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Telecommunications
E Commerce
Technology
Corporate & Finance
Trademarks
Proprietary Rights
Complex Litigation
General Business Law

The Helein Law Group, P.C.

8180 Greensboro Drive Suite 700 McLean, VA 22102

(703) 714-1300 (Telephone) (703) 714-1330 (Facsimile) mail@helein.com

Management Consulting Group Global Telecompetition Consultants, Inc. (GTC) (703) 714-1320 (Telephone)

Writer's Direct Dial Number

imarashlian@helein.com

(703) 714-1313

October 5, 2000

Writer's E-mail Address

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00-2139-CT-ZTA

VIA OVERNIGHT DELIVERY

Docketing Division Public Utilities Commission of Ohio 180 East Broad Street Columbus, OH 43215-3793

Re: NOS Communications, Inc. - Proposed Tariff Revisions

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-1 PH 3: 55

Ladies and Gentlemen:

On behalf of NOS Communications, Inc. ("NOS"), I hereby file an original and three (3) copies of revisions to its Tariff P.U.C.O. No. 1 - Long Distance. The class of customers affected by these revisions are residential customers and the affected services are all switched services.

An additional copy of this filing is enclosed. Please date stamp and return in the self-addressed postage paid envelope. Should any questions arise concerning this filing, please contact the undersigned.

Respectfully submitted,

Jonathan S. Marashlian

Enclosures

This is to certify that the imager appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

Technician TM.N. Date Processed 1.7.00

PUBLIC UTILITIES COMMISSION OF OHIO

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REGISTRATION FORM EFFECTIVE: July 15, 1997

In the Matter of the Application of _ 00 - 2139 TP. ZTA NOS COMMUNICATIONS, INC. Case No. Name of Registrant(s) NOS COMMUNICATIONS, INC. Address of Registrant(s) 4380 Boulder Highway, Las Vegas, Nevada 89121 Contact Person(s) Jonathan S. Marashlian (Phone - 703-714-1313 ; Fax- 703-714-1336)
Date 10/5/00 TRF Docket No. 90 - 9077 - TP - TRF Motion for protective order included with filing? ☐Yes, ☑ No Request for waiver(s) included with filing? Yes, No NOTE: This form must accompany all applications filed by NECs. ILECs should utilize the appropriate form based on each ILEC's currently applicable regulatory framework. However, an ILEC must use this form if it has been granted tariff filing parity pursuant to Section VI.L. of the guidelines established in Case No. 95-845-TP-COI, or if the ILEC is filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. It is preferable not to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period. I. Indicate the reason for submitting this form (check only one): (AAC) Application to Amend Certificate to expand Serving Area (30-day approval, 7 copies) (ABN) Abandonment of all Services (NOT automatic, 10 copies) ☐ 2. ☐ 3. (ACE) New Operating Authority (60-day approval, 7 copies) (ACO) Application to Change Ownership (30-day approval, 10 copies) ☐ 4. (ACN) Application to Change Name (30-day approval, 10 copies) ☐ 5. ☐ 6. (AEC) Application to Establish, Revise, or Cancel a Contract (30-day approval, 7 copies) ☐ End User ☐ Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case 7. (AMT) Merger (NOT automatic, 10 copies) (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 15 copies) (ATA) Application for Tariff Amendment (Automatic timeframes vary with type of ATA filing -- see below) a. New End User Service which has been preceded by a 30-day prefiling with Staff and OCC (0-day filing, 10 copies) b. Dew Carrier-to-Carrier Service which has been preceded by a 30-day prefiling with Staff and OCC (0-day filing, 10 copies) c. Change in Terms and Conditions (30-day approval, 10 copies) d. Withdrawal of Service (30-day approval, 10 copies) e. Tiling at Staff's Direction (30-day approval, 10 copies) f. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies) 10. (ATC) Application to Transfer Certificate (NOT automatic, 7 copies) 11. (ATR) Application to Conduct a Transaction Between Utilities (NOT automatic, 10 copies) 12. (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 15 copies) (NOT automatic, 15 copies) 13. (UNC) Unclassified (explain) _ (NOT automatic, 15 copies) 14. Other (explain) THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies) 15. Introduction or Extension of Promotional Offering
New Price List Rate for Existing Service 17. Designation of Registrant's Process Agent(s) 18. Update to Registrant's Maps

II. Indicate which of the following exhibits have been filed. The numbers (corresponding to the list above) indicate, at a minimum, the types of cases in which the exhibit is required:

A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based) (3) Statement affirming that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a
telephone utility in the State of Ohio. (3)
List of names, addresses, and phone numbers of officers and directors, or partners. (3-4,7,10)
Rief description of service(s) proposed. (3)
Explanation of whether applicant intends to provide resold services, facilities-based services, or both resold and
facilities-hased services. (3)
Explanation as to whether NEC currently offers IXC services under separate CTS authority, and whether it will be including
those services within its NEC filing, or maintaining such IXC services under a separate affiliate. (3)
Explanation of how the proposed services in the proposed market area are in the public interest. (3)
Description of the proposed market area. (3)
Description of the class of customers (e.g., residence, business) that the applicant intends to serve. (3)
Documentation attesting to the applicant's financial viability, including, at a minimum, a pro forma income statement and a
balance sheet. If the pro forma income statement is based upon a certain geographical area(s) or information in other
jurisdictions, please indicate. (3)
Documentation attesting to the applicant's technical expertise relative to the proposed service offering(s) and proposed service
area. (3)
Explanation of the applicant's managerial expertise relative to the proposed service offering(s) and proposed service area. (3)
Documentation indicating the applicant's corporate structure and ownership. (3)
Information regarding any similar operations in other states. (3)
Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in
accordance with the USOA. (3)
Verification of compliance with any affiliate transaction requirements. (3)
Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline
for construction, interconnection, and offering of services to end users. (3, 8, 10)
Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A. (1-2,4,6,8-10,12-15)
Copy of revised tariff sheets & price lists, marked as Exhibit B. (1-2,4,6,8-10,12-15) Specify which notice procedure has been utilized: real time; or newspaper. NOTE: Price list increases must be within an
approved range of rates. (8-9,15) Copy of real time or newspaper notice which has been provided to customers. (2,4,6,9c-f, 10, 15)
Copy of real time of newspaper notice which has been provided to customers. (2,3,3,0,0-1, 10, 15) Copy of customer education and information material for new residential services. (8)
Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected.
Description of and rationale for proposed tail to changes, including a complete description of the device(s) proposed tail to changes, including a complete description of the device(s) proposed tail to changes, including a complete description of the device(s) proposed tail to changes, including a complete description of the device(s) proposed tail to changes, including a complete description of the device(s) proposed tail to changes, including a complete description of the device(s) proposed tail to changes, including a complete description of the device(s) proposed tail to change the device description of the device(s) proposed tail to change the device description of the device(s) proposed tail to change the device device the device device and the device device device the device device device the device
dedicated service. Include this information in either the cover letter or Exhibit C. (1-2,4-6,9-10,12-15)
Explanation as to which service areas company currently has an approved interconnection or resale agreement. (1,3, 9)
Explanation as to whether rates are derived through (check all applicable): interconnection agreement, retail tariffs, or
resale tariffs. (3)
List of Ohio counties or exchanges the applicant intends to serve within 24 months of obtaining authorization. (1,3)
List of Ohio counties of exchanges the approach interface to the counties of exchanges the approach interface to the counties specifically involved or affected. (2,4,6,9-10,12)
☐ Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of
fictitious name, etc.). (3,4,6,9c-f,10) In transfer of certificate cases, the transferee's good standing must be established.
Maps depicting the proposed serving and calling areas of the applicant. (1,3,7,10)
If Mirroring ILEC exchanges for both serving area and local calling areas: * Serving area must be clearly reflected on an
Ohio man attached to tariffs and textually described in tariffs by noting that it is reflecting a particular ILEC/NEC territory,
and listing the involved counties. * Local calling areas must be clearly reflected on an Ohio map attached to the tariffs,
and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which
local calls can be made from each of those exchanges.
If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s):
* Serving Area must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the
involved counties. * Local Calling Areas must be described in the tariff through textual delineation and clear maps. Maps
for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography
maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
Other information requested by the Commission staff.

July 15, 1997 Page 2 of 3

all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrate the affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.
Mandatory requirements for all basic local exchange providers:
[x] Sales tax
[x] Deposits
[x] Disconnection of Service
[x] 1+
Service requirements for a NEC's provision of certain services (check all applicable): Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service
Discounts for Persons with Confinentication Disabilities and the Persons with Confinentication Disabilities
Emergency Services Calling Plan
Alternative Operator Service (AOS) requirements
Limitation of Liability Language
Termination Liability Language
Service Connection Assistance (SCA) and Telephone Service Assistance (TSA)
Resale of Service [Required for facilities-based NECs]
Local Number Portability [Required for facilities-based]
IV. List names, titles, phone numbers, and addresses of those persons authorized to make and/or verify filings at the Commission on behalf of the applicant: Jonathan S. Marashlian, Regulatory Counsel - (703) 714-1313
 NOTE: An annual report is required to be filed with the Commission by each company on an an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated. V. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints: Glenn T. Stockton, II, Chief Counsel, Tariff and Regulatory Affiars - (702) 547-8000 NOS Communications, Inc.
VERIFICATION
I, Name and Title Regulatory Counse verify that I have utilized, verbatim, the Commission's Local Exchange and Title Regulatory Counse and that all of the information submitted here, and all additions information submitted in connection with this case is true and correct to the best of my knowledge. (Signature) (Date)
* A 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.
the required number of copies, to:

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby

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

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

CHECK SHEET

Pages 1 through 129 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
Title	Original	32.1	1st Revised	49	2nd Revised
1	11th Revised*	32.2	Original	50	2nd Revised
1.1	5th Revised*	32.3	Original	51	1st Revised
2	3rd Revised	32.4	1st Revised*	51.1	Original
3	Original	32.5	1st Revised*	51.2	Original
4	Original	33	2nd Revised*	51.3	Original
5	Original	34	2nd Revised*	52	Original
6	Original	35	2nd Revised*	53	1st Revised*
7	Original	36	2nd Revised*	54	Original
8	Original	37	3rd Revised*	55	1st Revised
9	Original	38 '	1st Revised	56	1st Revised
10	Original	38.1	Original*	57	Original
11	Original	39	1st Revised	58	Original
12	Original	40	Original	59	Original
13	Original	41	Original	59.1	Original*
14	Original	42	2nd Revised*	59.2	Original*
15	Original	42.1	Original	59.3	Original*
16	Original	42.2	1st Revised	59.4	Original*
17	Original	42.3	Original	59.5	Original*
18	Original	42.4	Original	60	1st Revised*
19	Original	42.4.1	Original*	60.1	2nd Revised*
20	1st Revised	42.4.2	Original*	60.2	1st Revised
21	1st Revised	42.5	1st Revised*	60.3	Original
22	1st Revised	42.6	1st Revised*	60.4	1st Revised*
22.1	Original	42.7	1st Revised*	60.5	Original
22.2	Original	42.8	1st Revised*	60.6	Original
22.3	Original	42.9	Original	60.7	Original
22.4	Original	42.10	Original	60.8	Original
22.5	Original	42.11	1st Revised*	61	1st Revised
22.6	Original	43	1st Revised	62	2nd Revised*
23	Original	44	1st Revised	63	1st Revised*
24	5th Revised*	45	3rd Revised	64	1st Revised*
25	Original	46	4th Revised	65	1st Revised*
26	Original	46.1	1st Revised	66	Original
27	3rd Revised*	46.2	Original	67	3rd Revised*
28	2nd Revised*	46.3	Original	67.1	2nd Revised*
29	2nd Revised*	46.4	Original	68	Original
30	2nd Revised*	46.5	Original	69	Original
31	1st Revised	46.6	Original	70	Original
31.1	Original*	47	2nd Revised	71	Original
32	2nd Revised	48	3rd Revised	72	Original

ISSUED: October 6, 2000

CHECK SHEET (Cont'd)

Pages 1 through 129 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
73	Original	96	1st Revised	127.1	Original*
74	Original	97	Original	127.2	Original*
75	Original	98	Original	128	3rd Revised*
75.1	Original	98.1	Original	129	2nd Revised*
75.2	1st Revised	98.2	Original		
75.3	Original	98.3	Original		
75.4	Original	98.4	Original		
75.4.1	Original*	99	1st Revised		
75.4.2	Original*	100	1st Revised		
75.5	2nd Revised*	100.1	1st Revised*		
75.6	3rd Revised*	100.2	1st Revised*		
75.7	2nd Revised*	101	1st Revised		
75.8	2nd Revised*	102	1st Revised		
75.9	Original	103	2nd Revised*		
75.10	Original	104	3rd Revised*		
75.11	Original	105	2nd Revised*		
75.12	1st Revised*	106	2nd Revised*		
76	Original	107	2nd Revised*		
77	Original	108	2nd Revised*		
78	Original	109	2nd Revised*		
79	2nd Revised*	110	3rd Revised*		
80	1st Revised*	111	1st Revised		
81	1st Revised*	112	1st Revised		
82	1st Revised*	113	1st Revised		
83	Original	114	1st Revised		
83.1	Original*	115	1st Revised		
84	Original	116	1st Revised		
85	2nd Revised*	117	1st Revised		
86	Original	118	1st Revised		
87	Original	119	1st Revised		
88	Original	120	1st Revised		
89	Original	121	1st Revised		
90	Original	122	1st Revised		
91	Original	123	1st Revised		
92	Original	124	2nd Revised*		
93	Original	125	2nd Revised*		
94	Original	126	2nd Revised*		
95	Original	127	4th Revised*		

ISSUED: October 6, 2000

EFFECTIVE: October 10, 2000

Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

B. Freedom Plans

2. Carrier offers services under it Freedom Plan 2000 and Freedom Plan for Business Users (collectively, the "Freedom Plans") based on the Rate Plans and categories as specified following. Rates are graduated as shown in Table 1 following, higher to lower, that is, Rate Category I for the Super 2 Rate Plan contains Carrier's lowest offered rates and Rate Category VIII for the Classic Q Rate Plan contains Carrier's top rates.

Table 1

Rate Plan	Rate Category
Classic Q	VIII
Classic 2	VII
Classic 1	VI
Classic U/Universal	V
Prime 2	. IV
Prime 1	III
Super U/Super 1	II
Super 2	I

3. Any customer in service on or after October 10, 2000, whose service is not part of an unexpired term plan or rate guarantee and which is not subject to treatment procedures, and whose rates have not changed during the three service periods prior to October 10, 2000 shall have its rates adjusted to the next higher applicable Rate Category.

ISSUED: October 6, 2000

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 Classic, Prime, and Super Rate Plans, are offered by Company. The Freedom Plan rates are as follows:

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

1. Classic Q Rate Plan

The following rate is Company's basic rate, available to all customers whose monthly intrastate usage does not exceed \$20.00.

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

2. Classic 2 Rate Plan

Except as provided in C.10.A, following, Classic 2 rates are provided to Customers whose minimum monthly intrastate usage is over \$20.00 at the following rates:

(T)

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM	Equivalent Call Unit (Non-Usage Charge for Usage Increments)
Peak/Business Day	\$0.0387	\$0.0129	\$0.129	\$0.0129
Off-Peak/ No-Business Day	\$0.0387	\$0.0129	\$0.129	\$0.0129

ISSUED: October 6, 2000

EFFECTIVE: October 10, 2000

Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121

SECTION 4 - RATES (Cont'd)

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

3. Classic 1 Rate Plan

Except as provided in C.10.b, following, Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over \$35.00 at the following rates:

(T)

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

4. Classic U/Universal Rate Plan

Except as provided in C.10.b, following, Classic U/Universal rates are provided to customers whose minimum monthly intrastate usage is over \$50.00 at the following rates:

(T)

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

(R)

ISSUED: October 6, 2000

EFFECTIVE: October 10, 2000

Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121

Cancels First Revised Page No. 29

SECTION 4 - RATES (Cont'd)

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

5. Prime 2 Rate Plan

Except as provided in C.10.b, following, Prime 2 rates are provided to customers whose minimum monthly intrastate usage is over \$60.00 at the following rates:

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

6. Prime 1 Rate Plan

Except as provided in C.10.b, following, Prime 1 rates are provided to customers whose minimum monthly intrastate usage is over \$70.00 at the following rates:

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

(R)

(T)

(T)

ISSUED: October 6, 2000

EFFECTIVE: October 10, 2000

Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121

SECTION 4 - RATES (Cont'd)

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

7. Super U/Super 1 Rate Plan

Super U/Super 1 rates are not available to Customers electing to receive service under Company's offering under Section 3.B. Except as provided in C.10.b, following, Super U/Super 1 rates are provided to Customers whose minimum monthly intrastate usage is in excess of \$80.00 at the following rates.

(T)

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM	Equivalent Call Unit (Non-Usage Charge for Usage Increments)
Peak/Business Day	\$0.0237	\$0.0079	\$0.079	\$0.0079
Off-Peak/ Non-Business Day	\$0.0237	\$0.0079	\$0.079	\$0.0079

(R)

8. Super 2 Rate Plan

Super 2 rates are not available to Customers electing to receive service under Company's offering under Section 3.B. Except as provided in C.10.b, following, Super 2 rates are provided to Customers whose minimum monthly intrastate usage is in excess of \$90.00 at the following rates.

(T)

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

R)

ISSUED: October 6, 2000

EFFECTIVE: October 10, 2000

Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121

(N)

(N)

All Material On This Page Is New.

SECTION 4 - RATES (Cont'd)

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

10. Rate Plan Adjustments for Non-Calling Plan Customers

C.10.a Subject to Section 5.F.7 following, the off-peak/non-business rates in C.4 preceding for Classic 2 customers whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 10, 2000, shall be rated at Classic Q rates as set forth in C.3 preceding.

C.10.b The off-peak.non-business rates in C.5, C.6, C.7, and C.8 preceding for customers in service on or before October 10, 2000, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not changed during the four service periods prior to October 10, 2000, shall be rated pursuant to the Classic 2 rates as set forth in C.4 preceding.

ISSUED: October 6, 2000

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).

ISSUED: October 6, 2000

Cancels Original Page No. 32.5

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.

ISSUED: October 6, 2000

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

A. Freedom Plan Plus (FPP)

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

- 1. All of the conditions set forth in section 3.C, preceding, must exist in order to qualify for the following FPP. Company shall offer the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with the Company as well as additional terms and/or conditions, such as term or volume commitments. In the event a lower rate, additional terms or conditions are required to effect a save or winback, such rates, terms and conditions shall be tariffed by Company prior to institution of the first billing for services subject to such additional and/or different rates, terms and/or conditions.
- 2. Initial call duration (usage) is measured by a Minimum Call Unit (MCU) of 18 seconds, with fractional MCUs rounded to the next whole MCU, i.e., to a full 18 seconds; and incremental call duration is measured by call duration segments of not less than 6 seconds with the final call segment just prior to effective disconnection rounded to the next full 6 seconds of call duration. FPP features a waiver of the non-transport/non-usage (equivalent call units) charges, provided the Customer has not previously canceled nor discontinued any service, has not had service canceled or temporarily discontinued by Company, and has no record of late payments or payments withheld over disputed billings, regardless of the result of the dispute. Freedom Plan rates are as follows:

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ISSUED: October 6, 2000

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

B. Freedom Plan Plus - Rate Plans

1. Standard 1+ and Toll Free Access Rates

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0411	\$0.0137	\$0.137
Off-Peak/ Non-Business Day	\$0.0411	\$0.0137	\$0.137

2. **Discount Plus 1+ and Toll Free Access.** Except as provided in Section C.11.a, rates for Customers with a minimum of \$20.00 intrastate usage are as follows:

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0387	\$0.0129	\$0.129
Off-Peak/ Non-Business Day	\$0.0387	\$0.0129	\$0.129

ISSUED: October 6, 2000

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

B. Freedom Plan Plus - Rate Plans (Cont'd)

3. Discount Premier Plus 1+ and Toll Free Access. Except as provided in Section C.11.b, rates for Customers with a minimum of \$30.00 intrastate usage are as follows:

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Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0357	\$0.0119	\$0.119
Off-Peak/ Non-Business Day	\$0.0357	\$0.0119	\$0.119

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4. Choice Plus 1+ and Toll Free Access. Except as provided in Section C.11.b, rates for Customers with a minimum of \$40.00 intrastate usage.

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Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0327	\$0.0109	\$0.109
Off-Peak/ Non-Business Day	\$0.0327	\$0.0109	\$0.109

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5. Volume Plus 1+ and Toll Free Access. Except as provided in Section C.11.b, following, rates for Customers with a minimum of \$50.00 intrastate usage are as follows:

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Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.027	\$0.0099	\$0.099
Off-Peak/ Non-Business Day	\$0.027	\$0.0099	\$0.099

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Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121

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

- B. Freedom Plan Plus Rate Plans (Cont'd)
 - 6. Volume Premier 1+ and Toll Free Access. Except as provided in Section C.11.b, rates for Customers with a minimum of \$60.00 intrastate usage are as follows:

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0267	\$0.0089	\$0.089
Off-Peak/ Non-Business Day	\$0.0267	\$0.0089	\$0.089

7. Select Plus/Premier Plus 1+ and Toll Free Access. Except as provided in Section C.11.b, rates for Customers with a minimum of \$70.00 monthly intrastate usage are as follows:

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0237	\$0.0079	\$0.079
Off-Peak/ Non-Business Day	\$0.0237	\$0.0079	\$0.079

8. Ultimate Plus 1+ and Toll Free Access. Except as provided in Section C.11.b, rates for Customers with a minimum of \$80.00 monthly intrastate usage are as follows:

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM	
Peak/Business Day	\$0.0207	\$0.0069	\$0.069	
Off-Peak/ Non-Business Day	\$0.0207	\$0.0069	\$0.069	(R

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Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121

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

C. Freedom Plan Plus - Rate Plans (Cont'd)

9. A Freedom Plan Plus customer in service on or after October 10, 2000, whose service is not part of an unexpired term plan or rate guarantee and which is not subject to treatment procedures, and whose rates have not changed during the three service periods prior to October 10, 2000 shall have its rates adjusted to the next higher applicable Rate Category. Rate categories as are:

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Table 1

Rate Plan	Rate Category
Standard Plus 1+ and Toll Free Access	VIII
Discount Plus 1+ and Toll Free Access	VII
Discount Premier Plus 1+ and Toll Free Access	VI
Choice Plus 1+ and Toll Free Access	V
Volume Plus 1+ and Toll Free Access	IV
Volume Premier Plus 1+ and Toll Free Access	III
Select Plus/Premier Plus 1+ and Toll Free Access	II
Ultimate Plus 1+ and Toll Free Access	I

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Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121

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

- C. Freedom Plan Plus Rate Plans (Cont'd)
- 11. Rate Plan Adjustments for Non-Calling Plan Customers
 - C.11.a Subject to E.5 following, the off-peak/ non-business rates in C.11.2 preceding for Discount Plus 1+ and Toll Free Access customers, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 10, 2000, the off-peak/ non-business rates for each such Freedom Plan shall be uniformly rated at the Standard Plus 1+ and Toll Free Access rates as set forth in C.11.1 preceding.
 - C.11.b The off-peak/non-business rates in C.11.3, C.11.4, C.11.5, C.11.6, C.11.7, and C.11.8 preceding for customers in service on or before October 10, 2000, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not changed during the four service periods prior to October 10, 2000, shall be rated pursuant to the Discount Plus 1+ and Toll Free Access rates as set forth in C.11.2 preceding.

ISSUED: October 6, 2000

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

- E. Freedom Plan Plus Bonus Incentives (Cont'd)
 - 3. 13th Invoice Free Bonus Incentive. 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 months of consecutive uninterrupted service, a credit shall be calculated equal to the average of the Customer's monthly charges (excluding fees, taxes, surcharges, assessments, and similar charges) for the preceding consecutive twelve month period.
 - b. Eligibility. To be eligible for a 13th month credit, each Customer must:
 - have initiated service under a Freedom Plan for Business Users;
 - have current usage which exceeds the established minimum monthly interstate usage levels for the applicable Freedom Plan for Business Users as specified by Company to Customer;
 - have no record of nonpayment in any of the preceding consecutive twelve month period of service;
 - have received twelve consecutive and uninterrupted invoices over the preceding twelve month period;
 - have selected the 13th invoice credit prior to the first day in the period of service covered by Customer's thirteenth invoice; and
 - pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under E.3.a, preceding.
 - 4. Non-Voice Communications For any Customer who qualifies as a "save" or "winback" Customer, Company shall waive non-transport/non-usage charges (equivalent call units) for lines used for non-voice communications, i.e., facsimile and/or modem lines.
 - 5. Save/Winback Off-Peak/Non-Business Day Adjustments Customers whose rates are adjusted pursuant to 5.C.11 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 5.C.11.

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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	Monthly Usage Volume
\$25.00	0 - \$49.99
\$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.

ISSUED: October 6, 2000

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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.

ISSUED: October 6, 2000

Cancels Original Page No. 42.5

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

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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.

Denomination \$250.00

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 @ 60 seconds or Fraction \$0.171 Incremental Call Unit Value @ 60 seconds or Fraction

\$0.171

(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.

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Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121

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- 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

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

(T)

- (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.

ISSUED: October 6, 2000

SECTION 5 - TELECOMPETITIVE 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 Non-Calling Card Charge		S&W Calling Card Denomination(s)	(C)
\$ 50.00	x 2.5	\$125.00	
75.00	x 2.5	187.50	
90.00	x 2.5	225.00	
100.00	x 2.5	250.00	
150.00	x 2.5	250.00 + 125.00	(C)
250.00	x 2.5	250.00 +250.00 + 125.00	(c)

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

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

Minimum Call Unit	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.

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ISSUED: October 6, 2000

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 Customerwhich 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.5(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.

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Cancels Original Page No. 42.11

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.

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Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121

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

- A. 011 Communications Service (Cont'd)
 - 3. Usage Sensitive Charges (Cont'd)
 - (b) For calling card calls, the rates are:

First 60 Secs.

Each Add'l 60 Secs.

or Fraction

or Fraction

\$0.171

\$0.171

4. Minimum and Maximum Charges - The following rates are the Minimum and Maximum rates chargeable for 011 Communications Service, including 1+, toll free access, and calling card calls. The Minimum and Maximum rates apply to the first 60 seconds or fraction and each additional 60 seconds or fraction:

Minimum

Maximum

\$0.02

\$0.70

- B. Limitations and Disclaimers.
 - 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.

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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.

ISSUED: October 6, 2000

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011 COMMUNICATIONSSM

SECTION 7 - 011 COMMUNICATIONSSM 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 9th invoice as provided following.
 - For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the average of the Customer's monthly charges (excluding fees, taxes, surcharges, assessments, and similar charges) for the preceding consecutive eight-month period.
 - 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 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 o the amount of the applicable credit as calculated under D.8.a preceding.

Material Appearing on This Page Formerly Appeared On Original Page 60.

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All Material On This Page Is New.

SECTION 7 - 011 COMMUNICATIONS 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. Rate Guarantee

A Customer's rates for Company's 011 Communications Service as tariffed herein shall not be subject to any increase for that Customer's first nine (9) invoices. This guarantee is only available to Customers who complete nine consecutive months of 011 Communications service following Customer's commencement of 011 Communications service. Customers whose monthly billing fails to meet the MAC Threshold set forth in section 9.3.5 preceding will however be subject to the shortfall charges as provided therein.

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.

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SECTION 7 - 011 COMMUNICATIONSSM 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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SECTION 7 - 011 COMMUNICATIONSSM 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 5th, 11th, 17th, and 23rd invoices. Each credit when earned will be issued in the invoice immediately following the last invoice in the applicable credit series, namely in the 6th, 12th, 18th, and 24th invoices.

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 12th invoice; third, for the consecutive 17-month period preceding Customer's 18th invoice, and fourth, for the consecutive 23-month period preceding Customer's 24th invoice. Subject to 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 6th 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.

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Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121

011 COMMUNICATIONSSM

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SECTION 7 - 011 COMMUNICATIONSSM 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 to the 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 11th, 17th, and 23rd 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.

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

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

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Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121

SECTION 7 - 011 COMMUNICATIONSSM 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.

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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).

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Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121

011 COMMUNICATIONSSM

SECTION 7 - 011 COMMUNICATIONSSM 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.

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Long Distance Tariff P.U.C.O No. 1

Second Revised Page No. 62

Cancels First Revised Page No. 62

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:

(D) | (D)

1. Classic Q Rate Plan

The following rate is Company's basic rate, available to all customers whose monthly intrastate usage does not exceed \$20.00.

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

2. Classic 2 Rate Plan

Except as providee in D.10.a, following, Classic 2 rates are provided to Customers whose minimum monthly intrastate usage is over \$20.00 at the following rates:

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

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Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121

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

D. INETBA Service Rates (Cont'd)

3. Classic 1 Rate Plan

Except as provided in Section D.10.b, following, Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over \$35.00 at the following rates:

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

4. Classic U/Universal Rate Plan

Except as provided in Section D.10.b, following, Classic U/Universal rates are provided to customers whose minimum monthly intrastate usage is over \$50.00 at the following rates:

(T)

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

(R)

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Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

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

INETBA Service Rates (Cont'd) D.

Prime 2 Rate Plan 5.

Except as provided in Section D.10.b, following, Prime 2 rates are provided to customers whose minimum monthly intrastate usage is over \$60.00 at the following rates:

Call Unit Charges In Equivalent Call Incremental Call Time Minimum Cents Per Minute or Unit Call Unit Unit (Each Add'l 6 Period (Non-Usage seconds) **CPM** (1st 18 seconds) Charge for Usage Increments) \$0.0099 \$0.099 \$0.0099 \$0.0297 Peak/Business Day

(R) \$0.0099 \$0.0099 \$0.099 \$0.0297

Prime 1 Rate Plan 6.

Off-Peak/ Non-Business Day

> Except as provided in Section D.10.b, following, Prime 1 rates are provided to customers whose minimum monthly intrastate usage is over \$70.00 at the following rates:

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

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Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121

Case No. 99-559-TP-ACE

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Cancels Original Page No. 65

INTERNET BUSINESS ASSOCIATION

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

D. INETBA Service Rates (Cont'd)

7. Super U/Super 1 Rate Plan

Super U/Super 1 rates are not available to Customers electing to receive service under Company's offering under Section 3.B. Except as provided in Section D.10.b, following, Super U/Super 1 rates are provided to Customers whose minimum monthly intrastate usage is in excess of \$80.00 at the following rates.

Equivalent Call Time Minimum Incremental Call Call Unit Charges In Unit (Each Add'l 6 Call Unit Cents Per Minute or Unit Period CPM (Non-Usage (1st 18 seconds) seconds) Charge for Usage Increments) \$0.079 \$0.0079 \$0.0079 \$0.0237 Peak/Business Day (R) \$0.0079 Off-Peak/ \$0.0237 \$0.0079 \$0.079 Non-Business Day

> 8. Super 2 Rate Plan

> > Super 2 rates are not available to Customers electing to receive service under Company's offering under Section 3.B. Except as provided in Section D.10.b, following, Super 2 rates are provided to Customers whose minimum monthly intrastate usage is in excess of \$90.00 at the following rates.

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

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Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121

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INTERNET BUSINESS ASSOCIATION

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

- D. INETBA Service Rates (Cont'd)
 - 10. Rate Plan Adjustments for Non-Calling Plan Customers
 - D.10.(a) Subject to 8.I.8 following, the off-peak/ non-business rates in D.2 preceding for Classic 2 customers, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 10, 2000, the off-peak/ non-business rates for each such Freedom Plan shall be uniformly rated at the Classic Q rates as set forth in D.1 preceding.
 - D.10.(b) The off-peak/non-business rates in D.3, D.4, D.5, D.6, D.7 and D.8 preceding for customers in service on or before October 10, 2000, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not changed during the four service periods prior to October 10, 2000, shall be rated pursuant to the Classic 2 peak rates as set forth in D.2 preceding.

E. Rates for Calling Cards

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

	Minimum Call Unit	Incremental	СРМ	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	СРМ	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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Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121

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 Super 2 Rate Plan contains Carrier's lowest offered rates and Rate Category VIII for the Classic Q Rate Plan contains Carrier's top rates.

Table 1

Rate Plan	Rate Category
Classic Q	vm
Classic 2	VII
Classic 1	VI
Classic U/Universal	V
Prime 2	IV
Prime 1	III
Super U/Super 1	п
Super 2	I

1. Any custmer in service on or after October 10, 2000, whose service is nt part of an unexpired term plan or rate guarantee and which is not subject to treatment procedures, and whose rates have not changed during the three service periods prior to October 10, 2000, shall have its rates adjusted to the next higher applicable Rate Category.

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All Material On This Page Is New.

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

- I. Customer Advantage Plans ("CAPs") (Cont'd)
 - 4. Customer "Thanks for Taking the Time" Advantage Plans
 - (a) "Thanks for Taking the Time" 1 ("TTT-1") Advantage Plan

On and after 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	Monthly Usage Volume		
\$25.00	0 - \$49.99		
\$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, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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All Material On This Page Is New.

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

I. Customer Advantage Plans ("CAPs") (Cont'd)

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

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" service promotion.

(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.

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

- I. Customer Advantage Plans ("CAPs") (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

(T)

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" service promotion.

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

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

(b) Rates. The rates for calls using the Company's TTT 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

@ 60 seconds or Fraction

\$0.171

Incremental Call Unit Value

@ 60 seconds or Fraction

\$0.171

(c) Availability. Company's TTT 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.

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INTERNET BUSINESS ASSOCIATION

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

- Customer Advantage Plans ("CAPs") (Cont'd) I.
 - 4. Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)
 - "Thanks for Taking the Time" 2 ("TTT-2") Advantage Plan 4.1

(T)

- (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.
- Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in Section I.1(a) preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in A. preceding.

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

INTERNET BUSINESS ASSOCIATION

Customer Advantage Plans ("CAPs") (Cont'd) I.

Customer S&W Prepaid Advantage Plan 5.

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.

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

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

Rates. The rates for calls using the Company's S&W Card are time of day (a) 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

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

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INTERNET BUSINESS ASSOCIATION

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

- I. Customer Advantage Plans ("CAPs") (Cont'd)
 - 5. Customer S&W Prepaid Advantage Plan (Cont'd)
 - (c) Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any Customer which has received an S&W Card prior to the sunset date or Company's discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline).
 - (d) Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section I.5.(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.

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

I. Customer Advantage Plans ("CAPs") (Cont'd)

7. Customer "Welcome Aboard" Advantage Plan

For new Customers who meet the eligibility requirements of Section 8.I.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.

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

Customers whose rates are adjusted pursuant to 8.D.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 8.D.10.

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SECTION 9 - INETBA "E-Service" (Cont'd)

B. INETBA E-Service Rates

Subject to 9.B.10, the following INETBA rate plans for interLATA and intraLATA 1+ and toll free access service are offered.

(C)

1. Classic Q Rate Plan

The following rate is Company's basic rate, available to all customers whose monthly intrastate usage does not exceed \$25.00.

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

2. Classic 2 Rate Plan

Except as provided in Section B.10.a following, Classic 2 rates are provided to Customers whose minimum monthly intrastate usage is over \$25.00 at the following rates:

(T)

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

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Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

SECTION 9 - INETBA "E-Service" (Cont'd)

B. INETBA E-Service Rates (Cont'd)

3. Classic 1 Rate Plan

Except as provided in Section B.10.b following, Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over \$40.00 at the following rates:

(T)

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

(R)

4. Classic U/Universal Rate Plan

Except as provided in Section B.10.b following, Classic U/Universal rates are provided to customers whose minimum monthly intrastate usage is over \$55.00 at the following rates:

(T)

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

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Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121

SECTION 9 - INETBA "E-Service" (Cont'd)

B. INETBA E-Service Rates (Cont'd)

5. Prime 2 Rate Plan

Except as provided in Section B.10.b following, Prime 2 rates are provided to customers whose minimum monthly intrastate usage is over \$65.00 at the following rates:

(T)

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

6. Prime 1 Rate Plan

Except as provided in Section B.10.b following, Prime 1 rates are provided to customers whose minimum monthly intrastate usage is over \$75.00 at the following rates:

(T)

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

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Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121

SECTION 9 - INETBA "E-Service" (Cont'd)

B. INETBA E-Service Rates (Cont'd)

7. Super U/Super 1 Rate Plan

Super U/Super 1 rates are not available to Customers electing to receive service under Company's offering under Section 3.B. Except as provided in Section B.10.b following, Super U/Super 1 rates are provided to Customers whose minimum monthly intrastate usage is in excess of \$85.00 at the following rates.

(T)

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM	Equivalent Call Unit (Non-Usage Charge for Usage Increments)	
Peak/Business Day	\$0.0237	\$0.0079	\$0.079	\$0.0079	
Off-Peak/ Non-Business Day	\$0.0237	\$0.0079	\$0.079	\$0.0079	(R)

8. Super 2 Rate Plan

Super 2 rates are not available to Customers electing to receive service under Company's offering under Section 3.B. Except as provided in Section B.10.b following, Super 2 rates are provided to Customers whose minimum monthly intrastate usage is in excess of \$95.00 at the following rates.

(T)

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

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Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121

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SECTION 9 - INETBA "E-Service" (Cont'd)

B. INETBA E-Service Rates (Cont'd)

10. Rate Plan Adjustments for Non-Calling Plan Customers

- 9.10.(a) Subject to 9.J.2 following, the off-peak/ non-business rates in 9.B.2 preceding for Classic 2 customers, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 10, 2000, the off-peak/ non-business rates for each such Freedom Plan shall be rated pursuant to the Classic Q rates as set forth in 9.B.1 preceding.
- 9.10.(b) The off-peak/non-business rates in 9.Be, 9.B.4, 9.B.5, 9.B.6, 9.B.7, and 9.B.8 preceding for customers in service on or before October 10, 2000, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not changed during the four service periods prior to October 10, 2000, shall be rated pursuant to the Classic 2 peak rates as set forth in 9.B.2 preceding.

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SECTION 9 - INETBA "E-Service" (Cont'd)

D. INETBA E-Service - Graduated Rate Categories

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

Table 1

Rate Plan	Rate Category
Classic Q	VIII
Classic 2	VII
Classic 1	VI
Classic U/Universal	V
Prime 2	IV
Prime 1	ш
Super U/Super 1	П
Super 2	I

1. Any custOmer in service on or after October 10, 2000, whose service is not part of an unexpired term plan or rate guarantee and which is not subject to treatment procedures, and whose rates have not changed during the three service periods prior to October 10, 2000, shall have its rates adjusted to the next higher applicable Rate Category.



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SECTION 9 - INETBA "E-Service" (Cont'd)

INETBA E-Service Customer Advantage Plans (Cont'd) J.

Customer Advantage Plan XII - S&W Prepaid Plan 1.

On and after October 4, 2000, any customer which qualifies as a "save" or "winback" customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the "saved" or "wonback" Customer's immediately preceding full month's (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis.

(C)

(C)

Table

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

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

Rates. The rates for calls using the Company's S&W Card are time of day (a) 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

Availability. Company's S&W Card service promotion is available on and after (b) October 4, 2000 until February 4, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

(C)

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Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121

SECTION 9 - INETBA "E-Service" (Cont'd)

J. INETBA E-Service Customer Advantage Plans (Cont'd)

1. Customer Advantage Plan XII - S&W Prepaid Plan

- (c) Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any Customerwhich 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 J.1(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.

2. Save/Winback Off-Peal/Non-Business Day Adjustments.

Customers whose rates are adjusted purusant to 9.B.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 purusant to 9.B.10.

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iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

SECTION 10 - ¡VANTAGE NETWORK SOLUTIONS-INTERSTATE OFFERINGS (Cont'd)

A. iVANTAGE NETWORK SOLUTIONS (Cont'd)

a. All iVANTAGE NETWORK SOLUTIONS offerings (1+, toll free access and calling card) are billed in standard call duration increments featuring a Minimum Call Unit of 18 seconds and Incremental Call Units of 6 seconds which are rounded to the next highest full billing increment of 18 or 6 seconds as applicable, and Equivalent Call Units (ECUs) covering non-transport costs.

(C)

- b. To be eligible for iVANTAGE NETWORK SOLUTIONS, a customer must not have had its account with any carrier canceled for nonpayment of charges, must not have a history of late payment of charges at any time during the 12-month period preceding customer's service commencement date with Company, and must have originated and terminated usage within this state within the 30-day period preceding customer's service commencement date with Company.
- c. iVANTAGE NETWORK SOLUTIONS Terms and Conditions

Each term and condition of this Section 10 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.

d. iVANTAGE NETWORK SOLUTIONS Rate Guarantee

For a Customer who maintains eligibility for and receives service under the iVANTAGE NETWORK SOLUTIONS, the rates are guaranteed for the same number of invoices, i.e., 12 invoices, as the number of invoices guaranteed under Company's iVANTAGE NETWORK SOLUTIONS for interstate calls as provided in Company's Tariff F.C.C. No. 4. Calling card services are not eligible for this rate guarantee.

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Case No. 99-559-TP-ACE

Third Revised Page No. 104

Cancels Second Revised Page No. 104

iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

SECTION 10 - iVANTAGE NETWORK SOLUTIONS-INTERSTATE OFFERINGS (Cont'd)

B. iVANTAGE NETWORK SOLUTIONS Rates

The iVANTAGE Network Solutions plan rates are as follows:

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1. Classic Q Rate Plan

The following rate is Company's basic rate, available to all customers whose monthly intrastate usage does not exceed \$30.00.

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Equivalent Call Unit (or Fraction)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0411	\$0.0137	\$0.0137	\$0.137
Off-Peak/ Non-Business Day	\$0.0411	\$0.0137	\$0.0137	\$0.137

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2. Classic 2 Rate Plan

Except as provided in 10.B.9.(a), following, Classic 2 rates are provided to Customers whose minimum monthly intrastate usage is over \$30.00 at the following rates:

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Equivalent Call Unit (or Fraction)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0387	\$0.0129	\$0.0129	\$0.129
Off-Peak/ Non-Business Day	\$0.0387	\$0.0129	\$0.0129	\$0.129

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Case No. 99-559-TP-ACE

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iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

SECTION 10 - iVANTAGE NETWORK SOLUTIONS-INTERSTATE OFFERINGS (Cont'd)

iVANTAGE NETWORK SOLUTIONS Rates (Cont'd) B.

3. Classic 1 Rate Plan

Non-Business Day

Except as provided in 10.B.9.(b), following, Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over \$45.00 at the following rates:

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Equivalent Call Unit or Fraction	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0357	\$0.0119	\$0.0119	\$0.119
Off-Peak/	\$0.0357	\$0.0119	\$0.0119	\$0.119

4. Classic U/Universal Rate Plan

> Except as provided in 10.B.9.(b), following, Classic U/Universal rates are provided to customers whose minimum monthly intrastate usage is over \$60.00 at the following rates:

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Equivalent Call Unit or Fraction	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0327	\$0.0109	\$0.0109	\$0.109
Off-Peak/ Non-Business Day	\$0.0327	\$0.0109	\$0.0109	\$0.109

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Case No. 99-559-TP-ACE

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iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

SECTION 10 - iVANTAGE NETWORK SOLUTIONS-INTERSTATE OFFERINGS (Cont'd)

B. iVANTAGE NETWORK SOLUTIONS Rates (Cont'd)

5. Prime 2 Rate Plan

Except as provided in 10.B.9.(b), following, Prime 2 rates are provided to customers whose minimum monthly intrastate usage is over \$70.00 at the following rates:

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Equivalent Call Unit (or Fraction)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0297	\$0.0099	\$0.0099	\$0.099
Off-Peak/ Non-Business Day	\$0.0297	\$0.0099	\$0.0099	\$0.099

6. Prime 1 Rate Plan

Except as provided in 10.B.9.(b), following, Prime 1 rates are provided to customers whose minimum monthly intrastate usage is over \$80.00 at the following rates:

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Equivalent Call Unit (or Fraction)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0267	\$0.0089	\$0.0089	\$0.089
Off-Peak/ Non-Business Day	\$0.0267	\$0.0089	\$0.0089	\$0.089

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Case No. 99-559-TP-ACE

iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

SECTION 10 - iVANTAGE NETWORK SOLUTIONS-INTERSTATE OFFERINGS (Cont'd)

B. iVANTAGE NETWORK SOLUTIONS Rates (Cont'd)

7. Super U/Super 1 Rate Plan

Super U/Super 1 rates are not available to Customers electing to receive service under Company's offering under Section 3.B. Except as provided in 10.B.9.(b), following, Super U/Super 1 rates are provided to Customers whose minimum monthly intrastate usage is in excess of \$90.00 at the following rates.

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Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Equivalent Call Unit (or Fraction)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0237	\$0.0079	\$0.0079	\$0.079
Off-Peak/ Non-Business Day	\$0.0237	\$0.0079	\$0.0079	\$0.079

(N) | | | | | |(R) | (N)

8. Super 2 Rate Plan

Super 2 rates are not available to Customers electing to receive service under Company's offering under Section 3.B. Except as provided in 10.B.9.(b), following, Super 2 rates are provided to Customers whose minimum monthly intrastate usage is in excess of \$100.00 at the following rates

(T)

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Equivalent Call Unit (or Fraction)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0207	\$0.0069	\$0.0069	\$0.069
Off-Peak/ Non-Business Day	\$0.0207	\$0.0069	\$0.0069	\$0.069

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Case No. 99-559-TP-ACE

iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

SECTION 10 - iVANTAGE NETWORK SOLUTIONS-INTERSTATE OFFERINGS (Cont'd)

B. iVANTAGE NETWORK SOLUTIONS Rates (Cont'd)

9. Rate Plan Adjustments for Non-Calling Plan Customers

10.B.9.(a) Subject to 10.B.11 following, the off-peak/ non-business rates in 10.B.2 preceding for Classic 2 customers, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 10, 2000, the off-peak/ non-business rates for each such Freedom Plan shall be rated pursuant to the Classic Q rates as set forth in 10.B.1 preceding.

The off-peak/non-business rates in 10.B.3, 10.B.4, 10.B.5, 10.B.6, 10.B.7, and 10.B.8 preceding for customers in service on or before October 10, 2000, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not changed during the four service periods prior to October 10, 2000, shall be rated pursuant to the Classic 2 peak rates as set forth in 10.B.2 preceding.

 Minimum/Maximum Rates - The following Minimum and Maximum Rates are applicable to the services described in Sections B.1 through B.8 preceding.

a. Minimum Rates

10.B.9.(b)

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.006	\$0.002	\$0.02
Off-Peak/ Non-Business Day	\$0.006	\$0.002	\$0.02

b. Maximum Rates

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.21	\$0.07	\$0.7
Off-Peak/ Non-Business Day	\$0.21	\$0.07	\$0.7

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

Customers whose rates are adjusted pursuant to 10.B.9 preceding and who then qualify as a "save" or "winback" customer are eligible to be rerated to the off-peak rate prior to any applicable adjustment made pursuant to 10.B.9.

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ISSUED: October 6, 2000 Case No. 99-559-TP-ACE

Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121 (N) |

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IVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

SECTION 10 - iVANTAGE NETWORK SOLUTIONS-INTERSTATE OFFERINGS (Cont'd)

C. iVANTAGE NETWORK SOLUTIONS Rates for Calling Cards. Rates for calling card calls which are not associated with other services are time of day sensitive.

	Minimum Call Unit	Incremental	Equivalent Call Unit (or Fraction)	CPM
Minimum	\$0.0459	\$0.0153	\$0.0153	\$0.153
Maximum	\$0.07	\$0.0233	\$0.0233	\$0.233
Business Day	\$0.0513	\$0.0171	\$0.0171	\$0.171
Non-Business Day	\$0.0459	\$0.0153	\$0.0153	\$0.153

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(N)

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Case No. 99-559-TP-ACE

IVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

SECTION 10 - iVANTAGE NETWORK SOLUTIONS -INTERSTATE OFFERINGS (Cont'd)

D. iVANTAGE NETWORK SOLUTIONS - Graduated Rate Categories

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

Table 1

Rate Plan	Rate Category
Classic Q	VIII
Classic 2	VII
Classic 1	VI
Classic U/Universal	V
Prime 2	IV
Prime 1	III .
Super U/Super 1	п
Super 2	I

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

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Case No. 99-559-TP-ACE

Long Distance Tariff P.U.C.O No. 1 Second Revised Page No. 124 Cancels First Revised Page No. 124

iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

SECTION 10 - IVANTAGE NETWORK SOLUTIONS-INTERSTATE OFFERINGS (Cont'd)

(T) Customer Advantage Plan X - "Thanks for Taking the Time" Offering - 1 G. (C) Any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's (T) "Thanks for Taking the Time" ("TTT-1") service offering. (T) Card Denominations. Under this offering, Company's debit card is available in \$25, \$50, and 1. \$150 denominations based on the end user's monthly volume of usage. Monthly Usage Volume Denomination \$25.00 0 - \$49.99 \$50.00 \$50.00 - \$149.99 \$150.00 - \$249.99 \$150.00 Rates. The rates for calls using the Company's TTT-1 service are time of day insensitive; 2. (C) decremented in sixty (60) second increments based on a minimum call unit of 60 seconds, with (C) incremental call units rounded to the next whole 60 second increment. Minimum Call Unit Value Incremental Call Unit Value @ 60 seconds or Fraction @ 60 seconds or Fraction \$0.171 \$0.171 (C) Availability. Company's TTT-1 service offering may be terminated in the sole and exclusive 3. (C) discretion of Company.

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Case No. 99-559-TP-ACE

Long Distance Tariff P.U.C.O No. 1

Second Revised Page No. 125

Cancels First Revised Page No. 125

IVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

SECTION 10 - iVANTAGE NETWORK SOLUTIONS-INTERSTATE OFFERINGS (Cont'd)

- G. Customer Advantage Plan X "Thanks for Taking the Time" Offering 1 (Cont'd)
- (C) (C)

(T)

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

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Case No. 99-559-TP-ACE

IVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

SECTION 10 - iVANTAGE NETWORK SOLUTIONS-INTERSTATE OFFERINGS (Cont'd)

Customer Advantage Plan XI - "Thanks for Taking the Time" Offering -2 ("TTT-2") (T) H. (C) Any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-2") service offering. (T) Card Denominations. Under this offering, a Company debit card is available in a single \$250 (T) 1. denomination based on the end user's monthly volume of usage. Denomination Monthly Usage Volume \$250.00+ \$250.00 Rates. The rates for calls using the Company's TTT-2 service are time of day insensitive; 2. decremented in sixty (60) second increments based on a minimum call unit of 60 seconds, with (C) incremental call units rounded to the next whole 60 second increment. (C) Minimum Call Unit Value Incremental Call Unit Value @ 60 seconds or Fraction @ 60 seconds or Fraction \$0.171 \$0.171 (C) Availability. Company's TTT-2 service offering may be terminated in the sole and exclusive 3. (C) discretion of Company.

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Case No. 99-559-TP-ACE

Long Distance Tariff P.U.C.O No. 1

Second Revised Page No. 127

Cancels First Revised Page No. 127

iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

SECTION 10 - iVANTAGE NETWORK SOLUTIONS-INTERSTATE OFFERINGS (Cont'd)

H. Customer Advantage Plan XI - "Thanks for Taking the Time" Offering - 2 ("TTT-2") (Cont'd)

(T)

4. Limitations. Should Company withdraw and/or terminate this offering any Customer which has received a TTT-2 Card prior to the termination date or Company's discretionary withdrawal of the TTT-2 Card offering shall receive service until its TTT Card calling capacity is exhausted by use or specified usage deadline. Each TTT-2 Card expires one (1) year from date of activation.

(C) | (C)

5. Second Card Availability. A second TTT-2 Card in the same denomination listed in section G.2. preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 10.A preceding.

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Case No. 99-559-TP-ACE

iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

All Material On This Page Is New.

SECTION 10 - iVANTAGE NETWORK SOLUTIONS-INTERSTATE OFFERINGS (Cont'd)

I. Customer Advantage Plan XII - S&W Prepaid Plan

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

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

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

1. Rates. The rates for calls using the Company's S&W Card are time of day insensitive; decremented in sixty (60) second increments with a minimum call unit of 60 seconds, with incremental call units 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

2. Availability. Company's S&W Card service offering may be terminated in the sole and exclusive discretion of Company.

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Case No. 99-559-TP-ACE

iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

All Material On This Page Is New.

SECTION 10 - iVANTAGE NETWORK SOLUTIONS-INTERSTATE OFFERINGS (Cont'd)

- I. Customer Advantage Plan XII S&W Prepaid Plan (Cont'd)
 - 3. Limitations. Company reserves the right to withdraw and/or terminate this plan at any time, provided that any Customer which has received an S&W Card prior to the termination date or Company's discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline).
 - 4. Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section 10.I preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 10.A preceding.

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Long Distance Tariff P.U.C.O No. 1

Second Revised Page No. 128

Cancels First Revised Page No. 128

iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

SECTION 10 - iVANTAGE NETWORK SOLUTIONS-INTERSTATE OFFERINGS (Cont'd)

J. iVANTAGE NETWORK SOLUTIONS - Miscellaneous Charges

(T)

- 1. Directory Assistance Charge
- \$0.95/per call
- 2. Toll Free Access Service (TFAS) Miscellaneous Charges
 - a. Account Charge

Each Toll Free Access Service Customer shall pay the monthly account charge, following:

Account Charge:

\$15.00 Per Account, Per Month

b. Directory Listing Charge

Each Toll Free Access Service Customer having its toll free number listed in any national, regional, or local directory of toll free access numbers shall pay the monthly listing charge, following:

Directory Listing Charge: \$15.00 Per Number, Per Month

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Case No. 99-559-TP-ACE

Second Revised Page No. 129

Cancels First Revised Page No. 129

IVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

SECTION 10 - iVANTAGE NETWORK SOLUTIONS-INTERSTATE OFFERINGS (Cont'd)

J. iVANTAGE NETWORK SOLUTIONS - Miscellaneous Charges (Cont'd)

(T)

3. Remote Access Surcharge

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

Per Call

\$0.35

4. Waiver of Charges

A Miscellaneous charge or charges will be waived upon request whenever application of such charge or charges increases a customer's total charges for service above the charges such customer has been offered or has available for the same service from a competing carrier. Company may require documentation or other credible evidence useful in verifying the competitive offering and are subject to the net revenue test as defined by the FCC. Nothing herein shall be construed to require Company to waive any charge if in Company's sole and exclusive discretion, such waiver conflicts or may conflict with law or regulation. Waivers will be granted to customers similarly situated. A customer is similarly situated if the circumstances of that customer are substantially and materially like those which justified the waiver in the first instance.

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Case No. 99-559-TP-ACE