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## TITLE SHEET

### ARIZONA TELECOMMUNICATIONS TARIFF

This tariff applies to the intrastate resale telecommunication service furnished by America Net, between one or more points in the State of Arizona. This tariff is on file with the State Department of Public Utilities of and copies may be inspected, during normal business hours, at the Company's principal place of business hours, at the Company's principal place of business at 3435 Wilshire Blvd., Los Angeles CA 90010.  
800-699-3232

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Effective: January 25, 2001

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America Net, LLC  
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Los Angeles, CA 90010  
800-699-3262

APPROVED FOR FILING

DECISION #: 62917

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CHECK SHEET

The Title Page and pages listed below of this tariff are effective as of the date show at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

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CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NONE

OTHER PARTICIPATING CARRIERS

NONE

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EXPLANATION OF SYMBOLS

- C To signify changed listing, rules, or conditions which may affect rates or charges.
- D To signify discontinued material, including listing, rates, rule or conditions.
- I To signify an increase
- M To signify material relocated from or to another part of tariff schedule with no change in text, rates, rule or condition.
- N To signify new material including listing, rate, rule or condition.
- R To signify reduction sign
- S To signify reissued material
- T To signify change in working of text but not change in rate, rule, or condition

## Explanation of Abbreviations

- LATA Local access and Transport Area. A geographic area established by the US District Court for the District of Columbia in civil Action No. 17-49, within which a Local Exchange Company provides communications services.
- LEC Local Exchange Company
- NECA National Exchange Carriers Association

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DEFINITIONS

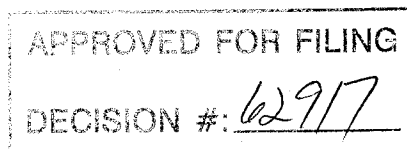
Access Line	An arrangement which connects the Customer's telephone to an America Net designated switching center or point of presence
Authorization Code	A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's travel Service network to identify the caller and validate the caller's authorization to use the services provided.
Authorized User	A person, firm, corporation, or any other entity authorized by the Customer to Communicate, utilizing the Carrier's service.
Commission	The Arizona State Department of Public Utilities.
Company or Carrier	America Net unless otherwise clearly indicated by context.
Customer	The person, firm, corporation or other entity which orders, cancels, amends or uses service under this tariff and is responsible for payment of charges and compliance with the Company's tariff.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

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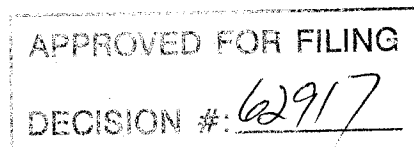
Equal Access -	A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Pre-subscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.
User -	The calling party utilizing the services of America Net and responsible for the payment of charges.
V & H Coordinates-	Geographic points which define the originating and terminating points of 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.
Premises-	The physical space designated by the Customer for the terminating of the Company's service.
Serving Wire Center-	A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.
Switched Access Original/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.

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**SECTION II - RULES AND REGULATIONS**

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**2.1 Undertaking of America Net**

America Net's services and facilities are furnished for communications originating within Arizona under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

America Net arranges for installation, operation and maintenance of the communications services provided in this tariff for Customer in accordance with the terms and conditions set forth in this tariff. America Net may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized to do so by the Customer, to allow connection of a Customer's location to the America Net network.

**2.2 Use**

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

**2.3 Limitations****2.3.1**

Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing services in accordance with the terms of the tariff.

**2.3.2**

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

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SECTIONS II - RULES AND REGULATIONS, (Cont'd)

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2.3.3 The Company does not undertake to transmit messages, but offers to use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.

2.3.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standard, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by America Net in its reasonable judgment. Assignment or Transfer.  
All services provided under this tariff is directly or indirectly controlled by the company and neither the Customer nor its Authorized Users may transfer or assign use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignee's, as well as all conditions of service.

2.4 Liability

2.41 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants or employees in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring or changing, the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

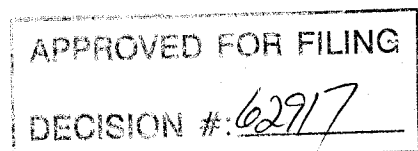
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**SECTION II - RULES AND REGULATIONS, (Cont'd)**

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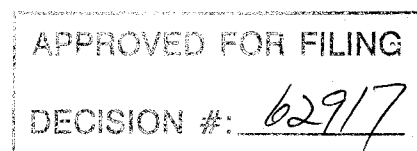
- 2.4.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.4.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employee.
- 2.4.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action, or request of the United State or Arizona government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.
- 2.4.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents or Authorized Users, or by facilities or equipment provided by the Customer. The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:
- (a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over the Company's facilities or equipment:

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## SECTION II AND REGULATIONS, (Cont'd)

- (b) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- (c) All other claims (including without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

### 2.5 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to expiration of the minimum period, charges are applicable, whether the service is use or not.

### 2.6 Billing and Payment for Services

#### 2.6.1 Responsibility for Charges

Charges for installations, service connections, moves, rearrangements and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for service and equipment furnished to the Customer for transmission of calls via the Company.

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**SECTION II - RULES AND REGULATIONS, (Cont'd)**

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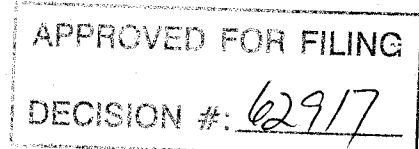
- 2.6.2 Payment for Service**  
All charges due by the Customer are payable to the Company or any agent authorized to receive such payments. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.6.3 Late Payment Fees**  
The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance.
- 2.6.4 Return Check Charges**  
The Company reserves the right to assess a return check charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

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## SECTION II - RULES AND REGULATIONS, (Cont'd)

### 2.8 Advance Payments/Advance Deposit

If at some future date, America Net wants to charge Customer any prepayments advances, or deposits, America Net must file information with the Arizona Commission that demonstrates that America Net financial viability. After the Arizona commissions reviews the financial viability can make a determination concerning the financial viability of America Net if it is allow to take or not an advance payment or deposit.

### 2.9 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his/her or its premises, including personnel, wiring, electrical power and the like, incurred in the use of America Net's service. When such terminal equipment is used, the equipment shall comply with the general accepted minimum protective criteria standards of the telecommunications industry.

### 2.10 Interconnection

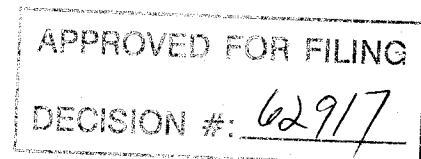
- 2.10.1 Service furnished by the Company may be interconnected with services of facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other carriers or systems. The Company does not undertake to provide any special facilities, equipment, or service to enable the Customer to interconnect the facilities or equipment of the Company with facilities of other common carriers or with private systems.

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**SECTION II RULES AND REGULATIONS, (Cont'd)**

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- 2.10.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariff.

2.11 Inspection, testing and adjustment

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.12 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his, her or its control, or is not in wiring or equipment, if any furnished by Customer.

For purposes of credit computation every month shall month shall be considered to have thirty (30) days. The Customer shall be credited for an interruption of one day (24hours) or more at the rate of one-thirtieth (1/30th) of the monthly charge for the service(s) affected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A= Outage time in days

B= Total month charge for the affected service(s)

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**SECTION II - RULES AND REGULATIONS, (Cont'd)****2.13 Cancellation by the Customer**

The Customer may have service discontinued upon written notice to the Company. The company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

**2.14 Refusal or Discontinuance by the Company**

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

**2.14.1** For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than thirty (30) days overdue.

**2.14.2** For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two (2) attempts at collection, shall be subject to discontinuance of service in the same manner as provided for non-payment of overdue charges.

**2.14.3** For Lack of Use: The Company, by written notice to the Customer may discontinue service in the same manner as provided for non-payment of overdue charges if after sixty (60) days the service has not been used. For any violation of law or of any provisions governing the furnishing of service under this tariff. The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

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## SECTION II - RULES AND REGULATIONS, (Cont'd)

2.14.4 For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with an order or request of any governmental authority having jurisdiction.

2.14.5 For unauthorized or unlawful use of Travel Service number and Authorization Codes: Travel Service numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice.

### 2.15 Restoration of Service

If Service has been discontinued for non-payment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise the discontinuance (if other than non-payment) is corrected.

### 2.16 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

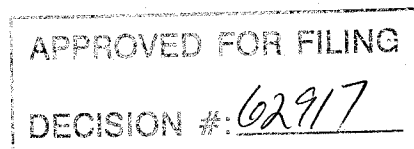
2.16.1 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

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## SECTION II - RULES AND REGULATIONS, (Cont'd)

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- 2.16.2 A distinctive recorder tone must be repeated at interval of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.
- 2.16.3 The requirements of 2.18.1 and 2.18.2 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

### 2.17 Termination by Customer

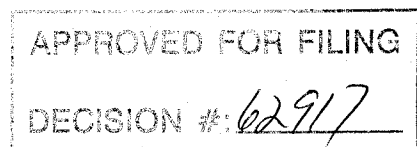
- 2.17.1 Customer may cancel service by providing thirty days written notice to America Net.

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**SECTION III - SERVICE DESCRIPTIONS AND RATES**

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**3.1 General**

America Net offers direct dialed (1+) service, inbound toll-free number service, for communications originating and termination within Arizona under terms of this tariff. Direct dial service is offered for originating locations within Arizona. Inbound toll free service is available to Customers served form locations in Arizona. Originating locations for calls placed to the Company's toll-free number services must be within Arizona. Customers are billed based on their use of America Net's network and services.

**3.2 Timing of Calls**

Billing for calls placed over America Net's network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

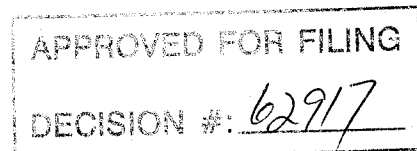
- 3.2.1 Call timing begins when the called party answers the call (e.i., when two-way communications are established) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.

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**SECTION III - SERVICES DESCRIPTION AND RATES**

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**3.2 Timing of calls (Cont'd)**

3.2.4 For billing purposes, usage after the initial period varies by service and is specified by product or option in subsequent sections of this tariff.

3.2.5 The Company will not bill for unanswered calls. When the Customer indicates that he/she was billed for an incomplete call, America Net will reasonably issue credit for the call.

**3.3 Rate Periods**

3.3.1 The following rate periods apply:

Daytime Rate period is 8:00am to 5:00pm \*on Monday through Friday.

Evening Rate Period is 5:00pm to 11:00pm\* on Monday through Friday.

Night/Weekend Rate Period is all times the are not included in the Daytime Rate Period or the Evening Rate Period.

(\*) Up to but including.

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**SECTION III - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

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**3.3.2 Holidays Rates**

For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The Evening Rate is used on national holidays, unless a lower rate would apply.

New Year's Day	January 1
Independence Day	July 4
Labor	1st Monday in September
Thanksgiving Day	4th Thursday of November
Christmas Day	December 25

**3.3.3** Calls are billed based on the rate in effect at the time that the call begins. Calls that cross rate period boundaries are billed the rate in effect at the beginning of the call for the duration of the entire call.

**3.4 Outbound Long Distance Service**

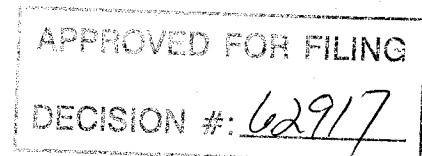
America Net Outbound Long Distance Service is a "1+" direct dial service available for Customer use 24 hours a day, seven days a week. Service is accessed through standard business or residential switched access lines. The Customer is responsible for obtaining suitable access from the Customer's local exchange carrier. All costs incurred in the installation and use of local access lines is the responsibility of the Customer. Calls may originate from any valid exchange in Arizona and terminate at a Arizona location.

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**SECTION III - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

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**3.4 Outbound Long Distance Service(Cont'd)**

America Net Outbound long distance service is a pre-paid, flat rate minimum offering with a volume discount to be billed after excess usage is determined. For billing purposes, outbound long distance service from all switched access lines and Inbound Toll-Free number service used by a Customer are aggregate. There is no credit if the minimum of 180 minutes is not used in a month. For billing purposes, call timing is rounded up to the next one-tenth minute increment after a minimum initial period of one-half minute. Time of day and holiday discounts does not apply.

MONTHLY RECURRING CHARGES: \$3.50  
USAGE CHARGES:

FLAT RATE FOR MINIMUM OF 180 MINUTES OF COMBINED  
INTERSTATE, INTRASTATE AND INBOUND TOLL-FREE

NUMBER SERVICE LONG DISTANCE  
MONTHLY. \$35.00

PER MINUTE RATES OF INTERSTATE, INTRASTATE AND  
INBOUND TOLL-FREE NUMBER SERVICE LONG DISTANCE, THE  
ACTUAL AND MAXIMUM RATE TO BE CHARGE IS AS FOLLOWS:

INTRASTATE, DAY, EVENING AND NIGHT/WKND \$0.26

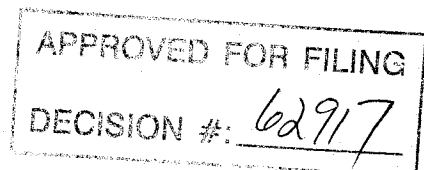
INTERSTATE, DAY, EVENING AND NIGHT/WKND \$0.19

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SECTION III - SERVICE DESCRIPTIONS AND RATES (Cont'd)3.5 Inbound Toll-Free Number Service

Except for intra-LATA long Distance, which requires dialing and access code, America Net's Inbound Toll-Free Number Service is an 800/888 number service available for Customer use twenty-four (24) hours a day, seven days a week. Service is terminated through switched access lines. Calls may originated from any valid exchange in Arizona and terminate to the Customer's location in Arizona at no charge to the calling party.

America Net's Inbound Toll-Free Number Service is a pre-paid, flat rate minimum offering with a volume discount to be billed after excess usage is determined. For billing purposes, Outbound Long Distance Service from all switched access lines and Inbound Toll-Free Number Service used by a Customer are aggregated. For billing purposes, call timing is rounded up to the next one-tent minute increment after a minimum initial period of one-half minute. Times of day and holiday discount do not apply.

MONTHLY RECURRING CHARGES: \$3.50

USAGE CHARGES:

FLAT RATE FOR MINIMUM OF 180 MINUTES OF COMBINED INTERSTATE,  
INTRASTATE AND INBOUND TOLL-FREE.

NUMBER SERVICE LOND DISTANCE

MONTHLY \$35.00

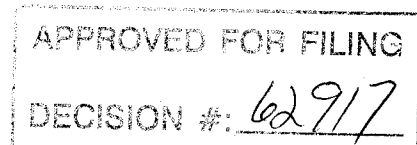
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Issued January 25, 2001

Effective: January 25, 2001

John Shaikh, President  
America Net, LLC  
3435 Wilshire Blvd., Ste.1090  
Los Angeles, CA 90010  
800-699-3262



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**SECTION II - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

PER MINUTE RATE OF INTRERSTATE, INTRASTATE AND INBOUND TOLL-FREE NUMBER SERVICE LOND DISTANCE THE ACTUAL AND MAXIMUM RATE TO BE CHARGE IS AS FOLLOWS:

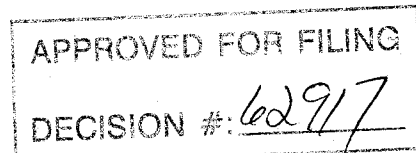
INTRASTATE, DAY, EVENING AND NIGHT/WKND	\$0.26
INTERSTATE , DAY, EVENING AND NIGHT/WKND	\$0.19

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800-699-3262



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**SECTION IV - MISCELLANEOUS SERVICES AND RATES**

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**4.1 Directory Assistance**

Directory Assistance is available to Customer of America Net. Directory Assistance charges apply to each call to the Directory Assistance Bureau. Up to two request may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

DIRECTORY ASSISTANCE, PER CALL                      \$ 0.85

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APPROVED FOR FILING
DECISION #: <u>62917</u>



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**SECTION -V- PROMOTIONS****5.1 General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the non-recurring or recurring Charges for the Customer (if eligible) of target serves for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

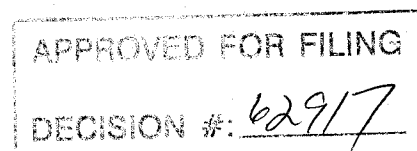
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**SECTION VI - CONTRACT SERVICES**

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**6.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may including discounts off rates contained herein, waiver of recurring and non-recurring charges, charges for specially designed and constructed service not contained in the company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type or originating or terminating access, mixture of service or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

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DECISION #: 62917

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OR

(RESERVED FOR FUTURE USE)

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Effective: January 25, 2001

John Shaikh, President  
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3435 Wilshire Blvd., Ste. 1090  
Los Angeles, CA 90010  
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APPROVED FOR FILING  
DECISION #: 62917

ORIGINAL

REGULATIONS AND SCHEDULE OF CHARGES  
APPLYING TO INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS  
SERVICE BETWEEN POINTS IN THE STATE OF ARIZONA.

Intrastate Long Distance Message Telecommunications Service  
is furnished by means of wire, radio, satellite  
or any other suitable technology or combination thereof.

ADMINISTRATIVELY  
APPROVED FOR FILING

Issued: November 12, 1996

Effective Date: 3-2-00

Issued By:

Vice President - State Regulatory Matters  
360° Long Distance, Inc. d/b/a ALLTEL  
One Allied Drive  
Little Rock, Arkansas 72202

CHECK SHEET

The title sheet and sheets 1 through 30 inclusive of this tariff are effective as of the dates shown. (T)  
Original and revised sheets, as named below, comprise all changes from the original tariff in effect on the date indicated.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title	Original	21	Original
1	Fifth Revised*	22	First Revised
2	Original	23	Second Revised
3	Original	23.1	Original
4	Original	23.2	First Revised
5	Original	24	Second Revised
6	Original	25	Original
7	First Revised	26	First Revised
8	Original	27	Original
9	Original	28	First Revised
10	Original	29	Second Revised*
11	Original	30	Original*
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

\*Included in this filing

Issued: January 22, 2001

Effective Date: February 21, 2001

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Vice President - State Government Affairs  
360° Long Distance, Inc. d/b/a ALLTEL  
One Allied Drive  
Little Rock, Arkansas 72202

ADMINISTRATIVELY  
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Little Rock, Arkansas 72202

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ORIGINAL

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EFFECTIVE RATE SCHEDULE .....	Attached

ADMINISTRATIVELY  
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Little Rock, Arkansas 72202

TARIFF FORMAT

ORIGINAL

- A. **Sheet Numbering** - Sheet numbers appear in the left corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 13 and 14 would be 13.1.
- B. **Sheet Revision Numbers** - Sheet Revision Numbers also appear in the upper left corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. 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:

2  
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 Commission, 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., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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Little Rock, Arkansas 72202



EXPLANATION OF SYMBOLS

ORIGINAL

C - to signify a changed regulation.

D - to signify a discontinued rate or regulation.

I - to signify a rate increase.

M - to signify matter relocated without change.

N - to signify a new rate or regulation.

R - to signify a rate reduction.

S - to signify reissued matter.

T - to signify a change in text but no change in rate of regulation.

X - to signify a waiver of F.C.C.'s Rules.

Y - to signify reference to other published tariffs.

Z - to signify a correction.

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APPROVED FOR FILING

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360° Long Distance, Inc. d/b/a ALLTEL

One Allied Drive

Little Rock, Arkansas 72202

ORIGINAL

1. Application of Tariff

This tariff contains the regulations and rates applicable to the provision of Intrastate Long Distance Message Telecommunications Service ("LDMTS") as defined herein, by 360° Long Distance, Inc. d/b/a ALLTEL (the "Company"), from its Points of Presence to other points in the State of Arizona. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric, and like conditions.

2. Definitions

Certain terms used generally throughout this tariff are defined below:

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the service used so that the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Billed Party - The person or entity responsible for payment for use of the Company's services. For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate the call. In the case of a credit card call, the person or entity responsible for payment is the person to whom it is issued and the holder of the credit card used. In the case of third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the call. In the case of all Operator Assisted Calls not involving credit cards, third party calls or Room Charge Calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate the call.

ADMINISTRATIVE  
APPROVED FOR FILING

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One Allied Drive  
Little Rock, Arkansas 72202

2. Definitions (Cont'd)

Busy Line Interruption - A service that provides operator interruption of voice conversation in progress on a called line.

(N)

Busy Line Verification - A service that provides operator assistance in determining if a called line is in use.

(N)

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - A path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Commission - The Arizona Corporation Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Credit Card Call - A Direct Dialed or Operator Assisted Call for which charges are billed not to the originating telephone number, but to a credit card, such as Visa or MasterCard, or to a LEC or interexchange carrier calling card.

Customer - The person, partnership, association, joint stock company, trust, corporation, governmental entity or other entity, that is responsible for payment of charges and for compliance with this tariff.

Customer - Provided Facilities - All communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Direct Dialed Call - A telephone call which is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator. This includes calls forwarded by call forwarding equipment.

Exchange - A unit established by the Local Exchange Carrier for the administration of communications service in a specified area which usually embraces a city, town or village and its environments. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

FCC - Federal Communications Commission

Issued: July 5, 2000

Effective Date: August 4, 2000

Issued By:

Vice President - State Government Affairs

360° Long Distance, Inc. d/b/a ALLTEL

One Allied Drive

Little Rock, Arkansas 72202

ADMINISTRATIVELY  
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ORIGINAL

2. Definitions (Cont'd)

Local Exchange Carrier (LEC) - A telephone company which provides local telephone service to Customers within a defined exchange.

Long Distance Message Telecommunications Service - The furnishing of direct dialed and operator assisted switched services to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels from the Company's Points of Presence to points as specified herein.

Other Common Carrier - A common carrier, other than the Company, providing domestic or international communications service to the public.

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers which allow calls to be categorized for various applications.

Points of Presence - The sites where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company's network.

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public street or highway.

Services - Telecommunications services provided to a Customer or Authorized User by the Company.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering or any other form of intelligence.

Travel Card - A billing mechanism which enables a subscriber or customer to access the services of the carrier while away from home or office.

ADMINISTRATIVELY  
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Vice President - State Regulatory Matters  
360° Long Distance, Inc. d/b/a ALLTEL  
One Allied Drive  
Little Rock, Arkansas 72202

### 3. General Regulations

ORIGINAL

#### 3.1 Service Description

Intrastate Long Distance Message Telecommunications Service ("LDMTS") is offered to residential and business Customers of the Company to provide direct dialed calls placed between points in the United States. The Company provides switchless long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its services to its Customers for communications. All services are provided subject to the terms and conditions set out in this tariff.

#### 3.2 Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services concurrently with its own services for the provision of services offered herein.

#### 3.3 Availability of Services

3.3.1 Services are furnished subject to the availability of the Service components required. The Company will: (1) determine which of those components shall be used and (2) make modifications to those components at its option.

3.3.2 Services are available twenty-four hours per day, seven days per week.

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One Allied Drive  
Little Rock, Arkansas 72202

3. General Regulations (Cont'd)

ORIGINAL

3.4 Use of Services

3.4.1 The Company's Services may be used for any lawful purpose consistent with the transmission parameters of the telecommunications facilities utilized in the provision of the Services.

All such usage shall be subject to the provisions of this tariff and the applicable rules, regulations and policies of the Public Service Commission. Customers and Authorized Users are prohibited from using, and by their acceptance or use of Service agree not to use, the Services furnished by the Company for any unlawful purpose or for any purpose prohibited under the provisions of any regulatory order.

3.4.2 The use of the Company's Services to make calls which might reasonably be expected to frighten, abuse, torment or harass another, or in such a way as to unreasonably interfere with use by others, is prohibited.

3.4.3 The use of the Company's Services without payment for Service, and all attempts to avoid payment for Service by, for example, fraudulent means or devices, schemes, false or invalid numbers or false calling or credit cards, are prohibited.

3.5 Undertaking of the Company

The Company undertakes to provide Intrastate Long Distance Message Telecommunications Service in accordance with the terms and conditions set forth in this tariff.

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Little Rock, Arkansas 72202

3. General Regulations (Cont'd)

3.6 Liability of the Company

ORIGINAL

3.6.1 Except as stated in this Section 3.6, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff.

3.6.2 The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this tariff (including but not limited to mistakes, omissions, interruptions, delays, errors or other defects in transmission, or failures or defects in facilities furnished by the Company) or arising out of any failure to furnish Service, shall in no event exceed an amount of money equivalent to the proportionate charge to Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act or omission of Customer, or which arise from the use of Customer-provided facilities or equipment, shall not result in the imposition of any liability whatsoever upon the Company.

3.6.3 The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities which are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the services provided to Customer, the Company's liability shall be limited according to the provisions of Section 3.6.2 above.

3.6.4. No agents or employees of connecting, concurring or other participating carriers or Company shall be deemed to be agents or employees of the Company without written authorization.

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3. General Regulations (Cont'd)

ORIGINAL

3.6 Liability of the Company (Cont'd)

3.6.5 The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

3.6.6 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, regulation, directive, order or request of the United States Government, or any other government including state and local governments having any jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.

3.6.7 The Company shall not be liable for any act or omission of any other entity furnishing to the Customer Facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities.

ADMINISTRATIVELY  
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360° Long Distance, Inc. d/b/a ALLTEL  
One Allied Drive  
Little Rock, Arkansas 72202



3. General Regulations (Cont'd)

ORIGINAL

3.6 Liability of the Company (Cont'd)

3.6.8 The Company shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's Services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.

3.6.9 Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

3.7 Assignment

Customer shall not assign or transfer the use of the Company's Services except with the prior written consent of the Company in each and every instance. Consent to such assignment or transfer will not be unreasonably withheld.

3.8 Responsibilities of the Customer

3.8.1 The Customer is responsible for placing any necessary orders; for complying with tariff regulations; and for ensuring that Authorized Users comply with tariff regulations. The Customer is also responsible for the payment of charges for calls originated at the Customer's premises which are not collect, third party, or credit card calls.

3.8.2 The Customer must pay for the loss through theft of any of the Company's LDMTS services.

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Little Rock, Arkansas 72202

3. General Regulations (Cont'd)

ORIGINAL

3.9 Cancellation or Interruption of Services

3.9.1 Pursuant to Arizona Administrative Code ("A.C.C.") Rule R14-2-509(C), Termination of Service with Notice, upon ten (10) days' written notice and without incurring liability, the Company may discontinue Services to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted Services under the following conditions provided that the Customer shall be allowed a reasonable time in which to comply with the rule before service is disconnected:

- (a) For nonpayment of any sum due to Company for more than thirty days after issuance of the bill of the amount due provided that the telephone utility has made a reasonable attempt to effect collection and has given the Customer written notice that he has five days in which to make settlement on his account or have his service disconnected;
- (b) For violation of any of the provisions of this tariff;
- (c) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's Services; or
- (d) By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its Services.
- (e) For the Customer tampering with equipment furnished and owned by the Company.
- (f) For failure of the Customer to permit the Company reasonable access to its equipment.

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Little Rock, Arkansas 72202

3. General Regulations (Cont'd)

ORIGINAL

3.9 Cancellation or Interruption of Services (Cont'd)

3.9.2 Pursuant to A.C.C. Rule R14-2-509(B), Termination of Service Without Notice, the Company may discontinue Services to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted Services under the following conditions:

(a) The existence of an obvious hazard to the safety or health of the consumer or the general population or the Company's personnel or facilities.

(b) The Company has evidence of tampering or evidence of fraud.

3.9.3 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to certain points, or by blocking calls using certain Customer Authorization Codes, when the Company deems it necessary to take action to prevent unlawful use of its Service. The Company may restore service as soon as it can be provided without undue risk.

3.9.4 If, for any reason, Service is interrupted, the Customer will be charged only for the Service that was actually used.

3.9.5 Service will be terminated only on Monday through Friday between the hours of 8:00AM and 4:00PM, unless provisions have been made to have someone available to accept payment and reconnect service.

3.9.6 Without incurring liability, the Company may interrupt the provision of Services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of the Customer's and/or the Company's equipment and facilities, and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

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One Allied Drive  
Little Rock, Arkansas 72202

3. General Regulations (Cont'd)

ORIGINAL

3.9 Cancellation or Interruption of Services (Cont'd)

3.9.7 The Company will promptly honor a verbal or written Customer request for cancellation of service.

3.10 Calculation of Distance

All measured usage charges are based on the airline distance between rate centers associated with the originating and terminating points of the call.

3.11 Customer Service and Complaint Resolution

- (a) The Company will provide a toll-free customer service telephone number for Customer use.
- (b) The Company will handle all Customer complaints courteously and promptly. The Company will fully investigate and attempt to resolve Customer complaints in a timely manner and in full compliance with all Commission rules and regulations. In addition, the Company will notify all Customers making a complaint that the telephone utility is under the jurisdiction of the Commission and that the Customer may wish to contact the Commission about the complaint.

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Little Rock, Arkansas 72202

ORIGINAL

4. Payment and Credit Regulations4.1 Billing and Collection of Charges

Charges are due when billed, and are billed and collected by the Company or its authorized agent, or the connecting Company from whose service point the messages were sent paid or at whose service point the messages were received collect. The Company will not bill for incomplete calls.

4.2 Payment for Service

The Customer is responsible for payment of all charges for Services, including charges for Services originated or charges accepted at the Customers' Service point.

4.2.1 Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.

4.2.2 Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card issuing company or will be included on the Billed Party's local exchange telephone company bill.

4.2.3 Any applicable federal, state and local use, excise, sales or privilege taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's services hereunder to Customer shall be charged to and payable by Customer in addition to the rates indicated in this tariff.

4.2.4 The Customer shall remit payment of all charges in the return envelope supplied with the bill or to any agency authorized by the Company to receive such payment.

4.2.5 If the bill is not paid within thirty (30) calendar days following the mailing of the bill, the account will be considered delinquent.

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4. Payment and Credit Regulations (Cont'd)

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4.2 Payment for Service (Cont'd)

4.2.6 A delinquent account may subject the Customer's Service to temporary disconnection. The Company is responsible for notifying the Customer at least ten (10) days before Service is disconnected.

4.2.7 Failure to receive a bill which has been sent will not exempt a Customer from prompt payment of any sum or sums due the Company.

4.2.8 In the event the Company must employ the services of attorneys for collection of charges due under this tariff or under any contract for special services, Customer shall be liable for all costs of collection, including reasonable attorney's fees.

4.3 Deposits

4.3.1 Customer deposits may be required.

4.3.2 The fact that a deposit has been made, or a guarantee provided, shall in no way relieve the Customer from complying with the Company's and/or its agent's regulations as to the prompt payment of bills, nor does it constitute a waiver or modification of the regular practices of the Company or its agent providing the temporary suspension of the Service contract for non-payment of bills.

4.3.3 The amount of the deposit may be refunded at any time at the option of the Company, or it will be refunded at the termination of the Service after all outstanding charges have been paid in full by the Customer.

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4. Payment and Credit Regulations (Cont'd)

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4.4 Billing Entity Conditions

When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In the case of any disputed charges which cannot be resolved by the billing company, the Billed Party may contact the Company directly. If there is still a disagreement about the disputed amount after investigation and review by the Company or other service provider, the Billed Party may file an appropriate complaint with the Public Service Commission.

4.5 Denial of Access to Service by the Company

The Company expressly retains the right to immediately deny access to its Services without incurring any liability for any of the following reasons:

- (a) Nonpayment of any sum due for service provided hereunder, where Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to Customer's last known address;
- (b) Customer's acts or omissions which constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual or threatened interference to the Company's operations or its furnishing of services. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to service; or
- (c) The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

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4. Payment and Credit Regulations (Cont'd)

ORIGINAL

4.5 Denial of Access to Service by the Company (Cont'd)

- (d) Where Customer has failed or neglected to tender any additional or required security deposit within ten (10) days of demand by the Company.

4.6 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event Customer's service is disconnected by the Company for any of the reasons stated in Section 4.5, Customer shall be liable for all unpaid charges due and owing to the Company associated with the service. Customer's deposit and accrued interest shall be applied to all cancellation charges applicable to the service offering received by Customer.

4.7 Reinstitution of Service

If Customer seeks reinstitution of service following denial of service by the Company, Customer shall pay to the Company prior to the time service is reinstituted: (1) all accrued and unpaid charges, and (2) a deposit per section 4.3 in order to reinstitute service.

4.8 Right to Backbill for Improper Use of the Company's Services

Any person or entity which uses, appropriates or secures the use of services from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which use, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's services actually made by Customer.

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4. Payment and Credit Regulations (Cont'd)

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4.9 Disconnection and Reconnection Fees

Whenever telephone service is denied or discontinued for violation of the Commission's rules and regulations, non-payment of bills, or fraudulent use of service, the Company may charge a fee not to exceed \$20.00 to disconnect and/or reconnect service.

5. Rates for Service5.1 Types of Offerings5.1.1 Description of Services

The following Direct Dialed Intrastate Long Distance Message Telecommunications Services are available at the rates listed in 5.2:

- (a) Direct-Dialed LDMTS is a presubscribed switched access service, offering users outbound "1 plus" interexchange long distance telecommunications services from points originating and terminating throughout the State of Arizona. Access may be provided by the Company, or the Customer may utilize local exchange Company access.
- (b) Residential 800/888 Service is a presubscribed switched access service, offering users inbound, toll free long distance telecommunications services from points originating and terminating within the State of Arizona. This service enables the caller to contact the Customer toll free, through the use of a special "800" or "888" number. Access may be provided by the Company, or the Customer may utilize local exchange Company access.
- (c) Calling Card Service enables subscribers to place calls from locations other than their presubscribed call locations. Subscribers are billed on a monthly basis at the Company's tariffed rates.

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5. Rates for Service (Cont'd)5.1.2 Determination of Duration

- (a) For Direct Dialed calls, chargeable time begins when the connection is established between the calling station and the desired telephone.
- (b) Chargeable time ends when the connection is terminated.
- (c) Chargeable time does not include the time lost because of faults or defects in the service.

5.1.3 Determination of Time of Day

- (1) Day, Evening, and Night/Weekend periods are determined by the local time of the location of the rate center of the calling service point. Refer to Paragraph 5.3 for rate period chart for further clarification.
  - (a) For pricing plans that have Evening rates, the Evening rate applies to the holidays listed below unless a lower rate period is in effect. For pricing plans that have Off Peak Rates, the Off Peak rate applies to the holidays listed below. Holiday rates do not apply to flat rated plans unless otherwise specified.
- (2) The Evening rate applies to the holidays listed below unless a lower rate period is in effect.

- New Year's Day January 1
- Memorial Day
- Independence Day July 4
- Labor Day
- Thanksgiving Day
- Christmas Day

December 25  
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5. Rates for Service (Cont'd)5.1.4 Calculation of Billable Time for Service

The charge for each call is equal to the Company's applicable rate for the Initial Period of the call, plus the Company's applicable rate for each Additional Period of the duration of the call.

5.1.5 Initial Period

The initial period for Direct-Dialed calls and calling card calls is one (1) minute, or fraction thereof. (T)

5.1.6 Additional Periods

Each additional period for Direct-Dialed calls and calling card calls is one (1) minute, or fraction thereof. (T)

5.2 Rate Schedules

The following rates are maximum rates. See Effective Rate Schedule for current rate offerings.

5.2.1 Direct Dialed LDMTS RatesPlan 1 – Residential Plan

Peak, Per Minute Rate	\$0.30
Off Peak, Per Minute Rate	\$0.30

The times associated with peak hours for this plan consist of 6:30 a.m. to 6:30 p.m. Monday through Friday. All other times are considered off-peak.

Plan 2 – Residential Flat Rate Plan

Per Minute Rate	\$0.23
Calling Card Calls, Rate Per Minute (No surcharge)	\$0.53

Plan 3 – Residential Enhanced Off Peak Plan

Peak, Per Minute Rate	\$0.30
Off Peak, Per Minute Rate	\$0.15
Calling Card Calls, Rate Per Minute (No surcharge)	\$0.38

The times associated with peak hours for this plan consist of 8:00 a.m. to 6:00 p.m. Monday through Friday. All other times are considered off-peak.

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5. Rates for Service (Cont'd)5.2 Rate Schedules (Cont'd)5.2.1 Direct Dialed LDMTS Rates (Cont'd)Plan 4 – Residential Flat Rate Plan

(N)

Monthly Fee	See F.C.C. Tariff No. 1
Rate Per Minute	\$0.15
Calling Card Calls, Rate Per Minute (No surcharge)	\$0.38

Plan 5 – Residential Bundled Service Plan

Applies to customers who purchase two or more ALLTEL products such as wireless, long-distance, Internet or paging.

Rate Per Minute	\$0.17
Calling Card Calls, Rate Per Minute (No surcharge)	\$0.38

Plan 6 – Residential Bundled Service Plan

The following intrastate rate is designed for residential users who purchase certain bundled service plans. The plans could include such ALLTEL products as wireless, Internet, long-distance and paging. This rate is applicable at all times for calls made within the State of Arizona where technically available.

Monthly Fee	See F.C.C. Tariff No. 1
Rate Per Minute	\$0.27
Calling Card Calls, Rate Per Minute (no surcharge)	\$0.38

(N)

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5. Rates for Service (Cont'd)5.2 Rate Schedules (Cont'd)5.2.1 Direct Dialed LDMTS Rates (Cont'd)Plan 7 – Residential Flat Rate Plan

The following intrastate rate is designed for residential customers of outbound intrastate LDMTS. This rate is applicable for all times for calls made within the State of Arizona where technically available.

Monthly Fee	See F.C.C. Tariff No. 1
Rate Per Minute	\$0.27
Calling Card Calls, Rate Per Minute (no surcharge)	\$0.38

Plan 8 – Residential Bundled Service Plan

The following intrastate rate is designed for residential users who purchase certain bundled service plans. The plans could include such ALLTEL products as wireless, Internet, long-distance and paging. This rate is applicable at all times for calls made within the State of Arizona where technically available.

Monthly Fee	See F.C.C. Tariff No. 1
Rate Per Minute	\$0.20
Calling Card Calls, Rate Per Minute (no surcharge)	\$0.38

Plan 9 – Residential Flat Rate Plan

The following intrastate rate is designed for residential customers of outbound intrastate LDMTS. This rate is applicable for all times for calls made within the State of Arizona where technically available.

Monthly Fee	See F.C.C. Tariff No. 1
Rate Per Minute	\$0.20
Calling Card Calls, Rate Per Minute (no surcharge)	\$0.38

5.2.2 Residential Toll Free Service

Per Minute Rate	\$0.375
Monthly Maintenance Fee	\$3.75

Calls are billed in one minute increments. A one minute minimum increment applies. The monthly fee shall be waived if the Customer chooses ALLTEL as its primary outbound toll carrier, and the rate per minute will be \$0.30.

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5. Rates for Service (Cont'd)5.2 Rate Schedules (Cont'd)5.2.3 Calling Card Service

Per Call Surcharge \$0.00

Applies to all calls, whether  
customer dialed/automated customer  
dialed/operator assisted or  
customer dialed/operator must assist.

Peak, Per Minute Rate \$0.30

Off-Peak, Per Minute Rate \$0.30

The times associated with peak hours for this service consist of  
6:30 a.m. to 6:30 p.m. Monday through Friday. All other times  
are considered off-peak.5.2.4 Directory Assistance

Rate per access \$1.12

5.2.5 Busy Line Verification and Interruption

Busy Line Verification, per request \$9.75

Busy Line Interruption, per request \$9.75 \*

\*Note: A charge for a Verification Request also applies.

(N)

(N)

5.3 Rate Period Chart refer to Section 5.1.3 for Time of Day Determination criteria.

	Mon	Tue	Wed	Thu	Fri	Sat	Sunday
8:00 am to 5:00 pm	DAY RATE PERIOD						
5:00 pm to 11:00 pm	EVENING RATE PERIOD						EVENING
11:00 pm to 8:00 am	NIGHT/WEEKEND RATE PERIOD						

\*This Chart does not apply to any current plans or services offered.

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5. Rates for Service (Cont'd)

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5.4 Promotional Activities

360° Long Distance, Inc. d/b/a ALLTEL may upon occasion offer various promotional/savings opportunities to Customers. These promotional offerings may apply to certain services and may be limited to certain dates, times, and locations. Such promotional offerings will be filed with the Commission and are subject to prior Commission approval.

6. Specialized Services, Rates and Regulations

- 6.1 Business Circle Plan allows Customers to select a month to month plan, a six (6) month plan, or an eighteen (18) month plan. A Business Circle Customer selecting a term commits to a minimum monthly usage as depicted below. This minimum usage threshold applies to every billing period during the term and is paid regardless of the Customer's amount of usage during other periods. Customers selecting a term may change plans or terminate the service if the Customer provides written notice within ninety (90) days of the initiation of service. Business Circle Customers that do not provide such written notification within the required time period are obligated to the Company for the minimum monthly commitment for the remaining time period left in the term. The following is a list of contract term lengths and associated rates per minute. The per minute rates are effective all times of the day.

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6. Specialized Services, Rates and Regulations (Cont'd)

The following rates are maximum rates. See Effective Rate Schedule for current rate offerings.

6.1.A. Business Circle Plan Rates Per Minute

Month to Month Time Commitment:

Usage Per Month	1Plus/Outgoing	1-8XX/Incoming	Calling Card
\$0 - \$99	\$0.240	\$0.202	\$0.375
\$100 - \$499	\$0.232	\$0.195	\$0.375
\$500 - \$2,499	\$0.225	\$0.187	\$0.375
\$2,500 +	\$0.217	\$0.180	\$0.375

Six (6) Month Time Commitment:

Usage Per Month	1Plus/Outgoing	1-8XX/Incoming	Calling Card
\$100 - \$499	\$0.210	\$0.180	\$0.375
\$500 - \$2,499	\$0.210	\$0.172	\$0.375
\$2,500 +	\$0.210	\$0.165	\$0.375

Eighteen (18) Month Time Commitment:

Usage Per Month	1Plus/Outgoing	1-8XX/Incoming	Calling Card
\$100 - \$499	\$0.195	\$0.165	\$0.300
\$500 - \$2,499	\$0.195	\$0.157	\$0.300
\$2,500 +	\$0.195	\$0.150	\$0.300

\* A \$7.50 monthly fee will be added for each 8XX number.

\* All 1 plus and 1-8XX calls are billed in six (6) second increments (T)  
with a thirty (30) second minimum. All calling card calls are billed in  
60-second increments with a 60-second minimum. (T)

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6. Specialized Services, Rates and Regulations (Cont'd)6.2 Business One

(N)

ALLTEL's Business One is a commercial offering for single or multi-location customers using switched or dedicated services on an inbound and/or outbound basis. Special calling card services are also available with this offering. Business One subscribers may utilize the service according to specific contract terms and conditions as described below for intrastate service.

The following rates are maximum rates. See Effective Rate Schedule for current rate offerings.

6.2.1 Contract Terms and Rates

Customers may select a month-to month plan, a 12 month plan, a 24 month plan or a 36 month plan. A Business One Customer selecting a term must commit to a minimum monthly usage as depicted below. This minimum usage threshold applies to every monthly billing period during the selected term, and must be paid regardless of the Customer's amount of usage during other billing periods. Customers selecting a term may change plans or terminate the service if Customer provides written notice within ninety (90) days of the initiation of service. The Customer shall be held responsible for the value of the contract beyond this ninety (90) day threshold. The following chart lists the contract term length and associated per minute rates. The per minute rates listed below are flat rates effective at all times of day. Discounts for volumes and longer periods of contract are available upon request.

(N)

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6. Specialized Services, Rates and Regulations (Cont'd)6.2 Business One (Cont'd)

## 6.2.1 Contract Terms and Rates (Cont'd)

## 6.2.1.A Switched Rates

Time Commitment Month-To-Month	1 + Outgoing Rate Per Min	1-8XX Incoming Rate Per Min	Calling Card Rate Per Min	Calling Card Surcharge
Usage				
\$0 - per month	\$0.239	\$0.239	\$0.375	\$0.00
\$100 - per month	\$0.233	\$0.233	\$0.375	\$0.00
\$500 - per month	\$0.224	\$0.224	\$0.375	\$0.00
\$1,000 - per month	\$0.218	\$0.218	\$0.375	\$0.00
\$2,500 - per month	\$0.209	\$0.209	\$0.375	\$0.00
Time Commitment 12 Months	1 + Outgoing Rate Per Min	1-8XX Incoming Rate Per Min	Calling Card Rate Per Min	Calling Card Surcharge
Usage				
\$100 - per month	\$0.209	\$0.209	\$0.375	\$0.00
\$500 - per month	\$0.209	\$0.209	\$0.375	\$0.00
\$1,000 - per month	\$0.209	\$0.209	\$0.375	\$0.00
\$2,500 - per month	\$0.209	\$0.209	\$0.375	\$0.00
Time Commitment 24 Months	1 + Outgoing Rate Per Min	1-8XX Incoming Rate Per Min	Calling Card Rate Per Min	Calling Card Surcharge
Usage				
\$100 - per month	\$0.194	\$0.194	\$0.30	\$0.00
\$500 - per month	\$0.194	\$0.194	\$0.30	\$0.00
\$1,000 - per month	\$0.194	\$0.194	\$0.30	\$0.00
\$2,500 - per month	\$0.194	\$0.194	\$0.30	\$0.00
Time Commitment 36 Months	1 + Outgoing Rate Per Min	1-8XX Incoming Rate Per Min	Calling Card Rate Per Min	Calling Card Surcharge
Usage				
\$100 - per month	\$0.188	\$0.188	\$0.30	\$0.00
\$500 - per month	\$0.188	\$0.188	\$0.30	\$0.00
\$1,000 - per month	\$0.188	\$0.188	\$0.30	\$0.00
\$2,500 - per month	\$0.188	\$0.188	\$0.30	\$0.00

Billing Increments: All 1+ and 1-8XX calls are billed in 6-second increments with a 30-second minimum. All calling card calls are billed in 60-second increments with a 60-second minimum.

(T)  
|  
(T)

\*A \$7.50 monthly fee will be added for each 8XX number.

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6. Specialized Services, Rates and Regulations (Cont'd)6.2 Business One (Cont'd)6.2.2 Business Bundled Plan

The following intrastate rate is designed for business customers who purchase certain bundled service plans. The plans could include such ALLTEL products as wireless, Internet, long-distance and paging. This rate is applicable at all times for calls made within the State of Arizona where technically available.

Monthly Fee	See F.C.C. Tariff No. 1
Rate Per Minute	\$0.27
Calling Card Calls, Rate Per Minute (No surcharge)	\$0.38

- 6.2.3 The following intrastate rates are available to LDMTS business customers who purchase certain bundled service plans. The plans could include such ALLTEL products as wireless, Internet and paging. Customers may select a month-to-month plan or a 12-month plan. The per minute rates listed below are applicable at all times for calls made within the State of Arizona where technically available.

(N)(M)

## 6.2.3.A Switched Rates - Bundled Plan

Time Commitments	1+ Outgoing Rate Per Minute	1-8XX Incoming Rate Per Minute	Calling Card Rate Per Minute
Month to Month	\$0.158	\$0.158	\$0.38
12 Months	\$0.150	\$0.150	\$0.30

All 1+ and 1-8XX calls are billed in 6-second increments with an 18-second minimum. All calling card calls are billed in 6-second increments with a 60-second minimum.

(M)

A \$5.00 monthly fee will be added for each 8XX number.

- 6.2.4 The following rates are available to business customers of intrastate LDMTS. Customers may select a month-to-month plan or a 12-month plan. The per minute rates listed below are applicable at all times for calls made within the State of Arizona where technically available.

## 6.2.4.A Switched Rates - Non-Bundled Plan

Time Commitments	1+ Outgoing Rate Per Minute	1-8XX Incoming Rate Per Minute	Calling Card Rate Per Minute
Month to Month	\$0.173	\$0.173	\$0.38
12 Months	\$0.165	\$0.165	\$0.30

All 1+ and 1-8XX calls are billed in 6-second increments with an 18-second minimum. All calling card calls are billed in 6-second increments with a 60-second minimum.

A \$5.00 monthly fee will be added for each 8XX number.

(N)

(M) Material was moved to Page 30.

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6. Specialized Services, Rates and Regulations (Cont'd)6.2 Business One (Cont'd)6.3 Prepaid Calling Card Service

(M)

- 6.3.2 Prepaid calling cards are available in various denominations of units as specified by the Company. The prices are inclusive of all taxes. Prepaid calling cards will be sold at prices rounded to the nearest cent. The customer dials the toll-free number listed on the card and is prompted to enter the personal identification number (PIN) listed on the back of the card. The card balance, in dollars and cents, will be announced at the beginning of each call. When the card balance nears zero during a call, an automated voice announces the remaining time to the customer. Calls are automatically disconnected after the card balance reaches zero.

Maximum Per minute charge: \$0.23

(M)

(M) Material was previously found on Sheet 29.

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1. Effective Rate Schedule

1.1 Rate Schedules

1.1.1 Direct Dialed LDMTS Rates

Plan 1

(T)

Peak, Per Minute Rate \$0.20

Off Peak, Per Minute Rate \$0.20

The times associated with peak hours for this plan consist of 6:30 a.m. to 6:30 p.m. Monday through Friday. All other times are considered off-peak.

(N)

(N)

Plan 2 – Residential Flat Rate Plan

(M)(N)

Per Minute Rate \$0.15

Calling Card Calls, Rate Per Minute (No surcharge) \$0.35

Plan 3 – Residential Enhanced Off Peak Plan

Peak, Per Minute Rate \$0.20

Off Peak, Per Minute Rate \$0.10

Calling Card Calls, Rate Per Minute (No surcharge) \$0.25

The times associated with peak hours for this plan consist of 8:00 a.m. to 6:00 p.m. Monday through Friday. All other times are considered off-peak.

Plan 4 – Residential Flat Rate Plan

Monthly Fee See F.C.C. Tariff No. 1

Rate Per Minute \$0.10

Calling Card Calls, Rate Per Minute (No surcharge) \$0.25

Plan 5 – Residential Bundled Service Plan

Applies to customers who purchase two or more ALLTEL products such as wireless, long-distance, Internet or paging.

Rate Per Minute \$0.11

Calling Card Calls, Rate Per Minute (No surcharge) \$0.25

(M)(N)

(M) Material was moved to Sheet 1.2.

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1. Effective Rate Schedule (Cont'd)1.1 Rate Schedules (Cont'd)1.1.1 Direct Dialed LDMTS Rates (Cont'd)Plan 6 – Residential Bundled Service Plan

The following intrastate rate is designed for residential users who purchase certain bundled service plans. The plans could include such ALLTEL product as wireless, Internet, long-distance and paging. This rate is applicable at all times for calls made within the State of Arizona where technically available.

Monthly Fee	See F.C.C. Tariff No. 1
Rate Per Minute	\$0.10
Calling Card Calls, Rate Per Minute (no surcharge)	\$0.25

Plan 7 – Residential Flat Rate Plan

The following intrastate rate is designed for residential customers of outbound intrastate LDMTS. This rate is applicable for all times for calls made within the State of Arizona where technically available.

Monthly Fee	See F.C.C. Tariff No. 1
Rate Per Minute	\$0.10
Calling Card Calls, Rate Per Minute (no surcharge)	\$0.25

Plan 8 – Residential Bundled Service Plan

The following intrastate rate is designed for residential users who purchase certain bundled service plans. The plans could include such ALLTEL product as wireless, Internet, long-distance and paging. This rate is applicable at all times for calls made within the State of Arizona where technically available.

Monthly Fee	See F.C.C. Tariff No. 1
Rate Per Minute	\$0.13
Calling Card Calls, Rate Per Minute (no surcharge)	\$0.25

Plan 9 – Residential Flat Rate Plan

The following intrastate rate is designed for residential customers of outbound intrastate LDMTS. This rate is applicable for all times for calls made within the State of Arizona where technically available.

Monthly Fee	See F.C.C. Tariff No. 1
Rate Per Minute	\$0.13
Calling Card Calls, Rate Per Minute (no surcharge)	\$0.25

(N)

(N)

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Little Rock, Arkansas 72202

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1. Effective Rate Schedule (Cont'd)1.1 Rate Schedules (Cont'd)1.1.2 Residential Toll Free Service

Per Minute Rate	\$0.25
Monthly Maintenance Fee	\$2.50

Calls are billed in one minute increments. A one minute minimum increment applies. The monthly fee shall be waived if the Customer chooses ALLTEL as its primary outbound toll carrier, and the rate per minute will be \$0.20.

1.1.3 Calling Card Service

Per Call Surcharge	\$0.00
Applies to all calls, whether customer dialed/automated customer dialed/operator assisted or customer dialed/operator must assist.	

Peak, Per Minute Rate	\$0.20
Off-Peak, Per Minute Rate	\$0.20

The times associated with peak hours for this service consist of 6:30 a.m. to 6:30 p.m. Monday through Friday. All other times are considered off-peak.

1.1.4 Directory Assistance

Rate per access	\$0.85	(I)
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1.1.5 Busy Line Verification and Interruption

Busy Line Verification, per request	\$6.50
Busy Line Interruption, per request	\$6.50*

\*Note: A charge for a Verification Request also applies.

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1. Effective Rate Schedule (Cont'd)

1.2 Specialized Services, Rates and Regulations

1.2.1 Business Circle Plan Rates Per Minute

Month to Month Time Commitment:

Usage Per Month	1Plus/Outgoing	1-8XX/Incoming	Calling Card
\$0 - \$99	\$0.160	\$0.135	\$0.250
\$100 - \$499	\$0.155	\$0.130	\$0.250
\$500 - \$2,499	\$0.150	\$0.125	\$0.250
\$2,500 +	\$0.145	\$0.120	\$0.250

Six (6) Month Time Commitment:

Usage Per Month	1Plus/Outgoing	1-8XX/Incoming	Calling Card
\$100 - \$499	\$0.140	\$0.120	\$0.250
\$500 - \$2,499	\$0.140	\$0.115	\$0.250
\$2,500 +	\$0.140	\$0.110	\$0.250

Eighteen (18) Month Time Commitment:

Usage Per Month	1Plus/Outgoing	1-8XX/Incoming	Calling Card
\$100 - \$499	\$0.130	\$0.110	\$0.200
\$500 - \$2,499	\$0.130	\$0.105	\$0.200
\$2,500 +	\$0.130	\$0.100	\$0.200

\* A \$5.00 monthly fee will be added for each 8XX number.

All 1+ and 1-8XX calls are billed in six (6) second increments with a thirty (30) second minimum. All calling card calls are billed in 60-second increments with a 60-second minimum. (T)

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1. Effective Rate Schedule (Cont'd)1.2 Specialized Services, Rates and Regulations (Cont'd)1.2.2 Business One Switched Rates

Time Commitment Month-To-Month	1 + Outgoing Rate Per Min	1-8XX Incoming Rate Per Min	Calling Card Rate Per Min	Calling Card Surcharge
Usage				
\$0 - per month	\$0.159	\$0.159	\$0.25	\$0.00
\$100 - per month	\$0.155	\$0.155	\$0.25	\$0.00
\$500 - per month	\$0.149	\$0.149	\$0.25	\$0.00
\$1,000 - per month	\$0.145	\$0.145	\$0.25	\$0.00
\$2,500 - per month	\$0.139	\$0.139	\$0.25	\$0.00
Time Commitment 12 Months	1 + Outgoing Rate Per Min	1-8XX Incoming Rate Per Min	Calling Card Rate Per Min	Calling Card Surcharge
Usage				
\$100 - per month	\$0.139	\$0.139	\$0.25	\$0.00
\$500 - per month	\$0.139	\$0.139	\$0.25	\$0.00
\$1,000 - per month	\$0.139	\$0.139	\$0.25	\$0.00
\$2,500 - per month	\$0.139	\$0.139	\$0.25	\$0.00
Time Commitment 24 Months	1 + Outgoing Rate Per Min	1-8XX Incoming Rate Per Min	Calling Card Rate Per Min	Calling Card Surcharge
Usage				
\$100 - per month	\$0.129	\$0.129	\$0.20	\$0.00
\$500 - per month	\$0.129	\$0.129	\$0.20	\$0.00
\$1,000 - per month	\$0.129	\$0.129	\$0.20	\$0.00
\$2,500 - per month	\$0.129	\$0.129	\$0.20	\$0.00
Time Commitment 36 Months	1 + Outgoing Rate Per Min	1-8XX Incoming Rate Per Min	Calling Card Rate Per Min	Calling Card Surcharge
Usage				
\$100 - per month	\$0.125	\$0.125	\$0.20	\$0.00
\$500 - per month	\$0.125	\$0.125	\$0.20	\$0.00
\$1,000 - per month	\$0.125	\$0.125	\$0.20	\$0.00
\$2,500 - per month	\$0.125	\$0.125	\$0.20	\$0.00

\*A \$5.00 monthly fee will be added for each 8XX number.

All 1 + and 1-8XX calls are billed in six (6) second increments (T)  
 with a thirty (30) second minimum. All calling card calls are billed |  
 in 60-second increments with a 60-second minimum. (T)

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1. Effective Rate Schedule (Cont'd)1.2 Specialized Services, Rates and Regulations (Cont'd)1.2.3 Business Bundled Plan

The following intrastate rate is designed for business customers who purchase certain bundled service plans. The plans could include such ALLTEL products as wireless, Internet, long-distance and paging. This rate is applicable at all times for calls made within the State of Arizona where technically available.

Monthly Fee See F.C.C. Tariff No. 1  
 Rate Per Minute \$0.18  
 Calling Card Calls, Rate Per Minute (No surcharge) \$0.25

- 1.2.4 The following intrastate rates are available to LDMTS business customers who purchase certain bundled service plans. The plans could include such ALLTEL products as wireless, Internet and paging. Customers may select a month-to-month plan or a 12-month plan. The per minute rates listed below are applicable at all times for calls made within the State of Arizona where technically available.

(N)(M)

## 1.2.4.A Switched Rates - Bundled Plan

Time Commitments	1+ Outgoing Rate Per Minute	1-8XX Incoming Rate Per Minute	Calling Card Rate Per Minute
Month to Month	\$0.105	\$0.105	\$0.25
12 Months	\$0.100	\$0.100	\$0.20

All 1+ and 1-8XX calls are billed in 6-second increments with an 18-second minimum. All calling card calls are billed in 6-second increments with a 60-second minimum.

(M)

A \$5.00 monthly fee will be added for each 8XX number.

- 1.2.5 The following rates are available to business customers of intrastate LDMTS. Customers may select a month-to-month plan or a 12-month plan. The per minute rates listed below are applicable at all times for calls made within the State of Arizona where technically available.

## 1.2.5.A Switched Rates - Non-Bundled Plan

Time Commitments	1+ Outgoing Rate Per Minute	1-8XX Incoming Rate Per Minute	Calling Card Rate Per Minute
Month to Month	\$0.115	\$0.115	\$0.25
12 Months	\$0.110	\$0.110	\$0.20

All 1+ and 1-8XX calls are billed in 6-second increments with an 18-second minimum. All calling card calls are billed in 6-second increments with a 60-second minimum.

A \$5.00 monthly fee will be added for each 8XX number.

(N)

(M) Material was moved to Sheet 5.

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1. Effective Rate Schedule (Cont'd)1.2 Specialized Services, Rates and Regulations (Cont'd)1.2.6 Prepaid Calling Card Service

(T)(M)

Prepaid calling cards are available in various denominations of units as specified by the Company. The prices are inclusive of all taxes. Prepaid calling cards will be sold at prices rounded to the nearest cent. The customer dials the toll-free number listed on the card and is prompted to enter the personal identification number (PIN) listed on the back of the card. The card balance, in dollars and cents, will be announced at the beginning of each call. When the card balance nears zero during a call, an automated voice announces the remaining time to the customer. Calls are automatically disconnected after the card balance reaches zero.

Per minute charge: \$0.15

(M)

(M) Material was previously found on Sheet 4.

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