

Affinity Network Incorporated
d/b/a QuantumLink Communications
d/b/a HorizonONE Communications
d/b/a VoIP Communications
d/b/a Optic Communications
Tariff Office, 3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

Arizona Tariff No. 2
Second Revised Title Sheet
Cancels First Revised Title Sheet

ORIGINAL

Issued: May 19, 2005

Effective: May 20, 2005

Intrastate Competitive Telecommunications Service Tariff

Resale Interexchange Common Carrier Service Tariff

This tariff, filed with the Arizona Corporation Commission, contains the rates, terms, and conditions applicable to competitive interexchange telecommunications services provided by Affinity Network Incorporated, d/b/a QuantumLink Communications ("QuantumLink Communications" or "Company"), d/b/a HoizonOne Communications ("HorizonOne Communications" or "Company"), d/b/a VoIP Communications ("VoIP Communications" or "Company"), d/b/a Optic Commuications ("Optic Communications" or "Company") within the State of Arizona. (N)

All services offered pursuant to this tariff are offered under a corporate d/b/a, QuantumLink Communications, and/or brand names, that is, "Signature Services," "QLC2000," and "QuantumLink Communications.", "HorizonOne Communications", "VoIP Communications", and "Optic Communications". (N)

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Affinity Network Incorporated
d/b/a QuantumLink Communications
d/b/a HorizonONE Communications
d/b/a VoIP Communications
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Office, 3660 Wilshire Blvd., 4th Floor
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Arizona Tariff No. 2
Thirty Fifth Revised Sheet 1
Cancels Thirty Fourth Revised Sheet 1

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Intrastate Competitive Telecommunications Service Tariff

CHECK SHEET

Sheets 1 through 91, inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title Sheet	Second Revised*	17.6	Third Revised	34.16	Fourth Revised
1	Thirty Fifth Revised*	18	Original	34.17	Second Revised
1.1	Thirteenth Revised*	18.1	Seventeenth Revised	34.18	Third Revised
2	Fourth Revised*	19	Original	35	Eighth Revised
3	Original	20	Original	35.1	First Revised
4	Original	21	First Revised	36	Sixth Revised
5	Original	22	Original	37	Fourth Revised
6	Original	23	Original	37.1	Eleventh Revised
7	First Revised	24	Original	37.2	Ninth Revised
7.1	Original	25	Original	37.2.1	Ninth Revised
8	Original	26	Original	37.3	Sixth Revised
9	Original	27	Original	38	Third Revised
10	Original	28	First Revised	38.1	Second Revised
11	Original	29	First Revised	39	Fourth Revised
12	Original	30	First Revised	40	Sixth Revised
13	Original	31	First Revised	41	Fifth Revised
	Original	32	Third Revised	42	Second Revised
	Original	32.1	Second Revised	43	First Revised
14.2	Original	33	First Revised	44	Seventh Revised
14.3	Original	33.1	Ninth Revised	45	Seventh Revised
14.4	Original	33.2	Sixth Revised	45.1	First Revised
14.5	Original	33.3	Ninth Revised	45.1.1	Original
14.6	Original	33.4	Original	45.2	First Revised
14.7	Second Revised	34	Fourth Revised	46	Thirteenth Revised
14.8	Original	34.1	Third Revised	47	Second Revised
14.9	Original	34.1.1	First Revised	47.1	Third Revised
14.10	First Revised	34.1.2	Original	47.1.1	Original
15	First Revised	34.1.3	Original	47.2	First Revised
15.1	First Revised	34.1.4	Original	47.3	Second Revised
16	Second Revised	34.2	First Revised	47.4	Third Revised
16.1	First Revised	34.3	First Revised	47.5	Third Revised
16.1.1	First Revised	34.4	Second Revised	47.6	First Revised
16.1.2	First Revised	34.5	Second Revised	47.6.1	Second Revised
16.1.3	First Revised	34.6	Second Revised	47.6.2	Second Revised
16.1.4	First Revised	34.6.1	First Revised	47.7	Second Revised
16.1.5	First Revised	34.6.2	First Revised	47.8	Second Revised
16.1.6	First Revised	34.7	Second Revised	47.9	Second Revised
16.1.7	First Revised	34.8	Second Revised	47.10	Second Revised
16.1.8	First Revised	34.9	Third Revised	47.11	First Revised
16.1.9	First Revised	34.10	Fourth Revised	47.12	First Revised
16.1.10	First Revised	34.11	Second Revised	47.13	Second Revised
17	Third Revised	34.12	First Revised	47.14	Second Revised
17.1	First Revised	34.13	First Revised	47.15	Original
17.2	Second Revised	34.14	First Revised	48	Fifth Revised
17.3	Second Revised	34.15	First Revised	49	Third Revised
	Second Revised	34.15.0	Original	50	Seventh Revised

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*Denotes pages included in this filing.

Affinity Network Incorporated
d/b/a QuantumLink Communications
d/b/a HorizonONE Communications
d/b/a VoIP Communications
Tariff Office, 3660 Wilshire Blvd., 4th Floor
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Arizona Tariff No. 2
Thirteenth Revised Sheet 1.1
Cancels Twelfth Revised Sheet 1.1

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Intrastate Competitive Telecommunications Service Tariff

CHECK SHEET

Sheets 1 through 91, inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
51	Sixth Revised	74	First Revised
52	First Revised	75	First Revised
53	Second Revised	76	First Revised
54	First Revised	77	First Revised
55	First Revised	78	First Revised
56	First Revised	79	Original
56.1	First Revised	80	Original
56.2	Original	81	Fourth Revised
56.3	Original	82	First Revised
56.4	Original	83	Original
56.5	Original	84	Original
57	First Revised	85	Original
57.1	First Revised	86	Original
58	First Revised	87	Original*
59	Second Revised	88	Original*
59.1	Original	89	Original*
60	Eighth Revised	90	Original*
61	Sixth Revised	91	Original*
61.1	Ninth Revised		
61.2	Original		
62	Fifteenth Revised		
63	First Revised		
64	Original		
65	Second Revised		
66	First Revised		
67	First Revised		
68	First Revised		
69	Original		
70	Original		
71	First Revised		
72	First Revised		
73	First Revised		
73.1	Original		
73.2	Original		

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Affinity Network Incorporated
d/b/a QuantumLink Communications
d/b/a HorizonONE Communications
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d/b/a Optic Communications
Office, 3660 Wilshire Blvd., 4th Floor
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Arizona Tariff No. 2
Fourth Revised Sheet 2
Cancels Third Revised Sheet 2

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Intrastate Competitive Telecommunications Service Tariff

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(N)

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Intrastate Competitive Telecommunications Service Tariff

CHECK SHEET

Sheets 1 through 57, inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION LEVEL</u>	<u>SHEET</u>	<u>REVISION LEVEL</u>
Title Sheet	First Revised	27	Original
1	Fifth Revised*	28	Original
2	Third Revised*	29	First Revised
3	First Revised	30	First Revised
4	Original	31	First Revised
5	Original	32	Second Revised
6	Fourth Revised*	33	First Revised
7	Third Revised*	33.1	First Revised
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8	Original	34	First Revised
9	First Revised	35	Second Revised *
10	First Revised	36	Second Revised*
11	Original	37	Second Revised*
12	Original	37.1	Original*
13	Original	37.2	Original*
14	Second Revised	38	Second Revised*
14.1	Original	39	First Revised
14.2	Original	40	Original
14.3	Original	41	Original
14.4	Original	42	Original
14.5	Original	43	Original
14.6	Original	44	First Revised*
14.7	Original	45	First Revised*
15	Second Revised	46	First Revised*
16	Second Revised	47	First Revised*
17	Second Revised	48	Original*
18	First Revised	49	Original*
18.1	Second Revised*	50	Original*
19	Original	51	Original*
20	Original	52	Original*
21	First Revised	53	Original*
22	Original	54	Original*
23	Original	55	Original*
24	Original	56	Original*
25	Original	57	Original*
26	Original		

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Intrastate Competitive Telecommunications Service Tariff

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(N)
(N)

Affinity Network Incorporated
d/b/a QuantumLink Communications
Tariff Office, 3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: March 25, 1999

ORIGINAL

Arizona Tariff No. 2
Original Revised Sheet 3

Effective: July 29, 1999

Intrastate Competitive Telecommunications Service Tariff

Applications of Tariff

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service by QuantumLink Communications, a division of Affinity Network Incorporated within the State of Arizona.

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - Changed regulation.
- (D) - Deleted or discontinued.
- (I) - Change resulting in increase to a customer's bill.
- (M) - Moved from another tariff location.
- (N) - New.
- (R) - Change resulting in a reduction to a customer's bill.
- (T) - Change in text or regulation.

(T)

(T)

TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheet already in effect, a decimal is added. For example, a new sheet added between 14 and 15 would be 14.1.

(T)

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the AZ. PSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.

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C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 1.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the AZ PSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changed made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets).

(N)

ORIGINAL

Effective: July 29, 1999

Intrastate Competitive Telecommunications Service Tariff

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

ACC - Arizona Corporation Commission

Access Line - An arrangement which connects the Customer's telephone to the Company's 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.

Bill Second - One sixtieth of a minute. (N)

Business Day - 9:00 a.m. to 4:00 p.m. Monday through Friday.

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)

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)

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)

Cents Per Minute of Usage ("CPMU") - 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) whenever a rate plan or promotion also includes non-transport (non-usage) charges (see Equivalent Call Unit definition below). (C)

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 - QuantumLink Communications unless otherwise clearly indicated by the context.

ORIGINAL

Effective: July 29, 1999

Intrastate Competitive Telecommunications Service Tariff

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

- 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 carriers. (M)
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(M)
- Equivalent Call Unit (ECU)** - The Call Unit, expressed in dollars and/or cents or decimal fractions thereof, applied pursuant to this tariff to recover the non-transport (non-usage) costs incurred by Carrier in providing service. (M)(C)
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(M)(C)
- Equivalent Call Unit Value** - An Equivalent Call Unit's "value" is equal to the tariffed charge in dollars and/or cents or decimal fractions thereof as set forth in this tariff. (N)
(N)
- Incremental Call Unit (ICU)** - 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 incremental duration of a call and measured in 6, 30, 60, or other increments of Bill Seconds as specified herein. (M)(C)
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(M)(C)
- LEC** - Local Exchange Carrier. (M)
- Minimum/Initial Call Unit (MCU)** - 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.
- Non-Business Day** - 4:01 pm to 8:59 am Monday through Friday and all day Saturday and Sunday.
- 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)
- 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.

ORIGINAL

Effective: July 29, 1999

Intrastate Competitive Telecommunications Service Tariff

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Total Call Units (TCU) - 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. (M)(C)

Transport Costs - Company's costs incurred to transport a call from the time of connection to disconnections, and synonymous with the terms "usage" and "duration." (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 as applied. (M)(C)

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls. (M)

Certain Material Appearing On This Page Formerly Appeared On Second Revised Sheet 7.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company

(T)

Company's services and facilities are furnished for intrastate originating at specified points within the State of Arizona under terms of this tariff.

(T)

Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connects to a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.

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The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered in Equal Access areas only.

2.2.2 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.

2.2.3 Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

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2.2.4 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.

Intrastate Competitive Telecommunications Service Tariff

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Use

Services provided under this tariff may be used for any purpose for which the service is technically suited.

2.4 Liabilities of the Company

2.4.1 Company's liability for damages arising out of any failure of service shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

2.4.2 The Company shall not be liable for any claim or loss not directly caused by negligence of the Company.

2.5 Deposits

Subject to Section 2.19.3.2 following, the Company does not collect deposits from Customers.

(T)

ORIGINAL

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Intrastate Competitive Telecommunications Service Tariff

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Advance Payments

In addition to the circumstances described in Section 2.19.3.2 following, for Customers whom the Company determines an advance payment is necessary, Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next months charges and a new advance payment may be collected for the next month, if necessary. (T)

2.7 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to the Authorized User of the Customer by Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone Company or other authorized entity). Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, including the ACC. Any objections to billed charges must be reported to the Company or its billing agent within sixty days after receipt of bill. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.11 Cancellation by Customer

Customer may cancel services by providing 5 days written or verbal notice to the Company.

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2.12 Interconnection

Service furnished by Company may be connected with the services or facilities of other carriers. Such services or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.13 Refusal or Discontinuance by Company

Company may refuse or discontinue service under the following conditions. Unless otherwise specified, the Customer will be given five (5) days' written notice and allowed a reasonable time to apply with any rule or remedy any deficiency.

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(T)

- (a) For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- (b) For the use of telephone service for any other property or purpose other than that described in the application.
- (c) Without notice in the event of tampering with the equipment furnished and owned by the Company.
- (d) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- (e) For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission.
- (f) For non-payment of bills for telephone service. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (g) Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.13 Refusal or Discontinuance by Company (Cont'd)

- (h) For failure to the Customer to make proper application for service.
- (i) For Customer's breach of the contract for service between the Company and the Customer.
- (j) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.14 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

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Effective: July 29, 1999

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.15 Interruption of Service

Credit allowances for interruption of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately for any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange Company access.

2.16 Customer agrees that all actions, suits, or proceedings to recover charges due under this tariff shall, at the Company' discretion, be prosecuted in the state or federal courts in the state in which the Company maintains its principal offices or in which it administers its legal/regulatory affairs. Customer consents to and submits to the exercise of the jurisdiction over the subject matter, waives personal service of any and all process upon it, and consents that all such service of process be made by registered mail directed to Customer at its address registered with Company. Service so made shall be deemed to be completed five business days after such process shall have been deposited in the mail, postage prepaid. Customer waives trial by jury, any objection based on forum non conveniens, any objection to venue or jurisdiction of any action instituted hereunder, and consents to the granting of such legal or equitable relief as deemed appropriate by the Court.

(N)

(N)

ORIGINAL

Effective: July 29, 1999

Intrastate Competitive Telecommunications Service Tariff

All Material Appearing On This Sheet Is New.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.17 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.

2.17.1 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.

2.17.2 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.

2.17.3 No History of Delinquencies

Presently, or at any time during a previous service period with Company or any commonly-owned telecommunication service provider, Customer may not have had or have any delinquencies in payment of applicable charges.

2.17.4 Creditworthiness

Prior to and at all times during service terms, customer must have and maintain credit worthiness determined to be satisfactory to Company in its sole and absolute discretion.

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Effective: July 29, 1999

Intrastate Competitive Telecommunications Service Tariff

All Material Appearing On This Sheet Is New.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.18 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.

2.19 Service Cancellation, Discontinuance and Termination

Subject to and to be construed consistent with section 2.2.3, 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.

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Intrastate Competitive Telecommunications Service Tariff

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.1 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.

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.

2.19.2 Cancellation

2.19.2.1 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.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.2 Cancellation (Cont'd)

2.19.2.2 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.

2.19.2.3 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.

2.19.3 Temporary Discontinuance

2.19.3.1 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.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.3 Temporary Discontinuance (Cont'd)

2.19.3.2 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, in Company's sole discretion, subject to compliance with state law and regulation, with either a deposit or an advance payment as duly tariffed herein, in any case, such deposit or advance payment must be provided Company by wire transfer pursuant to banking instructions provided by Company.

2.19.3.3 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, in Company's sole discretion, subject to compliance with state law and regulation, with either a deposit or an advance payment as duly tariffed herein.

2.19.3.4 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 -

2.19.3.4.1 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;

2.19.3.4.2 Disputes arising from Company's bill presentation
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Intrastate Competitive Telecommunications Service Tariff

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.3 Temporary Discontinuance (Cont'd)

- 2.19.3.4.3 Disputes arising from Company's rate structure;
- 2.19.3.4.4 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
- 2.19.3.4.5 Customer's dispute of the correctness of Company's determination to reject customer's original "legitimate" dispute of Company's charges.

2.19.4 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 2.19.3.4, 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.

2.19.5 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:

- 2.19.5.1 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.
- 2.19.5.2 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.

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Affinity Network Incorporated
d/b/a QuantumLink Communications
Tariff Office, 3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
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Arizona Tariff No. 2
Second Revised Sheet 14.7
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Intrastate Competitive Telecommunications Service Tariff

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.5 Termination (Cont'd)

2.19.5.3 The offering of the service or services is no longer warranted because applicable laws, regulations, 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.

****Certain material formerly appearing on this sheet now appears on Original Sheet 14.10****

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Intrastate Competitive Telecommunications Service Tariff

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

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.6 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.

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Intrastate Competitive Telecommunications Service Tariff

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

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.19 Service Cancellation, Discontinuance and Termination (Cont'd)

2.19.6 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.

Intrastate Competitive Telecommunications Service Tariff

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.20 Arbitration of Disputes

All disputes concerning or affecting any service, rating of services, transfer of service, payments on account, credits, promotions, special offers or services, or any action or service of Company and/or its agents and/or any billing, bills, invoices, or statements of accounts issued on or after August 30, 1999 shall be resolved through binding arbitration. 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), and 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 Arizona Corporation Commission pursuant to applicable statutory or regulatory provisions at the conclusion of any arbitration conducted in accordance herewith.

(M)

(M)

****Material appearing on this sheet formerly appeared on First Revised Sheet 14.7****

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Certain Material Formerly Appearing On This Sheet Now Appears on Second Revised Sheet 16.

SECTION 3 - DESCRIPTION OF SERVICE

3.1 General Description of Service

Company's intrastate toll services include switched and dedicated outbound and inbound services or specified combinations thereof and include calling card service as specified. No minimum monthly usage and no installation charges apply. Company's services are offered only in conjunction with its interstate services as tariffed before the Federal Communications Commission and are offered on an intrastate basis subject to the provisions of Sections 3.2, 3.3 and 3.4, following, as applicable. Company offers flat service as its "All Time Period" or "ATP" service and peak/off-peak service as its "Time Period" or "TP" service. Discounted rates are available based on volume and term commitments. All service is provided via standard business or residential access lines, with dedicated line services offered to businesses and other customers whose volume of service requires dedicated facilities. Services originate from equal access areas only unless otherwise specified in this tariff. Directory assistance is available.

3.2 Timing of Calls

- 3.2.1 Long distance usage charges are based on the usage of the Company's network. (T)
The Company will determine that a call has been established through industry standard answer detection methods, including hardware answer detection.
- 3.2.2 Chargeable time for a call ends upon disconnection by either party.
- 3.2.3 Charges for calls are based on usage of the Carrier'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. (T)
- 3.2.4 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. (T)
(M)
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|
(M)
- 3.2.5 Carrier 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 as provided for following. (T)
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(T)

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Certain Material Appearing On This Sheet Formerly Appeared on First Revised Sheet 15.

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Timing of Calls (Cont'd)

3.2.5.1 Usage increments expressed in seconds for calls not in excess of 1200 total seconds determine applicable Equivalent Call Unit charges not to exceed a maximum of 205 ECUs:

<u>Usage Increments (Seconds)</u>	<u>Applicable ECU(s)</u>	<u>Usage Increments (Seconds)</u>	<u>Applicable ECU(s)</u>	<u>Usage Increments (Seconds)</u>	<u>Applicable ECU(s)</u>	(T) C/I
1-3	0	276-281	51	606-611	106	(C,M)
4-5	1	282-287	52	612-617	107	
6-7	2	288-293	53	618-623	108	
8-9	3	294-299	54	624-629	109	
10-11	4	300-305	55	630-635	110	(C,M)
12-13	5	306-311	56	636-641	111	
14-15	6	312-317	57	642-647	112	
16-17	7	318-323	58	648-653	113	
18-22	8	324-329	59	654-659	114	
23-26	9	330-335	60	660-665	115	
27-30	10	336-341	61	666-671	116	
31-35	11	342-347	62	672-677	117	
36-44	12	348-353	63	678-683	118	
45-53	13	354-360	64	690-695	120	
54-59	14	361-365	65	696-701	121	
60-65	15	366-371	66	702-707	122	
66-71	16	372-377	67	708-713	123	
72-77	17	378-383	68	714-719	124	
78-83	18	384-389	69	720-725	125	
84-89	19	390-395	70	684-689	119	
90-95	20	396-401	71	726-731	126	
96-101	21	402-407	72	732-737	127	
102-107	22	408-413	73	738-743	128	
108-113	23	414-419	74	744-749	129	
114-119	24	420-425	75	750-755	130	
120-125	25	426-431	76	756-761	131	
126-131	26	432-437	77	762-767	132	
132-137	27	438-443	78	768-773	133	
138-143	28	444-449	79	774-779	134	
144-149	29	450-455	80	780-785	135	
150-155	30	456-461	81	786-791	136	
156-161	31	462-467	82	792-797	137	
162-167	32	468-473	83	798-803	138	
168-173	33	474-479	84	804-809	139	
174-179	34	480-485	85	810-815	140	
180-185	35	486-491	86	816-821	141	
186-191	36	492-497	87	822-827	142	
192-197	37	498-503	88	828-833	143	
198-203	38	504-509	89	834-839	144	
204-209	39	510-515	90	840-845	145	
210-215	40	516-521	91	846-851	146	
216-221	41	522-527	92	852-857	147	
222-227	42	528-533	93	858-863	148	
228-233	43	534-539	94	864-869	149	
234-239	44	540-545	95	870-875	150	
240-245	45	546-551	96	876-881	151	
246-251	46	552-557	97	882-887	152	
252-257	47	558-563	98	888-893	153	
258-263	48	564-569	99	894-899	154	
264-269	49	570-575	100	900-905	155	
270-275	50	576-581	101	906-911	156	
		582-587	102	912-917	157	
		588-593	103	918-923	158	
		594-599	104	924-929	159	
		600-605	105	930-935	160	
				936-941	161	
				942-947	162	

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Timing of Calls (Cont'd)

Usage Increments **Applicable**

<u>(Seconds)</u>	<u>ECU(s)</u>
948-953	163
954-959	164
960-965	165
966-971	166
972-977	167
978-983	168
984-989	169
990-995	170
996-1001	171
1002-1007	172
1008-1013	173
1014-1019	174
1020-1025	175
1026-1031	176
1032-1037	177
1038-1043	178
1044-1049	179
1050-1055	180
1056-1061	181
1062-1067	182
1068-1073	183
1074-1079	184
1080-1085	185
1086-1091	186
1092-1097	187
1098-1103	188
1104-1109	189
1110-1115	190
1116-1121	191
1122-1127	192
1128-1133	193
1134-1139	194
1140-1145	195
1146-1151	196
1152-1157	197
1158-1163	198
1164-1169	199
1170-1175	200
1176-1181	201
1182-1187	202
1188-1193	203
1194-1199	204
1200+	205

(T)
C/I

C/I

3.2.6 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.

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3.2.7 Non-usage (equivalent call unit) charges do not apply to Customer lines dedicated to fax/modem usage

(N)

(N)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.4 Telecompetitive Service Offerings ("TSOs")

From time to time, Carrier shall tariff rates or select tariffed rates, the purpose of and/or design for which is to retain Carrier's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential Customers and/or in the reduction of traffic volume of the Customer. Carrier either shall require Customer confirmation of the competitive offer in writing or shall confirm the availability of a more favorable competitive rate from published tariffs, marketing materials, or other public sources to establish a Customer's right to obtain a TSO.

3.4.1 TSOs will comply with the Carrier's net revenue test which is founded on established economic principals ensuring above-cost pricing.

3.4.2 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.

3.4.3 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.

3.4.4 TSOs are available for all rates published in this Tariff.

3.4.5 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.

3.5 Benchmark Rates

Certain rates set forth in Section 4 of this tariff are "benchmarked," that is, keyed to a Customer's monthly revenue volume and/or term commitments. Customers whose monthly revenue volume and/or term commitments do not meet the applicable benchmark(s) may obtain the benchmarked rate pursuant to Section 3.4 preceding.

(N)

(N)

Effective: April 1, 2005

Intrastate Competitive Telecommunications Service Tariff

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.6 Freedom Plans

Subject to Section 5.1 following, Carrier offers services under its Freedom Plan 2000 and Freedom Plan for Business Users (collectively, the "Freedom Plans") 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

Rate Plan	Rate Category
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

- 3.6.1** Any Rate Category I-IX customers in service on or before December 31, 2004, 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 April 1, 2005, that are reflected on invoices rendered on or after May 1, 2005. (C/I)
- 3.6.2** Any Rate Category X customers in service on or before December 31, 2004, 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 April 1, 2005, that are reflected on invoices rendered on or after May 1, 2005. (C/I)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

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SECTION 4 - RATES

4.1 Rate Periods

(T)

4.1.1 Peak/Off-Peak Rate Periods

(T)

The appropriate rates apply for peak and off-peak calls based on the following time periods.

(T)

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

(T)

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

4.1.2 Time of Day

The appropriate rates apply for day, evening and night/weekend calls based on the following charge. At present, Carrier does not offer services based on the traditional day, evening night time of day rating periods.

Times	Mon	Tues	Wed	Thur	Fri	Sat	Sun
9:00 am to 4:00 pm	Daytime Period						
4:01 pm to 11:00 pm	Evening Period						Eve.
11:01 pm to 8:59 am	Night/Weekend Period						

(T)

(T)

SECTION 4 - RATES (Cont'd)

4.2 Rate Schedule

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SECTION 4 - RATES (Cont'd)

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SECTION 4 - RATES (Cont'd)

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SECTION 4 - RATES (Cont'd)

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SECTION 4 - RATES (Cont'd)

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SECTION 4 - RATES (Cont'd)

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Effective: July 29, 1999

SECTION 4 - DESCRIPTION OF SERVICES & RATES

4.1 ATP Switched Services

(N)

4.1.1 Standard ATP Rate Plan

The Company's Standard ATP Rate Plan offers switched outbound service to residential and business subscribers. No minimum monthly usage is required. No installation charges apply. Rates are uniform in all time periods (ATP).

<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
0.017351	0.02450

4.1.2 Standard Outbound/Inbound ATP Rate Plan

The Company's Standard Outbound/Inbound ATP Rate Plan offers switched outbound and/or switched inbound services with uniform rates during all time periods. No minimum monthly usage is required. Call originate from Customer provided standard business or residential switched access lines.

<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
0.06591	0.02197

4.1.3 Standard Enhanced ATP Rate Plan

The Company's Standard Enhanced ATP Rate Plan offers switched outbound and/or inbound service, including calling card service, at rates that are uniform during all time periods.

<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
0.05070	0.01690

(N)

SECTION 4 - DESCRIPTION OF SERVICES & RATES (Cont'd)

4.1 Switched ATP Rates

4.1.4 Standard Enhanced ATP Rate Plan

The Company's Standard Enhanced ATP Rate Plan offers switched outbound services, including calling card service. Rates are based on the time of day in which the call is placed.

	<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
Peak/Business Day	0.06960	0.02320
Off-Peak/Non-Bus. Day	0.06240	0.02080

4.1.5 Volmax 250 ATP Rate Plan

The Company's Standard ATP Rate Plan offers switched outbound service to residential and business subscribers. A minimum monthly usage in excess of \$250.00 is required.

	<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
	0.05100	0.01700

4.1.6 Volmax 300 Outbound ATP Rate Plan

The Company's Volmax 300 ATP Rate Plan offers switched outbound services at rates that are uniform during all time periods.

	<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
	0.01700	0.01700

SECTION 4 - DESCRIPTION OF SERVICES & RATES, CONT'D

4.1 Switched ATP Rates, cont'd

4.1.7 Volmax 250 Outbound/Inbound ATP Rate Plan

The Company's Volmax 250 ATP Rate Plan offers switched outbound and/or inbound services with uniform rates during all time periods for customers with monthly usage in excess of \$250.00.

<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
0.04290	0.01430

4.2 Switched TP Services

4.2.1 Standard TP Rate Plan

The Company's Standard TP Rate Plan offers switched outbound service to residential and business subscribers. Rates are based on the time of day in which the call is placed.

	<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>	
Peak/Business Day	0.09600	0.02400	(T)
Off-Peak/Non-Bus. Day	0.07680	0.01920	(T)

4.2.2 Standard Enhanced TP Rate Plan

The Company's Standard Enhanced TP Rate Plan offers switched outbound And/or inbound services, including calling card service.

	<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>	
Peak/Business Day	0.06960	0.02320	(T)
Off-Peak/Non-Bus. Day	0.06240	0.02080	(T)

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SECTION 4 - DESCRIPTION OF SERVICES & RATES, CONT'D

4.2 Switched TP Services, cont'd

4.2.3 Volmax 250 Inbound TP Rate Plan

The Company's Volmax 250 Inbound TP Rate Plan offers switched inbound calling. Rates are based on the time of day in which the call is placed. Minimum monthly usage in excess of \$250.00 is required.

	<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
Peak/Business Day	0.02320	0.02320
Off-Peak/Non-Bus. Day	0.02080	0.02080

4.3 Dedicated ATP Services

4.3.1 Dedicated Outbound/Inbound ATP Rate Service

The Company's Third Tier Dedicated ATP Rate Service offers dedicated outbound and/or dedicated inbound services to customers reselling or rebilling services to end users.

<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
0.02430	0.00810

4.4 Dedicated TP Services

4.4.1 Dedicated Outbound TP Rate

The Company's Dedicated Outbound TP Rate Plan offers dedicated outbound services at rates that are based on the time of day in which the call is placed.

	<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>	
Peak/Business Day	0.06960	0.02320	(T)
Off-Peak/Non-Bus. Day	0.06240	0.02080	(T)

SECTION 4 - DESCRIPTION OF SERVICES & RATES (CONT'D)

4.4 Dedicated TP Services, cont'd

4.4.2 Dedicated Inbound TP Rate

The Company's Dedicated Inbound TP Rate Plan offers dedicated inbound services at rates that are based on the time of day which the call is placed.

	<u>Initial 18 Seconds</u>	<u>Each Incremental 6 Seconds</u>
Peak/Business Day	0.08100	0.01800
Off-Peak/Non-Bus. Day	0.06080	0.01350

4.5 Directory Assistance

Rate per call: \$0.95.

4.6 Miscellaneous Charges

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

Per Call
\$0.35

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ORIGINAL

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*All Material Appearing On This Page Is New.

SECTION 4 - DESCRIPTION OF SERVICES & RATES, CONT'D

4.7 TSO Service - Specific Offerings

4.7.1 TSO Standard ATP Rate Plan - 1

Switched outbound and/or inbound services during all time periods are provided to customers at the following rates. No minimum monthly usage is required.

<u>Initial Call Unit or Fraction</u>	<u>Incremental Call Units or Fraction</u>
\$0.04257	\$0.01419

4.7.2 TSO Dedicated Outbound/Inbound ATP Rate Plan - 1

Dedicated outbound and/or inbound services during all time periods are provided to customers at the following rates. No minimum usage is required.

<u>Initial Call Unit or Fraction</u>	<u>Incremental Call Units or Fraction</u>
\$0.034749	\$0.011583

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SECTION 4 - DESCRIPTION OF SERVICES & RATES (Cont'd)

4.8 Classic Q Rate Plan

The following rate is available to all customers qualifying for application of the rate cap under the Company's "Welcome Customer Rate Cap Program" under Company's Tariff F.C.C. No. 4, section 4.19, effective April 2, 1998, and to those customers whose minimum monthly intrastate usage is over \$20.00 at the following rates:

<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
\$0.0507	\$0.0169

4.9 Classic 2 Rate Plan

Classic 2 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>
\$0.0447	\$0.0149

4.10 Classic 1 Rate Plan

Classic 1 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>
\$0.0417	\$0.0139

4.11 Classic U/Universal Rate Plan

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Classic U/Universal rates are provided to customers whose minimum monthly intrastate usage is over \$50.00 at the following rates:

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<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
\$0.0387	\$0.0129

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Effective: July 1, 2004

SECTION 4 - DESCRIPTION OF SERVICES & RATES (Cont'd)

4.14 Prime 2 Rate Plan

Prime 2 rates are provided to customers whose minimum monthly intrastate usage is between \$25.00 and \$29.99 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
Peak/Business Day	\$0.0357	\$0.0119	\$0.030
Off-Peak/Non-Business Day	\$0.0357	\$0.0119	\$0.030

4.15 Prime 1 Rate Plan

Prime 1 rates are provided to customers whose minimum monthly intrastate usage is between \$30.00 and \$34.99 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
Peak/Business Day	\$0.0327	\$0.0109	\$0.030
Off-Peak/Non-Business Day	\$0.0327	\$0.0109	\$0.030

4.16 Super 1 Rate Plan

Super U rates are provided to customers whose minimum monthly intrastate usage is between \$35.00 and \$39.99 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
Peak/Business Day	\$0.0297	\$0.0099	\$0.030
Off-Peak/Non-Business Day	\$0.0297	\$0.0099	\$0.030

4.17 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>	<u>Maximum ICU Rate</u>
Peak/Business Day	\$0.0297	\$0.0089	\$0.030
Off-Peak/Non-Business Day	\$0.0297	\$0.0089	\$0.030

4.18 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>	<u>Maximum ICU Rate</u>
Peak/Business Day	\$0.0267	\$0.0089	\$0.030
Off-Peak/Non-Business Day	\$0.0267	\$0.0089	\$0.030

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SECTION 4 - DESCRIPTION OF SERVICES & RATES (Cont'd)

4.19 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>	<u>Maximum ICU Rate</u>
Peak/Business Day	\$0.0177	\$0.0059	\$0.030
Off-Peak/Non-Business Day	\$0.0177	\$0.0059	\$0.030

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4.20 Rates for Calls Terminated to a Mobile Phone or Pager

From and after February 11, 2000, all calls terminated to a mobile phone or pager shall be charged the following rates:

<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
\$0.0597	\$0.0199

4.21 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 or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
Peak/Business Day	\$0.0696	\$0.0232	\$0.030
Off-Peak/Non-Business Day	\$0.0624	\$0.0208	\$0.030

4.22 Calling Card "Bong" Charge

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

SECTION 5 - PROMOTIONS

5.1 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 Arizona during Business Day hours. The following services are eligible for the Freedom Plan for Business Users: 1+ Outbound, Toll Free Access (800/888/877) and Internet Access. The Freedom Plan for Business User does not apply to calling card calls.

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5.1.1 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.

5.1.2 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 Arizona within the 30 day period preceding customer's service commencement date with Company.

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Effective: January 23, 2003

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

**SECTION 5
PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

5.2 "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 (6th, 9th, 12th, 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.

****Material formerly appearing on this sheet now appears on First Revised Sheet 34.1.1****

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Effective: January 21, 2003

**SECTION 5
PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

5.3 20% Credit Every 6 Months

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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):

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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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INETBA Service

INETBA Service offers Company's Freedom Plan 2000 and Freedom Plan for Business Users (collectively, the "Freedom Plans") 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 who meets all other eligibility requirements applicable to the Freedom Plans set forth in this tariff 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 rate provisions applicable to Company's Freedom Plans, Sections 3.2, 3.6, 4.5 - 4.6, and 4.8 - 4.18, and all other provisions of this tariff applicable to the Freedom Plans apply to INETBA Service except as otherwise provided.

****Certain material appearing on this sheet formerly appeared on Second Revised Sheet 34.1****

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Intrastate Competitive Telecommunications Service Tariff

**SECTION 5
PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

5.9 Freedom Plan Plus (FPP)

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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.

Freedom Plan Plus customers' accounts are subject to eighteen (18) second Minimum Call Units (MCU's), with Incremental Call Units (ICU's) of six (6) seconds, and rounding to the next full six (6) second increment thereafter. 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 \$0.189 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 \$0.189 will have their Rate Category adjusted upward to a Rate Category corresponding to a call unit rate of \$0.189 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.

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Intrastate Competitive Telecommunications Service Tariff

SECTION 5
PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.9 Reserved for Future Use

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Intrastate Competitive Telecommunications Service Tariff

SECTION 5
PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.9 Reserved for Future Use

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SECTION 5
PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.9 Reserved for Future Use

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Cancels Original Sheet 35.1

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SECTION 5
PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.9. Reserved for Future Use

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SECTION 5
PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.9 Reserved for Future Use

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SECTION 5
PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.9 Reserved for Future Use

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SECTION 5
PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

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SECTION 5
PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.9 Reserved for Future Use

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SECTION 5
PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

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SECTION 5
PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

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SECTION 6

"Signature" Services - Description and Rates (Cont'd)

6.4 Usage Rate Guarantee (T)

Subject to continued compliance with each applicable term and condition of this Section 6, QuantumLink Communications Customers's 1+ and TFA rates for interLATA call usage (MCU + applicable ICUs) under Section 6.2.2 preceding will not be increased for the 12 invoices following initiation of service. This rate guarantee does not apply to intraLATA calls or calling card calls. (N)
(N)
(N)

6.5 Customer Credit Programs

6.5.1 Customer Loyalty Credits. Each QuantumLink Communications Customer meeting the eligibility requirements set forth in section 6.5.1.2, following, shall receive the respective Customer Loyalty Credit calculated in accordance with the following provisions.

6.5.1.1 Length of Service Credit. For twelve invoices covering consecutive months of uninterrupted service, a credit shall be calculated equal to the average of the Customer's monthly charges (excluding fees, taxes, surcharges, assessments, and similar charges) for the preceding consecutive service period covering twelve invoices. (T)

6.5.1.2 Eligibility. To be eligible for a Length of Service Credit, each Customer must: have initiated service at least 12 months prior to the first day in the period of service covered by Customer's thirteenth invoice; have established minimum monthly usage levels as set forth in section 6.2.2; have no record of nonpayment in any month of the preceding consecutive twelve-month period of service; have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period; have selected this credit prior to the first day in the period of service covered by Customer's thirteenth invoice; and pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under section 6.5.1.1, preceding.

Intrastate Competitive Telecommunications Service Tariff

All material on this Sheet is new.

SECTION 6

"Signature" Services - Description and Rates (Cont'd)

6.6 Customer Loyalty Plans - General Terms and Conditions

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 QuantumLink 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 QuantumLink Communications originated from and terminated to locations within this state whenever QuantumLink Communications determines that but for the availability of these rates, QuantumLink Communications will not retain an existing Customer ("save") or will not be able to win back a prior Customer already having switched its services to another carrier ("winback").

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

- 6.6.1 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.
- 6.6.2 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.
- 6.6.3 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.
- 6.6.4 CLPs are available for all published rates.
- 6.6.5 Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by QuantumLink Communications, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this section 6.6.

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SECTION 6

"Signature" Services - Description and Rates (Cont'd)

6.6 Customer Loyalty Plans - General Terms and Conditions (Cont'd)

6.6.6 All of the conditions set forth in sections 6.6.1 through and including this section 6.6.6 must exist in order to qualify for the following Customer Loyalty Plans. QuantumLink 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 QuantumLink 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 QuantumLink Communications prior to institution of the first billing for services under the applicable Customer Loyalty Plans.

6.6.7 Customer Loyalty Plans I-III

6.6.7.1 Customer Loyalty Plan I. QLC2000 I Service Plan Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 6.6.7.1.2 will receive a credit on their 6th invoice as provided following.

6.6.7.1.1 For each five invoices of consecutive uninterrupted service, a credit shall be calculated equal to the average of the Customer's monthly charges (excluding fees, taxes, surcharges, assessments, and similar charges) for the preceding consecutive five-month period.

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

- A.** have initiated service under the QLC2000 I Service Plan;
- B.** have current usage which exceeds the established minimum monthly usage levels for the QLC2000 I Service Plan;
- C.** have no record of nonpayment in any of the preceding consecutive five-month period of service;
- D.** have received five consecutive and uninterrupted invoices over the preceding five-month period;
- E.** 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
- F.** pay all charges rendered in Customer's sixth invoice in excess of the amount of the applicable credit as calculated under section 6.6.7.1.1, ~~preceding~~ **ADMINISTRATIVELY**

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SECTION 6

“Signature” Services - Description and Rates (Cont’d)

6.6 Customer Loyalty Plans - General Terms and Conditions (Cont’d)

6.6.7 Customer Loyalty Plans I-III (Cont’d)

6.6.7.2 Customer Loyalty Plan II. QLC2000 II Service Plan Customers who qualify as either a “save” or a “winback” and who meet the eligibility requirements set forth in section 6.6.7.2.2 will receive a credit on their 9th invoice as provided following.

6.6.7.2.1 For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the average of the Customer’s monthly charges (excluding fees, taxes, surcharges, assessments, and similar charges) for the preceding consecutive eight-month period.

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

- A.** have initiated service under the QLC2000 II Service Plan;
- B.** have current usage which exceeds the established minimum monthly usage levels for the QLC2000 II Service Plan;
- C.** have no record of nonpayment in any of the preceding consecutive eight-month period of service;
- D.** have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
- E.** 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
- F.** pay all charges rendered in Customer’s ninth invoice in excess of the amount of the applicable credit as calculated under section 6.6.7.2.1, preceding.

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SECTION 6

"Signature" Services - Description and Rates (Cont'd)

6.6 Customer Loyalty Plans - General Terms and Conditions (Cont'd)

6.6.7 Customer Loyalty Plans I-III (Cont'd)

6.6.7.3 Customer Loyalty Plan III. QLC2000 III Service Plan Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in section 6.6.7.3.2 will receive a credit on their 13th invoice as provided following.

6.6.7.3.1 For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the average of the Customer's monthly charges (excluding fees, taxes, surcharges, assessments, and similar charges) for the preceding consecutive twelve-month period.

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

- A.** have initiated service under the QLC2000 III Service Plan;
- B.** have current usage which exceeds the established minimum monthly usage levels for the QLC2000 III Service Plan;
- C.** have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
- D.** have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
- E.** 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
- F.** pay all charges rendered in Customer's twelfth invoice in excess of the amount of the applicable credit as calculated under section 6.6.7.3.1, preceding.

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SECTION 6

"Signature" Services - Description and Rates (Cont'd)

6.6 Customer Loyalty Plans - General Terms and Conditions (Cont'd)

6.6.8 Loyalty Awards. Customers who qualify as either a "winback" or a "save" qualify to receive additional Loyalty Awards.

6.6.8.1 "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.

6.6.8.2 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.

6.6.8.3 Companion Local Service Bonus Incentive. Where an effective tariff is on file in this state to provide local exchange telephone service in conjunction with the Customer Loyalty Plans provided for herein, Customers who qualify as either a "save" or "winback," who meet and maintain the applicable eligibility requirements as set forth in this section 6.6, and who order or take local exchange telephone service in conjunction with the services offered hereby, will receive an additional bonus incentive of the applicable discounts on the local service offerings tariffed in this state.

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SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.2 QLC Service Plans

6.2.2.1 Rates for 1+ and Toll Free Access ("TFA") (800/888/877) Services

Subject to the provisions of sections 5.7.1 preceding and Section 6.2.2.2, 6.2.2.3 and 6.2.2.4., following, for Peak/Business Day hours under the QLC service plans, the 1+ and TFA rates are as follows:

Plan of Service	Minimum Call Unit	Incremental Call Unit	Per Minute Charge*	Equivalent Call Unit Charge	Minimum Revenue Commitment	
QLC I	0.0624	0.0208	0.208	0.208	\$0 - \$4.99	
QLC II	0.0507	0.0169	0.169	0.0169	\$ 5.00 - \$9.99	
QLC III	0.0447	0.0149	0.149	0.0149	\$ 10.00 - \$14.99	
QLC IV	0.0417	0.0139	0.139	0.0139	\$ 15.00 - \$19.99	
QLC V	0.0387	0.0129	0.129	0.0129	\$ 20.00 - \$24.99	
QLC VI	0.0357	0.0119	0.119	0.0119	\$ 25.00 - \$29.99	
QLC VII	0.0327	0.0109	0.109	0.0109	\$ 30.00 - \$34.99	
QLC VIII	0.0297	0.0099	0.099	0.0099	\$ 35.00 - \$39.99	
QLC IX	0.0267	0.0089	0.089	0.0089	\$ 40.00+	
QLC X**	0.0267	0.0089	0.089	0.0089	\$ 25.00	(T)
QLC XI***	0.0177	0.0059	0.059	0.0059	\$ 30.00	(N)

* Min. Call Unit (@18 secs. + 7 Incremental Call Unit @ 6 secs. = Per Minute Charge.)

** QLC Plan Of Service X can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers.

***QLC Plan Of Service XI can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided to new, "saved" or "Winback" customers. (N)

Subject to the provisions of Sections 3.2 and 5.7.2.1 preceding and Sections 6.2.2.2, 6.2.2.3 and 6.2.3 following, the following Off-Peak/Non-Business Day 1+ and TFAS rates apply after Customer has received three invoices, i.e., Customer's fourth invoice.

Plan of Service	Minimum Call Unit	Incremental Call Unit	Per Minute Charge*	Equivalent Call Unit Charge	Minimum Revenue Commitment	
QLC I	0.0624	0.0208	0.060	0.208	\$0 - \$4.99	
QLC II	0.0507	0.0169	0.169	0.0169	\$ 5.00 - \$9.99	
QLC III	0.0447	0.0149	0.149	0.0149	\$ 10.00 - \$14.99	
QLC IV	0.0417	0.0139	0.139	0.0139	\$ 15.00 - \$19.99	
QLC V	0.0387	0.0129	0.129	0.0129	\$ 20.00 - \$24.99	
QLC VI	0.0357	0.0119	0.119	0.0119	\$ 25.00 - \$29.99	
QLC VII	0.0327	0.0109	0.109	0.0109	\$ 30.00 - \$34.99	
QLC VIII	0.0297	0.0099	0.099	0.0099	\$ 35.00 - \$39.99	
QLC IX	0.0267	0.0089	0.089	0.0089	\$ 40.00+	
QLC X**	0.0267	0.0089	0.089	0.0089	\$ 25.00	(T)
QLC XI***	0.0177	0.0059	0.059	0.0059	\$ 30.00	(N)

* Min. Call Unit (@18 secs. + 7 Incremental Call Unit @ 6 secs. = Per Minute Charge.)

** QLC Plan Of Service X can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers.

***QLC Plan Of Service XI can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided to new, "saved" or "Winback" customers. (N)

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SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.2 QLC Service Plans (Cont'd)

6.2.2.1 Rates for 1+ and Toll Free Access ("TFA") (800/888/877) Services (Cont'd)

MAXIMUM RATES

Plan of Service	Minimum Call Unit	Incremental Call Unit	Per Minute Charge	Equivalent Call Unit Charge	Minimum Revenue Commitment
QLC I	0.0624	0.0208	0.060	0.208	\$0 - \$4.99
QLC II	0.075	0.025	0.25	0.025	\$ 5.00 - \$9.99
QLC III	0.075	0.025	0.25	0.025	\$ 10.00 - \$14.99
QLC IV	0.075	0.025	0.25	0.025	\$ 15.00 - \$19.99
QLC V	0.075	0.025	0.25	0.025	\$ 20.00 - \$24.99
QLC VI	0.075	0.025	0.25	0.025	\$ 25.00 - \$29.99
QLC VII	0.075	0.025	0.25	0.025	\$ 30.00 - \$34.99
QLC VIII	0.075	0.025	0.25	0.025	\$ 35.00 - \$39.99
QLC IX	0.075	0.025	0.25	0.025	\$ 40.00+
QLC X	0.075	0.025	0.25	0.025	\$ 25.00
QLC XI	0.075	0.025	0.25	0.025	\$ 30.00

(N)

6.2.2.2 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:

Minimum Call Unit	Incremental Call Unit	Per Minute Charge*	Equivalent Call Unit Charge Rate	Maximum ICU/ECU
\$0.0597	\$0.0199	\$0.199	\$0.0199	\$0.030

* Minimum Call Unit @ 18 seconds + 7 Incremental Call Unit @ 6 seconds + Per Minute Charge.

6.2.2.3 Reserved for Future Use

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SECTION 6
"SIGNATURE" SERVICES (Cont'd)

QLC Service Plans (Cont'd)

6.2.2.7 Subject to Section 6.2 following, Carrier offers services under QLC 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 1 for the QLC XI Rate Plan contains Carrier's lowest offered rates and Rate Category 11 for the QLC I Rate Plan contains Carrier's top rates.

Table 1

Rate Plan	Rate Category
QLC I	11
QLC II	10
QLC III	9
QLC IV	8
QLC V	7
QLC VI	6
QLC VII	5
QLC VIII	4
QLC IX	3
QLC X	2
QLC XI	1

6.2.2.8 Any Rate Category 1-9 customers in service on or before December 31, 2004, 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 April 1, 2005, that are reflected on invoices rendered on or after May 1, 2005.

(C/I)
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|
|
(C/I)

6.2.2.9 Any Rate Category 10 customers in service on or before December 31, 2004, 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 11, effective for all calls on or after April 1, 2005, that are reflected on invoices rendered on or after May 1, 2005.

(C/I)
|
|
|
(C/I)

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SECTION 6

"Signature" Services - Description and Rates (Cont'd)

6.8 Methodology for Determining Call Charges (Cont'd)

6.8.3 Rounding (Cont'd)

6.8.3.2 **Rounding at 30/30.** Services with billing increments of 30-second increments with a 30-second minimum are billed as follows: initial call duration is measured in a minimum of 30 seconds, that is, durations of less than 30 seconds are rounded to a full 30 seconds and for incremental usage, call duration is measured by call duration segments of not less than 30 seconds with the final call segment just prior to effective disconnection rounded to the next full 30 seconds of call duration.

6.8.3.3 **Rounding at 60/60.** Services with billing increments of 60-second increments with a 60-second minimum 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.

6.8.3.4 **Other Rounding Methods.** From time to time, QuantumLink Communications may tariff and apply other rounding methodologies different from those in sections 6.8.3.1, 6.8.3.2 or 6.8.3.3, preceding.

(C)
|
(C)

6.8.3.5 **Applied Rounding Methodology.** QuantumLink Communications uses the rounding at 18/6 set forth in section 6.8.3.1 preceding for both Peak/Business Day charges and Off-Peak/Non-Business Day charges.

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**SECTION 6
"SIGNATURE" SERVICES (Cont'd)**

6.5.2 "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 (6th, 9th, 12th, 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 7 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs")
AND RATE DESCRIPTION**

7.1 Freedom Plan Plus (FPP)

In addition to other TSOs made necessary for Company to respond to the competitive pricing initiatives of its competitors, the following Freedom Plan Plus offering features the specified rates for eligible customers for outbound and inbound equal access switched services of the Company originated from and terminated to locations within Arizona 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").

7.1.1 All of the conditions set forth in section 3.4, preceding, must exist in order to qualify for the following FPP. Company shall offer the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with the Company as well as additional terms and/or conditions, such as term or volume commitments. In the event a lower rate, additional terms or conditions are required to effect a save or winback, such rates, terms and conditions shall be tariffed by Company prior to institution of the first billing for services subject to such additional and/or different rates, terms and/or conditions.

7.1.2 Initial call duration (usage) is measured by a Minimum Call Unit (MCU) of 18 seconds, with fractional MCUs rounded to the next whole MCU, i.e., to a full 18 seconds; and incremental call duration is measured by call duration segments of not less than 6 seconds with the final call segment just prior to effective disconnection rounded to the next full 6 seconds of call duration. FPP features a waiver of the non-transport/non-usage (equivalent call units) charges, provided the Customer has not previously canceled nor discontinued any service, has not had service canceled or temporarily discontinued by Company, and has no record of late payments or payments withheld over disputed billings, regardless of the result of the dispute. Company's "save/winback" rates are as follows:

7.1.2.1 Standard 1+ and Toll Free Access Rates

<u>MCU</u> (18 secs. Minimum)	<u>Maximum</u>	<u>ICU</u> (Each Add'l 6 secs.)	<u>Maximum</u>	<u>CPM</u>	<u>Maximum</u>
\$0.0507	\$0.075	\$0.0169	\$0.025	\$0.169	\$0.25

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**SECTION 7 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs")
AND RATE DESCRIPTION (Cont'd)**

7.1 Freedom Plan Plus (FPP) (Cont'd)

7.1.2 (Cont'd)

7.1.2.2 Volume 1+ and Toll Free Access Customers. For Customers with a minimum of \$50.00 intrastate usage.

<u>MCU</u> (18 secs. Minimum)	<u>Maximum</u>	<u>ICU</u> (Each Add'l 6 secs.)	<u>Maximum</u>	<u>CPM</u>	<u>Maximum</u>
\$0.0387	\$0.075	\$0.0129	\$0.025	\$0.129	\$0.25

7.1.2.3 Volume 1+ and Toll Free Access Customers.

For Customers with a minimum of \$75.00 intrastate usage.

<u>MCU</u> (18 secs. Minimum)	<u>Maximum</u>	<u>ICU</u> (Each Add'l 6 secs.)	<u>Maximum</u>	<u>CPM</u>	<u>Maximum</u>
\$0.0297	\$0.075	\$0.0099	\$0.025	\$0.099	\$0.25

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**SECTION 7 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs")
AND RATE DESCRIPTION (Cont'd)**

7.1 Freedom Plan Plus (FPP) (Cont'd)

7.1.2 (Cont'd)

7.1.2.4 Calling Card Rates

Peak/Business Day

<u>MCU</u> (18 secs. Minimum)	<u>Maximum</u>	<u>ICU</u> (Each Add'l 6 secs.)	<u>Maximum</u>	<u>CPM</u>	<u>Maximum</u>
\$0.0696	\$0.090	\$0.0232	\$0.030	\$0.232	\$0.30

Off-Peak/Non-Business Day

<u>MCU</u> (18 secs. Minimum)	<u>Maximum</u>	<u>ICU</u> (Each Add'l 6 secs.)	<u>Maximum</u>	<u>CPM</u>	<u>Maximum</u>
\$0.0624	\$0.09	\$0.0208	\$0.03	\$0.208	\$0.30

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**SECTION 7 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs")
AND RATE DESCRIPTION (Cont'd)**

7.1 Freedom Plan Plus (FPP) (Cont'd)

7.1.2 (Cont'd)

7.1.2.5 A Freedom Plan Plus customer in service on or after July 3, 1999 whose rates have not changed during the three service periods prior to July 3, 1999 shall have its rates adjusted to the next higher applicable Rate Category. Rate categories as set out in Section 7.1.2 are:

Table 1

Rate Plan	Rate Category
Standard 1+ and Toll Free Access	III
Volume 1+ and Toll Free Access (Per Section 7.1.2.2.)	II
Volume 1+ and Toll Free Access (Per Section 7.1.2.3.)	I

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**SECTION 7 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs")
AND RATE DESCRIPTION (Cont'd)**

7.1 Freedom Plan Plus (FPP) (Cont'd)

7.1.3 Bonus Incentives. Based on the scope of the competitive offer received by a Customer eligible for the FPP, each such Customer shall be entitled to one of the following bonuses that most nearly equals the value of that competitive offer.

7.1.3.1 6th Invoice Free Bonus Incentive. Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 7.1.3.1.2 will receive a credit on their 6th invoice as provided following.

7.1.3.1.1 For each five months of consecutive uninterrupted service, a credit shall be calculated equal to the average of the Customer's monthly charges (excluding fees, taxes, surcharges, assessments, and similar charges) for the preceding consecutive five month period.

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**SECTION 7 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs")
AND RATE DESCRIPTION (Cont'd)**

7.1 Freedom Plan Plus (FPP) (Cont'd)

7.1.3 Bonus Incentives (Cont'd)

7.1.3.1 6th Invoice Free Bonus Incentive (Cont'd)

7.1.3.1.2 Eligibility. To be eligible for a 6th month credit, each Customer must:

- A.** have initiated service under a Freedom Plan for Business Users;
- B.** have current usage which exceeds the established minimum monthly interstate usage levels for the applicable Freedom Plan for Business Users as specified by Company to Customer;
- c.** have no record of nonpayment in any of the preceding consecutive twelve month period of service;
- D.** have received five consecutive and uninterrupted invoices over the preceding five month period;
- E.** have selected the 6th invoice credit prior to the first day in the period of service covered by Customer's sixth invoice; and
- F.** pay all charges rendered in Customer's sixth invoice in excess of the amount of the applicable credit as calculated under 7.1.3.1.1, preceding.

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**SECTION 7 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs")
AND RATE DESCRIPTION (Cont'd)**

7.1 Freedom Plan Plus (FPP) (Cont'd)

7.1.3 Bonus Incentives (Cont'd)

7.1.3.2 9th Invoice Free Bonus Incentive

Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 7.1.3.2.2 will receive a credit on their 9th invoice as provided following.

- 7.1.3.2.1** For each eight months of consecutive uninterrupted service, a credit shall be calculated equal to the average of the Customer's monthly charges (excluding fees, taxes, surcharges, assessments, and similar charges) for the preceding consecutive eight month period.

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**SECTION 7 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs")
AND RATE DESCRIPTION (Cont'd)**

7.1 Freedom Plan Plus (FPP) (Cont'd)

7.1.3 Bonus Incentives (Cont'd)

7.1.3.2 9th Invoice Free Bonus Incentive (Cont'd)

7.1.3.2.2 Eligibility. To be eligible for a 9th month credit, each Customer must:

- A.** have initiated service under a Freedom Plan for Business Users;
- B.** have current usage which exceeds the established minimum monthly interstate usage levels for the applicable Freedom Plan for Business Users as specified by Company to Customer;
- C.** have no record of nonpayment in any of the preceding consecutive twelve month period of service;
- D.** have received eight consecutive and uninterrupted invoices over the preceding eight month period;
- E.** have selected the 9th invoice credit prior to the first day in the period of service covered by Customer's ninth invoice; and
- F.** pay all charges rendered in Customer's ninth invoice in excess of the amount of the applicable credit as calculated under 7.1.3.2.1, preceding.

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**SECTION 7 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs")
AND RATE DESCRIPTION (Cont'd)**

7.1 Freedom Plan Plus (FPP) (Cont'd)

7.1.3 Bonus Incentives (Cont'd)

7.1.3.3 13th Invoice Free Bonus Incentive

Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 7.1.3.3.2 will receive a credit on their 13th invoice as provided following.

7.1.3.3.1 For each twelve months of consecutive uninterrupted service, a credit shall be calculated equal to the average of the Customer's monthly charges (excluding fees, taxes, surcharges, assessments, and similar charges) for the preceding consecutive twelve month period.

7.1.3.3.2 Eligibility. To be eligible for a 13th month credit, each Customer must:

- A.** have initiated service under a Freedom Plan for Business Users;
- B.** have current usage which exceeds the established minimum monthly interstate usage levels for the applicable Freedom Plan for Business Users as specified by Company to Customer;
- C.** have no record of nonpayment in any of the preceding consecutive twelve month period of service;
- D.** have received twelve consecutive and uninterrupted invoices over the preceding twelve month period;

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**SECTION 7 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs")
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7.1 Freedom Plan Plus (FPP) (Cont'd)

7.1.3 Bonus Incentives (Cont'd)

7.1.3.3 13th Invoice Free Bonus Incentive (Cont'd)

7.1.3.3.2 Eligibility (Cont'd)

- E.** have selected the 13th invoice credit prior to the first day in the period of service covered by Customer's thirteenth invoice; and
- F.** pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under 7.1.3.3.1, preceding.

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SECTION 8 - HorizonOne Communications Plan

8.1 HorizonOne Communications Plan

Any business Customer meeting the eligibility requirements set forth following is eligible for the HorizonOne Communications Plan. The HorizonOne Communications Plan applies only to calls that originate and terminate within Arizona during Business Day hours. The following services are eligible for the HorizonOne Communications Plan: 1+ Outbound, Toll Free Access (800/888/877), and Internet Access. The HorizonOne Communications Plan does not apply to calling card calls.

8.1.1 Under the HorizonOne Communications Plan, 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 HorizonOne Communications Plan. Company's standard tariff rates apply at the expiration of this introductory period.

8.1.2 To be eligible for the HorizonOne Communications Plan, 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 Arizona within the 30 day period preceding customer's service commencement date with Company.

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SECTION 8 - HorizonOne Communications Plan (Cont'd)

8.1 HorizonOne Communications Plan (Cont'd)

8.1.3 Companion Federal Rate Guarantee

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A. For a Customer who maintains eligibility for and receives service under the HorizonOne Communications Plan, 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 HorizonOne Communications Plan 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.

8.1.4 Terms and Conditions. Each term and condition of this Section 8 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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SECTION 8 - HorizonOne Communications Plan (Cont'd)

8.1 HorizonOne Communications Plan (Cont'd)

8.1.5 "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 (6th, 9th, 12th, 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 8 - HorizonOne Communications Plan (Cont'd)

8.1 HorizonOne Communications Plan (Cont'd)

8.1.6 The following HorizonOne Communications Plans for interLATA and intraLATA services are offered - the Classic Rate Plans. The provisions of Section 8.1.8 apply.

8.1.6.1 Classic Q Rate Plan

The following rate is available to all customers qualifying for application of the rate cap under the Company's "Welcome Customer Rate Cap Program" under Company's Tariff F.C.C. No. 4, section 4.19, effective April 2, 1998, and to those customers whose minimum monthly intrastate usage is under \$20.00 at the following rates:

Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>	Maximum ICU <u>Rate</u>
\$0.0507	\$0.0169	\$0.033

8.1.6.2 Classic 2 Rate Plan

Classic 2 rates are provided to customers whose minimum monthly intrastate usage is between \$20.00 and \$29.99 at the following rates:

Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>	Maximum ICU <u>Rate</u>
\$0.0447	\$0.0149	\$0.031

8.1.6.3 Classic 1 Rate Plan

Classic 1 rates are provided to customers whose minimum monthly intrastate usage is between \$30.00 and \$39.99 at the following rates:

Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>	Maximum ICU <u>Rate</u>
\$0.0417	\$0.0139	0.029

8.1.6.4 Classic U/Universal Rate Plan

Classic U/Universal rates are provided to customers whose minimum monthly intrastate usage is between \$40.00 and \$49.99 at the following rates:

Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>	Maximum ICU <u>Rate</u>
\$0.0387	\$0.0129	\$0.027

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SECTION 8 - HorizonOne Communications Plan (Cont'd)

8.1 HorizonOne Communications Plan (Cont'd)

8.1.6 (Cont'd)

8.1.6.6 Prime 2 Rate Plan

Prime 2 rates are provided to customers whose minimum monthly intrastate usage is between \$25.00 and \$29.99 at the following rates:

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	Maximum ICU Rate
Peak/Business Day	\$0.0357	\$0.0119	\$0.025
Off-Peak/Non-Business Day	\$0.0357	\$0.0119	\$0.025

8.1.6.7 Prime 1 Rate Plan

Prime 1 rates are provided to customers whose minimum monthly intrastate usage is between \$30.00 and \$34.99 at the following rates:

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	Maximum ICU Rate
Peak/Business Day	\$0.0327	\$0.0109	\$0.023
Off-Peak/Non-Business Day	\$0.0327	\$0.0109	\$0.023

8.1.6.8 Super 1 Rate Plan

Super U rates are provided to customers whose minimum monthly intrastate usage is between \$35.00 and \$39.99 at the following rates:

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	Maximum ICU Rate
Peak/Business Day	\$0.0297	\$0.0099	\$0.021
Off-Peak/Non-Business Day	\$0.0297	\$0.0099	\$0.021

8.1.6.9 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 or Fraction	Incremental Call Unit or Fraction	Maximum ICU Rate
Peak/Business Day	\$0.0267	\$0.0089	\$0.021
Off-Peak/Non-Business Day	\$0.0267	\$0.0089	\$0.021

8.1.6.10 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:

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	Maximum ICU Rate
Peak/Business Day	\$0.0147	\$0.0049	\$0.030
Off-Peak/Non-Business Day	\$0.0147	\$0.0049	\$0.030

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SECTION 8 - HorizonOne Communications Plan (Cont'd)

8.1 HorizonOne Communications Plan (Cont'd)

8.1.6 (Cont'd)

8.1.6.11 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:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>	Maximum ICU <u>Rate</u>
Peak/Business Day	\$0.0177	\$0.0059	\$0.030
Off-Peak/Non-Business Day	\$0.0177	\$0.0059	\$0.030

(N)

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8.1.6.12 to 8.1.6.15 RESERVED FOR FUTURE USE

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8.1.6.16 Rates for Calls Terminated to a Mobile Phone

From and after February 11, 2000, all calls terminated to a mobile phone shall be charged the following rates:

Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>	Maximum <u>ICU Rate</u>
\$0.0597	\$0.0199	\$0.030

8.1.6.17 Rates for Calling Cards

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>	Maximum ICU <u>Rate</u>
Peak/Business Day	\$0.0696	\$0.0232	\$0.033
Off-Peak/Non-Business Day	\$0.0624	\$0.0208	\$0.031

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SECTION 8 - HorizonOne Communications Plan (Cont'd)

HorizonOne Communications Plan (Cont'd)

8.1.8 Carrier offers services under this Section 8 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

Rate Plan	Rate Category
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

8.1.8.1 Any Rate Category I-IX customers in service on or before December 31, 2004, 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 April 1, 2005, that are reflected on invoices rendered on or after May 1, 2005. (C/I)

8.1.8.2 Any Rate Category X customers in service on or before December 31, 2004, 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 April 1, 2005, that are reflected on invoices rendered on or after May 1, 2005. (C/I)

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Intrastate Competitive Telecommunications Service Tariff

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**SECTION 9
OPTIC COMMUNICATIONS - DESCRIPTION OF SERVICES**

9.1 Services & Rates

The Company's Optic Communications' service plan offers switched outbound and inbound service to business subscribers. All services under this section are offered pursuant to the provisions of Sections 1 through 3 of this tariff and in conjunction with the Company's interstate services. All rate categories require varying minimum monthly usage. All calls under this plan are subject to an eighteen (18) second minimum and billed in six (6) second increments. Carrier offers services under this tariff based on the Rate Plans and Rate Categories as specified in Table 1.

Table 1

Rate Category	Rate Plan	Total Call Unit Rate	18 Second Minimum Call Unit or Fraction	6 Second Incremental Call Unit or Fraction	Required Minimum Monthly Intrastate Usage
XI	OPTIC 11	\$ 0.2080	\$ 0.0624	\$ 0.0208	\$0.00
X	OPTIC 10	\$ 0.1690	\$ 0.0507	\$ 0.0169	\$25.00
IX	OPTIC 9	\$ 0.1490	\$ 0.0447	\$ 0.0149	\$50.00
VIII	OPTIC 8	\$ 0.1390	\$ 0.0417	\$ 0.0139	\$75.00
VII	OPTIC 7	\$ 0.1290	\$ 0.0387	\$ 0.0129	\$100.00
VI	OPTIC 6	\$ 0.1190	\$ 0.0357	\$ 0.0119	\$125.00
V	OPTIC 5	\$ 0.1090	\$ 0.0327	\$ 0.0109	\$150.00
IV	OPTIC 4	\$ 0.0990	\$ 0.0297	\$ 0.0099	\$175.00
III	OPTIC 3	\$ 0.0890	\$ 0.0267	\$ 0.0089	\$200.00
II	OPTIC 2	\$ 0.0590	\$ 0.0177	\$ 0.0059	\$225.00
I	OPTIC 1	\$ 0.0490	\$ 0.0147	\$ 0.0049	\$250.00

9.1.1 Reserved for Future Use.

9.1.2 Reserved for Future Use.

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**SECTION 9
OPTIC COMMUNICATIONS - DESCRIPTION OF SERVICES (Cont'd)**

9.5 Fees and Charges

9.5.1 Directory Assistance Charge: \$1.25/per call

9.5.2 Toll Free Access Service (TFAS)

Customers shall pay a monthly account charge of \$15.00 per account for Toll Free Access Service.

9.5.3 Directory Listing Charge

Customers who want their toll free number listed in any national, regional, or local directory of toll free access numbers shall pay the monthly listing charge of \$15.00 per number.

9.5.4 Remote Access Surcharge

A per call surcharge of \$0.69 applies to all calls originated at payphones using a service access code.

9.5.5 Invoice on Diskette

At the Customer's request, the Company will provide Customer's invoices on computer diskette for an additional monthly charge of \$15.00 per account.

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SECTION 9
OPTIC COMMUNICATIONS - DESCRIPTION OF SERVICES (Cont'd)

9.6 Promotions

9.6.1 "25% Invoice Credit" Promotion

Customers qualifying as either a "saved" or a "winback" customer, may receive a credit on each invoice beginning with your second invoice following commencement of this promotion on your account, equal to up to 25% of your call long distance charges as shown on your previous invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, and excluding any "25% Invoice Credit" credits as applied to the same previous invoice.

9.6.2 "Every 4th Invoice Free" Promotion

"Saved" and "winback" customers who meet the eligibility requirements set forth below, may receive credits under the "Every 4th Invoice Free" Promotion as follows:

A credit applied to every fourth invoice, starting with customer's fourth invoice after selection of the promotion (4th, 8th, 12th, 16th, etc.), equal to an average of the long distance call traffic charges appearing on the three invoices immediately preceding the credit invoice, excluding applicable taxes.

This promotion is non-cumulative and CANNOT be carried over to any following month or otherwise accumulated. Should any calculated credit 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 service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have no past due amount on account; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice. Additionally, Customers must contact the Company to confirm the promotion selection after service initiation.

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SECTION 9
OPTIC COMMUNICATIONS - DESCRIPTION OF SERVICES (Cont'd)

9.6 Promotions (Cont'd)

9.6.3 "First Invoice Free" Promotion

New Optic Communications customers, who meet the eligibility requirements below, may receive credits equal to the total long distance usage charges billed on customer's first invoice, excluding taxes, fees, and surcharges, after the selection of this promotion.

Any credit not extinguished by partial first invoice can be carried over to following month. Any credit carried over cannot exceed 50% of eligible total amount via promotion.

Eligibility. To be eligible for this offering, customer must: have initiated service; have current usage which exceeds the established minimum monthly usage levels for the applicable service and have selected this offering prior to the charges rendered in customer's bill. To retain eligibility, customers subscribing to this promotion must comply with the 60-day notice of cancellation requirement as outlined above in section 3. Failure to do so may result in loss of promotional credit applied to customer's account.

9.6.4 "20% Quarterly Rebate" Promotion

New, "saved" and "winback" Optic Communications customers who meet the eligibility requirements set forth below, may receive credits or reimbursement under the "20% Quarterly Rebate" Promotion as follows:

A credit applied to customer's every 3rd invoice in an amount equal to 20% of customer's total long distance usage charges for the previous two invoices. Credit calculation excludes all applicable taxes and line rental charges. This promotion is cumulative and CAN be carried over to any following month or otherwise accumulated.

Eligibility. To be eligible for this offering, customers must: have initiated service; have no delinquent account balances; have received consecutive and uninterrupted service for the preceding two invoice periods; and have selected this offering prior to the charges rendered. Customer cannot have previously received multiple Free Invoice credits. Additionally, Customers must contact the Company to confirm the promotion selection after service initiation.

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