

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 Communications ("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 Commuications". (N)

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Issued: May 19, 2005

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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
	Second Revised				

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*Denotes pages included in this filing.

Affinity Network Incorporated
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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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Arizona Tariff No. 2
Fourth Revised Sheet 2
Cancels Third Revised Sheet 2

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Intrastate Competitive Telecommunications Service Tariff

TABLE OF CONTENTS

Title Sheet.....	Cover
Check Sheet.....	1
Table of Contents	2
Section 1-Technical Terms and Abbreviations	6
Section 2-Rules and Regulations.....	8
Section 3-Description of Service.....	15
Section 4-Rates.....	21
Section 5- Promotional, Special Service Offerings and Telecompetitive Service Offerings.....	34
Section 6- "Signature Services".....	42
Section 7- Reserved For Future Use.....	57
Section 8-HorizonOne Communications Plan.....	58
Section 9 – Optic Communications Plan.....	87

(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
7.1	Original*	33.2	First Revised
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

TABLE OF CONTENTS

Title Sheet	Cover	
Check Sheet	1	
Table of Contents	2	
Section 1-Technical Terms and Abbreviations	6	
Section 2-Rules and Regulations	8	
Section 3-Description of Service	15	
Section 4-Rates	21	
Section 5-Promotions	34	
Section 6-"Signature" Services	35	
Section 7- Telecompetitive Service Offerings ("TSO's") and Rate Description	48	(N) (N)

Affinity Network Incorporated
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Los Angeles, CA 90010
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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.

(T)

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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.

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.

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 changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets).

(T)

(T)

(N)

(N)

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)
|
(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)
| |
(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)
| |
| |
(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.

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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 connectins to a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement. (T)

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. (T)

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.

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)

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.

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.

(T)(C)

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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(T)

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. (T)

- (a) For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service. (T)
- (b) For the use of telephone service for any other property or purpose other than that described in the application. (T)
- (c) Without notice in the event of tampering with the equipment furnished and owned by the Company. (T)
- (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. (T)
- (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. (T)
- (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. (T)
- (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. (T)

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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(D)

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.

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)

2.18 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

All Material Appearing On This Sheet Is New.

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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Intrastate Competitive Telecommunications Service Tariff

All Material Appearing On This Sheet Is New.

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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Intrastate Competitive Telecommunications Service Tariff

All Material Appearing On This Sheet Is New.

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 format;

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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.

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

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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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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.

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

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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 Rate Elements

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- 3.2.1 Long distance usage charges are based on the usage of the Company's network. The Company will determine that a call has been established through industry standard answer detection methods, including hardware answer detection.
- 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.
- 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.
- 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.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.6 Reserved for Future Use

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3.2.7 Reserved for Future Use

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.8 Call Unit Calculations

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

TABLE 1 - Calls of a Minute or Less

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

* calls are subject to an 18-second minimum.

TABLE 2 - Calls in Minutes

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

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

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.9 Reserved For Future Use

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3.2.10 When the connection is established in one rate period and ends in another, the rate for each rate period applies to the portion of the connection occurring within that rate period. In the event that a billing increment is split between two rate periods the rate in effect at the start of the billing increment applies.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Rate Elements (Cont'd)

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3.2.11 Rounding

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3.2.11.1

Rounding at 18/6. Company follows the industry practice of "rounding," that is, in its most basic form, when call duration does not end on the nearest whole 6-second increment, the call's duration is rounded to the next whole 6-second increment. Services with billing increments of 6 second increments with an 18-second minimum are billed as follows - a minimum of 3 call units, equal to either 3 ICUs of 6-seconds each, or 1 Minimum Call Unit (MCU) of 18 seconds as the minimum, with additional call duration rounded to the next higher 6-second increment, i.e., the next ICU having a value in this case of a whole 6 seconds.

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3.2.11.2

Rounding to Whole Cents. Charges for each call are totaled. If the computed charges include a fraction of a cent, the fraction is rounded up to the next whole cent (e.g., \$1.4233 would be rounded up to \$1.43).

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.12 Reserved for Future Use

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Rate Elements (Cont'd)

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3.3 RESERVED FOR FUTURE USE

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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.

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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

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4.1.1 Peak/Off-Peak Rate Periods

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

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

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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						

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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 - DESCRIPTION OF SERVICES & RATES

4.1 ATP Switched Services

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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

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4.1 Reserved For Future Use

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Cancels Original Sheet 31

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Issued: February 19, 2001

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

4.2 Reserved For Future Use (T)

4.3 Reserved For Future Use (N)

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(D)

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

4.4 Reserved For Future Use

4.5 Directory Assistance

Rate per call: \$1.25

(I)

4.6 Miscellaneous Charges

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

Per Call
\$0.55

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

4.7 Reserved for Future Use

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4.7.1 Reserved for Future Use

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4.7.2 Reserved for Future Use

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Effective: January 1, 2004

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

4.8 Company offers two Freedom Plans, its Freedom Plan 2000 and its Freedom Plan for Business Users. Company's standard tariff rate methodology applies in each invoice under its Freedom Plan 2000. Section 5.1 applies to Company's Freedom Plan for Business Users. The following Freedom Plans rate plans, the Basic, Classic, Prime, Super, Universal, and Cairo Rate Plans are offered. The provisions of Section 3.2, 3.6, 4.18.1 and 4.20 apply. The Freedom Plan rates are as follows:

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4.9 Basic Q Rate Plan

Basic Q rates are provided to customers with no minimum monthly intrastate usage requirements 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	\$0.0624	\$0.0208	\$0.060
Off-Peak/Non-Business Day	\$0.0624	\$0.0208	\$0.060

4.10 Classic Q Rate Plan

Classic Q rates are provided to customers whose minimum monthly intrastate usage is between \$5.00 and \$9.99 at the following rates:

(C)
|
(C)

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>	Maximum ICU <u>Rate</u>
	\$0.0507	\$0.0169	\$0.030

4.11 Classic 2 Rate Plan

Classic 2 rates are provided to Customers whose minimum monthly intrastate usage is between \$10.00 and \$14.99 at the following rates:

(C)

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>	Maximum ICU <u>Rate</u>
Peak/Business Day	\$0.0447	\$0.0149	\$0.030
Off-Peak/Non-Business Day	\$0.0447	\$0.0149	\$0.030

4.12 Classic 1 Rate Plan

Classic 1 rates are provided to Customers whose minimum monthly intrastate usage is between \$15.00 and \$19.99 at the following rates:

(C)

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>	Maximum ICU <u>Rate</u>
Peak/Business Day	\$0.0417	\$0.0139	\$0.030
Off-Peak/Non-Business Day	\$0.0417	\$0.0139	\$0.030

4.13 Universal Rate Plan

Universal rates are provided to Customers whose minimum monthly intrastate usage is between \$20.00 and \$24.99 at the following rates:

(C)

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>	Maximum ICU <u>Rate</u>
Peak/Business Day	\$0.0387	\$0.0129	\$0.030
Off-Peak/Non-Business Day	\$0.0387	\$0.0129	\$0.030

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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:

	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)

(N)

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:

Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>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.

	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	\$0.030
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.

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**SECTION 5
PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
TELECOMPETITIVE SERVICE OFFERINGS**

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.

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.

5.1.3 Reserved For Future Use

5.1.4 Companion Federal Rate Guarantee.

A. For a customer who maintains eligibility for and receives service under the Freedom Plan for Business Users, the minimum and incremental call unit rates for intrastate calls under this tariff are guaranteed for the same number of invoices, i.e., 12 invoices for customers whose peak/business day interstate usage rates are \$0.069 to \$0.149 (6 invoices for any customer whose peak/business day interstate usage rate is \$0.059), as the number of invoices guaranteed under Company's Freedom Plan for Business Users for interstate calls as provided in Company's Tariff F.C.C. No. 4. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive offer.

B. Calling Card services are not eligible for this rate guarantee.

5.1.5 Terms and Conditions. Each term and condition of this Section 5 and Company's Tariff F.C.C. No. 4, including specific eligibility provisions, apply and serve to qualify the availability and continuation of a Customer's call unit rate guarantee as set forth herein.

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

**SECTION 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

(M/T)

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

(T)

5.5 Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 5.5.1 following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS Customer's non-calling card calling beginning with Customer's 2nd invoice following Customer commencement of service as an ACS Customer ("Total Calling Advantage").

5.5.1 Eligibility

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

5.5.2 Limitations and Disclaimers

A. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.

B. The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.

C. ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in E following.

D. Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).

E. Subject to and in accordance with the provisions of Section 3.4 preceding and the eligibility requirements of 3.4 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required 5.5.1 preceding.

F. An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

5.5.3 Reinstatement

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

5.5.4 Rates

The rates set forth in Section 4.17 preceding apply to ACS service.

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

(T)

5.6 Customer Advantage Plans ("CAPs")

5.6.1 General Terms and Conditions

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

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

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

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

4.23 Limited-Class Switched Rates

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

A. D-1/D-2/D-3 Rate Plan

D-1/D-2/D-3 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

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

B. D-4 Rate Plan

D-4 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

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

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

(T)

5.6 Customer Advantage Plans ("CAPs") (Cont'd)

5.6.1 General Terms and Conditions (Cont'd)

- C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.
- D. CAPs are available for all published rates.
- E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 5.
- F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
- G. To receive the Invoice Free CAPs pursuant to 5.6.2 through and including 5.6.6 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility except as otherwise provided following.

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

5.6 Customer Advantage Plans ("CAPs") (Cont'd)

5.6.2 Customer 6th and 12th Invoice Advantage Plan

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

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

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

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
- have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
- have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
- pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under 5.6.2.1, preceding.

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

5.6 Customer Advantage Plans ("CAPs") (Cont'd)

5.6.3 Customer 6th, 10th, and 14th Invoice Advantage Plan

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

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

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5.6.3.2 Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9, and 13 months) of service;
- have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
- have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under 5.6.3.1, preceding.

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

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5.6 Customer Advantage Plans ("CAPs") (Cont'd)

5.6.4 Customer "Thanks for Taking the Time" Advantage Plans

5.6.4.1 "Thanks for Taking the Time" - 1 ("TTT-1") Advantage Plan

On and after June 7, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-1") service promotion.

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

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

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

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.232	\$0.232

5.6.4.1.3 Availability. Company's TTT-1 service promotion is available on and after June 7, 2000 until January 7, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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

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5.6 Customer Advantage Plans ("CAPs") (Cont'd)

5.6.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)

5.6.4.1 "Thanks for Taking the Time" - 1 ("TTT-1") Advantage Plan (Cont'd)

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

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

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5.6 Customer Advantage Plans ("CAPs") (Cont'd)

5.6.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)

5.6.4.2 "Thanks for Taking the Time" -2 ("TTT-2") Advantage Plan

On and after July 7, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" service promotion.

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

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

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

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.232	\$0.232

5.6.4.2.3 Availability. Company's TTT service promotion is available on and after July 7, 2000 until January 7, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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**SECTION 5
PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
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5.6.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)

5.6.4.2 "Thanks for Taking the Time" -2 ("TTT-2") Advantage Plan

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

5.6.4.2.5 Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in Section 5.6.4.2.1 preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 5.4 preceding.

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**SECTION 5
PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
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(T)

5.6 Customer Advantage Plans ("CAPs") (Cont'd)

5.6.5 Customer S&W Prepaid Advantage Plan

On and after July 7, 2000, any customer which qualifies as a "save" or "winback" customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the "saved" or "wonback" Customer's immediately preceding full month's (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis.

Table

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

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

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

Minimum Call Unit <u>@ 60 seconds or Fraction</u>	Incremental Call Unit <u>@ 60 seconds or Fraction</u>
\$0.232	\$0.232

5.6.5.2 Availability. Company's S&W Card service promotion is available on and after July 7, 2000 until January 7, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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5.6 Customer Advantage Plans ("CAPs") (Cont'd)

5.6.5 Customer S&W Prepaid Advantage Plan (Cont'd)

5.6.5.3 Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any Customer which has received an S&W Card prior to the sunset date or Company's discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline).

5.6.5.4 Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section 5.6.5.1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 5.4 preceding.

5.6.6 Save/Winback Off-Peak/Non-Business Day Adjustments

Customers whose rates are adjusted pursuant to 4.18.1 preceding and who then (T)
qualify as a "save" or "winback" customer are eligible to be re-rated to the rates (T)
prior to any applicable adjustment made pursuant to 4.18.1.

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**SECTION 5
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5.6 Customer Advantage Plans (Cont'd)

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

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

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

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

(T)

5.6 Customer Advantage Plans (Cont'd)

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

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

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than \$50.00;
- have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
- have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related eighth, twelfth, eighteenth, twenty-first, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under 5.6.7.1, preceding.

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**SECTION 5
PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
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5.6 Customer Advantage Plans (Cont'd)

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

5.6.7.2 (Cont'd)

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

Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 5.6.6.1 preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

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5.6 Customer Advantage Plans (Cont'd)

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**SECTION 5
PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
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5.7 Service Term Invoice Free Credit I. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 5.7.2 shall receive the Service Term Invoice Free Credit. (T)

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

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

- A. Have initiated service under a Freedom Plan for Business Users Plan;
- B. Have current usage which exceeds the established minimum monthly usage levels for the applicable Freedom Plan for Business Users Plan;
- C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D. Have received five months of consecutive and uninterrupted service preceding each credit invoice;
- E. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and,
- F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 5.7.1, preceding. (C)

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SECTION 5

PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS

- 5.8. Service Term Invoice Free Credit II.** New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 5.8.2 shall receive the Service Term Invoice Free Credit II.
- 5.8.1 Credit.** For the entire service term of each new customer or customer that qualifies as either a "save" or "winback" customer, a continuing periodic credit shall be given in the invoice following each consecutive three months of uninterrupted service ("credit invoice") equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for three months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- 5.8.2 Eligibility.** To be eligible for the Service Term Invoice Free Credit II, each customer must:
- A.** Have initiated service under a Freedom Plan for Business Users Plan;
 - B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable Freedom Plan for Business Users Plan;
 - C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
 - D.** Have received three months of consecutive and uninterrupted service preceding each credit invoice;
 - E.** Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,
 - F.** Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 5.8.1, preceding.

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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)

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

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

All conditions applicable to Freedom Plan customers must be satisfied in order for a customer to qualify for Freedom Plan Plus. A Customer under Freedom Plan Plus shall be billed at Freedom Plan Rates for Freedom Plan Services, as determined by the Customer's applicable Freedom Plan Rate Category. However, Freedom Plan Plus Customers' accounts must have an applicable Freedom Plan Rate Category which corresponds to a call unit rate of \$0.189 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.

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

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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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PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
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PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
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PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
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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
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PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
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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
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SECTION 5
PROMOTIONAL, SPECIAL SERVICE OFFERINGS and
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5.9 Reserved for Future Use

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

5.9 Non-Voice Communications (T)

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

5.10 Save/Winback Off-Peak/Non-Business Day Adjustments. (T)

Customers whose rates are adjusted pursuant to Section 5.8.2.8 preceding and who then qualify as a "save" or "winback" customer are eligible to be rerated to the off-peak rate prior to any applicable adjustment made pursuant to Section 5.8.2.8. (T)

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

5.11 1st and 3rd Invoice Credits

(T)

For new customers and those qualifying as save or winback customers, and who meet the eligibility requirements of Section 5.11.1 following, the customer will receive a credit equal to customer's monthly Total Call Unit charges in the first and third invoices (exclusive therefore of fees, taxes, surcharges, assessments or other non-TCU charges - "Qualifying Charges"). The credit will issue with the first and third invoices in the form of that number of pre-paid calling cards at a \$50.00 denomination that equals the total of the customer's Qualifying Charges for the first and third invoices. A customer's Qualifying Charges will be rounded up to that number of \$50.00 pre-paid cards that equals or exceeds the totals of Qualifying Charges in customer's first and third invoices. For example, if a customer's Qualifying Charges in the first invoice total \$125.00, three pre-paid \$50.00 calling cards (a total of \$150.00) would be provided and remain activated until fully decremented.

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5.11.1 Eligibility

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To be eligible for the first and third invoice credits, each customer must have initiated the TCU service; have current usage which exceeds applicable monthly minimum usage levels, if any; have a credit worthy history or profile; have received three consecutive and uninterrupted invoices over the preceding three month period; have selected the first and third invoice credit prior to the first day of service; and timely pay all Qualifying and non-Qualifying Charges rendered in the customer's first, second, and third invoices.

5.11.2 Terms

(T)

Each \$50.00 pre-paid calling card is decremented at the rates set forth in Section 4.17 for peak/business rates with each fractional increment of less than 60 seconds rounded to the next full 60 second increment (full minute billing). Rates are distance and time-of-day insensitive.

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SECTION 5

PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS

5.12 Cross Over Special Service Offers

5.12.1 Cross Over Credit (COC)

- A.** To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Credit" or "COC" equal to 5% of the customer's usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.
- B. Limitations and Disclaimers**
- The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
 - If earned, as specified in Section 5.12.1.A preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.
 - This credit is not available with Company's offering set forth in Section 5.12.2 following.
 - The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).
 - A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

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SECTION 5

PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS

5.12 Cross Over Special Service Offers (Cont'd)

5.12.2 Cross Over Century Card (COCC)

- A.** To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Century Card" or "COCC," a prepaid calling card worth \$100 for each \$1000 of usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.
- B. Limitations and Disclaimers**
- This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
 - The COCC card will be issued following Customer's commencement of service.
 - This offer is not available with Company's 5% credit offer set forth in Section 5.12.1 preceding.
 - The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.
 - Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.

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SECTION 5

PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS

5.12 Cross Over Special Service Offers (Cont'd)

5.12.2 Cross Over Century Card (COCC) (Cont'd)

B. (Cont'd)

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

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

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

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Intrastate Competitive Telecommunications Service Tariff

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SECTION 6
"SIGNATURE SERVICES"

6.1 QuantumLink Communications Service

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Signature Services are tailored to different classes of customers whose specific service profiles are defined by like-kind characteristics as set forth herein. In addition, these services are billed under and pursuant to the service name (under a service mark or trade mark) as expressly designated herein - the "Signature Services". Signature Services are offered in conjunction with related local, interstate and international services to the extent expressly so referenced herein and in related jurisdictionally defined tariffs or otherwise. QuantumLink Communications Service therefore constitutes a family of services featuring intrastate services under this tariff, interstate and international services, and as and when tariffed in each state, local exchange services, and may include non-tariffed services such as cellular/wireless, paging and Internet access. QuantumLink Communications is a service mark representing a division of the Company. QuantumLink Communications Service is available only where and when network facilities are available. QuantumLink Communications Service includes outbound and inbound 1+, facsimile, toll free access and calling card services and is available seven days a week, 24 hours a day.

6.1.1 Rate Description - General. Charges are rated based on time of day, are distance insensitive and governed by section 3.2 and the associated definitions in section 1. Whether for Peak/Business Day hours or Off-Peak/Non-Business Day hours, initial call duration is billed as a Minimum Call Unit (MCU) and is measured at a minimum call duration of 18 seconds, that is, call durations of less than 18 seconds are rounded to a full 18 seconds; and incremental call duration is billed as Incremental Call Units (ICUs) and 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. For Peak/Business Day hours, the Company's standard rate structure applies, that is, non-transport/non-usage charges are billed in Equivalent Call Units (ECUs) distributed over the duration of each call of twenty (20) minutes or less except as otherwise provided in this Section.

Call durations are rounded. The method for rounding QuantumLink Communications Service charges is set forth in section 6.8.3 following.

Miscellaneous charges apply as indicated in section 6.7 following.

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SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.1 QuantumLink Communications Service (Cont'd)

6.1.2 Limitations and Disclaimers

6.1.2.1 **No Service Tie-ins.** Except for credits which are or may be applicable to a Customer's interstate and/or international service as duly tariffed in those jurisdictions, QLC Service Plans are not available to any Customer whose intrastate service already contains one or more specialized offerings for service within this state.

6.1.2.2 **Discontinuance.** QLC Service Plans, and/or any applicable credit offers associated therewith, or any term or condition affecting the availability and/or rates for QLC Service Plans or associated credit offer, may be discontinued at any time with or without notice to Customer and without liability to Customer, any Authorized User or third party.

6.2 QLC Service Plans

Any business Customer whose usage meets the monthly minimum usage levels set forth following and meeting the eligibility requirements set forth in 5.8.1, following is eligible for the applicable QLC Service Plan. QLC Service Plans apply only to calls that originate and terminate at locations within the state. The following services are eligible under all QLC Service Plans: 1+ Outbound, Toll Free Access (800/888/877), and Calling Card. QLC Service Plans apply only to those Customers whose service commencement date begins from and after the effective date of this tariff revision.

6.2.1 **Eligibility.** To be eligible for a QLC Service Plan, Customer must meet or exceed minimum monthly usage levels set forth in section 5.8.2, following, 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 QuantumLink Communications, and must have originated and terminated calls within the 30 day period preceding Customer's service commencement date with QuantumLink Communications Service.

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Intrastate Competitive Telecommunications Service Tariff

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)

Intrastate Competitive Telecommunications Service Tariff

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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Intrastate Competitive Telecommunications Service Tariff

SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.2 QLC Service Plans (Cont'd)

6.2.2.4 Reserved for Future Use

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SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.2 QLC Service Plans (Cont'd)

6.2.2.6 Limited-Class Switched Rates (Cont'd) (T)

6.2.2.6.1 Limited-Class "X" Rates. The following rates are available to new customers and "save" or "winback" customers. Calls made under these rate plans shall not be subject to the addition of ECUs as described in Section 3.8.4.3 through 3.8.4.6 preceding. (T)

A. X-1 Rate Plan

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

	<u>Minimum Call Unit</u> <u>or Fraction</u>	<u>Incremental Call Unit</u> <u>or Fraction</u>
Peak/Business Day	\$0.0597	\$0.0199
Off-Peak/Non-Business Day	\$0.0597	\$0.0199

B. X-2 Rate Plan

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

	<u>Minimum Call Unit</u> <u>or Fraction</u>	<u>Incremental Call Unit</u> <u>or Fraction</u>
Peak/Business Day	\$0.0567	\$0.0189
Off-Peak/Non-Business Day	\$0.0567	\$0.0189

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Intrastate Competitive Telecommunications Service Tariff

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)

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)

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SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.2 QLC Service Plans (Cont'd)

6.2.4 Standard 1+ and Toll Free Access Rates

Subject to the provisions of Section 6.1.1 following, Company provides its 1+ and toll-free access service to customers not meeting eligibility requirements contained in Section 6.1.1 and 6.1.2 preceding at the following rates with no minimum revenue commitment:

<u>Minimum Call Unit</u>	<u>Incremental Call Unit</u>	<u>Per Minute Charge*</u>	<u>Equivalent Call Unit Charge</u>	<u>Maximum ICU Rate</u>
0.06	0.020	0.20	0.020	0.025

* Min. Call Unit @18 seconds + 7 Incremental Call Units @ 6 seconds = Per Minute Charge.

6.2.5 Rate Plan Adjustments for Non-Calling Plan Customers

Subject to 6.5 following, the off-peak/non-business rates in 6.1.2 preceding for QLC II Rate customers whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 5, 2000 shall be rated at the QLC I rates as set forth in 6.1.1 preceding.

6.2.6 -6.2.9 Reserved For Future Use

6.3 Calling Card Rates

Subject to rounding provisions of Section 6.2 preceding and Section 6.8.3.5 following, for all hours, the charges for calling card usage under all QLC service plans are as follows:

Peak/Business Day

<u>Plan of Service</u>	<u>Minimum Call Unit</u>	<u>Incremental Call Unit</u>	<u>Per Minute Charge</u>	<u>Equivalent Call Unit Charge</u>	<u>Minimum Revenue Commitment</u>
All	0.0696	0.0232	0.232	0.0232	Per QLC Plan

Off-Peak/Non-Business Day

<u>Plan of Service</u>	<u>Minimum Call Unit</u>	<u>Incremental Call Unit</u>	<u>Per Minute Charge</u>	<u>Equivalent Call Unit Charge</u>	<u>Minimum Revenue Commitment</u>
All	0.0624	0.0208	0.208	0.0208	Per QLC Plan

MAXIMUM RATES

Peak/Business Day

Off Peak/Non-Business Day

<u>MCU 18 Secs.</u>	<u>ICU 6 Secs.</u>	<u>ECU</u>	<u>MCU 18 Secs.</u>	<u>ICU 6 Secs.</u>	<u>ECU</u>
0.09	0.030	0.030	0.075	0.025	0.025

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Intrastate Competitive Telecommunications Service Tariff

SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.4 Companion Federal Rate Guarantee

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For a Customer who maintains eligibility for and receives service under the QuantumLink 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 QuantumLink 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. Calling Card services are not eligible for this rate guarantee.

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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.B, following, shall receive the respective Customer Loyalty Credit calculated in accordance with the following provisions.

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A. 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.

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B. 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 6.1.1; 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.A, preceding.

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Intrastate Competitive Telecommunications Service Tariff

Material On This Sheet Formerly Appeared On Original Sheet 39

SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.6 Customer Loyalty Plans - General Terms and Conditions

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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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Intrastate Competitive Telecommunications Service Tariff

SECTION 6
"SIGNATURE" SERVICES (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. QLC I, II or III 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 lower of either (i) the average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive five-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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

- A. have initiated service under the QLC I, II, or III Service Plan;
- B. have current usage which exceeds the established minimum monthly usage levels for the QLC I, II or III 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.

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Intrastate Competitive Telecommunications Service Tariff

SECTION 6
"SIGNATURE" SERVICES (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. QLC IV, V, or VI 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 lower of either (i) the average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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

- A.** have initiated service under the QLC IV, V, or VI Service Plan;
- B.** have current usage which exceeds the established minimum monthly usage levels for the QLC IV, V, or VI 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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Intrastate Competitive Telecommunications Service Tariff

SECTION 6
"SIGNATURE" SERVICES (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. QLC VIII 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 lower of either (i) the average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive twelve-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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

- A. have initiated service under the QLC VIII Service Plan;
- B. have current usage which exceeds the established minimum monthly usage levels for the QLC VIII 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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Intrastate Competitive Telecommunications Service Tariff

Material On This Sheet Formerly Appeared On Original Sheet 43

SECTION 6
"SIGNATURE" SERVICES (Cont'd)

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

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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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Intrastate Competitive Telecommunications Service Tariff

SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.7 Miscellaneous Charges

6.7.1 Directory Assistance

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

<u>Per Call</u>		
Directory Assistance Charge	\$1.25	(I)

6.7.2 Reserved For Future Use

6.7.3 Remote Access Surcharge

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

<u>Per Call</u>	\$0.55	(I)
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Intrastate Competitive Telecommunications Service Tariff

SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.7 Miscellaneous Charges (Cont'd)

6.7.4 Rates and Billing for Delinquent Accounts

When payment of charges, which are due upon receipt, remain unpaid after 59 days from the invoice date, the Customer's rates are subject to adjustment and special billing procedures as follows:

6.7.4.1 Charges incurred for the period from the first day of the month or other billing cycle following the last day of the preceding month or other billing cycle through the end of the current month or billing cycle, shall be adjusted as follows:

Charges for call duration are rerated and billed at the highest rate tariffed for the type of service rendered. A surcharge of \$0.35 per call also applies.

6.7.4.2 Upon payment of all unpaid charges, any late fees, and per call surcharges under this section, a Customer whose rates have been adjusted and billed under this section will be restored to service at the rates applicable to its services prior to its becoming delinquent in payment.

6.7.5 Non-Voice Communications

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

6.7.5.1 Save/Winback Off-Peak/Non-Business Day Adjustments

Customers whose rates are adjusted pursuant to 6.2.2.3 preceding and who then qualify as a "save" or "winback" customer are eligible to be re-rated to the rates prior to any applicable adjustment made pursuant to 6.2.2.3.

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6.7.6 Waiver of Charges

A Miscellaneous charge or charges will be waived upon request whenever application of such charge or charges increases a Customer's total charges for service above the charges such Customer has been offered or has available for the same service from a competing company. QuantumLink Communications may require documentation or other credible evidence useful in verifying the competitive offering and any waiver is subject to the net revenue test as defined by the FCC. Nothing herein shall be construed to require QuantumLink Communications to waive any charge if in the sole and exclusive discretion of QuantumLink Communications such waiver conflicts or may conflict with law or regulation. Waivers will be granted to all Customers similarly situated. A Customer is similarly situated if the circumstances of that Customer are substantially and materially like those which justified the waiver in the first instance. QuantumLink Communications shall not be liable in the administration of waivers except for wilful misconduct.

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Intrastate Competitive Telecommunications Service Tariff

Material On This Sheet Formerly Appeared On Original Sheet 46

SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.8 Methodology for Determining Call Charges

- 6.8.1 **Rate Basis.** Charges are based on access to and usage of the QuantumLink Communications' network and related costs of operation. Charges cease when the call is effectively disconnected from the network. Effective disconnection will vary depending on such factors as the availability or absence of automatic timing equipment deployed in the network, failure of one party to effect disconnection, attachment of Customer or other party's equipment or for other reasons beyond the control of QuantumLink Communications. QuantumLink Communications assumes no liability for holding time durations or other call completion problems over which it has no control.
- 6.8.2 **Included Costs.** Subject to section 6.7.4, governing billing for delinquent accounts, charges for calls are based on network usage and network support costs, are subject to rounding as set forth in Section 6.8.3 following and the provisions governing the timing of calls as set forth in Section 3.2 preceding.
- 6.8.3 **Rounding.** QuantumLink Communications follows the industry practice of "rounding," that is, in its most basic form, when call duration does not end on the nearest whole billing increment, e.g., a six-second increment, the call's duration is rounded to the next whole billing increment, i.e., the next whole 6-second increment. Rounding varies based on the call increments used in billing for a particular service. One or more of the following rounding methodologies may be applied to a particular service only when and as tariffed herein.
- 6.8.3.1 **Rounding at 18/6.** Services with billing increments of 6 seconds with an 18-second minimum are billed as follows: initial call duration is measured in a minimum of 18 seconds, that is, durations of less than 18 seconds are rounded to a full 18 seconds and for incremental usage, 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.

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Material On This Sheet Formerly Appeared On Original Sheet 47

**SECTION 6
"SIGNATURE" SERVICES (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.

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)

6.9 QuantumLink Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 6.9.1 following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS Customer's non-calling card calling beginning with Customer's 2nd invoice following Customer commencement of service as an ACS Customer ("Total Calling Advantage").

6.9.1 Eligibility

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

6.9.2 Limitations and Disclaimers

6.9.2.1 ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.

6.9.2.2 The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.

6.9.2.3 ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in 6.9.2.5 following.

6.9.2.4 Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).

6.9.2.5 Subject to 3.4 and in accordance with the provisions of Section 3.4 preceding and the eligibility requirements of 6.9.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by 6.9.1 preceding.

6.9.2.6 An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

6.9.3 Reinstatement

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

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

6.9 QuantumLink Advantage Card Service (ACS) (Cont'd)

6.9.4 Rates

The rates in section 6.3 preceding apply to the QuantumLink ACS service.

6.10 - 6.19 Reserved For Future Use.

6.20 INETBA Service

INETBA Service offers Company's intrastate interexchange services in exclusive combination with its Internet Web page design and hosting services and its Internet Access - DSL services where facilities are available. Any small business which orders Company's Internet Web page design and hosting services and who meets all other eligibility requirements 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 rates and other provisions of this Section 5 apply to INETBA Service except as otherwise provided.

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SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.21 Customer Advantage Plans ("CAPs")

6.21.1 General Terms and Conditions

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

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

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Intrastate Competitive Telecommunications Service Tariff

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SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.21 Customer Advantage Plans ("CAPs") (Cont'd)

6.21.1 General Terms and Conditions (Cont'd)

- C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.
- D. CAPs are available for all published rates.
- E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 6.
- F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
- G. To receive the Invoice Free CAPs pursuant to 6.21.2 through and including 6.21.6 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility except as otherwise provided following.

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Intrastate Competitive Telecommunications Service Tariff

SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.21 Customer Advantage Plans ("CAPs") (Cont'd)

6.21.2 Customer 6th and 12th Invoice Advantage Plan

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

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

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

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
- have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
- have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
- pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under 6.21.2.1, preceding.

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Intrastate Competitive Telecommunications Service Tariff

SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.21 Customer Advantage Plans ("CAPs") (Cont'd)

6.21.3 Customer 6th, 10th, and 14th Invoice Advantage Plan

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

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

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6.21.3.2 Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9, and 13 months) of service;
- have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
- have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under 6.21.3.1, preceding.

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Intrastate Competitive Telecommunications Service Tariff

**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. Freedom Plan Plus rates are as follows:

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7.1.2.1 Standard Plus 1+ and Toll Free Access Rates

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

7.1.2.2 Discount Plus 1+ and Toll Free Access Rates For Customers with a minimum of \$30.00 intrastate usage, except as provided in 7.1.2.9.1, following.

(C)

	<u>MCU</u> (18 secs. <u>Minimum</u>)	<u>Maximum</u>	<u>ICU</u> (Each Add'l <u>6 secs.</u>)	<u>Maximum</u>	<u>CPM</u>	<u>Maximum</u>
Peak/Business Day	\$0.0447	\$0.075	\$0.0149	\$0.025	\$0.149	\$0.25
Off-Peak/Non-Business Day	\$0.0447	\$0.075	\$0.0149	\$0.025	\$0.149	\$0.25

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Intrastate Competitive Telecommunications Service Tariff

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SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.21 Customer Advantage Plans ("CAPs") (Cont'd)

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6.21.4 "Thanks for Taking the Time" - 1 Advantage Plans (Cont'd)

6.21.4.2 "Thanks for Taking the Time" - 2 ("TTT-2") Advantage Plans

On and after July 7, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" service promotion.

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

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

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

<u>Minimum Call Unit Value</u> <u>@ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value</u> <u>@ 60 seconds or Fraction</u>
\$0.232	\$0.232

6.21.4.2.3 Availability. Company's TTT service promotion is available on and after July 7, 2000 until January 7, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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Intrastate Competitive Telecommunications Service Tariff

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

6.21 Customer Advantage Plans ("CAPs") (Cont'd)

6.21.4 "Thanks for Taking the Time" - 1 Advantage Plans (Cont'd)

6.21.4.2 "Thanks for Taking the Time" - 2 ("TTT-2") Advantage Plans (Cont'd)

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

6.21.4.2.5 Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in Section 6.21.4.2.1 preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 6.20 preceding.

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

6.21 Customer Advantage Plans ("CAPs") (Cont'd)

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6.21.5 Customer S&W Prepaid Advantage Plan

On and after July 7, 2000, any customer which qualifies as a "save" or "winback" customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the "saved" or "wonback" Customer's immediately preceding full month's (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis.

Table

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

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

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

Minimum Call Unit <u>@ 60 seconds or Fraction</u>	Incremental Call Unit <u>@ 60 seconds or Fraction</u>
\$0.232	\$0.232

6.21.5.2 Availability. Company's S&W Card service promotion is available on and after July 7, 2000 until January 7, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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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)

7.1.2.3 Discount Premier Plus 1+ and Toll Free Access Rates For Customers with a minimum of \$40.00 intrastate usage, except as provided in 7.1.2.9.2, following. (T)

	<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>	
Peak/Business Day	\$0.0417	\$0.075	\$0.0139	\$0.025	\$0.139	\$0.25	
Off-Peak/Non-Business Day	\$0.0417	\$0.075	\$0.0139	\$0.025	\$0.139	\$0.25	(R)

7.1.2.4 Choice Plus 1+ and Toll Free Access Rates. For Customers with a minimum of \$50.00 intrastate usage, except as provided in 7.1.2.9.2, following. (T)

	<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>	
Peak/Business Day	\$0.0387	\$0.075	\$0.0129	\$0.025	\$0.129	\$0.25	
Off-Peak/Non-Business Day	\$0.0387	\$0.075	\$0.0129	\$0.025	\$0.249	\$0.25	(R)

7.1.2.5 Volume Plus 1+ and Toll Free Access Rates. For Customers with a minimum of \$60.00 intrastate usage, except as provided in 7.1.2.9.2, following. (T)

	<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>	
Peak/Business Day	\$0.0357	\$0.075	\$0.0119	\$0.025	\$0.119	\$0.25	
Off-Peak/Non-Business Day	\$0.0357	\$0.075	\$0.0119	\$0.025	\$0.119	\$0.25	(R)

7.1.2.6 Volume Premier Plus 1+ and Toll Free Access Rates. For Customers with a minimum of \$70.00 intrastate usage, except as provided in 7.1.2.9.2, following. (T)

	<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>	
Peak/Business Day	\$0.0327	\$0.075	\$0.0109	\$0.025	\$0.109	\$0.25	
Off-Peak/Non-Business Day	\$0.0327	\$0.075	\$0.0109	\$0.025	\$0.109	\$0.25	(R)

7.1.2.7 Select Plus 1+ and Toll Free Access Rates. For Customers with a minimum of \$80.00 intrastate usage, except as provided in 7.1.2.9.2, following. (T)

	<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>	
Peak/Business Day	\$0.0297	\$0.075	\$0.0099	\$0.025	\$0.099	\$0.25	
Off-Peak/Non-Business Day	\$0.0297	\$0.075	\$0.0099	\$0.025	\$0.099	\$0.25	(R)

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

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

7.1.2 (Cont'd)

7.1.2.8 Ultimate Plus 1+ and Toll Free Access Rates. For Customers with a minimum of \$90.00 intrastate usage, except as provided in 7.1.2.9.2, following. (T)

	<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>	
Peak/Business Day	\$0.0267	\$0.075	\$0.0089	\$0.025	\$0.089	\$0.25	
Off-Peak/Non-Business Day	\$0.0267	\$0.075	\$0.0089	\$0.025	\$0.089	\$0.25	(R)

7.1.2.9 Rate Plan Adjustments for Non-Calling Plan Customers.

7.1.2.9.1 Subject to Section 7.3 following, the off-peak/non-business rates in Section 7.1.2.2 preceding for Discount Plus 1+ and Toll Free customers whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 20, 2000, shall be rated at the Standard Plus 1+ and Toll Free Access Rates rates as set forth in 7.1.2.1 preceding. (C)

7.1.2.9.2 The off-peak/non-business rates in 7.1.2.3, 7.1.2.4, 7.1.2.5, 7.1.2.6, 7.1.2.7, and 7.1.2.8 preceding for customers in service on or before October 20, 2000, whose service is not part of any unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not changed during the four service periods prior to October 20, 2000, shall be rated at the Discount Plus 1+ and Toll Free Access peak rates as set forth in 7.1.2.2 preceding. (N)

7.1.2.10 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:

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

7.1.2.11 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)

7.1.2.12 A Freedom Plan Plus customer in service on or after October 5, 2000 whose service is not part of an unexpired term plan or rate guarantee and which is not subject to treatment procedures, and whose rates have not changed during the three service periods prior to October 5, 2000 shall have its rates adjusted to the next higher applicable Rate Category. Rate categories as set out in Section 7.1.2 are: (C)

Table 1

Rate Plan	Rate Category
Standard Plus 1+ and Toll Free Access (Per Section 7.1.2.1.)	VIII
Discount Plus 1+ and Toll Free Access (Per Section 7.1.2.2.)	VII
Discount Premier Plus 1+ and Toll Free Access (Per Section 7.1.2.3.)	VI
Choice Plus 1+ and Toll Free Access (Per Section 7.1.2.4.)	V
Volume Plus 1+ and Toll Free Access (Per Section 7.1.2.5.)	IV
Volume Premier 1+ and Toll Free Access (Per Section 7.1.2.6.)	III
Select Plus 1+ and Toll Free Access (Per Section 7.1.2.7.)	II
Ultimate Plus 1+ and Toll Free Access (Per Section 7.1.2.8.)	I

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SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.21 Customer Advantage Plans ("CAPs") (Cont'd)

6.21.5 Customer S&W Prepaid Advantage Plan (Cont'd)

6.21.5.3 Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any Customer which has received an S&W Card prior to the sunset date or Company's discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline).

6.21.5.4 Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section 6.21.5.1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 6.20 preceding.

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SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.21 Customer Advantage Plans (Cont'd)

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

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

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

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SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.21 Customer Advantage Plans (Cont'd)

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

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

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than \$50.00;
- have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
- have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related eighth, twelfth, eighteenth, twenty-first, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under 6.21.6.1, preceding.

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Intrastate Competitive Telecommunications Service Tariff

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SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.21 Customer Advantage Plans (Cont'd)

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

6.21.6.2 (Cont'd)

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

Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 6.21.6.1 preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

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Intrastate Competitive Telecommunications Service Tariff

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

6.21 Customer Advantage Plans (Cont'd)

6.21.7 Customer "Welcome Aboard" Advantage Plan

For new Customers who meet the eligibility requirements of Section 6.21.1 preceding, the Company will waive the ECU rate component during Business Day hours only, and for 1+ and toll free access calls only, for the first and second invoices within the regular billing cycle. Company's standard tariff rate methodology applies from and after the third invoice.

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SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.22 Service Term Invoice Free Credit. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 6.22.2 shall receive the Service Term Invoice Free Credit.

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

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

- A. Have initiated service under a QuantumLink Communications Plan;
- B. Have current usage which exceeds the established minimum monthly usage levels for the applicable QuantumLink Communications Plan;
- C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D. Have received five months of consecutive and uninterrupted service preceding each credit invoice;
- E. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and, (C)
- F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 6.22.1, preceding.

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

- 6.23 Service Term Invoice Free Credit II.** New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 6.23.2 shall receive the Service Term Invoice Free Credit II.
- 6.23.1 Credit.** For the entire service term of each new customer or customer that qualifies as either a "save" or "winback" customer, a continuing periodic credit shall be given in the invoice following each consecutive three months of uninterrupted service ("credit invoice") equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for three months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- 6.23.2 Eligibility.** To be eligible for the Service Term Invoice Free Credit II, each customer must:
- A.** Have initiated service under a QuantumLink Communications Plan;
 - B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable QuantumLink Communications Plan;
 - C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
 - D.** Have received three months of consecutive and uninterrupted service preceding each credit invoice;
 - E.** Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,
 - F.** Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 6.23.1, preceding.

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Intrastate Competitive Telecommunications Service Tariff

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SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.24 Cross Over Special Service Offers

6.24.1 Cross Over Credit (COC)

- A.** To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Credit" or "COC" equal to 5% of the customer's usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.
- B. Limitations and Disclaimers**
- The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
 - If earned, as specified in Section 6.24.1.A preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.
 - This credit is not available with Company's offering set forth in Section 6.24.2 following.
 - The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).
 - A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

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Intrastate Competitive Telecommunications Service Tariff

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SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.24 Cross Over Special Service Offers (Cont'd)

6.24.2 Cross Over Century Card (COCC)

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

B. Limitations and Disclaimers

- This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
- The COCC card will be issued following Customer's commencement of service.
- This offer is not available with Company's 5% credit offer set forth in Section 6.24.1 preceding.
- The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.
- Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.

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Intrastate Competitive Telecommunications Service Tariff

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SECTION 6
"SIGNATURE" SERVICES (Cont'd)

6.24 Cross Over Special Service Offers (Cont'd)

6.24.2 Cross Over Century Card (COCC) (Cont'd)

B. (Cont'd)

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

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

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

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Affinity Network Incorporated
d/b/a QuantumLink Communications
Tariff Office, 3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: November 17, 2000

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Arizona Tariff No. 2
First Revised Sheet 57
Cancels Original Sheet 57

Effective: December 18, 2000

Intrastate Competitive Telecommunications Service Tariff

SECTION 7

RESERVED FOR FUTURE USE

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

7.2 Non-Voice Communications

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

7.3 Save/Winback Off-Peak/Non-Business Day Adjustments.

Customers whose rates are adjusted pursuant to Section 7.1.2.9 preceding and who then qualify as a "save" or "winback" customer are eligible to be rerated to the off-peak rate prior to any applicable adjustment made pursuant to Section 7.1.2.9.

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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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Intrastate Competitive Telecommunications Service Tariff

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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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Intrastate Competitive Telecommunications Service Tariff

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 Sections 3.2, 8.1.8, 8.1.6.5, 8.1.6.10 and 8.1.6.16 apply. HorizonOne Communications Plan rates are as follows:

8.1.6.1 Basic Q Rate Plan

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

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
Peak/Business Day	\$0.0624	\$0.0208	\$0.060
Off-Peak/Non-Business Day	\$0.0624	\$0.0208	\$0.060

8.1.6.2 Classic Q Rate Plan

Classic Q rates are provided to those customers whose minimum monthly intrastate usage is between \$5.00 and \$9.99 at the following rates:

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

8.1.6.3 Classic 2 Rate Plan

Classic 2 rates are provided to customers whose minimum monthly intrastate usage is between \$10.00 and \$14.99 at the following rates:

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	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
Peak/Business Day	\$0.0447	\$0.0149	\$0.031
Off-Peak/Non-Business Day	\$0.0447	\$0.0149	\$0.031

8.1.6.4 Classic 1 Rate Plan

Classic 1 rates are provided to customers whose minimum monthly intrastate usage is between \$15.00 and \$19.99 at the following rates:

(C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
Peak/Business Day	\$0.0417	\$0.0139	\$0.029
Off-Peak/Non-Business Day	\$0.0417	\$0.0139	\$0.029

8.1.6.5 Universal Rate Plan

Universal rates are provided to customers whose minimum monthly intrastate usage is between \$20.00 and \$24.99 at the following rates:

(C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>	<u>Maximum ICU Rate</u>
Peak/Business Day	\$0.0387	\$0.0129	\$0.027
Off-Peak/Non-Business Day	\$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 <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>	Maximum ICU <u>Rate</u>
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 <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>	Maximum ICU <u>Rate</u>
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 <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>	Maximum ICU <u>Rate</u>
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 <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>	Maximum ICU <u>Rate</u>
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 <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>	Maximum ICU <u>Rate</u>
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

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

8.1.7 Limited-Class Switched Rates

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

A. D-1/D-2/D-3 Rate Plan

D-1/D-2/D-3 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

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

B. D-4 Rate Plan

D-4 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

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

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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

SECTION 8 - HorizonOne Communications Plan (Cont'd)

8.3 HorizonOne Communications "International Plan." Customers choosing the HorizonOne Communications International Plan under Company's Tariff F.C.C. No. 3 are provided service pursuant to the same rates, terms, and conditions as apply under the original HorizonOne Communications Plan set forth in Section 8.1 preceding except that HorizonOne Communications International Plan customers are eligible for Company's "Invoice Free" offerings as specified following.

8.3.1 9th Invoice Free Bonus Incentive. Customers who meet the eligibility requirements set forth in 8.3.1.2 will receive a credit on their 9th invoice as provided following.

8.3.1.1 9th Invoice Free Terms. For any nine invoices covering at least one day and eight months of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly usage and non-usage charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive nine month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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8.3.1.2 Eligibility. To be eligible for a 9th Invoice Free Bonus, each Customer must have initiated HorizonOne Communications International Plan service; have current usage which exceeds the established minimum monthly usage levels set forth in section 6.15.1 of Company's Tariff FCC No. 4; have no record of nonpayment in any of the preceding consecutive eight month period of service; have received eight consecutive and uninterrupted invoices over the preceding eight month period; have selected the 9th invoice credit prior to the first day in the period of service covered by Customer's ninth invoice; and pay all charges rendered in Customer's ninth invoice in excess of the amount of the applicable credit as calculated under 8.3.1.1 preceding.

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Intrastate Competitive Telecommunications Service Tariff

SECTION 8 - HorizonOne Communications Plan (Cont'd)

8.3 HorizonOne Communications "International Plan" (Cont'd)

8.3.2 13th Invoice Free Bonus Incentive. Customers who meet the eligibility requirements set forth in 8.3.2.2 will receive a credit on their 13th invoice as provided following.

8.3.2.1 13th Invoice Free Terms. For any thirteen invoices covering at least one day and twelve months of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly usage and non-usage charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive thirteen month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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8.3.2.2 Eligibility. To be eligible for a 13th Invoice Free Bonus, each Customer must have initiated HorizonOne Communications International Plan service; have current usage which exceeds the established minimum monthly usage levels set forth in section 6.15.1 of Company's Tariff FCC No. 4; have no record of nonpayment in any of the preceding consecutive eight month period of service; have received twelve consecutive and uninterrupted invoices over the preceding twelve month period; have selected the 13th invoice 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 8.3.2.1 preceding.

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Intrastate Competitive Telecommunications Service Tariff

SECTION 8 - HorizonOne Communications Plan (Cont'd)

8.3 HorizonOne Communications "International Plan" (Cont'd)

8.3.3 9th and 13th Invoices Free Bonus Incentive. Customers who meet the eligibility requirements set forth in 8.3.3.2 will receive credits on their 9th and 13th invoices as provided following.

8.3.3.1 9th and 13th Invoices Free Terms. For any nine invoices covering at least one day and eight months of consecutive uninterrupted service, if then immediately followed by any four additional invoices covering a total period of at least one day and twelve months of consecutive uninterrupted service, credits shall be calculated equal to the lower of either (i) the average of the Customer's monthly usage and non-usage charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive nine month period and the immediately following four month (total thirteen months) period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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8.3.3.2 Eligibility. To be eligible for the 9th and 13th Invoices Free Bonus, each Customer must have initiated HorizonOne Communications International Plan service; have current usage which exceeds the established minimum monthly usage levels set forth in section 6.15.1 of Company's Tariff FCC No. 4; have no record of nonpayment in any of the preceding consecutive months of service; have received nine consecutive and uninterrupted invoices over the preceding nine month period followed by an additional four months of consecutive uninterrupted invoices (total of thirteen invoices); have selected the 9th invoice credit prior to the first day in the period of service covered by Customer's ninth invoice; and then have selected the 13th invoice 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 8.3.3.1 preceding.

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Intrastate Competitive Telecommunications Service Tariff

SECTION 8 - HorizonOne Communications Plan (Cont'd)

8.3 HorizonOne Communications "International Plan" (Cont'd)

8.3.4 9th and 18th Invoices Free Bonus Incentive. Customers who meet the eligibility requirements set forth in 8.3.4.2 will receive credits on their 9th and 18th invoices as provided following.

8.3.4.1 9th and 18th Invoices Free Terms. For any nine invoices covering at least one day and eight months of consecutive uninterrupted service, if then immediately followed by any nine additional invoices covering a total period of at least one day and seventeen months of consecutive uninterrupted service, credits shall be calculated equal to the lower of either (i) the average of the Customer's monthly usage and non-usage charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive nine month period and the immediately following nine month (total eighteen months) period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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8.3.4.2 Eligibility. To be eligible for the 9th and 18th Invoices Free Bonus, each Customer must have initiated HorizonOne Communications International Plan service; have current usage which exceeds the established minimum monthly usage levels set forth in section 6.15.1 of Company's Tariff FCC No. 4; have no record of nonpayment in any of the preceding consecutive months of service; have received nine consecutive and uninterrupted invoices over the preceding nine month period followed by an additional nine months of consecutive uninterrupted invoices (total of eighteen invoices); have selected the 9th invoice credit prior to the first day in the period of service covered by Customer's ninth invoice; and then have selected the 18th invoice credit prior to the first day in the period of service covered by Customer's eighteenth invoice; and pay all charges rendered in Customer's eighteenth invoice in excess of the amount of the applicable credit as calculated under 8.3.4.1 preceding.

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Intrastate Competitive Telecommunications Service Tariff

SECTION 8 - HorizonOne Communications Plan (Cont'd)

8.11 Customer Advantage Plans ("CAPs") (Cont'd)

8.11.2 Customer 6th and 12th Invoice Advantage Plan

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

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

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

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
- have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
- have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
- pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under 8.11.2.1, preceding.

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Effective: February 19, 2001

Intrastate Competitive Telecommunications Service Tariff

SECTION 8 - HorizonOne Communications Plan (Cont'd)

8.11 Customer Advantage Plans ("CAPs") (Cont'd)

8.11.3 Customer 6th, 10th, and 14th Invoice Advantage Plan

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

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

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8.11.3.2 Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9, and 13 months) of service;
- have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
- have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under 8.11.3.1, preceding.

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Intrastate Competitive Telecommunications Service Tariff

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SECTION 8 - HorizonOne Communications Plan (Cont'd)

8.11 Customer Advantage Plans ("CAPs") (Cont'd)

8.11.4 Customer "Thanks for Taking the Time" Advantage Plans

8.11.4.1 "Thanks for Taking the Time" - 1 ("TTT-1") Advantage Plan

On and after July 7, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-1") service promotion.

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

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

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

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.232	\$0.232

8.11.4.1.3 Availability. Company's TTT-1 service promotion is available on and after July 7, 2000 until January 7, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

Intrastate Competitive Telecommunications Service Tariff

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SECTION 8 - HorizonOne Communications Plan (Cont'd)

8.11 Customer Advantage Plans ("CAPs") (Cont'd)

8.11.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)

8.11.4.1 "Thanks for Taking the Time" - 1 ("TTT-1") Advantage Plan (Cont'd)

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

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Effective: July 7, 2000

SECTION 8 - HorizonOne Communications Plan (Cont'd)

8.11 Customer Advantage Plans (Cont'd)

8.11.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)

8.11.4.2 "Thanks for Taking the Time" - 2 ("TTT-2") Advantage Plan

On and after July 7, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" service promotion. (C)

8.11.4.2.1 Card Denominations. Under this promotion, a Company debit card is available in a single \$250 denomination based on the end user's monthly volume of usage. (T)

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

8.11.4.2.2 Rates. The rates for calls using the Company's TTT service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment. (T)

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.232	\$0.232

8.11.4.2.3 Availability. Company's TTT service promotion is available on and after July 7, 2000 until January 7, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company. (T)
(C)

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Effective: July 7, 2000

SECTION 8 - HorizonOne Communications Plan (Cont'd)

8.11 Customer Advantage Plans (Cont'd)

8.11.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)

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

8.11.4.2.4 Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT Card prior to the sunset date or Company's discretionary withdrawal of the TTT Card promotion shall receive service until its TTT Card calling capacity is exhausted by use or specified usage deadline. Each TTT Card expires one (1) year from date of activation. (T)

8.11.4.2.5 Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in Section 8.11.4.2.1 preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 8.10 preceding. (T)

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SECTION 8 - HorizonOne Communications Plan (Cont'd)

8.11 Customer Advantage Plans (Cont'd)

8.11.5 Customer S&W Prepaid Advantage Plan

On and after July 7, 2000, any customer which qualifies as a “save” or “winback” customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the “saved” or “wonback” Customer’s immediately preceding full month’s (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis. (C)

Table

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

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

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

Minimum Call Unit <u>@ 60 seconds or Fraction</u>	Incremental Call Unit <u>@ 60 seconds or Fraction</u>
\$0.232	\$0.232

8.11.5.2 Availability. Company’s S&W Card service promotion is available on and after July 7, 2000 until January 7, 2001 (“sunset date”) unless sooner terminated in the sole and exclusive discretion of Company. (C)

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SECTION 8 - HorizonOne Communications Plan (Cont'd)

8.11 Customer Advantage Plans (Cont'd)

8.11.5 Customer S&W Prepaid Advantage Plan (Cont'd)

8.11.5.3 Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any Customer which has received an S&W Card prior to the sunset date or Company's discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline).

8.11.5.4 Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section 8.11.5.1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 8.10 preceding. (C)

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Intrastate Competitive Telecommunications Service Tariff

SECTION 8 - HorizonOne Communications Plan (Cont'd)

(T)

8.11 Customer Advantage Plans (Cont'd)

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

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

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

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Intrastate Competitive Telecommunications Service Tariff

SECTION 8 - HorizonOne Communications Plan (Cont'd)

8.11 Customer Advantage Plans (Cont'd)

8.11.7 Customer "Welcome Aboard" Advantage Plan

For new Customers who meet the eligibility requirements of Section 8.11.7 preceding, the Company will waive the ECU rate component during Business Day hours only, and for 1+ and toll free access calls only, for the first and second invoices within the regular billing cycle. Company's standard tariff rate methodology applies from and after the third invoice.

8.11.8 Save/Winback Off-Peak/Non-Business Day Adjustments.

Customers whose rates are adjusted pursuant to Section 8.1.6.10 preceding and who then qualify as a "save" or "winback" customer are eligible to be rerated to the rates prior to any applicable adjustment made pursuant to Section 8.1.6.10.

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Certain Material Formerly Appearing On This Sheet Now Appears On Original Sheet 38.1

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Intrastate Competitive Telecommunications Service Tariff

SECTION 8 - HorizonOne Communications Plan (Cont'd)

8.11 Customer Advantage Plans (Cont'd)

8.11.9 Service Term Invoice Free Credit. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 8.11.9.2 shall receive the Service Term Invoice Free Credit.

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

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

- A. Have initiated service under a HorizonOne Communications Plan;
- B. Have current usage which exceeds the established minimum monthly usage levels for the applicable HorizonOne Communications Plan;
- C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D. Have received five months of consecutive and uninterrupted service preceding each credit invoice;
- E. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and,
- F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 8.11.9.1, preceding.

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Intrastate Competitive Telecommunications Service Tariff

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SECTION 8 - HorizonOne Communications Plan (Cont'd)

- 8.12 Service Term Invoice Free Credit II.** New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 8.12.2 shall receive the Service Term Invoice Free Credit II.
- 8.12.1 Credit.** For the entire service term of each new customer or customer that qualifies as either a "save" or "winback" customer, a continuing periodic credit shall be given in the invoice following each consecutive three months of uninterrupted service ("credit invoice") equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for three months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- 8.12.2 Eligibility.** To be eligible for the Service Term Invoice Free Credit II, each customer must:
- A. Have initiated service under a QuantumLink Communications Plan;
 - B. Have current usage which exceeds the established minimum monthly usage levels for the applicable QuantumLink Communications Plan;
 - C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
 - D. Have received three months of consecutive and uninterrupted service preceding each credit invoice;
 - E. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,
 - F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 8.12.1, preceding.

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Intrastate Competitive Telecommunications Service Tariff

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SECTION 8 - HorizonOne Communications Plan (Cont'd)

8.13 Cross Over Special Service Offers

8.13.1 Cross Over Credit (COC)

- A.** To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Credit" or "COC" equal to 5% of the customer's usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.
- B. Limitations and Disclaimers**
- The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
 - If earned, as specified in Section 8.13.1.A preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.
 - This credit is not available with Company's offering set forth in Section 8.13.2 following.
 - The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).
 - A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

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Intrastate Competitive Telecommunications Service Tariff

* ALL MATERIAL ON THIS PAGE IS NEW *

SECTION 8 - HorizonOne Communications Plan (Cont'd)

8.13 Cross Over Special Service Offers (Cont'd)

8.13.2 Cross Over Century Card (COCC)

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

B. Limitations and Disclaimers

- This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
- The COCC card will be issued following Customer's commencement of service.
- This offer is not available with Company's 5% credit offer set forth in Section 8.13.1 preceding.
- The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.
- Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.

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Intrastate Competitive Telecommunications Service Tariff

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SECTION 8 - HorizonOne Communications Plan (Cont'd)

8.13 Cross Over Special Service Offers (Cont'd)

8.13.2 Cross Over Century Card (COCC) (Cont'd)

B. (Cont'd)

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

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

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

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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)**

9.2 Winback Rate

Customers who qualify as a "save" or "winback" customer, and who Company determines that, but for the availability of an alternative rate, Company would not be able to retain an existing customer ("save"), or would not be able to winback a prior customer already having switched its services to another carrier ("winback"), may be eligible for the rate of \$0.079 cents per call unit. Company may 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 this winback rate.

9.3 Dedicated Rates

The following rates are available to Customers with T-1 access lines. Carrier offers services under this tariff based on the Rate Plans and Rate Categories in Table 2. All calls under this plan are subject to an eighteen (18) second minimum and billed in six (6) second increments.

Table 2

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
II	D-1/2/3	\$0.1090	\$0.0327	\$0.0109	\$25.00
I	D-4	\$0.0990	\$0.0297	\$0.0099	\$50.00

9.4 Calling Card Rate

Calling Cards may be issued by the Company at a Customer's request for the purpose of making intrastate calls. The rates for calling card calls, which are not associated with other services, are time of day sensitive. The charges, which are accrued, are billed on the Customer's next invoice at the following rate:

Peak/Business Day \$0.232 cents per call unit
Off-Peak/Non-Business Day \$0.208 cents per call unit

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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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Intrastate Competitive Telecommunications Service Tariff

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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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Intrastate Competitive Telecommunications Service Tariff

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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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