

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**SECTION 13**  
**iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (Cont'd)**

**E. iVANTAGE NETWORK SOLUTIONS - Miscellaneous Charges (Cont'd)**

**3. Remote Access Surcharge**

A surcharge applies to all calls originated at payphones using a service access code.

Per Call            \$0.69

(I)

**4. Waiver of Charges**

A Miscellaneous charge or charges will be waived upon request whenever application of such charge or charges increases a customer's total charges for service above the charges such customer has been offered or has available for the same service from a competing carrier. Company may require documentation or other credible evidence useful in verifying the competitive offering and are subject to the net revenue test as defined by the FCC. Nothing herein shall be construed to require Company to waive any charge if in Company's sole and exclusive discretion, such waiver conflicts or may conflict with law or regulation. Waivers will be granted to customers similarly situated. A customer is similarly situated if the circumstances of that customer are substantially and materially like those which justified the waiver in the first instance.