# LARGE FILING SEPERATOR SHEET 

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# KELLEY DRYE \& WARREN LIP 

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90-9077-TPTRE
07-1322-TP.ATA

## Secretary

Public Utilities Commission of Ohio
180 East Broad Street, 10th Floor
Columbus, OH 43215-3793
Re: Detariffing Form of NOS Communications, Inc. $\mathrm{d} / \mathrm{b} / \mathrm{a}$ International Plus; d/b/a 011 Communications; d/b/a The Internet Business Association; d/b/a i Vantage Network Solutions; d/b/a Blue Ridge Telecoms Systems

Dear Ms. Jenkins:
Enclosed please find, for filing, one original and seven (7) copies of the Detariffing Form of NOS Communications, Inc. $\mathrm{d} / \mathrm{b} / \mathrm{a}$ International Plus; $\mathrm{d} / \mathrm{b} / \mathrm{a} 011$ Communications; $\mathrm{d} / \mathrm{b} / \mathrm{a}$ The Internet Business Association; $\mathrm{d} / \mathrm{b} / \mathrm{a}$ i Vantage Network Solutions; $\mathrm{d} / \mathrm{b} / \mathrm{a}$ Blue Ridge Telecom Systems. This is being filed pursuant to the Commission's Order in Docket No. 06-1345-TP-ORD.

Please date stamp the duplicate of this filing and return in the self-addressed, postage prepaid envelope. Thank you for your assistance in this matter and please do not hesitate to contact me at (202) 342-8519 if you have any questions or concerns.

Respectfully submitted,


Katherine E. Barker Marshall
Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file

# The Public Utilities Commission of Ohio <br> TELECOMMUNICATIONS APPLICATION FORM for DETARIFFING AND RELATED ACTIONS 

Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD'
(Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of NOS Communications, Inc. d/b/a International Plus; $\mathrm{d} / \mathrm{b} / \mathrm{a} 0 \mathrm{l} 1$ Communications; $\mathrm{d} / \mathrm{b} / \mathrm{a}$ The Internet Business Association; $\mathrm{d} / \mathrm{h} / \mathrm{a}$ iVantage Network Solutions; d/b/a Blue Ridge Telecom Systems

TRF Docket No. 90 -
Case No. $\qquad$
$\qquad$ -TP - ATA NOTE: Unless you have reserved a Case No. leayethe "C9se No." ; fields BLANK.

Regulatory Contact Person(s) Jessica Renneker Phone (702) 547-8486 Fax (702) 942-5055
to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD
Name of Registrant(s) NOS Communications, Inc.
DBA(s) of Registrant(s) d/b/a International Plus; d/b/a 011 Communications; $d / b / a$ The Internet Business Association; $d / b / a$ iVantage Network Solutions; d/b/a Blue Ridge Telecom Systems
Address of Registrant(s) 4380 Boulder Highway, Las Vegas, NV 89121
Company Web Address www.nos.com
Regulatory Contact Person's Email Address JRenneker@nos.com
Contact Person for Annual Report Jessica Renneker Phone (702)547-8486
Address (if different from above) same
Consumer Contact Information Nazario Jureidini, Esq.
Phone (702) 547-8455
Address (if different from above) same

## Part I - Tariffs

## Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

 NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.|  | Carrier Type | $\square$ ILEC | $\square$ CLEC | Q CTS |
| :--- | :---: | :---: | :---: | :---: |
| Business Tier 2 Services | $\square$ | $\square$ | $\square$ |  |
| Residential \& Business Toll Services | $\square$ | $\square$ | $\square$ |  |
| Other Changes required by Rule <br> (Describe in detail in Exhibit C) | $\square$ | $\square$ | $\square$ |  |

## Part II - Exhibits

Note that the following exhibits are required for all filings using this form.

| Included | Identified As: | Description of Required Exhibit: |
| :---: | :--- | :--- |
| $\boxtimes$ | Exhibit A | The existing affected tariff pages. |
| $\boxtimes$ | Exhibit B | The proposed revised tariff pages. |
| $\boxtimes$ | Exhibit C | Matrix or narrative summarizing all changes proposed in the application, and/or <br> other information intended to assist Staff in the review of the Application. |
| $\boxtimes$ | Exhibit D | Explanation of how the Applicant intends to comply with Rule 4901:1-6- <br> 05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed <br> services, including: <br> citation to the appropriate Web Page if any, in accordance with rule <br> 4901:1-6-05(G)(4), and/or <br> copy of other materials and publications to be used to comply with <br> 4901:1-6-05(G)(3). |
| $\boxtimes$ | Exhibit E | One-time customer notice of detariffing and related changes consistent with rule <br> $4901: 1-06-16(B)$, including where customers may find the information |


|  |  | regarding such services as required by rule 4901:1-6-05(G)(3). |
| :--- | :--- | :--- |
| $\boxtimes$ | Exhibit F | Affidavit that the Customer Notice described in Exhibit C has been sent to <br> Customers. |

## Part III. - Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

## AFFIDAVIT <br> Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Katherine Barker Marshall. Esq. , and am authorized to make this statement on its behalf. Counsel to NOS Communications, Inc.
(Name)
I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.
Executed on (Date) $20 / 07 / 07$ at (Location) Washington, DC
*(Signature and Title)


- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.


## VERIFICATION

## I, Katherine Barker Marshall

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.
*(Signature and Title)


*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant:

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

# Public Utilities Commission of Ohio <br> Attention: Docketing Division <br> 180 East Broad Street, Columbus, OH 43215-3793 

Or
Make such fling electronically as directed in Case No 06-900-AU-WVR

## Exhibit A

## Existing Tariff Pages

## TITLE PAGE

LONG DISTANCE TARIFF
P.U.C.O. NO. 1

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

## COMPETITIVE TELECOMMUNICATIONS SERVICES

This tariff applies to the Competitive Resale Interexchange Telcommunications Services furnished by NOS Communications, Inc. ("NOS") throughout the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected during normal business hours at NOS' principal place of business, 4380 Boulder Highway, Las Vegas, Nevada 89121

CASE No.
ACCOUNT No. $90-9077$-TP-TRF

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

## CHECK SHEET

Pages 1 through 130 inclusive of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date at the bottom of this page.

| PAGE | REVISION | PAGE | REVISION | $\underline{l}$ |  |
| :--- | :--- | :--- | :--- | :--- | :--- |
| Title | Second Revised | 19.1 | Original |  | REVISION |
| 1 | Forty Ninth Revised* | 20 | Second Revised | 37 | Seventh Revised |
| 1.1 | Thirty Third Revised | 21 | Third Revised | 38.1 | Third Revised |
| 1.2 | Fifth Revised | 22 | Third Revised | 38.2 | Fird Revised |
| 2 | Third Revised | 22.1 | Second Revised | 39 | Second Revised |
| 3 | Original | 22.2 | Second Revised | 40 | Second Revised |
| 4 | Original | 22.3 | Second Revised | 41 | Second Revised |
| 5 | Original | 22.4 | First Revised | 42 | Fifth Revised |
| 6 | Original | 22.5 | First Revised | 42.1 | Original |
| 7 | Original | 22.6 | First Revised | 42.2 | First Revised |
| 8 | Original | 23 | Original | 42.3 | First Revised |
| 9 | Original | 24 | Twenty Sixth Revised | 42.4 | First Revised |
| 10 | Original | 24.1 | Original | 42.4 .1 | Original |
| 11 | First Revised | 24.2 | Original | 42.4 .2 | Original |
| 12 | Original | 25 | Original | 42.5 | First Revised |
| 13 | First Revised | 26 | Original | 42.6 | First Revised |
| 13.1 | Original | 27 | Seventh Revised | 42.7 | First Revised |
| 13.2 | Original | 27.1 | First Revised | 42.8 | First Revised |
| 14 | First Revised | 28 | Fifth Revised | 42.9 | First Revised |
| 15 | First Revised | 29 | Fifth Revised | 42.10 | Original |
| 16 | First Revised | 30 | Fifth Revised | 42.11 | First Revised |
| 17 | First Revised | 31 | Fourth Revised | 42.12 | Original |
| 17.1 | First Revised | 31.1 | Fourth Revised | 42.13 | Original |
| 18 | Third Revised | 31.2 | Original | 42.14 | First Revised |
| 18.1 | First Revised | 31.3 | Original | 42.15 | Original |
| 18.2 | First Revised | 32 | Fifth Revised | 42.16 | Original |
| 18.3 | First Revised | 32.1 | Third Revised | 42.17 | Original |
| 18.4 | First Revised | 32.2 | Original | 42.18 | Original |
| 18.5 | First Revised | 32.3 | Original | 43 | Third Revised |
| 18.6 | First Revised | 32.4 | First Revised | 44 | Fifth Revised |
| 18.7 | First Revised | 32.5 | First Revised | 44.1 | First Revised |
| 18.8 | First Revised | 33 | Twelfth Revised* | 44.1 .1 | First Revised |
| 18.9 | First Revised | 34 | Fourth Revised | 44.1 .2 | Original |
| 18.10 | First Revised | 35 | Fourth Revised | 44.1 .3 | First Revised |
| 19 | Second Revised | 36 | Fourth Revised | 44.1 .4 | First Revised |
|  |  |  |  |  |  |
| $*$ Denotes revisions made with this filing |  |  |  |  |  |
|  |  |  |  |  |  |

NOS COMMUNICATIONS, INC.
d/b/a International Plus
Long Distance Tariff P.U.C.O. No. 1
Thirty Third Revised Page No. 1.1
d/b/a 011 Communications
Cancels Thirty Second Revised Page No. 1.1
d/b/a The Internet Business Association
d/b/a iVantage Network Solutions
d/b/a Blueridge Telecom Systems

## CHECK SHEET (Cont'd)

Pages 1 through 130 inclusive of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date at the bottom of this page.

| PAGE | REVISION | PAGE | REVISION | PAGE | REVISION |
| :--- | :--- | :--- | :--- | :--- | :--- |
| 45 | Fourth Revised | 51.22 | Original | 60.7 | Original |
| 46 | Fifth Revised | 51.23 | Original | 60.8 | Original |
| 46.1 | Second Revised | 51.24 | Original | 61 | First Revised |
| 46.2 | First Revised | 51.25 | Original | 62 | Fifth Revised |
| 46.3 | First Revised | 51.26 | Original | 62.1 | First Revised |
| 46.4 | First Revised | 51.27 | Original | 63 | Fourth Revised |
| 46.5 | First Revised | 51.28 | Original | 64 | Fourth Revised |
| 46.6 | First Revised | 51.29 | Original | 65 | Fourth Revised |
| 47 | Fifth Revised | 51.30 | Original | 66 | Third Revised |
| 48 | Fourth Revised | 51.31 | Original | 67 | Seventh Revised |
| 49 | Third Revised | 52 | First Revised | 67.1 | Ninth Revised |
| 50 | Third Revised | 53 | Third Revised | 67.1 .1 | Original |
| 51 | Second Revised | 54 | Fourth Revised | 67.2 | Original |
| 51.1 | Second Revised | 54.1 | First Revised | 67.3 | Sixteenth Revised* |
| 51.2 | Second Revised | 54.2 | Original | 68 | Original |
| 51.3 | First Revised | 54.3 | Second Revised | 69 | Original |
| 51.4 | Original | 54.4 | Second Revised | 70 | First Revised |
| 51.5 | Original | 55 | Second Revised | 71 | Frirst Revised |
| 51.6 | Second Revised | 56 | First Revised | 72 | First Revised |
| 51.7 | First Revised | 57 | Original | 73 | Original |
| 51.8 | First Revised | 58 | Original | 74 | Original |
| 51.9 | Original | 59 | First Revised | 75 | Original |
| 51.10 | Tenth Revised* | 59.1 | First Revised | 75.1 | Original |
| 51.11 | First Revised | 59.2 | First Revised | 75.2 | First Revised |
| 51.12 | Original | 59.3 | Original | 75.3 | First Revised |
| 51.13 | Original | 59.4 | Original | 75.4 | First Revised |
| 51.14 | Original | 59.5 | First Revised | 75.4 .1 | Original |
| 51.15 | Original | 60 | First Revised | 75.4 .2 | Original |
| 51.16 | Original | 60.1 | Second Revised | 75.5 | Second Revised |
| 51.17 | Original | 60.2 | First Revised | 75.6 | Third Revised |
| 51.18 | Original | 60.3 | Original | 75.7 | Second Revised |
| 51.19 | Original | 60.4 | First Revised | 75.8 | Second Revised |
| 51.20 | Original | 60.5 | Original | 75.9 | First Revised |
| 51.21 | Original | 60.6 | Original | 75.10 | Original |
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| *Denotes revisions made with this filing |  |  |  |  |  |
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NOS COMMUNICATIONS, INC.
Long Distance Tariff P.U.C.O. No. 1
d/b/a International Plus
Fifth Revised Page No. 1.2
d/b/a 011 Communications
d/b/a The Internet Business Association
d/b/a iVantage Network Solutions
d/b/a Blueridge Telecom Systems

## CHECK SHEET (Cont'd)

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| :--- | :--- | :--- | :--- | :--- | :--- |
| REVISION |  |  |  |  |  |
| 75.11 | Original | 98.4 | Original | 125 | Second Revised |
| 75.12 | Second Revised | 99 | Second Revised | 126 | Second Revised |
| 75.13 | Original | 100 | Third Revised | 127 | Fourth Revised |
| 75.14 | Original | 100.1 | First Revised | 127.1 | Original |
| 76 | First Revised | 100.2 | Second Revised | 127.2 | Original |
| 77 | Original | 100.3 | Original | 128 | Third Revised |
| 77.1 | Original | 101 | First Revised | 129 | Fourth Revised |
| 78 | First Revised | 102 | First Revised | 130 | Original |
| 79 | Third Revised | 103 | Fourth Revised |  |  |
| 80 | Third Revised | 103.1 | Original |  |  |
| 81 | Third Revised | 104 | Sixth Revised |  |  |
| 82 | Third Revised | 105 | Fifth Revised |  |  |
| 83 | First Revised | 106 | Fifth Revised |  |  |
| 83.1 | Second Revised | 107 | Fifth Revised |  |  |
| 83.2 | Original | 108 | Sixth Revised |  |  |
| 83.3 | Original | 108.1 | Original |  |  |
| 84 | Original | 108.1 .1 | Original |  |  |
| 85 | Thirteenth Revised | 108.2 | Original |  |  |
| 86 | Original | 109 | Second Revised |  |  |
| 87 | Original | 110 | Twenty Fourth Revised* |  |  |
| 88 | First Revised | 111 | First Revised |  |  |
| 89 | First Revised | 112 | First Revised |  |  |
| 90 | First Revised | 113 | Second Revised |  |  |
| 91 | First Revised | 114 | Second Revised |  |  |
| 92 | First Revised | 115 | Second Revised |  |  |
| 93 | First Revised | 116 | Second Revised |  |  |
| 94 | Original | 117 | Second Revised |  |  |
| 95 | Original | 118 | Second Revised |  |  |
| 96 | First Revised | 119 | First Revised |  |  |
| 97 | Original | 120 | First Revised |  |  |
| 98 | Third Revised | 121 | First Revised |  |  |
| 98.1 | Original | 122 | First Revised |  |  |
| 98.2 | Original | Original | 123 | Fourth Revised |  |
| 98.3 |  | 124 | Second Revised |  |  |
| $*$ Denotes revisions made with this filing |  |  |  |  |  |
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## SYMBOLS

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

D - Delete or discontinue.
I- Change Resulting in an increase to a customer's bill.
M - Moved from another tariff location.
N - New
$\mathbf{R}$ - Change resulting in a reduction to a customer's bill.
T-Change in text or regulation.

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a NOS Communications, Inc. switching center or point of presence.

Account Codes - Optional, customer defined digits that allow the customer to identify the individual user, department or client associated with a call.

Authorized User - A person, firm, corporation, or any other entity authorized by the customer to communicate utilizing the Company's service.

Bill Second - One-sixtieth of a minute.
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 (nonusage) charges (see Equivalent Call Unit definition, below). The total of Minimum and Incremental Call Units equal total call duration (time).

Call Unit - 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.

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)

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).

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

Company or Carrier - NOS Communications, Inc. unless otherwise clearly indicated by the context.
Commission - The Public Utilities Commission of Ohio.
Customer - 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.

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.

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.

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

Minimum 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.

Non-Business Day - 4:01 p.m. to 8:59 a.m., 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."

NOS - Used throughout this tariff to mean NOS Communications, Inc. unless clearly indicated otherwise by the text.

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

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

Switched Access Origination - Where originating access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

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

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

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

## SECTION 2 -RULES AND REGULATIONS

## A. Undertaking of the Company

The Company's services and facilities are furnished for communications originating at specified points within the state of Ohio under terms of this tariff.

The Company installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this tariff. The 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 connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.

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.

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

## B. Limitations

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

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

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

## D. Liabilities of the Company

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

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

## D. Liabilities of Company (Cont'd)

3. The Company shall not be liable for, and shall be fully indernnified and held harmless by customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
4. The Company shall not be liable for any defacement of or damages to the premises of a customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
5. Year 2000 Compliance. Company may be held liable in the event of its negligent failure 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.

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

## E. 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 Public Utilities Commission of Ohio pursuant to applicable statutory or regulatory provisions at the conclusion of any arbitration conducted in accordance herewith.

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

## F. Deposits

The Company does not require a deposit from the customer.
G. Advance Payments

For customers whom the Company feels an advance payment is necessary, the 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 month's charges and a new advance payment may be collected for the next month.
H. 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.

## I. 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 PBX, key systems or pay telephone. 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)

## J. 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.

## K. Payment for Service

The customer is responsible for payment of all charges for services and equipment furnished to the customer or to an authorized user of the customer by the Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agency. Terms of payment shall be according to the rules and regulations of the Public Utilities Commission of Ohio. Any objections to billed charges must be promptly reported to the Company. Adjustments to customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
L. Cancellation by Customer

Customer may cancel service by providing 30 days written notice to the Company.
*Certain material formerly appearing on this page now appears on First Revised Page No. 14*

**ALL MATERIAL ON THIS PAGE IS NEW**

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

## M. Service Term Commitments

1. 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.
2. 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.
3. 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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# **ALL MATERIAL ON THIS PAGE IS NEW** 

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

## M. Service Term Commitments (Cont'd)

4. 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." he 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.
5. 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.

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

## N. Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities 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 the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the customer.
O. Refusal or Discontinuance by Company

1. The Company may refuse or discontinue service with proper notice to the customer for any of the following reasons:
(a) For failure of the customer to pay a bill for service when it is due.
(b) For failure of the customer to meet the Company's advance payment and credit requirements.
(c) For failure of the customer to make proper application for service.
(d) For customer's violation of any of the Company's rules on file with the Commission.
(e) For failure of the customer to provide the Company reasonable access to its equipment and property.
(f) For customer's breach of any contract for service between the Company and the customer.
(g) For a failure of the customer to furnish such service, equipment, and/or rights-ofway necessary to serve said customer as shall have been specified by the Company as a condition of obtaining service.
(h) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
*Certain material appearing on this page formerly appeared on Original Page No. 13*

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

O. Refusal or Discontinuance by Company (Cont'd)
2. The Company may refuse or discontinue service without notice to the customer for any of the following reasons:
(a) In the event of tampering with the Company's equipment.
(b) In the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the Company's equipment, the public, or to employees of the Company.
(c) In the event of a customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

## P. Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment or communications systems provided by the customer, are subject to the general liability provisions set forth herein. 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, customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by customer and connected to the Company's terminal. Interruptions caused by customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the customer has the option of using the long distance network via local exchange company access.

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

Q. Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

## R. Tests, Pilots, and Promotional Campaigns

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a customer.

## S. Cost of Collection and Repair

The customer is responsible for any and all costs incurred in the collection of money due the Company including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

## SECTION 3 - EXPLANATION OF RATES

## A. Rate Elements

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 by signal from the local telephone company.
2. Charges for calls are based on usage of the Company's network (transport) and the related non-transport functions including without limitation, installation/account set up, general and account administration, regulatory fees, and other costs.
3. Charges for a call are determined by adding all applicable Call Units as defined in this tariff - Minimum, 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. All rates for services are included in this tariff.
4. The Company adds one or more ECUs in determining TCUs to recover the equivalent of the costs for the non-transport functions of providing a call according to a nondiscriminatory algorithm applied to all customers unless otherwise provided for herein.

## SECTION 3 - EXPLANATION OF RATES (Cont'd)

## A. Rate Elements (Cont'd)

5. Reserved for Future Use.
6. Reserved for Future Use.

## SECTION 3 - EXPLANATION OF RATES (Cont'd)

## A. Rate Elements (Cont'd)

## 7. Call Unit Calculations

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

## TABLE 1 - Calls of a Minute or Less

Duration (In seconds) TCU's

| $1-18^{*}$ | 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
Duration (In minutes)
1-19.9
$20+$
Note: The tables preceding can be used in reverse to convert TCU's to minutes of call duration for individual calls.

## SECTION 3 - EXPLANATION OF RATES (Cont'd)

## A. Rate Elements (Cont'd)

## SECTION 3 - EXPLANATION OF RATES (Cont'd)

## A. Rate Elements (Cont'd)

## SECTION 3 - EXPLANATION OF RATES (Cont'd)

## A. Rate Elements (Cont'd)

## SECTION 3 - EXPLANATION OF RATES (Cont'd)

A. Rate Elements (Cont'd)

## SECTION 3 - EXPLANATION OF RATES (Cont'd)

## A. Rate Elements (Cont'd)

## SECTION 3 - EXPLANATION OF RATES (Cont'd)

## A. Rate Elements (Cont'd)

## SECTION 3 -EXPLANATION OF RATES (Cont'd)

## A. Rate Elements (Cont'd)

## SECTION 3 - EXPLANATION OF RATES (Cont'd)

## A. Rate Elements (Cont'd)

## SECTION 3 -EXPLANATION OF RATES (Cont'd)

## A. Rate Elements (Cont'd)

## SECTION 3 - EXPLANATION OF RATES (Cont'd)

## A. Rate Elements (Cont'd)

## SECTION 3 -EXPLANATION OF RATES (Cont'd)

## A. Rate Elements (Cont'd)

## *All Material Appearing On This Page Is New.*

## SECTION 3 - EXPLANATION OF RATES (Cont'd)

## A. Rate Elements (Cont'd)

8. All calls incur charges for Minimum and applicable Equivalent Call Units and all calls of more than 18 seconds will also incur charges for applicable Incremental Call Units.
9. 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.

## SECTION 3 - EXPLANATION OF RATES (Cont'd)

## A. Rate Elements (Cont'd)

## 10. Rounding

(a) 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 6second increment, the call's duration is rounded to the next whole 6 -second increment. Services with billing increments of 6 second increments with an 18second 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.
(b) 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 $\$ 1.43$ ).

## SECTION 3 - EXPLANATION OF RATES (Cont'd)

## A. Rate Elements (Cont'd)

11. Reserved for Future Use.

## SECTION 3 - EXPLANATION OF RATES (Cont'd)

## A. Rate Elements (Cont'd)

11. Reserved for Future Use.

## SECTION 3 - EXPLANATION OF RATES (Cont'd)

## A. Rate Elements (Cont'd)

11. Reserved for Future Use.

## SECTION 3 -EXPLANATION OF RATES (Cont'd)

## A. Rate Elements (Cont'd)

11. Reserved for Future Use.

## SECTION 3-EXPLANATION OF RATES (Cont'd)

## A. Rate Elements (Cont'd)

11. Reserved for Future Use.

# *Certain Material Formerly Appearing On This Page Now Appears on First Revised Page 22.2.* SECTION 3 - DESCRIPTION OF SERVICE (Cont'd) <br> RESERVED FOR FUTURE USE 

# *Certain Material Formerly Appearing On This Page Now Appears on First Revised Page 22.3.* 

## SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

RESERVED FOR FUTURE USE

# *Certain Material Formerly Appearing On This Page Now Appears on First Revised Page 22.3.* 

## SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

## RESERVED FOR FUTURE USE

## SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

## B. Freedom Plan for Business Users Service

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 Ohio during Business Day hours. The following services are eligible for the Freedom Plan for Business Users: 1+ Outbound and Toll Free Access ( $800 / 888 / 877$ ). The Freedom Plan for Business Users does not apply to calling card calls nor to customers deciding to receive service under Company's Super U/Super 1 Rate Plan.

1. Under the Freedom Plan for Business Users, the Company will waive the ECU rate component for the first and second periods of service within the regular billing cycle for each Customer eligible for and selecting the Freedom Plan for Business Users. Company's standard tariff rates apply at the expiration of this introductory period.

## SECTION 3 -EXPLANATION OF RATES (Cont'd)

## B. Freedom Plan for Business Users (Cont'd)

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

Table 1

| Rate Plan |  | Rate Category |
| :--- | :--- | :--- |
| Basic Q | $\$ .153$ | XI |
| Classic Q | $\$ .137$ | X |
| Classic 2 | $\$ .129$ | IX |
| Classic 1 | $\$ .119$ | VIII |
| Universal | $\$ .109$ | VII |
| Prime 2 | $\$ .099$ | VI |
| Prime 1 | $\$ .089$ | V |
| Super 1 | $\$ .079$ | IV |
| Super 2 | $\$ .069$ | III |
| Cairo 1 | $\$ .049$ | II |
| Cairo 2 | $\$ .029$ | I |

3. Any Rate Category I-IX customers in service on or before June 30, 2005, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after October 1,2005, that are reflected on invoices rendered on or after November 1, 2005.
4. Any Rate Category X customers in service on or before June 30, 2005, 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 October 1, 2005, that are reflected on invoices rendered on or after November 1, 2005.

## *All Material On This Page Is New*

## SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

## B. Freedom Plan for Business Users (Cont'd)

5. 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 Texas within the 30 day period preceding customer's service commencement date with Company.
6. Reserved for Future Use.
7. 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.
8. 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.
**ALL MATERIAL ON THIS PAGE IS NEW**
SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

## B. Freedom Plan for Business Users (Cont'd)

## 9. "One, Two, Three, Every Third Invoice Free" Promotion

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:
a. A credit applied to customer's first, second and third invoices equal to $33 \%$ of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
b. A credit applied to every third invoice, starting with customer's sixth invoice ( $6^{\text {th }}$, $9^{\text {th }}, 12^{\text {th }}$, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

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

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

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## SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

## C. 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, 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 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.

1. TSOs will comply with the Carrier's net revenue test which is founded on established economic principles ensuring above-cost pricing.
2. A customer or potential customer which is similarly situated may request service under a new or previously tariffed 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. 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.

## SECTION 4 -RATES

## A. General

Each customer is charged individually for each call placed through the Company. Rates may vary by mileage band, time of day, day of week, call duration, type of originating access and product type, as specified in this tariff.

## B. Time of Day Rate Periods

The appropriate rates apply for Business Day and Non-Business Day calls based on the following chart.

| Times | Mon | Tues | Wed | Thur | Fri | Sat | Sun |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| $9: 00$ am to $4: 00 \mathrm{pm}$ | Business Day |  |  |  |  |  |  |
| $4: 01 \mathrm{pm}$ to $8: 59 \mathrm{am}$ | Non-Business Day |  |  |  |  |  |  |

## SECTION 4 - RATES (Cont'd)

## C. Freedom Plans

Company offers two Freedom Plans, its Freedom Plan 2000 and its Freedom Plan for Business Users. Company's standard tariff rate methodology applies in each invoice under it Freedom Plan 2000. Section 4.C applies to Company's Freedom Plan for Business Users. The following Freedom Plans Rate Plans, the Basic Q, Classic Q, Classic 2, Classic 1, Universal, Prime 2, Prime 1, Super 1, Super 2, Cairo 1 and Cairo 2 Rate Plans, are offered by Company. The Freedom Plan rates are as follows:

## 1. Basic Q Rate Plan

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

| Time <br> Period | Minimum Call <br> Unit <br> (1st 18 seconds) | Incremental Call <br> Unit (Each Add'16 <br> seconds) | Call Unit <br> Charges In <br> Cents Per <br> Minute or <br> CPM | Equivalent Call <br> Unit <br> Non-Usage <br> Charge for Usage <br> Increments) |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0459$ | $\$ 0.0153$ | $\$ 0.153$ | $\$ 0.0153$ |
| Off-Peak/Non-Business <br> Day | $\$ 0.0459$ | $\$ 0.0153$ | $\$ 0.153$ | $\$ 0.0153$ |

## 2. Classic Q Rate Plan

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

| Time <br> Period | Minimum Call <br> Unit <br> (1st 18 seconds) | Incremental Call <br> Unit (Each Add'1 6 <br> seconds) | Call Unit <br> Charges In <br> Cents Per <br> Minute or <br> CPM | Equivalent Call <br> Unit <br> (Non-Usage <br> Charge for Usage <br> Increments) |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0411$ | $\$ 0.0137$ | $\$ 0.137$ | $\$ 0.0137$ |
| Off-Peak/Non-Business <br> Day | $\$ 0.0411$ | $\$ 0.0137$ | $\$ 0.137$ | $\$ 0.0137$ |

## SECTION 4 -RATES (Cont'd)

## C. Freedom Plans

## 3. Classic 2 Rate Plan

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

| Time <br> Period | Minimum Call <br> Unit <br> (1st 18 seconds) | Incremental Call <br> Unit (Each Add'1 6 <br> seconds) | Call Unit <br> Charges In <br> Cents Per <br> Minute or <br> CPM | Equivalent Call <br> Unit <br> (Non-Usage Charge <br> for Usage <br> Increments) |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0387$ | $\$ 0.0129$ | $\$ 0.129$ | $\$ 0.0129$ |
| Off-Peak/Non-Business <br> Day | $\$ 0.0387$ | $\$ 0.0129$ | $\$ 0.129$ | $\$ 0.0129$ |

## SECTION 4 -RATES (Cont’d)

## C. Freedom Plans (Cont'd)

4. Classic 1 Rate Plan

Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over $\$ 15.00$ at the following rates:
\(\left.$$
\begin{array}{|l|l|l|l|l|}\hline \begin{array}{l}\text { Time } \\
\text { Period }\end{array} & \begin{array}{l}\text { Minimum Call } \\
\text { Unit } \\
\text { (1st 18 seconds) }\end{array} & \begin{array}{l}\text { Incremental Call } \\
\text { Unit (Each Add'1 6 } \\
\text { seconds) }\end{array} & \begin{array}{l}\text { Call Unit } \\
\text { Charges In } \\
\text { Cents Per } \\
\text { Minute or } \\
\text { CPM }\end{array} & \begin{array}{l}\text { Equivalent Call }\end{array}
$$ <br>
\hline Unit <br>
(Non-Usage <br>
Charge for Usage <br>

Increments)\end{array}\right] |\)| Off-Peak/Non-Business <br> Day | $\$ 0.0357$ | $\$ 0.0119$ | $\$ 0.0119$ |
| :--- | :--- | :--- | :--- |

## 5. Universal Rate Plan

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

| Time <br> Period | Minimum <br> Call Unit <br> (1st 18 seconds) | Incremental Call <br> Unit (Each Add'16 <br> seconds) | Call Unit <br> Charges In <br> Cents Per <br> Minute or <br> CPM | Equivalent Call <br> Unit <br> (Non-Usage <br> Charge for Usage <br> Increments) |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0327$ | $\$ 0.0109$ | $\$ 0.109$ | $\$ 0.0109$ |
| Off-Peak/Non-Business <br> Day | $\$ 0.0327$ | $\$ 0.0109$ | $\$ 0.109$ | $\$ 0.0109$ |

## SECTION 4 -RATES (Cont'd)

C. Freedom Plans (Cont'd)
6. Prime 2 Rate Plan

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

| Time <br> Period | Minimum Call <br> Unit <br> (1st 18 seconds) | Incremental Call <br> Unit (Each Addl 6 <br> seconds) | Call Unit <br> Charges In <br> Cents Per <br> Minute or <br> CPM | Equivalent Call <br> Unit <br> (Non-Usage <br> Charge for Usage <br> Increments) |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0297$ | $\$ 0.0099$ | $\$ 0.099$ | $\$ 0.0099$ |
| Off-Peak/Non-Business <br> Day | $\$ 0.0297$ | $\$ 0.0099$ | $\$ 0.099$ | $\$ 0.0099$ |

7. Prime 1 Rate Plan

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

| Time <br> Period | Minimum Call <br> Unit <br> (1st 18 seconds) | Incremental Call <br> Unit (Each Add'1 6 <br> seconds) | Call Unit <br> Charges In <br> Cents Per <br> Minute or <br> CPM | Equivalent Call <br> Unit <br> (Non-Usage <br> Charge for Usage <br> Increments) |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0267$ | $\$ 0.0089$ | $\$ 0.089$ | $\$ 0.0089$ |
| Off-Peak/Non-Business <br> Day | $\$ 0.0267$ | $\$ 0.0089$ | $\$ 0.089$ | $\$ 0.0089$ |

## SECTION 4 - RATES (Cont'd)

## C. Freedom Plans (Cont'd)

## 8. Super 1 Rate Plan

Super 1 rates are provided to Customers whose minimum monthly intrastate usage is in excess of $\$ 35.00$ at the following rates.

| Time <br> Period | Minimum Call <br> Unit <br> (1st 18 seconds) | Incremental Call <br> Unit (Each Add'16 <br> seconds) | Call Unit <br> Charges In <br> Cents Per <br> Minute or <br> CPM | Equivalent Call <br> Unit <br> (Non-Usage <br> Charge for Usage <br> Increments) |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0237$ | $\$ 0.0079$ | $\$ 0.079$ | $\$ 0.0079$ |
| Off-Peak/Non-Business <br> Day | $\$ 0.0237$ | $\$ 0.0079$ | $\$ 0.079$ | $\$ 0.0079$ |

9. Super 2 Rate Plan

Super 2 rates are provided to Customers whose minimum monthly intrastate usage is in excess of $\$ 40.00$ at the following rates.

| Time <br> Period | Minimum Call <br> Unit <br> (1st 18 seconds) | Incremental Call <br> Unit (Each Add'1 6 <br> seconds) | Call Unit <br> Charges In <br> Cents Per <br> Minute or <br> CPM | Equivalent Call <br> Unit <br> (Non-Usage <br> Charge for Usage <br> Increments) |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0207$ | $\$ 0.0069$ | $\$ 0.069$ | $\$ 0.0069$ |
| Off-Peak/Non-Business <br> Day | $\$ 0.0207$ | $\$ 0.0069$ | $\$ 0.069$ | $\$ 0.0069$ |

## SECTION 4 -RATES (Cont'd)

## C. Freedom Plans (Cont'd)

## 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:

| Time <br> Period | Minimum Call <br> Unit <br> (1st 18 seconds) | Incremental Call <br> Unit <br> (Each Add'16 <br> seconds) | Call Unit <br> Charges In <br> Cents Per <br> Minute or <br> CPM | Equivalent Call <br> Unit <br> (Non-Usage <br> Charge for Usage <br> Increments) |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0147$ | $\$ 0.0049$ | $\$ 0.049$ | $\$ 0.0049$ |
| Off-Peak/Non-Business <br> Day | $\$ 0.0147$ | $\$ 0.0049$ | $\$ 0.049$ | $\$ 0.0049$ |

## SECTION 4 - RATES (Cont'd)

## C. Freedom Plans (Cont'd)

## 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:

| Time <br> Period | Minimum Call <br> Unit <br> (1st 18 seconds) | Incremental <br> Call Unit <br> (Each Add'l 6 <br> seconds) | Call Unit Charges <br> In Cents Per <br> Minute or CPM | Equivalent Call <br> Unit <br> (Non-Usage <br> Charge for <br> Usage <br> Increments) |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0087$ | $\$ 0.0029$ | $\$ 0.029$ | $\$ 0.0029$ |
| Off-Peak/Non-Business <br> Day | $\$ 0.0087$ | $\$ 0.0029$ | $\$ 0.029$ | $\$ 0.0029$ |

## 12. Reserved for Future Use

# *ALL MATERIAL ON THIS PAGE IS NEW* 

## SECTION 4 -RATES (Cont'd)

## C. Freedom Plan For Business Users Rate Plans (Cont'd)

## 13. Limited-Class Switched Rates

13.1 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 Rate Plan

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

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

b. D-3 Rate Plan

D-3 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over $\$ 110.00$ at the following rates:

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

c. D-4 Rate Plan

D-4 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over $\$ 120.00$ at the following rates:

| Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- |
| $\$ 0.0087$ | $\$ 0.0029$ |
| $\$ 0.0087$ | $\$ 0.0029$ |

# *ALL MATERIAL ON THIS PAGE IS NEW* 

## SECTION 4 - RATES (Cont'd)

## C. Freedom Plan For Business Users Rate Plans (Cont'd)

## 13. Limited-Class Switched Rates (Cont'd)

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

## a. X-1 Rate Plan

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

Peak/Business Day Off-PeakNon-Business Day

| Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- |
| $\$ 0.0177$ | $\$ 0.0059$ |
| $\$ 0.0177$ | $\$ 0.0059$ |

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:

| Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |  |
| :--- | :--- | :--- |
| $\$ 0.0147$ |  | $\$ 0.0049$ |
| $\$ 0.0147$ | $\$ 0.0049$ |  |

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## SECTION 4 - RATES (Cont'd)

## D. Rates for Calling Cards

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

|  | Minimum Call Unit | Incremental | CPM | Non-Usage |
| :--- | :--- | :--- | :--- | :--- |
| Minimum | $\$ 0.0459$ | $\$ 0.0153$ | $\$ 0.153$ | $\$ 0.0153$ |
| Maximum | $\$ 0.07$ | $\$ 0.0233$ | $\$ 0.233$ | $\$ 0.0233$ |
| Business Day | $\$ 0.0513$ | $\$ 0.0171$ | $\$ 0.171$ | $\$ 0.0171$ |
| Non-Business Day | $\$ 0.0459$ | $\$ 0.0153$ | $\$ 0.153$ | $\$ 0.0153$ |

2. Rates for Calls Terminated to a Mobile Phone or Pager. From and after the effective date of this revision, all calls terminated to a mobile phone or pager shall be charged the following rates:

|  | Minimum Call Unit | Incremental | CPM | Non-Usage |
| :--- | :--- | :--- | :--- | :--- |
| Minimum | $\$ 0.006$ | $\$ 0.002$ | $\$ 0.02$ | $\$ 0.002$ |
| Maximum | $\$ 0.21$ | $\$ 0.07$ | $\$ 0.7$ | $\$ 0.07$ |
| Business Day | $\$ 0.0513$ | $\$ 0.0179$ | $\$ 0.179$ | $\$ 0.0179$ |

## E. Directory Assistance Rate per call:

Minimum
$\$ 0.75$
$\frac{\text { Maximum }}{\$ 1.50}$
Rate
\$1.25

## SECTION 4 -RATES (Cont'd)

## F. Miscellaneous Charges (Cont'd)

1. Payphone Surcharge

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

| Minimum |  |  |
| :--- | :--- | :--- |
| $\$ 0.35$ | $\frac{\text { Maximum }}{\$ 0.69}$ | $\frac{\text { Rate }}{\$ 0.69}$ |

2. Calling Card "Bong" Charge

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

| Minimum | $\frac{\text { Maximum }}{\$ 0.75}$ | $\frac{\text { Rate }}{\$ 0.50}$ |
| :--- | :--- | :--- |

## 3. Account Recourse Charges ("ARCs")

Customers qualifying for discounted rates pursuant to Company's Freedom Plan for Business Users ("FPBU") Service which elect to close their respective accounts with Company prior to the completion of a continuous service period of six consecutive invoices are subject to Account Recourse Charges (ARCs). Account Recourse Charges apply to Customers electing to close their accounts prior to completing six months of continuous service on the FPBU Service by dropping such Customers from the discounted FPBU rates. The Account Recourse Charges include one of two applicable one-time adjustments in service rate(s) for the final period of service which month immediately precedes Customer's service termination. Application of ARC charges are determined on the day prior to the final day of active service for each Customer, that is, the last day on which Customer utilizes the Company's services. All ARCs are billed on the final invoice rendered.
(a) Final Adjusted Invoice Rate (FAIR) ............... \$ 0.418 per applicable full billing increment For a Customer whose last service date is less than 18 days into Customer's final billing cycle.
(b) Final Adjusted Invoice Rate (FAIR) ............... $\$ 0.209$ per applicable full billing increment For a Customer whose last service date is more than 18 days into Customer's final billing cycle.
(c) Final Adjusted Invoice Rate (FAIR) ............... $\$ 0.171$ per applicable full billing increment Calling Card Service for all services plus a call set up charge of $\$ 0.50$ per call

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

# SECTION 4 - RATES (Cont'd) 

*All Material On This Page Is New*

## F. Miscellaneous Charges (Cont'd)

## 3. Account Recourse Charges ("ARCs") (Cont'd)

## Application of ARCs - Example:

Customer X establishes service with Company under Company's Freedom Plan For Business User's ("FPBU") Service and qualifies for the Super U/Super 1 Rate Plan (Section 4.C.7). Under the Super U/Super 1 Rate Plan, Customer X's Rates are as follows:

| Time <br> Period | Minimum <br> Call Unit <br> (1st 18 seconds) | Incremental Call <br> Unit (Each Add'16 <br> seconds) | Call Unit Charges ln <br> Cents Per Minute or <br> CPM | Equivalent Call <br> Unit <br> (Non-Usage Charge <br> for Usage <br> Increments) |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0237$ | $\$ 0.0079$ | $\$ 0.079$ | $\$ 0.0079$ |
| Off-Peak/ <br> Non-Business Day | $\$ 0.0387$ | $\$ 0.0129$ | $\$ 0.129$ | $\$ 0.0129$ |

Should Customer X elect to terminate service under Company's FPBU prior to a six month term commitment, the charges incurred during said Customer's final invoice period will not be rated utilizing the discounted FPBU Super U/Super 1 Rates, but will be rated at a higher per call unit rate, depending on the last date of service. Pursuant to Section 4.F.3(b), above, for such a Customer whose last service date is more than 18 days into the final billing cycle, the adjusted rate will be calculated as follows:

| Time <br> Period | Call Unit Charges In Cents Per Minute or CPM <br> (i.e.,,applicable full billing increment) |
| :--- | :--- |
| Peak/Business Day | $\$ 0.079+\$ 0.209$ (FAIR Rate in Section 4.F.3(b)) $=\$ 0.288$ CPM |
| Off-Peak/Non-Business Day | $\$ 0.129+\$ 0.209=\$ 0.338$ CPM |

Therefore, for a 10 minute call ordinarily rated at $\$ 0.079$ CPM under the FPBU's Super U/Super 1 Rate Plan, the adjusted rate for such a call for Customer $X$, who elected to terminate service prior to the termination of a six month commitment would be rated at $\$ 3.38$, whereas, had Customer X not terminated early, said 10 minute call would have been rated at $\$ 0.79$.

## SECTION 4 - RATES (Cont'd)

## G. Reserved for Future Use.

## SECTION 4 - RATES (Cont'd)

## H. Advantage Card Service (ACS)

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

## 1. Eligibility

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

## 2. Limitations and Disclaimers

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

## SECTION 4 -RATES Cont'd)

## H. Advantage Card Service (ACS) (Cont'd)

2. Limitations and Disclaimers (Cont'd)
(e) Subject to and in accordance with the provisions of Section 3.C preceding and the eligibility requirements of H. 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 H .1 preceding.
(f) An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

## 3. Reinstatement

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

The rates set forth in Section D. 1 preceding apply to ACS service.

# SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION 

## A. Freedom Plan Plus (FPP)

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

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

All conditions applicable to Freedom Plan customers must be satisfied in order for a customer to qualify for Freedom Plan Plus. A Customer under Freedom Plan Plus shall be billed at Freedom Plan Rates for Freedom Plan Services, as determined by the Customer's applicable Freedom Plan Rate Category. However, Freedom Plan Plus Customers' accounts must have an applicable Freedom Plan Rate Category which corresponds to a call unit rate of $\$ 0.069$ 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 $\$ 0.069$ will have their Rate Category adjusted upward to a Rate Category corresponding to a call unit rate of $\$ 0.069$ or higher. The same promotions and incentives available to other Freedorn Plan customers are available to Freedom Plan Plus customers, subject to the same qualifications and other requirements applicable to other Freedom Plan customers for those promotions or incentives.

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

All Freedom Plan Plus customers in service on or before March 31, 2007, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories or to the highest available rate category, whichever is lower, effective for all calls on or after July 1, 2007, that are reflected on invoices rendered on or after August 1, 2007.

## SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd)

B. Reserved for Future Use

# SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd) 

B. Reserved for Future Use

# SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd) 

B. Reserved for Future Use

## SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont’d)

C. Reserved for Future Use

# SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd) 

C. Reserved for Future Use

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# SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd) 

## C. Reserved for Future Use

## SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd)

## C. Reserved for Future Use

## SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd)

D. Reserved for Future Use

# SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd) 

## E. Reserved for Future Use

# SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd) 

E. Reserved for Future Use

# SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd) 

## E. Reserved for Future Use

## SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd)

## F. Customer Advantage Plans ("CAPs")

## 1. General Terms and Conditions

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Advantage Plan" or "CAP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CAP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Advantage Plan offerings are available for eligible Customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CAP to be valid.
(a) CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
(b) A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.

## SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd)

## F. Customer Advantage Plans (Cont'd)

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

(c) An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.
(d) CAPs are available for all published rates.
(e) Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section $F$.
(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 F. 2 through and including F. 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.

## SECTION 5 - TELECOMPETITIVE SERYICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd)

## F. Customer Advantage Plans (Cont'd)

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

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th and 12th invoices as provided following.
(a) For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice and for the consecutive eleven-month period preceding Customer's 12 th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
(b) Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:

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


## SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd)

## F. Customer Advantage Plans (Cont'd)

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

Customers who qualify as a new customer or as either a "save" or a "wingback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 10th, and 14th invoices as provided following.
(a) For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice, for the consecutive nine-month period preceding Customer's 10th invoice, and for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

- 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 6 th, 10 th, and 14 th 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 F.3.(a), preceding.


# *All Material On This Page Is New* <br> SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd) 

## F. Customer Advantage Plans (Cont'd)

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

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

On and after October 10,2000 , 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.

- 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.

| Denomination |  |  |
| :--- | :--- | :--- |
|  |  |  |
| $\$ 25.00$ | Monthly Usage Volume |  |
| $\$ 50.00$ |  | $\$ 50.00-\$ 149.99$ |
| $\$ 150.00$ |  | $\$ 150.00-\$ 249.99$ |

- 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.

| Minimum Call | Incremental Call |
| :--- | :--- |
| Unit Value | Unit Value |
| @ 60 seconds | @ 60 seconds |
| or Fraction | or Fraction |
| $\$ 0.171$ | $\$ 0.171$ |

- Availability. Company's TTT-1 service promotion is available on and after October 10, 2000 until February 10, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.


# *All Material On This Page Is New* <br> SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd) 

## F. Customer Advantage Plans (Cont'd)

4. Customer "Thanks for Taking the Time" Advantage Plans
a. "Thanks for Taking the Time"-1 ("TTT-1") Advantage Plan

- 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.


## SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd)

## F. Customer Advantage Plans (Cont'd)

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

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

On and after May 15, 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.
(a) Card Denominations. Under this promotion, a Company debit card is available in a single $\$ 250$ denomination based on the end user's monthly volume of usage.
$\frac{\text { Denomination }}{\$ 250.00} \quad \frac{\text { Monthly Usage Volume }}{\$ 250.00+}$
(b) 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.

| Minimum Call Unit Value | Incremental Call Unit Value |
| :--- | :--- |
| $@, 60$ seconds or Fraction | $@, 60$ seconds or Fraction |

(c) Availability. Company's TTT service promotion is available on and after May 15, 2000 until October 15, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

# SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd) 

## F. Customer Advantage Plans (Cont'd)

4. Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)
4.1 "Thanks for Taking the Time"-2 ("TTT-2") Advantage Plan
(d) Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT 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.
(e) Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in Section F.4(d) preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in A. preceding.

## SECTION 5-TELECOMPETTTIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd)

## F. Customer Advantage Plans (Cont'd)

## 5. Customer S\&W Prepaid Advantage Plan

On and after October 10,2000 , 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
2.5 Factor

S\&W Calling Card Non-Calling Card Charges*
\$ 50.00
$\times 2.5$
Denomination(s)

* Sample levels only. Company reserves the right to round down the actual capacity of any S\&W Card.
(a) Rates. The rates for calls using the Company's S\&W Card are time of day insensitive; decremented in sixty (60) second increments with a minimum call unit of 60 seconds; and are rounded to the next whole 60 second increment.

| Minimum Call Unit | Incremental Call Unit |
| :--- | :--- |
| $@ 60$ seconds or Fraction | $@(60$ seconds or Fraction |
| $\$ 0.171$ | $\$ 0.171$ |

(b) Availability. Company's $S \& W$ Card service promotion is available on and after October 10, 2000 until February 10, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

# SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd) 

F. Customer Advantage Plans (Cont'd)

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

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

# SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd) 

## F. Customer Advantage Plans (Cont'd)

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

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6 th, 9 th, 13th, 19th, 22 nd, and 26 th invoices as provided following.
(a) For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") 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.

## SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd)

## F. Customer Advantage Plans (Cont'd)

6. Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)
(b) Eligibility. To be eligible for the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no 90 -day or older outstanding unpaid balance, and no 60 -day or older outstanding unpaid balance equal to or greater than $\$ 50.00$;
- have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
- have selected the 6th, 9th, 13th, 19th, 22nd, and 26 th 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 F.6.(a), preceding.


# SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd) 

## F. Customer Advantage Plans (Cont'd)

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

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

Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section F.6(b) 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.

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

Customers whose rates are adjusted pursuant to 4.C. 10 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 4.C.10.

# *All Material On This Page Is New* <br> SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd) 

## G. $20 \%$ Credit Every 6 Months

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

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


# *All Material On This Page Is New* <br> <br> SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") <br> <br> SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd) 

 AND RATE DESCRIPTION (Cont'd)}

## H. 1st and 3rd Invoice Credits

For new customers and those qualifying as save or winback customers, and who meet the eligibility requirements of Section H. 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.

## 1. Eligibility

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.

## 2. Terms

Each $\$ 50.00$ pre-paid calling card is decremented at the rates set forth in Section D. 1 for peak 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.

## SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd)

I. Service Term Invoice Free Credit. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 1.2 shall receive the Service Term Invoice Free Credit.

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.
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 I1, preceding.

# *All Material On This Page Is New* <br> SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd) 

## J. Cross Over Special Service Offers

## 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 eamed, as specified in Section J.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 J.2.B 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.


# *All Material On This Page Is New* <br> SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd) 

## J. Cross Over Special Service Offers (Cont'd)

## 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 J.1.A 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.


## *All Material On This Page Is New* <br> SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd)

## J. Cross Over Special Service Offers (Cont'd)

## 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:

| Previous Usage |  | $\$ 100$ Packets |
| :--- | :--- | :--- |
|  | $\$ 100.00$ |  |
| $\$ 200.00$ |  | 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.


## SECTION 5-TELECOMPETITIVE SERVICE OFFERINGS ("TSOs") AND RATE DESCRIPTION (Cont'd)

K. 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 5.12 .2 shall receive the Service Term Invoice Free Credit II.

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.
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 nompayment, 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 5.12.1, preceding.

## INTERNATIONAL PLUS

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN

Subject to Section 2, preceding, all services offered pursuant to this Section 6 are tailored to different classes of customers whose specific service profiles are defined by likekinded 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 in each section, following - the "Signature Services." Signature Services are offered in conjunction with related local, interstate and international services to the extent expressly so provided herein.

Section 6.A through section 6.D apply exclusively to residential customers. Section 6.E through section $6 . Q$ apply exclusively to business customers.

## A. International Plus Service

International Plus is a service mark representing a division of the Company which markets and provides service to business and residential customers. Subject to the terms and conditions set forth in this Section 6, International Plus Service is available only in combination with its counterpart International Plus International Service offering in Company's Tariff F.C.C. No. 3 and International Plus Interstate Service offerings in Company's Tariff F.C.C. No. 4.

1. General Terms - International Plus service includes outbound 1+, facsimile, toll free access and calling card services and is available seven days a week, 24 hours a day.
2. Rate Description - Rates are distance and time of day insensitive. Minimum call duration is billed in 2.5 minutes ( 150 seconds) with each full or fractional increment of call duration billed in full minutes ( 60 seconds), that is, each non-full minute increment is rounded to the next full minute.

## INTERNATIONAL PLUS

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Residential)

## A. International Plus Service (Cont'd)

3. Usage Sensitive Charges - International Plus service calls are rated pursuant to the per minute of usage charges following.
a. For 1+ (including facsimile) and toll free access calls, the rates are:

| Rate First 60 Secs. Each Add'1 60 Secs. <br> Category <br> Standard or Fraction  <br> or Fraction   |  |  |
| :--- | :--- | :--- |
| Preferred | $\$ 0.179$ | $\$ 0.179$ |
| Winback** | $\$ 0.079$ | $\$ 0.079$ |
| Evergreen*** | $\$ 0.079$ | $\$ 0.079$ |
|  | $\$ 0.069$ | $\$ 0.069$ |

* Requires a monthly minimum of $\$ 10.00$ for intrastate services.
** Customer must be a "save" or "winback" customer.
*** Requires a monthly minimum of $\$ 20.00$ for intrastate services.
b. For calling card calls, the rates are:

|  | First 60 Secs. <br> or Fraction | Each Add'l 60 Secs. <br> or Fraction |
| :--- | :--- | :--- |
| Standard/Preferred/Winback | $\$ 0.171$ | $\$ 0.171$ |
| Evergreen | $\$ 0.119$ | $\$ 0.119$ |

c. Any customers other than Standard Rate Category customers, in service on or before September 30, 2002, whose services are not part of a usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to the Rate Category with the next highest rate, effective for all calls on or after January 1, 2003, that are reflected on invoices rendered on or after February 1, 2003.

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Residential)

## A. International Plus Service (Cont'd)

## 4. Limitations and Disclaimers

a. No Promotional Tie-ins - International Plus service is not available to any customer whose service is being provided pursuant to one or more promotional offerings tariffed herein.
b. Discontinuance - International Plus service, and/or any term or condition affecting the availability and/or rates for Intemational Plus service may be discontinued upon ten (10) days written notice to customer and without liability to customer, any authorized user, or third party.

## 5. Companion Federal Rate Guarantee

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

## 6. Minimum/Maximum International Plus Service Rates

a. For $1+$ (including facsimile) and toll free access calls, the min/max rates are:
$\frac{\text { Minimum CPM }}{\$ 0.02} \quad \frac{\text { Maximum CPM }}{\$ 0.70}$
b. For calling card calls, the rates are:

Minimum Peak or Off-Peak CPM $\$ 0.02$

Maximum Peak or Off-Peak CPM $\$ 0.70$

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d/b/a 011 Communications
d/b/a The Internet Business Association
d/b/a iVantage Network Solutions
d/b/a Blueridge Telecom Systems

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Residential)

## A. International Plus Service (Cont'd)

## 7. International Plus Prepaid Calling Service

## a. General Description

a. 1 Company offers International Plus Prepaid Calling Service throughout the State of Ohio. Charges are not mileage, time of day or day of the week sensitive.
a. 2 International Plus Prepaid Calling Service enables the Customer to complete an outbound call from any touch-tone or mobile phone in the State of Ohio. Customer must register with the Company each working telephone number ("WTN") they designate to utilize the International Plus Prepaid Calling Service. The International Plus Prepaid Calling Service is then accessed by dialing a designated toll free number. Upon hearing a dial tone, the customer may then dial the desired telephone number directly. Once the WTN (s) is registered with the company, a personal identification number is not required. Customers calling from a non-registered WTN are required to enter their registered WTN in order to access their International Plus Prepaid Calling Service.

## b. Conditions of Service

b. 1 Calls to directory assistance and calls placed to $500,700,800,900,950$ numbers will not be completed using the International Plus Prepaid Calling Service.
b. 2 Calls may only be charged against the International Plus Prepaid Calling Service account that has a sufficient available balance.
b. 3 Non-billable calls will not incur any surcharges, taxes or fees.
b. 4 International Plus Prepaid Calling Service is non-refundable and will expire six months from the date of registration, or when the account balance is depleted, whichever occurs first. Each time the International Plus Prepaid Calling Service is recharged the expiration date is reset for an additional six months.
b. 5 Neither the Company nor any authorized agents shall be liable or responsible for theft, loss, or unauthorized use of any International Plus Prepaid Calling Service accounts.

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Long Distance Tariff P.U.C.O. No. 1
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Original Page No. 44.1.2
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d/b/a The Internet Business Association
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d/b/a Blueridge Telecom Systems
*ALL MATERIAL ON THIS PAGE IS NEW*

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Residential)

## A. International Plus Service (Cont'd)

## 7. International Plus Prepaid Calling Service (Cont'd)

## c. Recharging Feature

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

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SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Residential)

## A. International Plus Service (Cont'd)

## 7. International Plus Prepaid Calling Service (Cont'd)

## d. Credit Allowance for Interruptions

d. 1 Customers who experience call interruption due to poor transmission, one-way transmission, or involuntary disconnection of the call may obtain a credit allowance. The credit allowance will be equal to the dollar value or minute equivalent for the duration of the call that is interrupted.
d. 2 In order to receive a credit allowance, the Customer must notify the Company at the designated Customer Service number within 30 days from the date of the interruption. The Customer must also furnish the called number, description of the trouble experienced, approximate time the call was placed, and the duration of the interruption.
d. 3 Credit allowances are not issued for interruptions that are due to the failure of power, equipment or systems not provided by the Company or intermptions that are not properly reported to the company.

## e. Fees and Surcharges

e. 1 Payphone Origination: A $\$ 0.99$ surcharge will be added to all International Plus Prepaid Calling Service calls that originate at payphones. The surcharge will be assessed in addition to any other rates and fees.
e. 2 Surcharge: A 20\% surcharge will be assessed for each call made using the International Plus Prepaid Calling Service that originates and terminates between any two points within the state of Ohio.
e. 3 Non-registered WTNs: A $\$ 0.65$ surcharge will be applied for any calls made from a non-registered WTN.
e. 4 Operator Assisted Calls: A $\$ 0.49$ per minute surcharge will be applied to all calls placed with the assistance of the Company's operator. The surcharge will be assessed in addition to any other rates and fees.

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## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Residential)

## A. International Plus Service (Cont'd)

## 7. International Plus Prepaid Calling Service (Cont'd)

## f. Timing of Calls

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

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

| Rate <br> Category | Rate Plan | Cents Per <br> Minute Rate | Required Minimum <br> Monthly Intrastate Usage |
| :--- | :--- | :--- | :--- |
| IV | IP 4 | $\$ 0.060$ | $\$ 0.00$ |
| III | IP 3* | $\$ 0.060$ | $\$ 25.00$ |
| II | IP 2 | $\$ 0.050$ | $\$ 50.00$ |
| I | IP 1* | $\$ 0.050$ | $\$ 100.00$ |

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


## i. Sign Up Bonus

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

# SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Residential) 

## B. Advantage Card Services (ACS)

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

## 1. Eligibility

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

## 2. Limitations and Disclaimers - General

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

SECTION 6-INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Residential)

## B. Advantage Card Services (ACS) (Cont'd)

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

e. Subject to and in accordance with the provisions of Sections D and D. 6 following, and the eligibility requirements of B. 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; provide 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 B. 1 preceding.
f. An ACS Customer must complete a minimum service term of seven (7) invoices with no delinquencies and no bill cycle interruptions in order for its eighth invoice to reflect the applicable Bonus Advantage Calling.
g. An ACS Customer whose service is terminated for cause or which voluntarily terminate Company's service prior to the completion of the minimum seven month service term for Bonus Advantage Calling forfeits all unused credits.

## 3. Limitations and Disclaimers - Shortfalls

An ACS Customer must maintain a monthly minimum of $\$ 20.00$ in the non-calling card charges to avoid shortfall charges. Customer shall be billed the difference between actual charges incurred and the monthly minimum charge of $\$ 20.00$, the "shortfall charges." For example, if a Customer's actual charges for non-calling card calls are \$12.34. a shortfall charge of $\$ 7.66$ will appear on the invoice. While shortfall charges apply to the non-calling card charges of an ACS Customer, the application of the shortfall provisions will not reduce the Fixed Advantage earned for calling card calls and the Customer will be credited with any calling card usage in excess of the total Fixed Advantage available if earned.

SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Residential)
B. Advantage Card Services (ACS) (Cont'd)
4. Reinstatement

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

The rates set forth in Section 6.A. 3 (b) apply to ACS calling card calls.

## INTERNATIONAL PLUS

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Residential)

## B. Advantage Card Services (ACS) (Cont'd)

## 6. Advantage Card Service II (ACS II)

Advantage Card Service II (ACS II) is offered to existing and new customers meeting the eligibility requirements set forth in B.5.(a) following. Each ACS II Customer who maintains its eligibility is entitled to free calling card calling up to $\$ 50.00$ per month commencing with Customer's first invoice if the ACS Customer incurs ACS charges in the service period covered by the first invoice, otherwise in the second invoice, and in either event the credit applies through and ending with Customer's seventh invoice ("Fixed Advantage Calling"). An additional allowance of free calling card calling is provided equal to $50 \%$ of the average monthly charges incurred for the ACS II Customer's non-calling card calling billed in the Customer's 2nd through 7th invoices following Customer commencement of service as an ACS II Customer ("Bonus Advantage Calling").

## a. Eligibility

Company's Advantage Card Service II (ACS II) becomes available once an International Plus 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).

## INTERNATIONAL PLUS

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Residential)

B. Advantage Card Services (ACS) (Cont'd)
6. Advantage Card Service II (ACS II) (Cont'd)
b. Limitations and Disclaimers - General

- ACS II is offered only in conjunction with Company's interstate and international companion ACS $\Pi$ offerings as tariffed with the FCC.
- If eamed as specified in B. 5 preceding, Fixed Advantage Calling will be reflected in Customer's first or second through seventh invoices following commencement of ACS II service and the ACS Bonus Advantage Calling will be reflected in Customer's eighth invoice following commencement of ACS II service.
- ACS II Calling Advantages are not available with any other promotional offering or "save/winback" program offered by Company except as provided in B. 5 following.
- Each month's ACS II Fixed Advantage Calling is noncumulative (cannot be carried over to any following month or otherwise accumulated).
- Subject to and in accordance with the provisions of Sections D and D. 6 following, and the eligibility requirements of B.5(a) preceding, ACS II service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS II service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by $B .5(\mathrm{a})$ preceding.


## INTERNATIONAL PLUS

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Residential)

B. Advantage Card Services (ACS) (Cont'd)

## 6. Advantage Card Service I (ACS II) (Cont'd)

b. Limitations and Disclaimers - General (Cont'd)

- An ACS II Customer must complete a minimum service term of seven (7) invoices with no delinquencies and no bill cycle interruptions in order for its eighth invoice to reflect the applicable Bonus Advantage Calling.
- An ACS II Customer whose service is terminated for cause or which voluntarily terminates Company's service prior to the completion of the minimum seven month service term for Bonus Advantage Calling forfeits all unused credits.


## c. Limitations and Disclaimers - Shortfalls

An ACS II Customer must maintain a monthly minimum of $\$ 20.00$ in noncalling card charges to avoid shortfall charges. Customer shall be billed the difference between actual charges incurred and the monthly minimum charge of $\$ 20.00$, the "shortfall charge." For example, if a Customers's actual charges for non-calling card calls are $\$ 12.34$, a shortfall charge of $\$ 7.66$ will appear on the invoice. In addition, the Customer's rates are adjusted for the month in which the shortfall occurs to the rates in C. 5 following for all non-calling card and calling card usage. While shortfall charges apply to the non-calling card charges of an ACS II Customer, the application of the shortfall provisions will not reduce the Fixed Advantage earned for calling card calls and the Customer will be credited with any calling card usage in excess of the total Fixed Advantage available if earned. Compare using the following examples.

## INTERNATIONAL PLUS

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Residential)

B. Advantage Card Services (ACS) (Cont'd)
6. Advantage Card Service II (ACS II) (Cont'd)

## c. Limitations and Disclaimers - Shortfalls (Cont'd)

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

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

Example 3: An ACS II Customer is billed $\$ 9$ for 1+ calling in the month of February and makes $\$ 44$ worth of calling cards in the same month. The Customer will receive full credit ( $\$ 20$ ) in its March invoice for the $\$ 44$ of calling card calls and will not be assessed any shortfall under the provisions of this Section B.5(c) nor be subject to rerating under C. 5 following (because the $\$ 9$ in $1+$ calling and the $\$ 24$ in calling card calling is in excess of the $\$ 20$ minimum required by this Section B.5(c) equals $\$ 33$ in qualified billings for the month of February).

INTERNATIONAL PLUS

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Residential)

B. Advantage Card Services (ACS) (Cont'd)

## 6. Advantage Card Service II (ACS II) (Cont'd)

d. Reinstatement

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

The rates set forth in Section 6.A.3(b) apply to ACS II calling card calls.

## INTERNATIONAL PLUS

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Residential)

## C. Miscellaneous Charges

## 1. Directory Assistance

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

| Minimum |  |
| :--- | :--- | :--- |
| $\$ 0.50$ | $\frac{\text { Maximum }}{\$ 1.50} \quad \frac{\text { Rate }}{\$ 1.25}$ |

2. Remote Access Surcharge

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

| Minimum |  |
| :--- | :--- | :--- |
| $\$ 0.35$ | $\frac{\text { Maximum }}{\$ 0.69} \quad \frac{\text { Rate }}{\$ 0.69}$ |

## 3. Calling Card Call Set-Up Charge

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

| Minimum | $\frac{\text { Maximum }}{\$ 0.50} \quad \frac{\text { Rate }}{\$ 0.50}$ |
| :--- | :--- | :--- |

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Residential)

C. Miscellaneous Charges (Cont'd)
4. Reserved For Future Use.

## INTERNATIONAL PLUS

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Residential)

## C. Miscellaneous Charges (Cont'd)

## 5. Minimum Account Charges ("MACs")

A Customer failing to meet Company's minimum usage requirements will be assessed a Minimum Account Charge. The MAC will not exceed the difference between the Customer's actual usage and the Company's minimum usage requirement for each invoice period. The MAC will be applied in the Customer's next billing cycle.

## INTERNATIONAL PLUS

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Residential)

## D. Customer Loyalty Plans

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Loyalty Plan" or "CLP," the purpose and/or design for which is to retain the competitive position of International Plus 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 International Plus originated from and terminated to locations within this state whenever International Plus determines that but for the availability of these rates, International Plus will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback").

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

1. CLPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
2. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CLP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CLP must demonstrate the existence of circumstances substantially and materially like those which justified the CLP as tariffed.
3. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that Customer's circumstances.

## INTERNATIONAL PLUS

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Residential)

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

4. CLPs are available for all published rates.
5. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by International Plus, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this section.
6. All of the conditions set forth in sections 6.D.1 through and including this section 6.D. 6 must exist in order to qualify for the following Customer Loyalty Plans. International Plus 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 International Plus. 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 International Plus prior to institution of the first billing for services under the applicable Customer Loyalty Plans.

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Residential)

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

7. Customer Loyalty Plan I. International Plus Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 13th invoice as provided following.
a. For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding 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.
b. Eligibility. To be eligible for the 13th invoice free bonus, each Customer must:

- have initiated service under International Plus;
- have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
- have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
- have selected the 13 th invoice free bonus incentive 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 D.7.a, preceding.


## INTERNATIONAL PLUS

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Residential)

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

8. Customer Loyalty Plan II. International Plus Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9 th invoice as provided following.
a. For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding 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.
b. Eligibility. To be eligible for the 9th invoice free bonus, each Customer must:

- have initiated service under International Plus;
- have no record of nonpayment in any of the preceding consecutive eight-month period of service;
- have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
- have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by Customer's ninth invoice; and
- pay all charges rendered in Customer's ninth invoice in excess of the amount of the applicable credit as calculated under D.8.a, preceding.

INTERNATIONAL PLUS

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Residentisl)

D. Customer Loyalty Plans (Cont'd)

## 9. Billing Options

Where Company determines that in order to save or winback a customer otherwise qualifying for Company's Intemational Plus Service and its associated Customer Loyalty Plans, Company may base its rates on a minimum call duration of 1 minute instead of the standard minimum call duration set for in the section 6.A. 2 preceding. Additional terms and/or conditions, such as term and/or volume commitments may apply. In such events, such terms and/or conditions shall be tariffed by Company prior to institution of the first billing for services under the non-standard billing increments as provided herein.

## INTERNATIONAL PLUS

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

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## E. International Plus Plan Services \& Rates

Company offers the following International Plus rate plan. Company's standard tariff rate methodology applies in each invoice under this plan. The provisions of Section 3.C and Section 6.G following apply. The International Plus Rate Plan Rates are follows:

## 1. Basic Q Rate Plan

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

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0459$ | or Fraction |
| Off-Peak/Non-Business Day | $\$ 0.0459$ | $\$ 0.0153$ |
|  |  | $\$ 0.0153$ |

2. Classic Q Rate Plan

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

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0411$ | $\$ 0.0137$ |
| Off-Peak/Non-Business Day | $\$ 0.0411$ | $\$ 0.0137$ |

## 3. Classic 2 Rate Plan

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

|  | Minimum Cail Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0387$ | $\$ 0.0129$ |
| Off-Peak/Non-Business Day | $\$ 0.0387$ | $\$ 0.0129$ |

## 4. Classic 1 Rate Plan

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

```
Peak/Business Day
Off-Peak/Non-Business Day
```

| Minimum Call Unit Incremental Call Unit <br> or Fraction  | or Fraction |
| :--- | :--- |
| $\$ 0.0357$ | $\$ 0.0119$ |
| $\$ 0.0357$ | $\$ 0.0119$ |

## INTERNATIONAL PLUS

## **ALL MATERIAL ON THIS PAGE IS NEW** <br> SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## E. International Plus Plan Services \& Rates (Cont'd)

## 5. Universal Rate Plan

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

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0327$ | $\$ 0.0119$ |
| Off-Peak/Non-Business Day | $\$ 0.0327$ | $\$ 0.0119$ |

6. Prime 2 Rate Plan

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

Peak/Business Day
Off-Peak/Non-Business Day

| Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- |
| $\$ 0.0297$ | $\$ 0.0099$ |
| $\$ 0.0297$ | $\$ 0.0099$ |

7. Prime 1 Rate Plan

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

Peak/Business Day
Off-Peak/Non-Business Day

| Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- |
| $\$ 0.0267$ | $\$ 0.0089$ |
| $\$ 0.0267$ | $\$ 0.0089$ |

## INTERNATIONAL PLUS

## SECTION 6-INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

E. International Plus Plan Services \& Rates (Cont'd)

## 8. Super 1 Rate Plan

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

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

## 9. Super 2 Rate Plan

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

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

## 10. Cairo 1 Rate Plan

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

|  | Minimum Call Unit | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Pr Fraction |  |  |$\quad \$ 0.0049$

## 11. Cairo 2 Rate Plan

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

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0087$ | or Fraction |
| Off-PeakNon-Business Day | $\$ 0.0087$ | $\$ 0.0029$ |
|  | $\$ 0.029$ |  |

## INTERNATIONAL PLUS

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## E. International Plus Plan Services \& Rates (Cont'd)

## 12. Limited-Class Switched Rates

a. Dedicated Rates. The following rates are available to new customers and "save" or "winback" customers with T-1 access lines.
i. D-1/D-2 Rate Plan

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

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

## ii. D-3 Rate Plan

D-3 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over $\$ 110.00$ at the following rates:

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

iii. D-4 Rate Plan

D-4 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over $\$ 120.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0087$ | $\$ 0.0029$ |
| Off-Peak/Non-Business Day | $\$ 0.0087$ | $\$ 0.0029$ |

## INTERNATIONAL PLUS

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## E. International Plus Plan Services \& Rates (Cont'd)

12. Limited-Class Switched Rates (Cont'd)
b. Limited-Class " X " Rates. The following rates are available to new customers and "save" or "winback" customers. Calls made under these rate plans shall not be subject to the addition of Equivalent Call Unit's (ECU's) as described in the sections preceding.
i. X-1 Rate Plan
$\mathrm{X}-1$ rates are provided to customers whose estimated minimum monthly intrastate usage is over $\$ 100.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0177$ | $\$ 0.0059$ |
| Off-Peak/Non-Business Day | $\$ 0.0177$ | $\$ 0.0059$ |

## ii. 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:

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

## INTERNATIONAL PLUS

## **ALL MATERIAL ON THIS PAGE IS NEW** <br> SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## F. 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 <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- |
| $\$ 0.0537$ | $\$ 0.0179$ |

G. Rates for Calling Cards

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

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0513$ | $\$ 0.0171$ |
| Off-Peak/Non-Business Day | $\$ 0.0459$ | $\$ 0.0153$ |

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## H. Graduated Rate Categories

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

Table 1

| Rate Plan |  | Rate Category |
| :--- | :--- | :--- |
| Basic Q | $\$ .153$ | XI |
| Classic Q | $\$ .137$ | X |
| Classic 2 | $\$ .129$ | IX |
| Classic 1 | $\$ .119$ | VIII |
| Universal | $\$ .109$ | VII |
| Prime 2 | $\$ .099$ | VI |
| Prime 1 | $\$ .089$ | V |
| Super 1 | $\$ .079$ | IV |
| Super 2 | $\$ .069$ | III |
| Cairo 1 | $\$ .049$ | II |
| Cairo 2 | $\$ .029$ | I |

1. Any Rate Category I-DX customers in service on or before June 30, 2005, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after October 1,2005, that are reflected on invoices rendered on or after November 1, 2005.
2. Any Rate Category $X$ customers in service on or before June 30,2005 , 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 October 1, 2005, that are reflected on invoices rendered on or after November 1, 2005.

## INTERNATIONAL PLUS

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

I. Calling Card "Bong" Charge

A $\$ 0.50$ per call charge applies to each call initiated using calling card access.
J. Directory Assistance Rate per call: \$1.25

## K. Payphone Surcharge

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

Rate: $\quad \$ 0.69$

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

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## L. International Plus Service Customer Loyalty Plans

## 1. General Terms and Conditions

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Loyalty Plan" or "CLP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential customers, which if not matched or bettered would result in the loss of an existing or potential customer and/or in the reduction of traffic volume of a customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a customer's right to obtain a CLP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Loyalty Plan offerings are available for eligible customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing customer ("save") or will not be able to winback a prior customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CLP to be valid.
a. CLPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
b. A customer or potential customer which is similarly situated may request service under a new or previously tariffed CLP. To qualify as a similarly situated customer for purposes of this Section, the customer seeking the CLP must demonstrate the existence of circumstances substantially and materially like those which justified the CLP as tariffed.

## INTERNATIONAL PLUS

## **ALL MATERIAL ON THIS PAGE IS NEW** SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## L. International Plus Service Customer Loyalty Plans (Cont'd)

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

c. An existing customer or potential customer unable to demonstrate being similarly situated under a tariffed CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that customer's circumstances.
d. CLPs are available for all published rates.
e. Whenever a customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 6.
f. All of the conditions set forth above must exist in order to qualify for the following Customer Loyalty Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Loyalty Plans.

## INTERNATIONAL PLUS

**ALL MATERIAL ON THIS PAGE IS NEW**

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## L. International Plus Service Customer Loyalty Plans (Cont'd)

## 2. Customer Loyalty Plan I

International Plus Service customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th invoice as provided following.
a. For each five invoices of consecutive uninternupted 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.
b. Eligibility. To be eligible for the 6 th invoice free bonus, each customer must:
have initiated service under International Plus Service;
have current usage which exceeds the established minimum monthly usage levels for the applicable International Plus Service;
have no record of nonpayment in any of the preceding consecutive five-month period of service;
have received five consecutive and uninterrupted invoices over the preceding five-month period;
have selected the 6th invoice free bonus incentive prior to the first day in the period of service covered by customer's fifth invoice; and
pay all charges rendered in customer's fifth invoice in excess of the amount of the applicable credit as calculated under Section L.2.(a) preceding.

## INTERNATIONAL PLUS

**ALL MATERIAL ON THIS PAGE IS NEW**

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## L. International Plus Service Customer Loyalty Plans (Cont'd)

## 3. Customer Loyalty Plan II

International Plus Service customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9 th invoice as provided following.
a. For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding 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.
b. Eligibility. To be eligible for the 9th invoice free bonus, each customer must:
have initiated service under the International Plus Service;
have current usage which exceeds the established minimum monthly usage levels for the applicable International Plus Service;
have no record of nonpayment in any of the preceding consecutive eight-month period of service;
have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by customer's eighth invoice; and
pay all charges rendered in customer's eighth invoice in excess of the amount of the applicable credit as calculated under Section L.3.(a) preceding.

## INTERNATIONAL PLUS

** ALL MATERIAL ON THIS PAGE IS NEW**

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## L. International Plus Service Customer Loyalty Plans (Cont'd)

## 4. Customer Loyalty Plan III

International Plus Service customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 13th invoice as provided following.
a. For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding 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.
b. Eligibility. To be eligible for the 13th invoice free bonus, each customer must:
have initiated service under the International Plus Service;
have current usage which exceeds the established minimum monthly usage levels for the applicable International Plus Service;
have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
have selected the 13 th invoice free bonus incentive prior to the first day in the period of service covered by customer's twelfth invoice; and
pay all charges rendered in customer's twelfth invoice in excess of the amount of the applicable credit as calculated under Section L.4.(a) preceding.

## INTERNATIONAL PLUS

## **ALL MATERIAL ON THIS PAGE IS NEW** <br> SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## L. International Plus Service Customer Loyalty Plans (Cont'd)

5. Loyalty Awards. Customers who qualify as either a "winback" or a "save" qualify to receive additional Loyalty Awards.
a. "Welcome Back Invoice" Award. Each Customer who qualifies as either a "winback" or "save" shall receive its first invoice free, a "Weicome Back Invoice," that is, a credit equal to the charges for the first period of service (may be less than 30 days). The credit equal to the charges in the Welcome Back Invoice will appear in the invoice for the fourth billing cycle following the service period to which the Welcome Back Invoice applies.
b. 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. Non-Voice Communications

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

## INTERNATIONAL PLUS

**ALL MATERIAL ON THIS PAGE IS NEW**

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## M. International Plus Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in Section M. 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 2 nd invoice following customer commencement of service as an ACS customer ("Total Calling Advantage").

## 1. Eligibility

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

## 2. Limitations and Disclaimers

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

## INTERNATIONAL PLUS

**ALL MATERIAL ON THIS PAGE IS NEW**

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## M. International Plus Advantage Card Service (ACS) (Cont'd)

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

e. Subject to and in accordance with the provisions of the eligibility requirements of Section M. 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 Section M. 1 preceding.
f. An ACS customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

## 3. Reinstatement

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

## 4. Rates

The rates in Section 6.G preceding apply to the International Plus ACS service.

## INTERNATIONAL PLUS

## **ALL MATERIAL ON THIS PAGE IS NEW** <br> SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## N. Customer Advantage Plans ("CAPs")

## 1. General Terms and Conditions

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Advantage Plan" or "CAP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential customers, which if not matched or bettered would result in the loss of an existing or potential customer and/or in the reduction of traffic volume of a customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a customer's right to obtain a CAP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Advantage Plan offerings are available for eligible customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing customer ("save") or will not be able to winback a prior customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CAP to be valid.
a. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
b. A customer or potential customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similatly 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.

## INTERNATIONAL PLUS

## **ALL MATERIAL ON THIS PAGE IS NEW** SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont’d) (Business)

## N. Customer Advantage Plans ("CAPs")(Cont'd)

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

c. An existing customer or potential customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that customer's circumstances.
d. CAPs are available for all published rates.
e. Whenever a customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 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 Section N. 2 through and including Section N. 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.

## INTERNATIONAL PLUS

## **ALL MATERIAL ON THIS PAGE IS NEW** <br> SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## N. Customer Advantage Plans ("CAPs")(Cont'd)

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

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th and 12th invoices as provided following.
a. For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding customer's 6th invoice and for the consecutive eleven-month period preceding customer's 12 th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
b. Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each customer must:
have initiated service;
have current usage which exceeds the established minimum monthly usage levels for the applicable service;
have no record of nonpayment in any of the preceding consecutive monthly 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 fifth 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 Section N.2.(a) preceding.

## INTERNATIONAL PLUS

## **ALL MATERIAL ON THIS PAGE IS NEW** <br> SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## N. Customer Advantage Plans ("CAPs")(Cont'd)

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

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 10th, and 14th invoices as provided following.
a. For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding customer's 6th invoice, for the consecutive nine-month period preceding customer's 10th invoice, and 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.
b. Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each customer must:
have initiated service;
have current usage which exceeds the established minimum monthly usage levels for the applicable service;
have no record of nonpayment in any of the preceding consecutive monthly 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 Section N.3.(a) preceding.

## INTERNATIONAL PLUS

## **ALL MATERIAL ON THIS PAGE IS NEW** <br> SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## N. Customer Advantage Plans ("CAPs")(Cont'd)

## 4. Customer S\&W Prepaid Advantage Plan

Any customer that 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 <br> Non-Calling Card Charges* | 2.5 Factor | S\&W Calling Card <br> Denomination(s) |
| :---: | :--- | :--- |
| $\$ 50.00$ | $\times 2.5$ |  |
| 75.00 | $\times 2.5$ | $\$ 125.00$ |
| 90.00 | $\times 2.5$ | 187.50 |
| 100.00 | $\times 2.5$ | 250.00 |
| 150.00 | $\times 2.5$ | 250.00 |
| 250.00 | $\times 2.5$ | $250.00+125.00$ |
|  |  |  |

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## INTERNATIONAL PLUS

**ALL MATERIAL ON THIS PAGE IS NEW**

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## N. Customer Advantage Plans ("CAPs")(Cont'd)

## 4. Customer S\&W Prepaid Advantage Plan (Cont'd)

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

| Minimum Call Unit | Incremental Call Unit |
| :--- | :--- |
| $@, 60$ seconds or Fraction | $@, 60$ seconds or Fraction |
| $\$ 0.252$ | $\$ 0.252$ |

b. Availability. Company's S\&W Card service promotion is available on and after May 1, 2001, until November 1, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.
c. Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any customer which has received an S\&W Card prior to the sunset date or Company's discretionary withdrawal of S\&W Card plan shall receive service until its S\&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S\&W Card expires ninety ( 90 ) days from date of activation (the specified usage deadline).
d. Second S\&W Card Availability. An additional S\&W Card(s) in the qualifying denomination of the customer as listed in Section N.5.(a) preceding will be made available.

## INTERNATIONAL PLUS

**ALL MATERIAL ON THIS PAGE IS NEW**

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## N. Customer Advantage Plans ("CAPs")(Cont'd)

## 5. 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, 9 th, 13th, 19th, 22nd, and 26th invoices as provided following.
a. For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") 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 13 th 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 26 th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

## INTERNATIONAL PLUS

## **ALL MATERIAL ON THIS PAGE IS NEW** <br> SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## N. Customer Advantage Plans ("CAPs")(Cont'd)

5. Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)
b. Eligibility. To be eligible for the 6th, 9 th, 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 Section 6.12.5.A preceding.
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 N.5.(a) preceding for the 9th, 13th, 19th, 22 nd , and 26 th invoices; the customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

INTERNATIONAL PLUS

## **ALL MATERIAL ON THIS PAGE IS NEW** <br> SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## N. Customer Advantage Plans ("CAPs")(Cont'd)

## 6. Customer "Welcome Aboard" Advantage Plan

For new customers who meet the eligibility requirements of Section N. 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.

## INTERNATIONAL PLUS

## **ALL MATERIAL ON THIS PAGE IS NEW** <br> SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## O. 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 0.2 shall receive the Service Term Invoice Free Credit.

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.
2. Eligibility. To be eligible for the Service Term Invoice Free Credit, each customer must:
a. Have initiated service under an International Plus Service Plan;
b. Have current usage which exceeds the established minimum monthly usage levels for the applicable International Plus Service Plan;
c. Have no record of nonpayment, delinquencies or issues of credit worthiness;
d. Have received five months of consecutive and uninterrupted service preceding each credit invoice;
e. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the fifth month; and,
f. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section O. 1 preceding.

## INTERNATIONAL PLUS

## **ALL MATERLAL ON THIS PAGE IS NEW**

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

P. 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 P. 2 shall receive the Service Term Invoice Free Credit II.

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.
2. Eligibility. To be eligible for the Service Term Invoice Free Credit II, each customer must:
a. Have initiated service under a International Plus Service Plan;
b. Have current usage which exceeds the established minimum monthly usage levels for the applicable International Plus Service Plan;
c. Have no record of nonpayment, delinquencies or issues of credit worthiness;
d. Have received three months of consecutive and uninternupted 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 P.1, preceding.

## INTERNATIONAL PLUS

**ALL MATERIAL ON THIS PAGE IS NEW**

## SECTION 6 - INTERNATIONAL PLUS SERVICE PLAN (Cont'd) (Business)

## Q. "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:

1. 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
2. A credit applied to every third invoice, starting with customer's sixth invoice ( $6^{\text {tin }}, 9^{\text {th }}$, $12^{\text {th }}$, 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.

## 011 COMMUNICATIONS

## SECTION 7-011 COMMUNICATIONS SERVICE PLAN

Subject to sections 2, 4.C and 5 (except as specifically superseded by the provisions of section 7.A.2(c), following), all services offered pursuant to this section 7 are tailored to different classes of customers whose specific service profiles are defined by likekinded characteristics as set forth herein. 011 Communications Service is offered in conjunction with related local, interstate and international services to the extent expressly so provided herein.
A. 011 Communications Service. Subject to the terms and conditions set forth in this Section, 011 Communications Service is available to business and residential customers based on available network facilities. 011 Communications Service is available only as a component part of Company's 011 Communications Services of its Intemational Tariff F.C.C. No. 3 and its Interstate Tariff F.C.C. No. 4 services.

1. General Terms. 011 Communications Service includes outbound $1+$, facsimile, toll free access and calling card services and is available seven days a week, 24 hours a day.
2. Rate Description. Rates are distance and time-of-day insensitive. Minimum call duration is billed in 60 seconds during both Peak/Business Day and Off-Peak/NonBusiness Day hours, with each full or fractional increment of call duration billed in full minutes ( 60 seconds), that is, each non-full minute increment is rounded to the next full minute. A monthly service fee applies and miscellaneous charges apply as indicated in Section 7.C.
*Certain material formerly appearing on this page now appears on Third Revised Page No. 53*

William P. Wright

## 011 COMMUNICATIONS

## SECTION 7-011 COMMUNICATIONS SERVICE PLAN (Cont'd)

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

3. Usage Sensitive Charges - 011 Communications service calls are rated pursuant to the per minute of usage charges following.
a. For $1+$ (including facsimile) and toll free access calls, the rates are:

| Rate | First 60 Secs. | Each Add'1 60 Secs. | (M/T) |
| :---: | :---: | :---: | :---: |
| Category | or Fraction | or Fraction | (M/T) |
| Standard | \$0.179 | \$0.179 | (M) |
| Preferred* | \$0.079 | \$0.079 | (M/T) |
| Winback** | \$0.079 | \$0.079 | (N) |
| Evergreen*** | \$0.069 | \$0.069 | (M/R) |

* Requires a monthly minimum of $\$ 10.00$ for intrastate services.
** Customer must be a "save" or "winback" customer.
*** Requires a monthly minimum of $\$ 20.00$ for intrastate services.
b. For calling card calls, the rates are:

|  | First 60 Secs. <br> or Fraction | Each Add'1 60 Secs. <br> or Fraction |
| :--- | :--- | :--- |
| Standard/Preferred/Winback | $\$ 0.171$ | $\$ 0.171$ |
| Evergreen | $\$ 0.119$ | $\$ 0.119$ |

c. Any customers other than Standard Rate Category customers, in service on or before September 30,2002, whose services are not part of a usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to the Rate Category with the next highest rate, effective for all calls on or after January 1, 2003, that are reflected on invoices rendered on or after February 1, 2003.
*Certain material appearing on this page formerly appeared on Original Page No. 52* *Certain material formerly appearing on this page now appears on Second Revised Page No. 54* *Certain material moved on this page appears on this same page under a different section number*

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

SECTION 7-011 COMMUNICATIONS SERVICE PLAN (Cont'd)

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

## 4. Reserved for Future Use.

*Certain material formerly appearing on this page now appears on Second Revised Page No. 55*

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d/b/a The Internet Business Association
d/h/a iVantage Network Solutions
d/b/a Blueridge Telecom Systems

Long Distance Tariff P.U.C.O. No. 1
First Revised Page No. 54.1
Cancels Original Page No. 54.1

## SECTION 7-011 COMMUNICATIONS SERVICE PLAN (Cont'd)

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

## 5. VIP Prepaid Calling Service

a. General Description
a. 1 Company offers VIP Prepaid Calling Service throughout the State of Ohio. Charges are not mileage, time of day or day of the week sensitive.
a. 2 VIP Prepaid Calling Service enables the Customer to complete an outbound call from any touch-tone or mobile phone in the State of Ohio. Customer must register with the Company each working telephone number ("WTN") they designate to utilize the VIP Prepaid Calling Service. The VIP Prepaid Calling Service is then accessed by dialing a designated toll free number. Upon hearing a dial tone, the customer may then dial the desired telephone number directly. Once the WTN (s) is registered with the company, a personal identification number is not required. Customers calling from a non-registered WTN are required to enter their registered WTN in order to access their VIP Prepaid Calling Service.

## b. Conditions of Service

b. 1 Calls to directory assistance and calls placed to $500,700,800,900,950$ numbers will not be completed using the VIP Prepaid Calling Service.
b. 2 Calls may only be charged against the VIP Prepaid Calling Service account that has a sufficient available balance.
b. 3 Non-billable calls will not incur any surcharges, taxes or fees.
b. 4 VIP Prepaid Calling Service is non-refundable and will expire six months from the date of registration, or when the account balance is depleted, whichever occurs first. Each time the VIP Prepaid Calling Service is recharged the expiration date is reset for an additional six months.
b. 5 Neither the Company nor any authorized agents shall be liable or responsible for theft, loss, or unauthorized use of any VIP Prepaid Calling Service accounts.
*ALL MATERIAL ON THIS PAGE IS NEW*

## SECTION 7-011 COMMUNICATIONS SERVICE PLAN (Cont'd)

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

## 5. VIP Prepaid Calling Service (Cont'd)

## c. Recharging Feature

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

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Second Revised Page No. 54.3

SECTION 7-011 COMMUNICATIONS SERVICE PLAN (Cont'd)

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

## 5. VIP Prepaid Calling Service (Cont'd)

## d. Credit Allowance for Interruptions

d. 1 Customers who experience call interruption due to poor transmission, one-way transmission, or involuntary disconnection of the call may obtain a credit allowance. The credit allowance will be equal to the dollar value or minute equivalent for the duration of the call that is interrupted.
d. 2 In order to receive a credit allowance, the Customer must notify the Company at the designated Customer Service number within 30 days from the date of the interruption. The Customer must also furnish the called number, description of the trouble experienced, approximate time the call was placed, and the duration of the interruption.
d. 3 Credit allowances are not issued for interruptions that are due to the failure of power, equipment or systems not provided by the Company or interruptions that are not properly reported to the company.

## e. Fees and Surcharges

e. 1 Payphone Origination: A $\$ 0.99$ surcharge will be added to all VIP Prepaid Calling Service calls that originate at payphones. The surcharge will be assessed in addition to any other rates and fees.
e. 2 Surcharge: A $20 \%$ surcharge will be assessed for each call made using the VIP Prepaid Calling Service that originates and terminates between any two points within the state of Ohio.
e. 3 Non-registered WTNs: A $\$ 0.65$ surcharge will be applied for any calls made from a non-registered WTN.
e. 4 Operator Assisted Calls: A $\$ 0.49$ per minute surcharge will be applied to all calls placed with the assistance of the Company's operator. The surcharge will be assessed in addition to any other rates and fees.

## SECTION 7-011 COMMUNICATIONS SERVICE PLAN (Cont'd)

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

## 5. VIP Prepaid Calling Service (Cont'd)

## f. Timing of Calls

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

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

| Rate <br> Category | Rate Plan | Cents Per <br> Minute Rate | Required Minimum <br> Monthly Intrastate Usage |
| :--- | :--- | :--- | :--- |
| IV | VIP 4 | $\$ 0.060$ | $\$ 0.00$ |
| III | VIP 3* | $\$ 0.060$ | $\$ 25.00$ |
| II | VIP 2 | $\$ 0.050$ | $\$ 50.00$ |
| I | VIP 1* | $\$ 0.050$ | $\$ 100.00$ |

* VIP prepaid customers with service under rate categories I or III are eligible to have the $20 \%$ surcharge waived
i. Sign Up Bonus

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

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Long Distance Tariff P.U.C.O. No. 1
Second Revised Page No. 55
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SECTION 7-011 COMMUNICATIONS SERVICE PLAN (Cont'd)
B. Limitations and Disclaimers.

1. No Promotional Tie-ins. Except for the credits and/or other special offers provided pursuant to Section 7.D following, 011 Communications Service is not available to any customer whose service is being provided pursuant to one or more promotional offerings tariffed herein.
2. Discontinuance. 011 Communications Service or any term or condition affecting the availability and/or rates for 011 Communications Service may be discontinued upon ten (10) days written notice to customer and without liability to customer, any authorized user or third party.

## C. Miscellaneous Charges

1. Directory Assistance

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

## Rate

$\$ 1.25$
2. Reserved for Future Use.
3. Calling Card Call Set-Up Charge

A $\$ 0.50$ per call charge applies to each call initiated using calling card access.
Rate
$\$ 0.50$
4. Reserved For Future Use.
*Certain material appearing on this page formerly appeared on Third Revised Page No. 54*
*All Material On This Page Is New*

## SECTION 7-011 COMMUNICATIONSK SERVICE PLAN (Cont'd)

## D. Miscellaneous Charges (Cont'd)

5. Monthly Minimum Charge

Each 011 Communications customer at the second invoice and each subsequent invoice during the service term is subject to the following minimum usage requirement.
\$20.00/Month
Customer shall be billed the difference between actual charges incurred and the monthly minimum charge specified herein, the "shortfall charge." Example, if a customer's actual charges are $\$ 12.34$, a shortfall charge of $\$ 7.66$ will appear on the invoice. The application of the shortfall charges is subject to Section 7.E following.
6. Monthly Service Fee

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

## \$2.95/Month/Main Billed Telephone Number

## 011 COMMUNICATIONS ${ }^{\text {SM }}$

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

## SECTION 7-011 COMMUNICATIONSK SERVICE PLAN (Cont'd)

## D. Customer Loyalty Plans

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

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

1. CLPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
2. A. Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CLP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CLP must demonstrate the existence of circumstances substantially and materially like those which justified the CLP as tariffed.
3. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that Customer's circumstances.

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## *All Material On This Page Is New.* <br> SECTION 7-011 COMMUNICATIONSK SERVICE PLAN (Cont'd)

D. Customer Loyalty Plans (Cont'd)
4. CLPs are available for all published rates.
5. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by 011 Communications, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this section.
6. All of the conditions set forth in sections 6.D. 1 through and including this section 6.D. 6 must exist in order to qualify for the following Customer Loyalty Plans. 011 Communications shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with 011 Communications. Additional terms and/or conditions, such as term or volume commitments may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by 011 Communications prior to institution of the first billing for services under the applicable Customer Loyalty Plans.

## SECTION 7-011 COMMUNICATIONSK SERVICE PLAN (Cont'd)

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

7. Customer Loyalty Plan I. 011 Communications Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 13th invoice as provided following.
a. For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding 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.
b. Eligibility. To be eligible for the 13th invoice free bonus, each Customer must:

- have initiated service under 011 Communications;
- have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
- have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
- have selected the 13 th invoice free bonus incentive 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 D.7.a, preceding.


## SECTION 7-011 COMMUNICATIONSK SERVICE PLAN (Cont'd)

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

8. Customer Loyalty Plan II. 011 Communications Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9 th invoice as provided following.
a. For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding 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.
b. Eligibility. To be eligible for the 9th invoice free bonus, each Customer must:

- have initiated service under 011 Communications;
- have no record of nonpayment in any of the preceding consecutive eightmonth period of service;
- have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
- have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by Customer's ninth invoice; and
- pay all charges rendered in Customer's ninth invoice in excess o the amount of the applicable credit as calculated under D.8.a preceding.


## 011 COMMUNICATIONS ${ }^{\text {SM }}$

## SECTION 7-011 COMMUNICATIONSK SERVICE PLAN (Cont'd)

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

## 9. Billing Option.

Where Company determines that in order to save or winback a customer otherwise qualifying for Company's 011 Communications Service and its associated Customer Loyalty Plans, Company may base its rates on a minimum call duration having a different value instead of the standard minimum call duration set forth in sections 7.A.3. (a) and 7.A.3.(b) preceding. Additional terms and/or conditions, such as term and/or volume commitments may apply. In such event, such terms and/or conditions shall be tariffed by Company prior to institution of the first billing for services under the non-standard billing increments as provided herein.
10. Companion Federal Rate Guarantee. For a customer who maintains eligibility for and receives service under the Company's 011 Communications Service, the minimum and incremental call unit rates for intrastate calls under this tariff are guaranteed for the same number of invoices, i.e., 6 invoices, as the number of invoices guaranteed under Company's 011 Communications Service for intrastate calls as provided in Company's Tariff F.C.C. No. 4. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive order.
11. The 8/14-50 Service Credit.

Each 011 Communications Customer meeting the eligibility requirements set forth in D.12.(a) following, shall receive a $8 / 14-50$ Service Credit calculated in accordance with the following provisions.

## 12. The 8/14-50 Credit Calculation.

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

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

SECTION 7-011 COMMUNICATIONSK SERVICE PLAN (Cont'd)
D. Customer Loyalty Plans (Cont'd)

## D. 12 The 8/14-50 Service Credit (Cont'd)

## D.12.(a) Eligibility.

To be eligible for the $8 / 14-50$ Service Credit each Customer must: have initiated service at least 7 months prior to the first day in the period of service covered by Customer's 8th invoice; continue its service through at least 13 months prior to the first day in the period of service covered by Customer's 14th invoice; have no record of nonpayment in any of the preceding consecutive twelve month period of service; have received consecutive and uninterrupted invoices over the preceding seven and thirteen month periods; have selected this credit prior to the first day in the period of service covered by Customer's eighth invoice; pay all charges rendered in Customer's eighth and fourteenth invoices in excess of the amount of the applicable credit as calculated under 7.D. 12 preceding.

## 13. Qualified Minimum Monthly Advantage (QMMA)

When Company determines that in order to save or winback a customer otherwise qualifying for Company's 011 Communications, at Customer's option, Company will reduce the Monthly Minimum Usage to $\$ 10.00$ per month. Any Customer saved or wonback pursuant to QMMA remains eligible for the Advantage Card Service provided by 7.E following, but cannot qualify for Advantage Card Service II provided by 7.E. 6 following.

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*All Material On This Page Is New.*

## SECTION 7-011 COMMUNICATIONSK SERVICE PLAN (Cont'd)

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

14. Credit Series for 5th, 11th, 17th, and 23rd Invoices
D.14.(a) Description

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

## D.14.(b) Credit

Exclusive of calling card charges, fees, taxes, surcharges, assessments, and similar charges, a series of credits equal to the average of the number of previous months' service charges in the applicable qualifying service period shall be issued, first, for the consecutive 5 -month period preceding Customer's 6th invoice second, for the consecutive 11 -month period preceding Customer's 12 th invoice; third, for the consecutive 17 -month period preceding Customer's 18th invoice, and fourth, for the consecutive 23 -month period preceding Customer's 24th invoice. Subject to 9.1.12.3 following, credits are calculated based on the total of all qualifying service charges incurred for the first period of service through and including the last service month in the applicable credit series.

## D.14.(c) Eligibility

To be eligible for credits, each Customer must: have completed the months of service needed to qualify for the applicable credit in the series of service periods, e.g., 5 months for the first credit issued in the 6 th invoice; 11 months for the second credit issued in the 12th invoices and so on; have current usage which exceeds the established minimum monthly usage levels for the applicable service as set forth in 9.3 .8 preceding; no 60 -day or longer outstanding unpaid balance equal to or greater than $\$ 5.00$ during that period of service to which the credit applies; have received first $5,11,17$, and then 23 additional consecutive and uninterrupted invoices during the preceding twenty-three-month period; have selected and agreed to the terms of this credit prior to the first day in the period of service covered by Customer's fifth invoice; and pay all charges rendered in Customer's sixth and related fourth, twelfth, eighteenth, and twenty-fourth invoices in excess of the amount of the pplicable credit as calculated under 9.11.12.2 preceding.

## SECTION 7-011 COMMUNICATIONSK SERVICE PLAN (Cont'd)

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

## D. 14 Credit Series for 5th, 11th, 17th, and 23rd Invoices (Cont'd)

## D.14.(c) Eligibility (Cont'd)

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

Example: A Customer who meets all other eligibility requirements, except that it does not initiate the required contact with Customer Care prior to the last day in the final month of service covered by Customer's qualifying series of invoices, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 9.11.12.2 preceding, for the 11 th, 17 th, and 23 rd invoices; but will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

## D.14.(d) Limitations and Disclaimers

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

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

## SECTION 7-011 COMMUNICATIONSK SERVICE PLAN (Cont'd)

# *Certain Material Formerly Appearing On This Page Now Appears On Original Page 59.1.* 

## SECTION 7-011 COMMUNICATIONSK SERVICE PLAN (Cont'd)

## E. Advantage Card Service (ACS)

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

## 1. Eligibility

Company's Advantage Card Service (ACS) becomes available once an 011 Communications Customer has completed a minimum of 30 consecutive days of "online" services offered by Company (that is, any stand-alone or combination of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause). Customers choosing the Qualified Minimum Monthly Advantage under D. 13 preceding, are not eligible for ACS II.

## 2. Limitations and Disclaimers - General

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

## 011 COMMUNICATIONS ${ }^{\text {SM }}$

## SECTION 7-011 COMMUNICATIONSK SERVICE PLAN (Cont'd)

## E. Advantage Card Service (ACS) (Cont'd)

(e) Subject to and in accordance with the provisions of Section 7.D and 7.D. 6 preceding, and the eligibility requirements of 9.4 .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 may be offered as "save/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 E. 1 preceding.
(f) An ACS Customer must complete a minimum service term of seven (7) invoices with no delinquencies and no bill cycle interruption in order for its eight invoice to reflect the applicable Bonus Advantage Calling.
(g) An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service prior to the completion of its minimum service term forfeits all unused credits.

## 3. Limitations and Disclaimers - Shortfalls

The provisions of Section 7.C. 5 preceding apply to the non-calling card charges of an ACS Customer, however, the application of the shortfall provisions of Section 7.C. 5 will not reduce the Fixed Advantage earned for calling card calls and the Customer will be credited with any calling card usage in excess of the total Fixed Advantage available if earned.

Example 1: An ACS Customer is billed $\$ 12$ for $1+$ calling in the month of May and makes $\$ 18$ worth of calling cards in the same month. The Customer will receive full credit in its June invoice for the $\$ 18$ of calling card calls and be assessed a shortfall of $\$ 8$ pursuant to the provisions of Section 7.C. 5 preceding.

# *All Material On This Page Is New.* <br> SECTION 7-011 COMMUNICATIONSK SERVICE PLAN (Cont'd) 

## E. Advantage Card Service (ACS) (Cont'd)

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

Example 2: An ACS Customer is billed $\$ 7$ for $1+$ calling in the month of October and makes $\$ 26$ worth of calling cards in the same month. The Customer will receive full credit ( $\$ 20$ ) in its November invoice for the $\$ 26$ of calling card calls and will be credited with $\$ 6$ in excess of the calling card usage so that the shortfall assessed pursuant to the provisions of Section 7.C. 5 preceding will be reduced to $\$ 7$ ( $\$ 20$ minimum in $1+$ usage per $9.2 .9-\$ 7$ used $=\$ 13$ shortfall $-\$ 6$ in excess calling card usage $=\$ 7$ shortfall under 7.C. 5 and this section E.3).

Example 3: An ACS Customer is billed $\$ 9$ for $1+$ calling in the month of February and makes $\$ 44$ worth of calling cards in the same month. The Customer will receive full credit ( $\$ 20$ ) in its March invoice for the $\$ 44$ of calling card calls and will not be assessed any shortfall under the provisions of section 7.C. 5 preceding.

## 4. Reinstatement

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

## 5. Rates

The rates set forth in Section 7.A.3(b) apply to ACS calling card calls.

## SECTION 7-011 COMMUNICATIONSK SERVICE PLAN (Cont'd)

## E. Advantage Card Service (ACS) (Cont'd)

## 6. Advantage Card Service II (ACS II)

Advantage Card Service II (ACS II) is offered to existing and new customers meeting the eligibility requirements set forth in E.6(a) following. Each ACS II Customer who maintains its eligibility is entitled to free calling card calling up to $\$ 50.00$ per month commencing with Customer's first invoice if the ACS Customer incurs ACS charges in the service period covered by the first invoice, otherwise in the second invoice, and in either event the credit applies through and ending with Customer's seventh invoice ("Fixed Advantage Calling"). An additional allowance of free calling card calling is provided equal to $50 \%$ of the average monthly charges incurred for the ACS II Customer's non-calling card calling billed in the Customer's 2nd through 7th invoices following Customer commencement of service as an ACS II Customer ("Bonus Advantage Calling").

## (a) Eligibility

Company's Advantage Card Service II (ACS II) becomes available once an International Plus Customer has completed a minimum of 30 consecutive days of "on-line" services offered by Company (that is, any stand-alone or combination of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause). Customers choosing the Qualified Minimum Monthly Advantage under D. 13 preceding, are not eligible for ACS II.

# *All Material On This Page Is New.* <br> SECTION 7-011 COMMUNICATIONSK SERVICE PLAN (Cont'd) 

## E. Advantage Card Service (ACS) (Cont'd)

## 6. Advantage Card Service II (ACS II) (Cont'd)

(b) Limitations and Disclaimers - General

- ACS II is offered only in conjunction with Company's interstate and international companion ACS II offerings as tariffed with the FCC.
- If earned as specified in E. 5 preceding, Fixed Advantage Calling will be reflected in Customer's first or second through seventh invoices following commencement of ACS II service and the ACS Bonus Advantage Calling will be reflected in Customer's eighth invoice following commencement of ACS II service.
- ACS II Calling Advantages are not available with any other promotional offering or "save/winback" program offered by Company except as provided in E following.
- Each month's ACS II Fixed Advantage Calling is noncumulative (cannot be carried over to any following month or otherwise accumulated).
- Subject to and in accordance with the provisions of Sections D and D. 6 preceding and the eligibility requirements of E.6(a) preceding, ACS II service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS II service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by E.6(a) preceding.


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

## SECTION 7-011 COMMUNICATIONSK SERVICE PLAN (Cont'd)

## E. Advantage Card Service (ACS) (Cont'd)

6. Advantage Card Service II (ACS II) (Contd)
(b) Limitations and Disclaimers - General (Cont'd)

- An ACS II Customer must complete a minimum service term of seven (7) invoices with no delinquencies and no bill cycle interruptions in order for its eighth invoice to reflect the applicable Bonus Advantage Calling.
- An ACS II Customer whose service is terminated for cause or which voluntarily terminates Company's service prior to the completion of the minimum seven month service term for Bonus Advantage Calling forfeits all unused credits.


## (c) Limitations and Disclaimers - Shortfalls

An ACS II Customer must maintain a monthly minimum of $\$ 20.00$ in noncalling card charges to avoid shortfall charges. Customer shall be billed the difference between actual charges incurred and the monthly minimum charge of $\$ 20.00$, the "shortfall charge." For example, if a Customers's actual charges for non-calling card calls are $\$ 12.34$, a shortfall charge of $\$ 7.66$ will appear on the invoice. In addition, the Customer's rates are adjusted for the month in which the shortfall occurs to the rates in D. 5 preceding for all non-calling card and calling card usage. While shortfall charges apply to the non-calling card charges of an ACS II Customer, the application of the shortfall provisions will not reduce the Fixed Advantage earned for calling card calls and the Customer will be credited with any calling card usage in excess of the total Fixed Advantage available if earned. Compare using the following examples.

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

## SECTION 7-011 COMMUNICATIONSK SERVICE PLAN (Cont'd)

## E. Advantage Card Service (ACS) (Cont'd)

6. Advantage Card Service II (ACS II) (Cont'd)
(c) Limitations and Disclaimers - Shortfalls (Contd)

Example 1: An ACS II Customer is billed $\$ 12$ for $1+$ calling in the month of May and makes $\$ 18$ worth of calling cards in the same month. The Customer will receive full credit in its June invoice for the $\$ 18$ of calling card calls, be assessed a shortfall of $\$ 8$ pursuant to the provisions of this Section E.6(c), and its rates will be rerated under Section C. 5 preceding.

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

Example 3: An ACS II Customer is billed $\$ 9$ for $1+$ calling in the month of February and makes $\$ 44$ worth of calling cards in the same month. The Customer will receive full credit (\$20) in its March invoice for the $\$ 44$ of calling card calls and will not be assessed any shortfall under the provisions of this Section E.6(c) nor be subject to rerating under C. 5 preceding (because the $\$ 9$ in 1 + calling and the $\$ 24$ in calling card calling is in excess of the $\$ 20$ minimum required by this Section E.6(c) equals $\$ 33$ in qualified billings for the month of February).

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*All Material On This Page Is New.*
SECTION 7-011 COMMUNICATIONSK SERVICE PLAN (Cont'd)
E. Advantage Card Service (ACS) (Cont'd)

## 6. Advantage Card Service II (ACS II) (Cont'd)

(d) Reinstatement

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

## (e) Rates

The rates set forth in Section 7.A.3(b) apply to ACS II calling card calls.

# SECTION 8 - THE INTERNET BUSINESS ASSOCIATION SERVICE PLAN 

## A. INETBA Service

The Internet Business Association INETBA Service offers intrastate interexchange services in exclusive combination with its Internet Web page design and hosting services and its Internet Access - DSL services where facilities are available. Any small business which orders Company's Internet Web page design and hosting services and whose usage exceeds the monthly minimum usage levels set forth following and meets the eligibility requirements set forth following is eligible for INETBA Service. INETBA Service is available for calls that originate and terminate within this state, and includes $1+$ Outbound, Toll Free Access (800/888/877), and Calling Card calling. All provisions of Sections $1,2,3 . A, 4 . E$ and 4.F of this tariff apply to INETBA Services except as otherwise provided following.

## B. INETBA Service Call Unit Rate Guarantee

For a Customer who maintains eligibility for and receives service under the INETBA Service, the usage rates for Peak/Business Day hours under this tariff for customers using Company's INETBA Service are guaranteed for the same number of invoices, i.e., 12 invoices ( 6 invoices for any customer who qualifies for any of Company's lowest three interstate usage rates), as the number of invoices guaranteed under Company's INETBA Service for interstate calls as provided in Company's Tariff F.C.C. No. 4. Calling card services are not eligible for this rate guarantee.

## C. INETBA Service 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 usage rate guarantee as set forth herein.

## INTERNET BUSINESS ASSOCIATION

## SECTION 8 - THE INTERNET BUSINESS ASSOCIATION SERVICE PLAN (Cont'd)

## D. INETBA Service Rates

Subject to E.2, the following INETBA rate plans for interLATA and intraLATA service are offered:

## 1. Basic Q Rate Plan

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

| Time <br> Period | Minimum Call <br> Unit <br> (1st 18 seconds) | Incremental Call <br> Unit (Each Add'l 6 <br> seconds) | Call Unit <br> Charges In <br> Cents Per <br> Minute or <br> CPM | Equivalent Call <br> Unit <br> (Non-Usage <br> Charge for Usage <br> Increments) |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0459$ | $\$ 0.0153$ | $\$ 0.0153$ | $\$ 0.0153$ |
| Off-Peak/Non-Business <br> Day | $\$ 0.0459$ | $\$ 0.0153$ | $\$ 0.0153$ | $\$ 0.0153$ |

## 2. Classic Q Rate Plan

Classic Q rates are provided to customers whose minimum monthly intrastate usage is over 5:00 at the following rates:

| Time <br> Period | Minimum Call <br> Unit <br> (1st 18 seconds) | Incremental Call <br> Unit (Each Add'16 <br> seconds) | Call Unit <br> Charges In <br> Cents Per <br> Minute or <br> CPM | Equivalent Call <br> Unit <br> (Non-Usage <br> Charge for Usage <br> Increments) |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0411$ | $\$ 0.0137$ | $\$ 0.137$ | $\$ 0.0137$ |
| Off-Peak/Non-Business <br> Day | $\$ 0.0411$ | $\$ 0.0137$ | $\$ 0.137$ | $\$ 0.0137$ |

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INTERNET BUSINESS ASSOCIATION

## SECTION 8 - THE INTERNET BUSINESS ASSOCIATION SERVICE PLAN (Cont'd)

D. INETBA Service Rates (Cont'd)

## 3. Classic 2 Rate Plan

Classic 2 rates are provided to Customers whose minimum monthly intrastate usage is over $\$ 5.00$ at the following rates:

| Time <br> Period | Minimum Call <br> Unit <br> (1st 18 seconds) | Incremental Call <br> Unit (Each Add'16 <br> seconds) | Call Unit <br> Charges In <br> Cents Per <br> Minute or <br> CPM | Equivalent Call <br> Unit <br> (Non-Usage <br> Charge for Usage <br> Increments) |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0387$ | $\$ 0.0129$ | $\$ 0.129$ | $\$ 0.0129$ |
| Off-Peak/Non-Business <br> Day | $\$ 0.0387$ | $\$ 0.0129$ | $\$ 0.129$ | $\$ 0.0129$ |

INTERNET BUSINESS ASSOCIATION

## SECTION 8 - THE INTERNET BUSINESS ASSOCIATION SERVICE PLAN (Cont'd)

D. INETBA Service Rates (Cont'd)

## 4. Classic 1 Rate Plan

Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over $\$ 10.00$ at the following rates:

| Time <br> Period | Minimum Call <br> Unit <br> (1st 18 seconds) | Incremental Call Unit <br> (Each Add'1 6 <br> seconds) | Call Unit <br> Charges <br> In Cents <br> Per <br> Minute or <br> CPM | Equivalent Call <br> Unit <br> (Non-Usage <br> Charge for Usage <br> Increments) |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0357$ | $\$ 0.0119$ | $\$ 0.119$ | $\$ 0.0119$ |
| Off-Peak/Non-Business <br> Day | $\$ 0.0357$ | $\$ 0.0119$ | $\$ 0.119$ | $\$ 0.0119$ |

## 5. Universal Rate Plan

Universal rates are provided to customers whose minimum monthly intrastate usage is over $\$ 15.00$ at the following rates:

| Time <br> Period | Minimum Call <br> Unit <br> (1st 18 seconds) | Incremental Call Unit <br> (Each Add'1 6 <br> seconds) | Call Unit <br> Charges <br> In Cents <br> Per <br> Minute or <br> CPM | Equivalent Call <br> Unit <br> (Non-Usage <br> Charge for Usage <br> Increments) |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0327$ | $\$ 0.0109$ | $\$ 0.109$ | $\$ 0.0109$ |
| Off-Peak/Non-Business <br> Day | $\$ 0.0327$ | $\$ 0.0109$ | $\$ 0.109$ | $\$ 0.0109$ |

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INTERNET BUSINESS ASSOCIATION

## SECTION 8 - THE INTERNET BUSINESS ASSOCIATION SERVICE PLAN (Cont'd)

## D. INETBA Service Rates (Cont'd)

## 6. Prime 2 Rate Plan

Prime 2 rates are provided to customers whose minimum monthly intrastate usage is over $\$ 20.00$ at the following rates:

| Time <br> Period | Minimum Call <br> Unit <br> (lst 18 seconds) | Incremental Call <br> Unit (Each Add'1 6 <br> seconds) | Call Unit <br> Charges In <br> Cents Per <br> Minute or <br> CPM | Equivalent Call <br> Unit <br> (Non-Usage <br> Charge for Usage <br> Increments) |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0297$ | $\$ 0.0099$ | $\$ 0.099$ | $\$ 0.0099$ |
| Off-Peak/Non-Business <br> Day | $\$ 0.0297$ | $\$ 0.0099$ | $\$ 0.099$ | $\$ 0.0099$ |

## 7. Prime 1 Rate Plan

Prime 1 rates are provided to customers whose minimum monthly intrastate usage is over
$\$ 25.00$ at the following rates:

| Time <br> Period | Minimum Call <br> Unit <br> (1st 18 seconds) | Incremental Call <br> Unit (Each Add'16 6 <br> seconds) | Call Unit <br> Charges In <br> Cents Per <br> Minute or <br> CPM | Equivalent Call <br> Unit <br> (Non-Usage <br> Charge for Usage <br> Increments) |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0267$ | $\$ 0.0089$ | $\$ 0.089$ | $\$ 0.0089$ |
| Off-Peak/Non-Business <br> Day | $\$ 0.0267$ | $\$ 0.0089$ | $\$ 0.089$ | $\$ 0.0089$ |

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INTERNET BUSINESS ASSOCIATION

## SECTION 8 - THE INTERNET BUSINESS ASSOCIATION SERVICE PLAN (Cont'd)

D. INETBA Service Rates (Cont'd)
8. Super 1 Rate Plan

Super 1 rates are provided to Customers whose minimum monthly intrastate usage is in excess of $\$ 30.00$ at the following rates:

| Time <br> Period | Minimum Call <br> Unit <br> (1st 18 seconds) | Incremental Call <br> Unit (Each Add'16 <br> seconds) | Call <br> Unit <br> Charges <br> In Cents <br> Per <br> Minute <br> or CPM | Equivalent Call Unit <br> (Non-Usage Charge <br> for Usage <br> Increments) |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0237$ | $\$ 0.0079$ | $\$ 0.079$ | $\$ 0.0079$ |
| Off-Peak/Non-Business <br> Day | $\$ 0.0237$ | $\$ 0.0079$ | $\$ 0.079$ | $\$ 0.0079$ |

## 9. Super 2 Rate Plan

Super 2 rates are provided to Customers whose minimum monthly intrastate usage is in excess of $\$ 25.00$ at the following rates.

| Time <br> Period | Minimum Call <br> Unit <br> (1st 18 seconds) | Incremental Call <br> Unit (Each Add'1 6 <br> seconds) | Call <br> Unit <br> Charges <br> In Cents <br> Per <br> Minute <br> or CPM | Equivalent Call Unit <br> (Non-Usage Charge <br> for Usage <br> Increments) |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0207$ | $\$ 0.0069$ | $\$ 0.069$ | $\$ 0.0069$ |
| Off-Peak/Non-Business <br> Day | $\$ 0.0207$ | $\$ 0.0069$ | $\$ 0.069$ | $\$ 0.0069$ |

## INTERNET BUSINESS ASSOCIATION

## SECTION 8 - THE INTERNET BUSINESS ASSOCIATION SERVICE PLAN (Cont'd)

D. INETBA Service Rates (Cont'd)
10. Caíro 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:

| Time <br> Period | Minimum Call <br> Unit <br> (1st 18 seconds) | Incremental Call <br> Unit <br> (Each Add'16 6 <br> seconds) | Call Unit <br> Charges In <br> Cents Per <br> Minute or <br> CPM | Equivalent Call <br> Unit <br> (Non-Usage <br> Charge for Usage <br> Increments) |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0147$ | $\$ 0.0049$ | $\$ 0.049$ | $\$ 0.0049$ |
| Off-Peak/Non-Business <br> Day | $\$ 0.0147$ | $\$ 0.0049$ | $\$ 0.049$ | $\$ 0.0049$ |

## INTERNET BUSINESS ASSOCIATION

## SECTION 8 - THE INTERNET BUSINESS ASSOCLATION SERVICE PLAN (Cont'd)

D. INETBA Service Rates (Cont'd)

## 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:

| Time <br> Period | Minimum Call <br> Unit <br> (1st 18 seconds) | Incremental <br> Call Unit <br> (Each Add'l 6 <br> seconds) | Call Unit Charges <br> In Cents Per <br> Minute or CPM | Equivalent Call <br> Unit <br> (Non-Usage <br> Charge for <br> Usage <br> Increments) |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0087$ | $\$ 0.0029$ | $\$ 0.029$ | $\$ 0.0029$ |
| Off-Peak/Non-Business <br> Day | $\$ 0.0087$ | $\$ 0.0029$ | $\$ 0.029$ | $\$ 0.0029$ |

## 12. Reserved for Future Use

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## INTERNET BUSINESS ASSOCIATION

## SECTION 8 - THE INTERNET BUSINESS ASSOCLATION SERVICE PLAN (Cont'd)

## D. INETBA Service Rates (Cont'd)

## 13. Limited-Class Switched Rates

13.1 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 Rate Plan

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

|  | Minimum Call Unit <br>  <br> Or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0147$ | $\$ 0.0049$ |
| Off-Peak/Non-Business Day | $\$ 0.0147$ | $\$ 0.0049$ |

b. D-3 Rate Plan

D-3 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over $\$ 110.00$ at the following rates:

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

c. D-4 Rate Plan

D-4 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over $\$ 120.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0087$ | $\$ 0.0029$ |
| Off-Peak/Non-Business Day | $\$ 0.0087$ | $\$ 0.0029$ |

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## INTERNET BUSINESS ASSOCIATION

## *ALL MATERIAL ON THIS PAGE IS NEW*

## SECTION 8 - THE INTERNET BUSINESS ASSOCIATION SERVICE PLAN (Cont'd)

## D. INETBA Service Rates (Cont'd)

## 13. Limited-Class Switched Rates (Cont'd)

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

## a. X-1 Rate Plan

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

Peak/Business Day
Off-Peak/Non-Business Day

| Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- |
| $\$ 0.0177$ | $\$ 0.0059$ |
| $\$ 0.0177$ | $\$ 0.0059$ |

Peak/Business Day
Off-Peak/Non-Business Day
b. X-2 Rate Plam

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

Minimum Call Unit Incremental Call Unit
or Fraction or Fraction
$\$ 0.0147 \quad \$ 0.0049$
$\$ 0.0147 \quad \$ 0.0049$

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## INTERNET BUSINESS ASSOCIATION

## SECTION 8 - THE INTERNET BUSINESS ASSOCIATION SERVICE PLAN (Cont'd)

## E. Rates for Calling Cards

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

|  | Minimum Call Unit | Incremental | CPM | Non-Usage |
| :--- | :--- | :--- | :--- | :--- |
| Minimum | $\$ 0.0459$ | $\$ 0.0153$ | $\$ 0.153$ | $\$ 0.0153$ |
| Maximum | $\$ 0.07$ | $\$ 0.0233$ | $\$ 0.233$ | $\$ 0.0233$ |
| Business Day | $\$ 0.0513$ | $\$ 0.0171$ | $\$ 0.171$ | $\$ 0.0171$ |
| Non-Business Day | $\$ 0.0459$ | $\$ 0.0153$ | $\$ 0.153$ | $\$ 0.0153$ |

2. Rates for Calls Terminated to a Mobile Phone or Pager. From and after the effective date of this revision, all calls terminated to a mobile phone or pager shall be charged the following rates:

|  | Minimum Call Unit | Incremental | CPM | Non-Usage |
| :--- | :--- | :--- | :--- | :--- |
| Minimum | $\$ 0.006$ | $\$ 0.002$ | $\$ 0.02$ | $\$ 0.002$ |
| Maximum | $\$ 0.21$ | $\$ 0.07$ | $\$ 0.7$ | $\$ 0.07$ |
| Rate | $\$ 0.0513$ | $\$ 0.0179$ | $\$ 0.179$ | $\$ 0.0179$ |

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## SECTION 8 - THE INTERNET BUSINESS ASSOCIATION SERVICE PLAN (Cont'd)

## F. INETBA Service - Graduated Rate Categories

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

Table 1

| Rate Plan |  | Rate Category |
| :--- | :--- | :--- |
| Basic Q | $\$ .153$ | XI |
| Classic Q | $\$ .137$ | X |
| Classic 2 | $\$ .129$ | IX |
| Classic 1 | $\$ .119$ | VIII |
| Universal | $\$ .109$ | VII |
| Prime 2 | $\$ .099$ | VI |
| Prime 1 | $\$ .089$ | V |
| Super 1 | $\$ .079$ | IV |
| Super 2 | $\$ .069$ | III |
| Cairo 1 | $\$ .049$ | II |
| Cairo 2 | $\$ .029$ | I |

1. Any Rate Category I-IX customers in service on or before June 30, 2005, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after October 1, 2005, that are reflected on invoices rendered on or after November 1, 2005.
2. Any Rate Category $X$ customers in service on or before June 30,2005 , 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 October 1, 2005, that are reflected on invoices rendered on or after November 1, 2005.

## INTERNET BUSINESS ASSOCIATION

*All Material On This Page Is New.*

## SECTION 8 - THE INTERNET BUSINESS ASSOCIATION SERVICE PLAN (Cont'd)

## G. INETBA Service Customer Loyalty Plans

## 1. General Terms and Conditions

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Loyalty Plan" or "CLP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CLP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Loyalty Plan offerings are available for eligible Customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CLP to be valid.
a. CLPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
b. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CLP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CLP must demonstrate the existence of circumstances substantially and materially like those which justified the CLP as tariffed.

## INTERNET BUSINESS ASSOCIATION

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

## SECTION 8 - THE INTERNET BUSINESS ASSOCIATION SERVICE PLAN (Cont’d)

G. INETBA Service Customer Loyalty Plans (Cont'd)

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

c. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that Customer's circumstances.
d. CLPs are available for all published rates.
e. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 8.
f. All of the conditions set forth above must exist in order to qualify for the following Customer Loyalty Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Loyalty Plans.

## SECTION 8 - THE INTERNET BUSINESS ASSOCIATION SERVICE PLAN (Cont'd)

## G. INETBA Service Customer Loyalty Plans (Cont'd)

## 2. Customer Loyalty Plan I

INETBA Service Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th invoice as provided following.
a. For each five invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding 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.
b. Eligibility. To be eligible for the 6th invoice free bonus, each Customer must:

- have initiated service under INETBA Service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA Service;
- have no record of nonpayment in any of the preceding consecutive fivemonth period of service;
- have received five consecutive and uninterrupted invoices over the preceding five-month period;
- have selected the 6th invoice free bonus incentive prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth invoice in excess of the amount of the applicable credit as calculated under 8.G.2.a preceding.


## SECTION 8 - THE INTERNET BUSINESS ASSOCIATION SERVICE PLAN (Cont'd)

## G. INETBA Service Customer Loyalty Plans (Cont'd)

## 3. Customer Loyalty Plan II

INETBA Service Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th invoice as provided following.
a. For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding 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.
b. Eligibility. To be eligible for the 9 th invoice free bonus, each Customer must:

- have initiated service under the INETBA Service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA Service;
- have no record of nonpayment in any of the preceding consecutive eightmonth period of service;
- have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
- have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by Customer's eighth invoice; and
- pay all charges rendered in Customer's eighth invoice in excess of the amount of the applicable credit as calculated under 8.G.3.a preceding.


## SECTION 8 - THE INTERNET BUSINESS ASSOCLATION SERVICE PLAN (Cont'd)

## G. INETBA Service Customer Loyalty Plans (Cont'd)

## 4. Customer Loyalty Plan III

INETBA Service Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 13th invoice as provided following.
a. For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding 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.
b. Eligibility. To be eligible for the 13th invoice free bonus, each Customer must:

- have initiated service under the INETBA Service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA Service;
- have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
- have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
- have selected the 13 th invoice free bonus incentive prior to the first day in the period of service covered by Customer's twelfth invoice; and
- pay all charges rendered in Customer's twelfth invoice in excess of the amount of the applicable credit as calculated under 8.G.4.a, preceding.


## INTERNET BUSINESS ASSOCIATION

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

## SECTION 8 - THE INTERNET BUSINESS ASSOCIATION SERVICE PLAN (Cont'd)

## G. INETBA Service Customer Loyalty Plans (Cont'd)

5. Loyalty Awards. Customers who qualify as either a "winback" or a "save" qualify to receive additional Loyalty Awards.
a. "Welcome Back Invoice" Award. Each Customer who qualifies as either a "winback" or "save" shall receive its first invoice free, a "Welcome Back Invoice," that is, a credit equal to the charges for the first period of service (may be less than 30 days). The credit equal to the charges in the Welcome Back Invoice will appear in the invoice for the fourth billing cycle following the service period to which the Welcome Back Invoice applies.
b. 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. Non-Voice Communications

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

## INTERNET BUSINESS ASSOCIATION

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

## SECTION 8 - THE INTERNET BUSINESS ASSOCIATION SERVICE PLAN (Cont'd)

## H. INETBA Advantage Card Service (ACS)

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

## 1. Eligibility

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

## 2. Limitations and Disclaimers

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


[^0]:    * Sample levels only. Company reserves the right to round down the actual capacity of any S\&W Card.

