Public Service Commission of South Carolina
Tariff Summary Sheet as of October 19, 2009

NOS Communications, Inc.

Tariff Service: Long Distance

This document is the complete version of the tariff on file and contains the following approved revisions. Detailed information is available for each revision on the Commission's E Tariff website (http://etariff.psc.sc.gov).

Revision	Date Filed	Effective Date	# of Pages
E2009-359	10/14/09	10/19/09	9
Summary: This revision institutes a rate increase for certain select customers who are not subject to an unexpired term plan or usage rate guarantee.			

October 14, 2009

ELECTRONICALLY FILED

South Carolina Public Service Commission
Attention: Tariff Division
Saluda Building
101 Executive Center Drive
Suite 100
Columbia, South Carolina 29210

Re: NOS Communications, Inc. Revisions to its South Carolina Tariff No. 2

Dear Madam or Sir:

On behalf of NOS Communications, Inc. ("NOS"), we hereby submit an original and four (4) copies of revisions to its South Carolina Tariff No. 2. These revisions are filed pursuant to NOS's Alternative Regulatory Authority, and are issued on October 14, 2009, to be effective on October 15, 2009. This material consists of tariff pages as indicated on the following check sheets:

SOUTH CAROLINA TARIFF NO. 2 – Seventy Eighth Revised Page 2
Forty Eighth Revised Page 2.1
Thirty Fourth Revised Page 2.2

This revision institutes a rate increase for certain select customers who are not subject to an unexpired term plan or usage rate guarantee.

Should there be any questions with respect to this matter, please contact me at (702) 547-8486 or e-mail me at jrenneker@nos.com.

Respectfully submitted,

Jessica Renneker
Director of Regulatory Affairs

TITLE SHEET

SOUTH CAROLINA

INTEREXCHANGE TELECOMMUNICATIONS

TARIFF

OF

NOS COMMUNICATIONS, INC.

d/b/a 011 Communications (N)
d/b/a International Plus |
d/b/a Internet Business Association (INETBA) |
d/b/a iVantage Network Solutions |
d/b/a Blueridge Telecom Systems (N)

This tariff, filed with the South Carolina Public Service Commission contains the rates, terms and conditions applicable to the telecommunications services provided by NOS Communications, Inc.("NOS")within the state of South Carolina.

Section 9 of this tariff contains the telecommunications services offered by NOS Communications, Inc. doing business as 011 Communications within the State of South Carolina.

Section 10 of this tariff contains the telecommunications services offered by NOS Communications, Inc. doing business as International Plus within the State of South Carolina.

Sections 11 and 12 of this tariff contain the telecommunications services offered by NOS Communications, Inc. doing business as INETBA and The Internet Business Association within the State of South Carolina.

Section 13 of this tariff contains the telecommunications services offered by NOS Communications, Inc. doing business as iVANTAGE NETWORK SOLUTIONS within the State of South Carolina.

The Company also offers services under the trade name, Blueridge Telescom Systems. Services (N)
offered under the trade name Blueridge Telescom Systems are subject to the rates, services, and |
conditions of Section 13 of this tariff. (N)

CHECK SHEET

Sheets 1 through 129, inclusive of this tariff are effective as of the date shown at the top of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the effective date at the top of this sheet.

SHEET	REVISION LEVEL	SHEET	REVISION LEVEL	SHEET	REVISION LEVEL
1	Second Revised	23.4	First Revised	35.7	Third Revised
2	Seventy Eighth Revised*	23.5	First Revised	35.8	Third Revised
2.1	Forty Eighth Revised*	23.6	First Revised	35.8.1	Second Revised
2.2	Thirty Fourth Revised*	23.7	First Revised	35.8.2	Second Revised
3	Twelfth Revised	23.8	First Revised	35.9	Second Revised
4	Original	23.9	First Revised	35.10	Second Revised
5	First Revised	23.10	First Revised	35.11	Second Revised
6	Original	24	Fourth Revised	35.12	Second Revised
7	Second Revised	24.0	First Revised	35.13	Second Revised
7.1	Original	24.1	Third Revised	35.14	Third Revised
8	Fourth Revised	24.2	Third Revised	35.15	Second Revised
9	Third Revised	24.3	Second Revised	35.16	Second Revised
10	Original	24.4	Second Revised	35.17	Fifth Revised
11	First Revised	24.5	Second Revised	35.18	Original
11.1	Original	24.6	Second Revised	36	Nineteenth Revised*
11.2	Original	24.7	Second Revised	37	Eighth Revised
11.3	Original	25	Thirty Fourth Revised*	37.1	Sixth Revised
12	Second Revised	26	Second Revised	37.2	Sixth Revised
13	Original	26.1	First Revised	37.3	Seventh Revised
14	First Revised	27	Original	37.4	Second Revised
15	First Revised	28	Original	37.5	Second Revised
16	First Revised	29	First Revised	37.6	Third Revised
17	First Revised	30	First Revised	38	Sixth Revised
17.1	Original	31	Second Revised	38.1	Eleventh Revised
17.2	Original	32	First Revised	39	Third Revised
17.3	Original	33	Second Revised	40	Second Revised
17.4	Original	33.1	First Revised	41	Third Revised
17.5	Original	33.2	Eleventh Revised	42	Second Revised
17.6	Original	33.2.1	Fourth Revised	43	Third Revised
17.6.1	Original	33.3	Eighth Revised	44	Second Revised
17.6.2	Original	33.3.1	Ninth Revised	44.1	Third Revised
17.7	Original	33.3.2	Fourth Revised	44.1.1	First Revised
17.8	Original	33.3.3	Original	44.1.2	Original
17.9	Original	33.3.4	Original	44.1.3	Original
17.10	First Revised	33.3.5	First Revised	44.1.4	Original
18	Second Revised	33.3.6	Original	44.1.5	Original
19	Second Revised	33.4	Original	44.2	Original
20	Second Revised	34	Eighth Revised	45	Original
21	First Revised	35	Fourth Revised	46	Original
22	Third Revised	35.1	Fifth Revised	47	First Revised
22.1	Second Revised	35.2	Second Revised	47.1	Second Revised
23	Fifth Revised	35.3	Second Revised	47.2	Second Revised
23.1	Fourth Revised	35.4	Second Revised		
23.2	First Revised	35.5	Second Revised		
23.3	First Revised	35.6	Third Revised		

* Denotes pages included with this filing

CHECK SHEET (Cont'd)

SHEET	REVISION LEVEL	SHEET	REVISION LEVEL	SHEET	REVISION LEVEL
47.2.1	First Revised	49.6	First Revised	56.23	Original
47.2.2	Original	49.7	Second Revised	56.24	Original
47.2.3	Second Revised	49.8	First Revised	56.25	Original
47.2.4	Original	49.9	First Revised	56.26	Original
47.3	First Revised	49.10	First Revised	56.27	Original
47.4	First Revised	50	Third Revised	56.28	Original
47.5	Original	50.1	Fourth Revised	57	First Revised
47.6	Original	50.2	First Revised	58	Second Revised
47.7	Original	50.3	First Revised	58.1	Original
47.8	Original	50.4	First Revised	59	Seventh Revised
47.9	Original	50.5	First Revised	60	Fourth Revised
47.10	Original	50.6	First Revised	61	Fourth Revised
47.11	First Revised	50.7	First Revised	62	Fifth Revised
47.12	Original	51	Third Revised	62.1	Ninth Revised
47.13	Original	52	Third Revised	62.1.1	Original
47.14	Original	53	Third Revised	62.2	Original
47.15	First Revised	54	Fourth Revised	62.3	Original
47.16	First Revised	55	Fifth Revised	62.4	First Revised
47.17	Original	55.1	First Revised	62.5	Original
47.18	Second Revised	55.2	First Revised	63	Twenty Eighth Revised*
47.19	First Revised	55.3	Second Revised	64	Original
47.19.1	Original	56	Third Revised	65	Original
47.19.2	Original	56.1	Original	66	First Revised
47.19.3	First Revised	56.2	Original	67	First Revised
47.20	First Revised	56.3	Second Revised	68	First Revised
47.21	First Revised	56.4	Second Revised	69	Original
47.22	First Revised	56.5	Original	70	Original
47.23	Original	56.6	Fourteenth Revised*	71	Original
47.24	Original	56.7	Original	72	Original
47.25	Second Revised	56.8	Original		
47.26	Original	56.9	Original		
47.27	Original	56.10	Original		
48	Fourth Revised	56.11	Original		
49	Seventh Revised	56.12	Original		
49.1	Fifth Revised	56.13	Original		
49.1.1	Third Revised	56.14	Original		
49.1.2	Original	56.15	Original		
49.1.3	First Revised	56.16	Original		
49.1.4	Original	56.17	Original		
49.1.5	Original	56.18	Original		
49.2	Fourth Revised	56.19	Original		
49.3	Fourth Revised	56.20	Original		
49.4	First Revised	56.21	Original		
49.5	First Revised	56.22	Original		

* Denotes pages included with this filing

CHECK SHEET (Cont'd)

SHEET	REVISION LEVEL	SHEET	REVISION LEVEL	SHEET	REVISION LEVEL
73	Original	89	First Revised	115	Second Revised
73.1	Original	90	First Revised	116	First Revised
73.2	First Revised	91	Original	117	First Revised
73.3	First Revised	92	Original	118	First Revised
73.4	First Revised	93	Original	119	First Revised
73.4.1	Original	94	Original	120	Second Revised
73.4.2	Original	95	Original	121	Second Revised
73.5	First Revised	95.1	Original	122	Second Revised
73.6	First Revised	95.2	Original	123	Second Revised
73.7	First Revised	95.3	Original	123.1	Third Revised
73.8	First Revised	95.4	Original	123.2	Third Revised
73.9	First Revised	95.5	First Revised	123.3	Sixth Revised
73.10	First Revised	95.6	First Revised	123.4	Second Revised
73.11	Original	95.7	Fourth Revised	124	Third Revised
73.12	Original	95.8	First Revised	124.1	First Revised
73.13	Second Revised	96	Third Revised	124.2	Original
73.14	First Revised	96.1	First Revised	125	Second Revised
73.15	Original	96.2	Original	126	Second Revised
73.16	Original	97	First Revised	127	Original
73.17	Original	98	First Revised	128	Original
73.18	Original	98.0	Original	129	Original
74	Original	98.1	Original		
75	Original	98.2	Original		
76	First Revised	99	First Revised		
77	Sixth Revised	100	First Revised		
78	Third Revised	101	Third Revised		
79	Third Revised	101.1	Original		
79.1	Fifth Revised	102	Seventh Revised		
79.2	Original	103	Fifth Revised		
80	Fourth Revised	104	Ninth Revised		
81	Original	104.1	Original		
82	Thirteenth Revised	105	Sixth Revised		
83	Original	106	Second Revised		
84	Original	107	Twenty Seventh Revised*		
85	First Revised	108	First Revised		
86	First Revised	109	First Revised		
87	First Revised	110	Second Revised		
88	First Revised	111	Second Revised		
		112	Second Revised		
		113	Second Revised		
		114	Second Revise		

* Denotes pages included with this filing

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SYMBOLS

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

C _ Changed regulation.

D _ Delete or discontinue.

I _ Change Resulting in an increase to a Customer's bill.

M _ Moved from another tariff location. (N)

N _ New

R _ Change resulting in a reduction to a Customer's bill.

T _ Change in text or regulation.

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

_____ None

Application of Tariff

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service by NOS Communications, Inc., within the state of South Carolina.

TARIFF FORMAT

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

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

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

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

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

SECTION 1 _ TECHNICAL TERMS AND ABBREVIATIONS

Access Line _ An arrangement which connects the Customer's telephone to the Company's designated switching center or point of presence.

Authorized User _ A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service.

Bill Second - One-sixieth of a minute.

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

Call Duration Charges - Company's charges for the time duration of a call determined by adding the charges tariffed for Minimum and Incremental Call Units only, excluding charges for non-transport (non-usage) charges (see Equivalent Call Unit definition, below). The total of Minimum and Incremental Call Units equal total call duration (time). (N)

Call Unit (CU) - The basic unit by which calls are rated based on a uniform mathematical factor of 6, that is, for purposes of calculating call charges for recovery of Company's transport and non-transport costs, a call unit is uniform at 6 subject to minimum values at 18, 30, and 60 as specified in this tariff. There are four types of call units - Minimum (MCU), Incremental (ICU), Equivalent (ECU), and Total (TCU), as defined herein. (N)

Cents Per Minute (CPM) - The term and acronym of reference used to identify Company's charges for minimum and incremental call duration, that is, those charges associated only with Minimum and Incremental Call Unit(s), in any rate plan and/or promotion which excludes, exempts, or waives charges for non-transport (non-usage) charges (see Equivalent Call Unit definition, below). (N) (T)

Cents Per Minute of Usage (CPMU) - The term and acronym of reference used to identify Company's charges for minimum and incremental call duration, that is, those charges associated only with Minimum and Incremental Call Unit(s) whenever a rate plan or promotion also includes non-transport (non-usage) charges (see Equivalent Call Unit definition, below). (T)

(N)

*** Certain Material Formerly Appearing On This Page Now Appears On Original Page 7.1.***

(N)

(T)

(T)

(M)

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

Customer or End User _ The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Company or Carrier _ NOS Communications, Inc. unless otherwise clearly indicated by the context. (M)

Equal Access _ Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers presubscribe their telephone line(s) to their preferred interLATA carrier.

Equivalent Call Unit (ECU) - The Call Unit, expressed in dollars and/or cents or decimal fractions thereof, applied pursuant to this tariff to recover the non-transport (non-usage) costs incurred by Carrier in providing service.

Equivalent Call Unit Value - An Equivalent Call Unit's "value" is equal to the tariffed charge for an Incremental Call Unit in dollars and/or cents or decimal fractions thereof as set forth in this tariff. (M)

M/T

M/T

(N)

*** Material Now Appearing On This Page Formerly Appeared On First Revised Page 7. ***

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

Incremental Call Unit (ICU) - The Call Unit, expressed in dollars and/or cents or decimal fractions thereof, applied pursuant to this tariff to recover the transport (usage) costs of the incremental duration of a call and measured in 6, 30, 60, or other increments of Bill Seconds as specified herein. (T)

LEC _ Local Exchange Carrier. (T)

Minimum Call Unit (MCU) - Minimum Call Unit (MCU) - The Call Unit, expressed in dollars and/or cents or decimal fractions thereof, applied pursuant to this tariff to recover the transport (usage) costs of the initial or minimum duration of a call and measured in 6, 15, 18, 30, 60, or other increments of Bill Seconds as specified herein.

Minimum Period - The minimum period of time for which charges are incurred or to which billing time is rounded to meet the minimum billing period provided in this tariff. (T)

Minute of Use (MOU) - A minute of call usage (transport) measured by the total of applicable Call Units as defined herein. (T)

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

Non-Transport Costs - Company's costs incurred to render service other than the underlying transport of a call and synonymous with "non-usage."

S.C. PSC _ South Carolina Public Service Commission. (T)

Special Access Origination/Termination _ Where access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user. (T)

Switched Access Origination/Termination _ Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC_provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier. (N)

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

Total Call Units (TCU) - The number of applicable Call Units (Minimum (Initial), Incremental, and/or Equivalent) which when added together determine the charges for a call. Total Call Units include one or more Equivalent Call Units and will appear on a Customer's monthly bill expressed in whole numbers and fractionally in tenths (e.g., .1, .4, .9, 1.4, 5.6, etc.). M/T

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

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

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

*** Material Now Appearing On This Page Formerly Appeared On Third Revised Page 8. ***

SECTION 2 _ RULES AND REGULATIONS

2.1 Undertaking of Company

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

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

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

2.2 Limitations

2.2.1 Service is offered in Equal Access areas only.

2.2.2 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

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

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.2 Limitations (Cont'd)

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

2.3 Use

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

(M)

(D)

*** CERTAIN MATERIAL FORMERLY APPEARING ON THIS PAGE NOW APPEARS ON ORIGINAL PAGE 11.1. ***

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.4 Liabilities of the Company

2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the faults in transmission occur. (M) (N)

2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.4 Liabilities of the Company (Cont'd)

2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

2.4.5 When the facilities of other carriers are used in establishing connections, the Company is not liable for any act or omission of the other carrier or carriers.

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

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.4 Liabilities of the Company (Cont'd)

2.4.6 Year 2000 Compliance. Company shall not be liable to any Customer, Authorized User or third party under any law or regulation or any theory of liability, including indemnity, based on claims or because of Company's or its underlying carrier's failure or neglect to have and maintain a system, systems, a network, networks, equipment, facilities or services that are Year 2000 compliant. As the Year 2000 approaches, date information associated with any interfaces between the Company and Customer and/or its Authorized User shall be considered to remain as it is. Any changes in the interfaces, interface format or formats associated with date information shall be processed and worked by Company's Y2K Compliance Division and no change of any nature may be made, used or implemented unless and until approved by Company's Y2K Compliance Division and tested successfully for Y2K compliance. Customer's service may be delayed, canceled, temporarily or permanently discontinued or terminated without liability in the event Company determines that harm to its network, equipment, facilities or services may be caused by a Customer's not having provided proof of its compliance with the Y2K phenomenon.

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

*** RESERVED FOR FUTURE USE ***

(D)
|

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.5 Deposits

The Company does not collect deposits from Customers.

2.6 Advance Payments

For Customers whom the Company determines an advance payment is necessary, Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

2.7 Taxes

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

2.8 Terminal Equipment

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

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.9 Installation and Termination

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

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be subject to the rules of regulatory agencies, such as the South Carolina Public Service Commission. Any objections to billed charges must be reported to the Company or its billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.11 Interconnection

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

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

(D)

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

(D)

2.12 Inspection, Testing and Adjustment (D)

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

2.13 Interruption of Service

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

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

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.14 Service Cancellation, Discontinuance and Termination

Subject to and to be construed consistent with section 2.5.1, preceding, and under applicable circumstances as set forth following, Company's services may be canceled, temporarily or permanently discontinued or terminated without liability of any kind to customer or any third party. Company's right to cancel, discontinue and/or terminate a service or services applies equally to and/or may in Company's discretion be limited to new orders for or modifications to existing service, new service orders, modifications of services yet to be commenced or other service circumstances.

2.14.1 Definitions

A service or services are considered "canceled" when the Company determines not to provision service prior to commencement of that service.

A service or services are considered to be "temporarily discontinued" when Company determines to suspend service or services for a period of time during which the causes underlying the suspension of service are investigated to determine whether a service or services may be reinstituted consistent with this tariff and/or applicable law and/or regulation. Temporary discontinuances may not exceed thirty days, unless good cause is shown. At the end of the applicable period of temporary discontinuance, e.g., 30 days, service must be reinstituted according to the original terms and conditions applicable to said service or services as set forth in this tariff.

A service or services are considered to be "permanently discontinued" when Company is unable to determine within the applicable period of temporary discontinuance that the service or services cannot be reinstituted according to the original terms and conditions applicable to said service or services as set forth in this tariff.

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

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

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

2.14.1 Definitions (Cont'd)

A service or services are considered "terminated" when Company ceases to provision the service or services for a customer or class of customers or determines that offering the service or services is no longer warranted because customer demand for the service or services has fallen below the level needed to maintain the service or services on a cost effective or operationally practical basis or both.

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SECTION 2 _ RULES AND REGULATIONS (Cont'd)

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

2.14.2 Cancellation

A. A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines the customer's service profile does not meet the eligibility requirements applicable to the service or services under this tariff. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.

B. A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines that the customer has a history of late payments, payment delinquencies, a poor credit rating, or a history of disputed billings with Company or other telecommuni-cations service providers. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.

C. A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines that the customer's representative did not have the authority to order the service or services, fails to provide proof satisfactory to Company that such authority was delegated to the person claiming to represent the customer, or Company determines by any means that the person misrepresented his or her authority on behalf of customer. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.

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SECTION 2 _ RULES AND REGULATIONS (Cont'd)

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

2.14.3 Temporary Discontinuance

A. A specific service or any combination of multiple services may be temporarily discontinued if Company determines that circumstances exist which if shown to be true would cause the continuation of the service or services to violate any term or provision of this tariff, any applicable law or regulation, or result in unlawful, abusive, fraudulent, or harassing use or an invasion of another's privacy. Company will provide reasonable advance notice, not to exceed ten calendar days, of any temporary discontinuance; provided that Company may institute a temporary discontinuance without prior notice when Company determines such action is necessary in the public interest, to avoid a possible violation of law, this tariff or governing regulations or in any circumstance where the rights of a third party may be threatened with substantive harm or damage.

B. A specific service or any combination of multiple services may be temporarily discontinued without prior notice if Company determines that a customer's monthly usage exceeds or is projected in any of the next three succeeding billing cycles to exceed customer's estimated usage provided prior to commencement of service by $500, and customer, having been notified of its unexpected level of usage, and requested to provide specific security for payment of charges, fails to confirm in writing customer's acknowledgment and agreement to the tariffed charge applicable to customer's service or services and provide Company with an advance payment. Such advance payment must be provided Company by wire transfer pursuant to banking instructions provided by Company.

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SECTION 2 _ RULES AND REGULATIONS (Cont'd)

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

2.14.3 Temporary Discontinuance (Cont'd)

C. A specific service or any combination of multiple services may be temporarily discontinued without prior notice if Company determines that customer's most recent payment was remitted without sufficient funds to cover the then outstanding charges and any arrearage, and customer, having been notified of its insufficient funds, fails to confirm in writing customer's acknowledgment and agreement to the tariffed charges applicable to customer's service or services and provide Company with an advance payment.

D. A specific service or any combination of multiple services may be temporarily discontinued without prior notice if customer has not paid the charges for services rendered within thirty (30) days of invoice date and Company determines that customer has or will refuse to pay the invoiced tariffed charges other than for legitimate unresolved disputes about the charges. For purposes of this section, legitimate disputes over charges do not include:

- Disputes arising from Company's billing and collection of government imposed surcharges, fees, assessments, taxes or other similar charges for which Company is not the originator;
- Disputes arising from Company's bill presentation format;
- Disputes arising from Company's rate structure;
- Disputes arising from any cause not related to miscalculations of charges for services rendered; disputes over the services themselves as to quality, reliability, or "as ordered" correctness; and/or
- Customer's dispute of the correctness of Company's determination to reject customer's original "legitimate" dispute of Company's charges.

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SECTION 2 _ RULES AND REGULATIONS (Cont'd)

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

2.14.4 Permanent Discontinuance. A specific service or any combination of multiple services may be permanently discontinued if Company is unable to determine within the applicable period of temporary discontinuance as provided for in section 2.14.3.D, preceding, that the service or services may be reinstituted according to the original terms and conditions applicable to said service or services as set forth in this tariff; or the causes giving rise to the temporary discontinuance in the first instance have not been resolved permitting reinstitution of service on the terms and conditions applicable prior to temporary discontinuance of service. Company will provide prior written notice of permanent discontinuance within a reasonable time, not to exceed five (5) business days once Company determines permanent discontinuance is required.

2.14.5 Termination. A specific service or any combination of multiple services may be terminated if Company determines to cease provisioning the service or services for a customer or class of customers for cause. For purposes of this section, "cause" is defined as follows:

A. The circumstances giving rise to Company's determination to cancel, temporarily discontinue or permanently discontinue a service or any combination of multiple services are determined by Company to be immune to positive changes or improvement.

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

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

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

2.14.5 Termination (Cont'd)

B. The offering of the service or services is no longer warranted because customer demand for the service or services has fallen below the level needed to maintain the service or services on a cost effective or operationally practical basis or both.

C. The offering of the service or services is no longer warranted because applicable laws, regulation, or government policy have separately or in combination made continued provisioning of the service or services technically and/or competitively infeasible, economically unviable or operationally impracticable.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

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

2.14.6 Service Term Commitments

A. **Termination Charges** - Discontinuance Before Expiration. Should customer discontinue service before the expiration of any term commitment specified in this tariff, customer shall be liable for termination charges as specified in the term commitment.

B. **90-Day Term Agreement** – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 90-Day Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by three (3) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 90-Day Term Agreement will automatically renew for subsequent additional 90-Day terms unless customers cancel their account within 30 days of completion of the current term.

C. **6-Month Term Agreement** – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 6-Month Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by six (6) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 6-Month Term Agreement will automatically renew for subsequent additional 6-Month terms unless customers cancel their account within 30 days of completion of the current term.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

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

2.14.6 Service Term Commitments (Cont'd)

D. **1-Year Term Agreement** – In consideration for a guarantee, granted to certain new customers, that a customer's long distance Interstate and Intrastate/IntraLata usage rates will not increase during the Agreement term, such customers may elect to be subject to a 1-Year Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by twelve (12) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination.

E. **Discontinuance Without Liability** - Customers may discontinue service before expiration of any term commitment specified in this tariff without incurring the applicable termination charges if customers restructure their service by agreeing to a new service term of equal or greater length as that of the service term customer discontinues or to a new service with a greater volume commitment for a term, the combination of which (that is, the new term and greater volume commitment) has a value equal to or greater than the value of the service being discontinued.

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SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.15 General Customer Eligibility Requirements.

Company offers service to all persons and/or entities which meet the following general eligibility requirements. Additional eligibility requirements may apply for specific services and will be described and prescribed in the sections of this tariff applicable to each service offering based on specific eligibility requirements in addition to those following.

2.15.1 Non-Payment of Charges - At any time within the two years prior to ordering service from Company, customer may not have had its account with another telecommunications service provider canceled for non-payment of charges.

2.15.2 Timely Payment of Charges - At any time within the twelve (12) months prior to ordering service from Company, customer may not have had any history of late payment charges for services provided by another telecommunications service provider.

2.15.3 No History of Delinquencies - Presently, or at any time during a previous service period with Company or any commonly owned telecommunications service provider, Customer may not have had or have any delinquencies in payment of applicable charges.

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

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

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.16 Limitations of Actions

2.16.1 All actions at law or in equity, and/or all complaints to regulatory authorities against Company for the recovery of damages and/or seeking mandates requiring the Company to take action or to cease any action which is not based on tariffed charges shall be begun within one year from the time the cause of action accrues and not after. Commencement of an action or complaint does not relieve Customer's duties to pay Company's charges.

2.16.2 All actions at law or in equity, and/or all complaints to regulatory authorities against Company for the recovery of overcharges based on tariffed rates shall be begun within one year from the time the cause of action accrues and not after, except that if a claim for the overcharge has been presented in writing to Company within the one-year period of limitation, said period shall be extended to include one year from the time the notice in writing is given by the Company to the claimant of disallowance of the claim, or any part or parts thereof, specified in such notice. Commencement of an action or complaint does not relieve Customer's duties to pay Company's charges.

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SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.16 Limitations of Actions (Cont'd)

2.16.3 All actions at law by Company for recovery of its lawful charges, or any part thereof, shall be begun within one year from the time the cause of action accrues, and not after. If on or before the period of limitation in sections 2.16.1 or 2.16.2, preceding, Company begins action under this section for recovery of lawful charges in respect to the same service, or, without beginning action, collects charges in respect if that service, said period of limitation shall be extended to include ninety (90) days from the date such action is begun or such charges are collected by Company.

2.16.4 The term "overcharges" as used in this section shall be deemed to mean charges for services in excess of those applicable to such service or services under the Company's schedules of charges lawfully on file with the Commission.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.17 Arbitration of Disputes

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

SECTION 3 _ EXPLANATION OF RATES
RESERVED FOR FUTURE USE.

(N)

(D)

SECTION 3 - EXPLANATION OF RATES (Cont'd)
RESERVED FOR FUTURE USE.

(N)

(D)

SECTION 3 - EXPLANATION OF RATES (Cont'd)
RESERVED FOR FUTURE USE.

(N)

(D)

*** RESERVED FOR FUTURE USE ***

(D)

SECTION 3 _ EXPLANATION OF RATES (Cont'd) (T)

3.2 Rate Elements (Cont'd) (T)

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

3.2.2 Chargeable time for a call ends upon disconnection by either party.

3.2.3 Charges for calls are based on usage of the Carrier's network (transport) and the related non-transport functions including without limitation, installation/account set up, general and account administration, regulatory fees, and other costs.

3.2.4 Charges for a call are determined by adding all applicable Call Units as defined in this tariff-Minimum (Initial), Incremental, and Equivalent and are in lieu of additional surcharges, the imposition of minimum service terms or other special charges, unless expressly set forth in this tariff.

3.2.5 Carrier adds one or more ECUs in determining TCUs to recover the equivalent of the costs for the non-transport functions of providing a completed call according to a non-discriminatory algorithm applied to all customers unless otherwise provided for herein.

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.6 Call Unit Calculations

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

TABLE 1 - Calls of a Minute or Less

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

* calls are subject to an 18-second minimum.

TABLE 2 - Calls in Minutes

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

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

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.7 Reserved for Future Use (T)

(D)

(D)

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.8 Reserved for Future Use (T)

(D)

(D)

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

(D)

(D)

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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(D)

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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(D)

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

(D)

(D)

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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

3.2.10 Reserved for future use.

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

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.12 Rounding

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

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

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Reserved for Future Use (T)

(D)

(D)

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Reserved for Future Use (T)

(D)

(D)

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Reserved for Future Use (T)

(D)

(D)

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Reserved for Future Use (T)

(D)

(D)

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Reserved for Future Use (T)

(D)

(D)

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Reserved for Future Use (T)

(D)

(D)

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Reserved for Future Use (T)

(D)

(D)

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.3 Freedom Plans

Subject to Section 5.1 following, Carrier offers services under its Freedom Plan 2000 and Freedom Plan for Business Users (collectively, the "Freedom Plans") based on the Rate Plans and categories as specified following. Rates are graduated as shown in Table 1 following, higher to lower, that is, Rate Category I for the Cairo 2 Rate Plan contains Carrier's lowest offered rates and Rate Category XI for the Basic Q Rate Plan contains Carrier's top rates.

Table 1

Rate Plan	**Rate Category**
Basic Q	XI
Classic Q	X
Classic 2	IX
Classic 1	VIII
Universal	VII
Prime 2	VI
Prime 1	V
Super 1	IV
Super 2	III
Cairo 1	II
Cairo 2	I

3.3.1 Any Rate Category I-IX customers in service on or before July 15, 2009, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after October 15, 2009, that are reflected on invoices rendered on or after November 15, 2009. (C/I)

3.3.2 Any Rate Category X customers in service on or before July 15, 2009, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category XI, effective for all calls on or after October 15, 2009, that are reflected on invoices rendered on or after November 15, 2009. (C/I)

3.3.3 Reserved for Future Use.

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.4 Telecompetitive Service Offerings ("TSOs")

From time to time, Carrier shall tariff rates or select tariffed rates, the purpose of and/or design for which is to retain Carrier's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential customers, which if not matched or bettered would result in the loss of an existing or potential customer and/or in the reduction of traffic volume of the customer. Carrier either shall require customer confirmation of the competitive offer in writing or shall confirm the availability of a more favorable competitive rate from published tariffs, marketing materials, or other public sources to establish a customer's right to obtain a TSO.

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

3.4.2 A customer or potential customer which is similarly situated may request service under a new or previously tariffed TSO. To qualify as a similarly situated customer for purposes of this Section, the customer seeking the TSO must demonstrate the existence of circumstances substantially and materially like those which justified the TSO as tariffed.

3.4.3 An existing customer or potential customer unable to demonstrate being similarly situated under a tariffed TSO may, nonetheless, be able to qualify for a different or new TSO tailored to that customer's circumstances.

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

3.4.5 Whenever a customer's competitive offer entails a rate which is not at the time offered by the Company, a specifically responsive competitive rate (RCR) matching that otherwise available from the competitive offering shall be tariffed in Section 4, following.

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.5 Benchmark Rates

Certain rates set forth in Section 4 of this tariff are "benchmarked," that is, keyed to a customer's monthly revenue volume and/or term commitments. Customers whose monthly revenue volume and/or term commitments do not meet the applicable benchmark(s) may obtain the benchmarked rate pursuant to Section 3.1.1 preceding.

SECTION 4 _ RATES

4.1 Peak/Business Day and Off-Peak/Non-Business Day Rate Periods

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

Peak/Business Day:	9:00 a.m. to 4:00 p.m., Monday through Friday, Saturday and Sunday
Off-Peak/Non-Business Day:	4:01 p.m. to 8:59 a.m., Monday through Friday, Saturday and Sunday

SECTION 4 - RATES (Cont'd)

RESERVED FOR FUTURE USE.

(N)

(D)

SECTION 4 - RATES (Cont'd)

RESERVED FOR FUTURE USE.

(N)

(D)

SECTION 4 - RATES (Cont'd)

RESERVED FOR FUTURE USE.

(N)

(D)

SECTION 4 - RATES (Cont'd)

RESERVED FOR FUTURE USE.

(N)

(D)

SECTION 4 - RATES (Cont'd)

RESERVED FOR FUTURE USE.

(N)

(D)

SECTION 4 - RATES (Cont'd)

4.2 Rate Schedules

4.2.1 - 4.2.14 Reserved for Future Use.

4.2.15 Company offers two Freedom Plans, its Freedom Plan 2000 and its Freedom Plan for Business Users. Company's standard tariff rate methodology applies to each invoice under its Freedom Plan 2000. Section 5.1 applies to Company's Freedom Plan for Business Users. 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 6 seconds with the final call segment just prior to effective disconnection rounded to the next full 6 seconds of call duration. The provisions of Sections 3.2, 3.3, and 4.2.15.17 of this tariff apply. FPBU features a waiver of the non-transport/non-usage changes, provided the Customer has not previously canceled nor discountinued any service, has not had service cancelled or temporarily discontinued by Company, and has no record of late payment or payments withheld over disputed billings, regardless of the result of the dispute. The following Freedom Plans (collectively, the "Freedom Plans"), the Basic Q, the Classic Q, Classic 2, Classic 1, Universal, Prime 2, Prime 1, Super 1, Super 2, and Cairo Rate Plans, are offered. (T)

4.2.15.1 Basic Q Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0678	$0.0226
Off-Peak /Non-Business Day	$0.0678	$0.0226

4.2.15.2 Classic Q Rate Plan

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

Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
$0.0621	$0.0207

4.2.15.3 Classic 2 Rate Plan

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

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

SECTION 4 - RATES (Cont'd)

4.2 Rate Schedules (Cont'd)

4.2.15.4 Classic 1 Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0537	$0.0179
Off-Peak/Non-Business Day	$0.0537	$0.0179

SECTION 4 - RATES (Cont'd)

4.2 Rate Schedules (Cont'd)

4.2.15 (Cont'd)

4.2.15.5 Universal Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0507	$0.0169
Off-Peak/Non-Business Day	$0.0507	$0.0169

4.2.15.6 Prime 2 Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0387	$0.0129
Off-Peak/Non-Business Day	$0.0387	$0.0129

4.2.15.7 Prime 1 Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0357	$0.0119
Off-Peak/Non-Business Day	$0.0357	$0.0119

4.2.15.8 Super 1 Rate Plan

Super 1 rates are provided to customers whose minimum monthly intrastate usage is over $30.00 at the following rates: (C)

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

SECTION 4 - RATES (Cont'd)

4.2 Rate Schedules (Cont'd)

4.2.15 (Cont'd)

4.2.15.8 Super 2 Rate Plan

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

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

4.2.15.9 Cairo 1 Rate Plan (T)

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0147	$0.0049
Off-Peak/Non-Business Day	$0.0147	$0.0049

4.2.15.10 Cairo 2 Rate Plan (N)

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0117	$0.0039
Off-Peak/Non-Business Day	$0.0117	$0.0039

(N)

SECTION 4 - RATES (Cont'd)

4.2 Rate Schedules (Cont'd)

4.2.15 (Cont'd)

4.2.15.11 Limited-Class Switched Rates

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

A. **X-1 Rate Plan**

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	
Peak/Business Day	$0.0327	$0.0109	
Off-Peak/Non-Business Day	$0.0327	$0.0109	(N)

B. **X-2 Rate Plan** (N)

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	
Peak/Business Day	$0.0297	$0.0099	
Off-Peak/Non-Business Day	$0.0297	$0.0099	(N)

4.2.15.12 - 4.2.15.16 **Reserved for Future Use.** (T)

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

SECTION 4 _ RATES (Cont'd)

4.2 Rate Schedules (Cont'd)

4.2.15 (Cont'd)

Reserved for Future Use

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

SECTION 4 _ RATES (Cont'd)

4.2 Rate Schedules (Cont'd)

4.2.15 (Cont'd)

Reserved for Future Use

SECTION 4 _ RATES (Cont'd)

4.2 Rate Schedules (Cont'd)

4.2.15 (Cont'd)

4.2.15.17 Rates for Calls Terminated to a Mobile Phone or Pager

From and after February 4, 2000, all calls terminated to a mobile phone or pager shall be charged the following rates: (T)

Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
$0.0627	$0.0209

SECTION 4 _ RATES (Cont'd)

(M)

4.3 Rates for Calling Cards

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0678	$0.0226
Off-Peak/Non-Business Day	$0.0609	$0.0203

4.4 Calling Card "Bong" Charge

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

*** All Material Now Appearing On This Page Formerly Appeared On Original Page 33.3.1.***

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

SECTION 4 _ RATES (Cont'd)

4.5 Account Recourse Charges (ARCs)

Customers choosing to close their respective accouns with Company prior to the completion of a continuous service period of six consecutive invoices are subject to Account Recource Charges (ARCs). Account Recourse Charges include one of two adjustments in 1+ and toll free access service rate(s) and a separate adjustment in calling card rates for the final period of service which immediately precedes Customer's service termination. Application of ARC charges are determined on the day prior to the final day of active service for each Customer, that is, the last day on which Customer utilizes the Company's services. All ARCs are billed in the final invoice rendered. ARC charges do not apply if the final day of active service is the last day of the Customer's first invoice period.

A.	**Final Adjusted Invoice Rate (FAIR)** For a Customer whose last service date is less than 18 days into Customer's billing cycle.	$0.538 per applicable full billing increment
B.	**Final Adjusted Invoice Rate (FAIR)** For a Customer whose last service date is more than 18 days into Customer's final billing cycle.	$0.269 per applicable full billing increment
C.	**Final Adjusted Invoice Rate (FAIR)** Calling Card Services	$0.226 per applicable full billing increment for all services plus a call set up charge of $0.50 per call

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

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (T) (T)

5.1 Freedom Plan for Business Users

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

(D)

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

5.3 To be eligible for the Freedom Plan for Business Users, Customer must not have had its account with any carrier canceled for nonpayment of charges, must not have a history of late payment of charges at any time during the 12 month period preceding customer's service commencement date with Company, and must have originated and terminated usage within the state of South Carolina withing the 30 day period preceding customer's service commencement date with Company.

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.4 Call Unit Rate Guarantee.

Beginning with the effective date of this tariff following, the call unit rates under this tariff for customers using Company's Freedom Plan for Business Users are guaranteed for the same number of invoices as guaranteed for that Customer's interstate rates under Company's Tariff F.C.C. Tariff No. 4.

5.5 Companion Federal Rate Guarantee.

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

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

5.6 Terms and Conditions. (N)

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

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.7 "One, Two, Three, Every Third Invoice Free" Promotion (T)

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows: (N)

1. A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
2. A credit applied to every third invoice, starting with customer's sixth invoice (6th, 9th, 12th, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

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

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

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd) (T)

5.8 Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 5.8.1 following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS Customer's non-calling card calling beginning with Customer's 2nd invoice following Customer commencement of service as an ACS Customer ("Total Calling Advantage").

5.8.1 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).

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd) (T)

5.8 Advantage Card Service (ACS) (Cont'd)

5.8.2 Limitations and Disclaimers

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

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

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

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

E. Subject to and in accordance with the provisions of Section 3.4 preceding and the eligibility requirements of 5.8.1 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 5.8.1 preceding.

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

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd) (T)

5.8 Advantage Card Service (ACS) (Cont'd)

5.8.3 Reinstatement

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

5.8.4 Rates

The rates set forth in Section 4.3 preceding apply to ACS service.

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd) (T)

5.9 Customer Advantage Plans ("CAPs")

5.9.1 General Terms and Conditions

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

A. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.

B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd) (T)

5.9 Customer Advantage Plans (Cont'd)

5.9.1 General Terms and Conditions (Cont'd)

C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.

D. CAPs are available for all published rates.

E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 5.

F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.

G. To receive the Invoice Free CAPs pursuant to 5.9.2 through and including 5.9.6 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility except as otherwise provided following.

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.9 Customer Advantage Plans (Cont'd)

5.9.2 Customer 6th and 12th Invoice Advantage Plan

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

A. For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice and for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (T) (T) (N)

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

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
- have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
- have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
- pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under 5.9.2.A, preceding.

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.9 Customer Advantage Plans (Cont'd)

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

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

A. For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice, for the consecutive nine-month period preceding Customer's 10th invoice, and for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (T) (T) (T) (N)

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

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9, and 13 months) of service;
- have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
- have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under 5.9.3.A, preceding.

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd) (T)

5.9 Customer Advantage Plans (Cont'd)

5.9.4 Customer "Thanks for Taking the Time" Advantage Plans

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

On and after June 19, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-1") service promotion.

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

Denomination	Monthly Usage Volume
$25.00	0 - $49.99
$50.00	$50.00 - $149.99
$150.00	$150.00 - $249.99

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

Minimum Call Unit Value @ 60 seconds or Fraction	Incremental Call Unit Value @ 60 seconds or Fraction
$0.226	$0.226

5.9.4.1.3 Availability**.** Company's TTT-1 service promotion is available on and after June 19, 2000 until December 20, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd) (T)

5.9 Customer Advantage Plans (Cont'd)

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

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

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

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd) (T)

5.9 Customer Advantage Plans (Cont'd)

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd) (T)

5.9 Customer Advantage Plans (Cont'd)

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd) (T)

5.9 Customer Advantage Plans (Cont'd)

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd) (T)

5.9 Customer Advantage Plans (Cont'd)

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd) (T)

5.9 Customer Advantage Plans (Cont'd)

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.9 Customer Advantage Plans (Cont'd)

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

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

5.9.4.1 For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") as for the consecutive five month period preceding Customer's 6th invoice; for the consecutive eight-month period preceding Customer's 9th invoice; for the consecutive twelve-month period preceding Customer's 13th invoice; for the consecutive eighteen-month period preceding Customer's 19th invoice; for the consecutive twenty-one-month period preceding Customer's 22nd invoice; for the consecutive twenty-five month period preceding Customer's 26th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (T) | | | | (T) (N)

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd) (T)

5.9 Customer Advantage Plans (Cont'd)

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

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

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than $50.00;
- have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
- have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related eighth, twelfth, eighteenth, twenty-first, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under 5.9.4.1, preceding.

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd) (T)

5.9 Customer Advantage Plans (Cont'd)

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

5.9.4.2 (Cont'd)

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

Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 5.9.4.1 preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.9 Customer Advantage Plans (Cont'd)

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

Customers whose rates are adjusted pursuant to 4.2.15.9 preceding and who then qualify as a "save" or "winback" customer are eligible to be rerated to the rates prior to any applicable adjustment made pursuant to 4.2.15.9. (T)

5.10 1st and 3rd Invoice Credits

For new customers and those qualifying as save or winback customers, and who meet the eligibility requirements of Section 5.10.A following, a credit equal to customer's monthly Total Call Unit charges in the first and third invoices (exclusive therefore of fees, taxes, surcharges, assessments or other non-TCU charges - "Qualifying Charges"). The credit will issue with the first and third invoices in the form of that number of pre-paid calling cards at a $50.00 denomination that equals the total of the customer's Qualifying Charges for the first and third invoices. A customer's Qualifying Charges will be rounded up to that number of $50.00 pre-paid cards that equals or exceeds the totals of Qualifying Charges in customer's first and third invoices. For example, if a customer's Qualifying Charges in the first invoice total $125.00, three pre-paid $50.00 calling cards (a total of $150.00) would be provided and remain activated until fully decremented.

A. Eligibility

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

B. Terms

Each $50.00 pre-paid calling card is decremented at the rates set forth in Section 4.3 for peak rates with each fractional increment of less than 60 seconds rounded to the next full 60 second increment (full minute billing). Rates are distance and time-of-day insensitive.

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.11 20% Credit Every 6 Months (M)

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

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

All material appearing on this page formerly appeared on third revised page 35.17.

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.12 Freedom Plan Plus (FPP)

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

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

All conditions app1icable to Freedom Plan customers must be satisfied in order for a customer to qualify for Freedom Plan Plus. A Customer under Freedom Plan Plus shall be billed at Freedom Plan Rates for Freedom Plan Services, as determined by the Customer's applicable Freedom Plan Rate Category. However, Freedom Plan Plus Customers' accounts must have an applicable Freedom Plan Rate Category which corresponds to a call unit rate of $0.119 or higher. Freedom Plan customers who select Freedom Plan Plus, whose accounts are subject to a Freedom Plan Rate Category which corresponds to a lower call unit rate than $0.119 will have their Rate Category adjusted upward to a Rate Category corresponding to a call unit rate of $0.119 or higher. The same promotions and incentives available to other Freedom Plan customers are available to Freedom Plan Plus customers, subject to the same qualifications and other requirements applicable to other Freedom Plan customers for those promotions or incentives.

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

All Freedom Plan Plus customers in service on or before July 15, 2009, whose services are not part of an (I)
unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the |
previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories or to the |
highest available rate category, whichever is lower, effective for all calls on or after October 15, 2009, that are |
reflected on invoices rendered on or after November 15, 2009. (I)

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.12 Reserved for Future Use (T)

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.12 Reserved for Future Use (T)

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.12 Reserved for Future Use (T)

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.12 Reserved for Future Use (T)

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.12 Reserved for Future Use (T)

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.12 Reserved for Future Use (T)

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.12 Reserved for Future Use (T)

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.12 Reserved for Future Use (T)

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.12 Reserved for Future Use (T)

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.12 Reserved for Future Use (T)

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.12 Reserved for Future Use (T)

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.12 Reserved for Future Use (T)

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.12 Reserved for Future Use (T)

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.12 Reserved for Future Use (T)

(D)

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.12 Reserved for Future Use (T)

(D)

(D)

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.13 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.

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

Customers whose rates are adjusted pursuant to Section 5.12.2.G preceding and who qualify as a "save" or "winback" customer are eligible to be rerated to the off-peak rate prior to any applicable adjustment made pursuant to Section 5.12.2.G.

5.15 Directory Assistance Charge: $1.25/per call

5.16 Remote Access Surcharge: A surcharge applies to all calls originated at payphones using a serv (N) ss co

Per Call: $0.30 (N)
|
|
(N)

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.15 Service Term Invoice Free Credit. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 5.15.2 shall receive the Service Term Invoice Free Credit.

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

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

A. Have initiated service under a Freedom Plan for Business Users Plan;

B. Have current usage which exceeds the established minimum monthly usage levels for the applicable Freedom Plan for Business Users Plan;

C. Have no record of nonpayment, delinquencies or issues of credit worthiness;

D. Have received five months of consecutive and uninterrupted service preceding each credit invoice;

E. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and,

F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 5.15.1, preceding.

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

SECTION 5
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS

5.16 **Service Term Invoice Free Credit II**. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 5.16.2 shall receive the ServiceTerm Invoice Free Credit II.

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

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

A. Have initiated service under a Freedom Plan for Business Users Plan;

B. Have current usage which exceeds the established minimum monthly usage levels for the applicable Freedom Plan for Business Users Plan;

C. Have no record of nonpayment, delinquencies or issues of credit worthiness;

D. Have received three months of consecutive and uninterrupted service preceding each credit invoice;

E. Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,

F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 5.16.1, preceding.

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

SECTION 5
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS

5.17 Cross Over Special Service Offers

5.17.1 Cross Over Credit (COC)

A. To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Credit" or "COC" equal to 5% of the customer's usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

B. Limitations and Disclaimers

- The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.

- If earned, as specified in Section 5.17.1.A preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.

- This credit is not available with Company's offering set forth in Section 5.17.2 following.

- The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).

- A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

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

SECTION 5
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS

5.17 Cross Over Special Service Offers (Cont'd)

5.17.2 Cross Over Century Card (COCC)

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

B. Limitations and Disclaimers

- This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
- The COCC card will be issued following Customer's commencement of service.
- This offer is not available with Company's 5% credit offer set forth in Section 5.17.1 preceding.
- The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.
- Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.

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

SECTION 5
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS

5.17 Cross Over Special Service Offers (Cont'd)

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

B. (Cont'd)

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

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

- COCC calls must originate and terminate from locations in the state from areas served with equal access. COCC calls are rated at $0.75 per minute of use and are distance, day-of-week, and time-of-day insensitive. Non-transport charges do not apply.

- If at any time prior to the completion of its use period, any of customer's services is terminated for cause, for any service customer in its discretion terminates, or should customer fail at any time to comply with the conditions of this Section, at the time of termination or failure of compliance, the unused value of the COCC card shall be cancelled immediately by Company.

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

SECTION 6

RESERVED FOR FUTURE USE

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

SECTION 7

RESERVED FOR FUTURE USE

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SECTION 8

RESERVED FOR FUTURE USE

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES

Subject to Section 2 and Section 3.5 preceding, all services offered pursuant to this Section 9 are tailored to different classes of customers whose specific service profiles are defined by likekinded characteristics as set forth herein. 011 Communications Services are offered in conjunction with related local, interstate, and international services to the extent expressly so provided herein. The following terms, conditions, and rates in Section 9 apply to the provision of intrastate long distance within South Carolina only. N

9.1 011 Communications Service

011 Communications is a service mark representing a division of the Company. Subject to the terms and conditions set forth in this Section 9, 011 Communications Service is available only in combination with its counterpart 011 Communications International Service offering in Company's Tariff F.C.C. No. 3 and 011 Communications Interstate Service offerings in Company's Tariff F.C.C. No. 4. N M

9.1.1 General Terms - 011 Communications service includes outbound 1+, facsimile, toll free access and calling card services and is available seven days a week, 24 hours a day.

9.1.2 Rate Description - Rates are distance and time of day insensitive. Minimum call duration is billed in 60 seconds during both Peak/Business Day and Off-Peak/Non-Business Day hours, with each full or fractional increment of call duration billed in full minutes (60 seconds), that is, each non-full minute increment is rounded to the next full minute. A monthly service fee applies and miscellaneous charges apply as indicated in Section 9.2, following.

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SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.1 011 Communications Service (Cont'd)

9.1.3 Usage Sensitive Charges - 011 Communications service calls are rated pursuant to the per minute of usage charges following.

9.1.3.1 For 1+ (including facsimile) and toll free access calls, the rates are:

Rate Category	First 60 Seconds or Fraction	Each Add'l 60 Seconds or Fraction	
			(T)
			(T)
Standard	$0.249	$0.249	
Preferred*	$0.149	$0.149	
Winback**	$0.149	$0.149	(N)
Evergreen***	$0.139	$0.139	(M/T)

* Requires a monthly minimum of $10.00 for intrastate services. (T)
** Customer must be a "save" or "winback" customer. (N)
*** Requires a monthly minimum of $20.00 for intrastate services. (M/T)

9.1.3.2 For calling card calls, the rates are: (T)

	First 60 Seconds or Fraction	Each Add'l 60 Seconds or Fraction	
Standard/Preferred/Winback	$0.226	$0.226	(T)
Evergreen	$0.189	$0.189	(M/T)

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

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.1 011 Communications Service (Cont'd)

9.1.4 Residential Unlimited Calling Program (N)

This service is for use by residential customers who select 011 Communications service. Customers who subscribe to this voice service must select and designate NOS Communications, Inc. as its Local Exchange Carrier (LEC), and 011 Communications as its Interexchange Carrier (IXC) for interstate, International and intrastate calling, and as its intraLATA toll provider for intraLATA toll calling. Concurrent with enrollment in this plan, customers must also enroll in any companion unlimited traffic plans for all domestic traffic.

A monthly recurring charge will apply to this service as outlined below. This charge is identical to and shall not be in addition to the monthly recurring charge as outlined in any tariffs or service guides as applicable to companion Federal Service or to companion State Residential Unlimited Calling Program Services.

Monthly charge: $59.99

The following is included in the monthly recurring charge: Unlimited domestic state-to-state (Interstate) long distance, unlimited instate (Intrastate) long distance, and unlimited local toll calls, directly dialed from home; Basic line charges and features, and voicemail.

The following are not included in the monthly recurring charge: toll-free calling, international calling, calling card calls, cellular telephone platform calls, remote call forwarding, off premise extensions, WIRE-PRO, PBX, ISDN, Foreign Exchange Numbers, Local Number Portability, non-recurring charges, operator assistance, directory assistance, directory listing options, taxes, surcharges, per use charges and custom calling features. Customers will be charged at the rates contained within the Mobile Progressive Calling plan for international calls, or at the appropriate basic rate for all services not included within the monthly recurring charge. (N)

9.1.5 Limitations and Disclaimers (T)

9.1.5.1 No Promotional Tie-ins - Except for the credits and/or other special offers provided pursuant to Section 9.3 following, 011 Communications service is not available to any customer whose service is being provided pursuant to one or more promotional offerings tariffed herein. (T)

9.1.5.2 Discontinuance - 011 Communications service, and/or any term or condition affecting the availability and/or rates for 011 Communications service may be discontinued at any time with or without notice to customer and without liability to customer, any authorized user, or third party. (T)

9.1.5.3 Rounding. 011 Communications follows the industry practice of "rounding," that is, in its most basic form, when call duration does not end on the nearest whole billing increment, e.g., a sixty-second increment, the call's duration is rounded to the next whole billing increment, i.e., the next whole 60-second increment. 011 Communications services are billed as follows - initial call duration is measured in a minimum of 60 seconds, that is, durations of less than 60 seconds are rounded to a full 60 seconds, and for incremental usage, call duration is measured by call duration segments of not less than 60 seconds with the final call segment just prior to effective disconnection rounded to the next full 60 seconds of call duration. (T)

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN
DESCRIPTION AND RATES (Cont'd)

9.1 011 Communications Service (Cont'd)

9.1.6 VIP Prepaid Calling Service

9.1.6.1 General Description

A. Company offers VIP Prepaid Calling Service throughout the State of South Carolina. Charges are not mileage, time of day or day of the week sensitive.

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

9.1.6.2 Conditions of Service

A. Calls to directory assistance and calls placed to 500, 700, 800, 900, 950 numbers will not be completed using the VIP Prepaid Calling Service. (C)

B. Calls may only be charged against the VIP Prepaid Calling Service account that has a sufficient available balance.

C. Non-billable calls will not incur any surcharges, taxes or fees.

D. VIP Prepaid Calling Service is non-refundable and will expire six months from the date of registration, or when the account balance is depleted, whichever occurs first. Each time the VIP Prepaid Calling Service is recharged the expiration date is reset for an additional six months.

E. Neither the Company nor any authorized agents shall be liable or responsible for theft, loss, or unauthorized use of any VIP Prepaid Calling Service accounts.

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN
DESCRIPTION AND RATES (Cont'd)

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

9.1 011 Communications Service (Cont'd)

9.1.6 <u>VIP Prepaid Calling Service</u> (Cont'd)

9.1.6.3 <u>Recharging Feature</u>

A. The Customer has the option to recharge the available balance on the VIP Prepaid Calling Service account. If an account is recharged, the remaining balance shall be decremented at the rate applicable to the Customer.

B. To recharge the account, the Customer shall call the designated toll-free number and, in response to the automated voice prompts, provide their account information for a major credit card accepted by the Company and the WTN they want to utilize.

C. Customers are not required to recharge their VIP Prepaid Calling Service account. When the customer's balance is depleted, customer's credit card will be recharged unless the customer has elected to disable the auto recharge function or the charge against the customer's credit card is unsuccessful. The automatic recharge feature is the default setting for all VIP pre-paid accounts. Customers may choose to disable default features at anytime following the first 60 days of service. Customers electing to disable the auto recharge function should contact customer service or access the calling platform and respond to the appropriate voice prompts. Recharge may occur during a call in order to prevent disruption of that call and uninterrupted service. If a customer's account recharge is unsuccessful, and customer's VIP Prepaid Calling account only has thirty (30) seconds talk time remaining, an announcement shall be made indicating that the call shall be automatically terminated when the Card's balance is extinguished.

D. The Company may immediately, and without prior notice to the Customer, terminate the recharge option for a particular VIP Prepaid Calling Service account for any of the reasons specified in Section 2 of this Tariff.

9.1.6.4 <u>Credit Allowance for Interruptions</u>:

A. Customers who experience call interruption due to poor transmission, one-way transmission, or involuntary disconnection of the call may obtain a credit allowance. The credit allowance will be equal to the dollar value or minute equivalent for the duration of the call that is interrupted.

B. In order to receive a credit allowance, the Customer must notify the Company at the designated Customer Service number within 30 days from the date of the interruption. The Customer must also furnish the called number, description of the trouble experienced, approximate time the call was placed, and the duration of the interruption.

C. Credit allowances are not issued for interruptions that are due to the failure of power, equipment or systems not provided by the Company or interruptions that are not properly reported to the company.

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN
DESCRIPTION AND RATES (Cont'd)

9.1 011 Communications Service (Cont'd)

9.1.6 VIP Prepaid Calling Service (Cont'd)

9.1.6.5 Fees and Surcharges

A. Payphone Origination: A $0.99 surcharge will be added to all VIP Prepaid Calling Service calls that originate at payphones. The surcharge will be assessed in addition to any other rates and fees.

B. Surcharge: A 20% surcharge will be assessed for each call made using the VIP Prepaid Calling Service that originates and terminates between any two points within the state of South Carolina.

C. Operator Assisted Calls: A $0.49 per minute surcharge will be applied to all calls placed with the assistance of the Company's operator. The surcharge will be assessed in addition to any other rates and fees. (N) | (N)

D. Non-registered WTNs: A $0.65 surcharge will be applied for any calls made from a non-registered WTN.

E. Universal Service Fee (USF)- 2.8900 % based on intrastate revenue.

9.1.6.6 Timing of Calls

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

9.1.6.7 Billing Minimum and Increments

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

9.1.6.8 Intrastate Rates

Rate Category	Rate Plan	Cents Per Minute Rate	Required Minimum Monthly Intrastate Usage	
				(N)
				|
				|
IV	VIP 4	$0.096	$0.00	|
III	VIP 3*	$0.096	$25.00	|
II	VIP 2	$0.080	$50.00	(N)
I	VIP 1*	$0.080	$100.00	(C)

* VIP prepaid customers with service under rate categories I or III are eligible to have the 20% surcharge waived. (N) (N)

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN
DESCRIPTION AND RATES (Cont'd)

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

9.1 011 Communications Service (Cont'd)

9.1.6 <u>VIP Prepaid Calling Service</u> (Cont'd)

9.1.6.9 <u>VIP Prepaid Calling Service Sign Up Bonus:</u>

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

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.2 Miscellaneous Charges

9.2.1 Remote Access Surcharge: A surcharge applies to all calls originated at payphones

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

Per Call $0.30 (I)

9.2.2 Calling Card Call Set-Up Charge

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

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.2 Miscellaneous Charges (Cont'd)

9.2.3 Reserved For Future Use

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SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.2 Miscellaneous Charges (Cont'd)

9.2.4 Minimum Account Charges ("MACs") (M)

A Customer's tariffed 1+ and toll free access, calling card and MSF (monthly service fee) rates will be adjusted whenever the aggregate of the Customer's charges for all services (including interstate, intrastate, intraLATA, international and calling card services, but exclusive of fees, assessments, taxes and surcharges) for any two consecutive invoices are less than $20.00 ("MAC threshold").

Tariffed Rates	MAC Adjusted Rates
1+ and toll free access services	Tariffed rate plus $0.10 per applicable billing increment.*
Calling Card Service	$0.226 per applicable billing increment for all calls plus a call set up charge of $0.50.

*Example: If the current rate of a customer to which the provisions of this section apply is $0.149 per applicable billing increment, the FAIR rate is $0.249 per billing increment, including the minimum billing increment. MAC adjusted rates appear on Customer's next immediate invoice following the second consecutive invoice whose charges are below the MAC threshold. Customers may request suspension of further MAC charges in accordance with section 9.2.4.1 and 9.2.4.2 following (i.e., Customer will be returned to the previous rate plans applicable to its services prior to its charges falling below the MAC threshold). MAC adjusted rates also apply to all periods of service for Customers qualifying as a Company "save" or "winback" Customer.

*** All Material Now Appearing On This Page Also Appears On Original Page 50.2.***

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.2 Miscellaneous Charges (Cont'd)

9.2.4 Minimum Account Charges ("MACs") (Cont'd) (M)

9.2.4.1 Reinstatement Option A

After receiving direct notice from Company's Customer Care or through receipt of the invoice for MAC rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of $40.00 per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed $40.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MAC rates. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to reach the MAC threshold of charges over any two subsequent consecutive invoices, all applicable MAC charges would be reinstated and billed on the next immediately following invoice.

*** All Material Now Appearing On This Page Also Appears On Original Page 50.3.***

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.2 Miscellaneous Charges (Cont'd)

9.2.4 Minimum Account Charges ("MACs")(Cont'd) (M)

9.2.4.2 Reinstatement Option B

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MAC rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of $40.00 per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed $20.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), for the reinstatement and following invoice (two invoices), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MAC rates and charged a monthly fee of $4.95. Any Customers whose rates have been reinstated as provided herein shall continue to receive said rates so long as each subsequent invoice meets the $20.00 service rate threshold and the monthly fee of $4.95 is paid on a timely basis. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to reach the MAC threshold of charges over any two subsequent consecutive invoices, all applicable MAC charges would be reinstated and billed on the next immediately following invoice.

*** All Material Now Appearing On This Page Also Appears On Original Page 50.4.***

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.2 Miscellaneous Charges (Cont'd)

9.2.5 Mid-Level Account Charges ("MACII") (M)

A Customer's tariffed 1+ and toll free access, calling card and MSF (monthly service fee) rates will be adjusted whenever the aggregate of the Customer's charges for all services (including interstate, intrastate, intraLATA, international and calling card services, but exclusive of fees, assessments, taxes and surcharges) for any two consecutive invoices after Customer's first two consecutive invoices are at least $20.00, but not more than $39.99 per invoice ("MACII threshold"). MACII adjusted rates also apply to all periods of service for Customers qualifying as a Company "save" or "winback" Customer.

Tariffed Rates	MACII Adjusted Rates
1+ and toll free access services	Tariffed rate plus $0.10 per applicable billing increment.*

*Example: As the current rate of a customer to which the provisions of this section apply is $0.149 per applicable billing increment, the MACII adjusted rate is $0.249 per billing increment, including the minimum billing increment. The MACII adjusted rate billing increment is 60 seconds or a full minute. MACII adjusted rates appear on Customer's next immediate invoice following the second consecutive invoice whose charges are below the MACII threshold. Customers may request suspension of further MACII charges in accordance with Section 9.2.5.1 or 9.2.5.2 following (i.e., Customer will be returned to the previous rate plans applicable to its services prior to its charges falling below the MACII threshold).

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.2 Miscellaneous Charges (Cont'd)

9.2.5 Mid-Level Account Charges ("MACII") (Cont'd) (M)

9.2.5.1 Reinstatement Option A

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MACII rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of $40.00 per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed $40.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MACII rates. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to exceed the MACII ceiling of $39.99 in total charges over any two subsequent consecutive invoices, the MACII adjusted charges would be reinstated and billed on the next immediately following invoice.

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN
DESCRIPTION AND RATES (Cont'd)

9.2 Miscellaneous Charges (Cont'd)

9.2.5 Mid-Level Account Charges ("MACII") (Cont'd) (M)

9.2.5.2 Reinstatement Option B

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MACII rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of $40.00 per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed $20.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), for the reinstatement and following invoice (two invoices), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MACII rates and be charged a monthly fee of $4.95. Any Customers whose rates have been reinstated as provided herein shall continue to receive said rates so long as each subsequent invoice meets the $20.00 service rate threshold and the monthly fee of $4.95 is paid on a timely basis. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to reach the MACII threshold of charges over any two subsequent consecutive invoices, the MACII adjusted charges would be reinstated and billed on the next immediately following invoice.

*** All Material Now Appearing On This Page Also Appears On Original Page 50.7.***

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.2 Miscellaneous Charges (Cont'd)

9.2.6 Monthly Service Fee

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

$2.95/Month/Main Billed Telephone Number

9.2.7 Monthly Minimum Charge

Each 011 Communications customer at the second invoice and each subsequent invoice during the service term is subject to the following minimum usage requirement. (T)

$20.00/Month

Customer shall be billed the difference between actual charges incurred and the monthly minimum charge specified herein, the "shortfall charge." Example, if a customer's actual charges are $12.34, a shortfall charge of $7.66 will appear on the invoice. The application of the shortfall charges is subject to Section 9.4 following.

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.3 Customer Loyalty Plans

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

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*** Certain Material Now Appearing On This Page Also Appears On First Revised Page 51.***

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.3 Customer Loyalty Plans (Cont'd)

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

9.3.1 CLPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.

9.3.2 A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CLP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CLP must demonstrate the existence of circumstances substantially and materially like those which justified the CLP as tariffed.

9.3.3 An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that Customer's circumstances.

9.3.4 CLPs are available for all published rates.

9.3.5 Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by 011 Communications, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this section 9.3.

*** Certain Material Now Appearing On This Page Also Appears On First Revised Page 52. ***

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SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.3 Customer Loyalty Plans (Cont'd)

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9.3.6 All of the conditions set forth in sections 9.3.1 through and including this section 9.3.6 must exist in order to qualify for the following Customer Loyalty Plans. 011 Communications shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with 011 Communications. Additional terms and/or conditions, such as term or volume commitments may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by 011 Communications prior to institution of the first billing for services under the applicable Customer Loyalty Plans. T T T T T

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.3 Customer Loyalty Plans (Cont'd)

9.3.7 Customer Loyalty Plans I and II

9.3.7.1 Customer Loyalty Plan I. 011 Communications Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 9.3.7.1.B will receive a credit on their 13th invoice as provided following.

A. For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive twelve-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (T) (N) (N)

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

1. have initiated service under 011 Communications;
2. have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
3. have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
4. have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by Customer's thirteenth invoice; and
5. pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under 9.3.7.1.A, preceding.

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.3 Customer Loyalty Plans (Cont'd)

9.3.7 Customer Loyalty Plans I and II (Cont'd)

9.3.7.2 Customer Loyalty Plan II. 011 Communications Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 9.3.7.2.B will receive a credit on their 9th invoice as provided following.

A. For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (T) (N) (N)

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

1. have initiated service under 011 Communications;
2. have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
3. have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
4. 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
5. pay all charges rendered in Customer's ninth invoice in excess of the amount of the applicable credit as calculated under 9.3.7.2.A, preceding.

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.3 Customer Loyalty Plans (Cont'd)

9.3.8 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 Loyality Plans, Company may base its rates on a minimum call duration set for in the section 9.1.2 preceding. Additional terms and/or conditions, such as 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. M T T

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.3 Customer Loyalty Plans (Cont'd)

9.3.9 Companion Federal Rate Guarantee. (T)

A. For a customer who maintains eligibility for and receives service under the Company's 011 Communications Service, the minimum and incremental call unit rates for intrastate calls under this tariff are guaranteed for the same number of invoices, i.e., 6 invoices, as the number of invoices guaranteed under Company's 011 Communications Service for intrastate calls as provided in Company's Tariff F.C.C. No. 4. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive order. (C)

(C)

9.3.10 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 Minimum Monthly Usage to $10.00 per month. Any customer saved or wonback pursuant to this QMMA remains eligible for the Advantage Card Service provided by Section 9.4 following, but can not qualify for Advantage Card Service II provided by Section 9.5 following.

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.3 Customer Loyalty Plans (Cont'd)

9.3.11 The 8/14-50 Service Credit. Each 011 Communications Customer meeting the eligibility requirements set forth in 9.3.11.2 following, shall receive a 8/14-50 Service Credit calculated in accordance with the following provisions. (T) (T)

A. 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.

B. 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 9.3.11.1 preceding.

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

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN
DESCRIPTION AND RATES (Cont'd)

9.3 Customer Loyalty Plans (Cont'd)

9.3.12 Credit Series for 5th, 11th, 17th, and 23th Invoices

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 23th 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.

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 9.3.12.C 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.

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

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.3 Customer Loyalty Plans (Cont'd)

9.3.12 Credit Series for 5th, 11th, 17th, and 23th Invoices (Cont'd)

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 invoice and so on; have current usage which exceeds the established minimum monthly usage levels for the applicable service as set forth in 9.2.7 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 twelfth, eighteenth, and twenty-fourth invoices in excess of the amount of the applicable credit as calculated under 9.3.12.B, preceding.

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 receive 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.

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN
DESCRIPTION AND RATES (Cont'd)

9.3 Customer Loyalty Plans (Cont'd)

9.3.12 Credit Series for 5th, 11th, 17th, and 23th Invoices (Cont'd)

C. Eligibility (Cont'd)

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 9.3.12.B, preceding, for the 11th, 17th, and 23th invoices; but will not retroactively receive the 5th invoice credit to which it would otherwise have been entitled.

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

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

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.4 Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 9.4.1 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"). (C) (C) (C)

9.4.1 Eligibility

Company's Advantage Card Service (ACS) becomes available once an 011 Communications 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).

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.4 Advantage Card Service (ACS) (Cont'd)

9.4.2 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 9.4 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)

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).

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.4 Advantage Card Service (ACS) (Cont'd)

9.4.2 Limitations and Disclaimers - General (Cont'd)

E. Subject to and in accordance with the provisions of Sections 9.3 and 9.3.6 preceding, and the eligibility requirements of 9.4.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by 9.4.1 preceding.

F. An ACS Customer must complete a minimum service term of seven (7) invoices with no delinquencies and no bill cycle interruptions in order for its eighth invoice to reflect the applicable Bonus Advantage Calling.

G. An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service prior to the completion of its minimum service term forfeits all unused credits.

(D)

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

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN
DESCRIPTION AND RATES (Cont'd)

9.4 Advantage Card Service (ACS) (Cont'd)

9.4.3 Limitations and Disclaimers - Shortfalls

The provisions of Section 9.2.7 preceding apply to the non-calling card charges of an ACS Customer, however, the application of the shortfall provisions of Section 9.2.7 will not reduce the Fixed Advantage earned for calling card calls and the Customer will be credited with any calling card usage in excess of the total Fixed Advantage available if earned.

Example 1: An ACS Customer is billed $12 for 1+ calling in the month of May and makes $18 worth of calling cards in the same month. The Customer will receive full credit in its June invoice for the $18 of calling card calls and be assessed a shortfall of $8 pursuant to the provisions of Section 9.2.7 preceding.

Example 2: An ACS Customer is billed $7 for 1+ calling in the month of October and makes $26 worth of calling cards in the same month. The Customer will receive full credit ($20) in its November invoice for the $26 of calling card calls and will be credited with $6 in excess of the calling card usage so that the shortfall assessed pursuant to the provisions of Section 9.2.7 preceding will be reduced to $7 ($20 minimum in 1+ usage per 9.2.7 - $7 used = $13 shortfall - $6 in excess calling card usage = $7 shortfall under 9.2.7 and this 9.4.3).

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

SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

9.4 Advantage Card Service (ACS) (Cont'd)

9.4.3 Limitations and Disclaimers - Shortfalls (Cont'd)

Example 3: An ACS Customer is billed $9 for 1+ calling in the month of February and makes $44 worth of calling cards in the same month. The Customer will receive full credit ($20) in its March invoice for the $44 of calling card calls and will not be assessed any shortfall under the provisions of section 9.2.7 preceding.

9.4.4 Reinstatement

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

9.4.5 Rates

The rates set forth in Section 9.1.3.2 apply to ACS calling card calls.

SECTION 9 - 011 COMMUNICATIONS SERVICES PLAN DESCRIPTION AND RATES (Cont'd)

9.5 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 9.5.1 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 ("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").

9.5.1 Eligibility

Company's Advantage Card Service II (ACS II) becomes available once an 011 Communications 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 9.3.10 preceding are not eligible for ACSII.

9.5.2 Limitations and Disclaimers - General

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

B. If earned as specified in 9.5 preceding, the ACS II Fixed Advantage Calling will be reflected in Customer's first or second and each subsequent invoice following commencement of ACS II service and the ACS II Bonus Advantage Calling will be reflected in Customer's eighth invoice following commencement of ACS II service.

C. ACS II 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 II Fixed Advantage Calling is noncumulative (cannot be carried over to any following month or otherwise accumulated).

All Material On This Page Is New.

SECTION 9 - 011 COMMUNICATIONS SERVICES PLAN DESCRIPTION AND RATES (Cont'd)

9.5 Advantage Card Service II (ACS II)

9.5.2 Limitations and Disclaimers - General (Cont'd)

E. Subject to and in accordance with the provisions of Sections 9.3 and 9.3.6 preceding, and the eligibility requirements of 9.5.1 preceding, ACS II service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS II service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by 9.5.1 preceding.

F. An ACS II Customer must complete a minimum service term of seven (7) invoices with no delinquencies and no bill cycle interruptions in order for its eighth invoice to reflect the applicable Bonus Advantage Calling.

G. An ACS II Customer whose service is terminated for cause or which voluntarily terminates Company's service prior to the completion of its minimum service term forfeits all unused credits.

9.5.3 Limitations and Disclaimers - Shortfalls

The provisions of Section 9.2.7 preceding apply to the non-calling card charges of an ACS II Customer, however, the application of the shortfall provisions of Section 9.2.7 will not reduce the Fixed Advantage earned for calling card calls and the Customer will be credited with any calling card usage in excess of the total Fixed Advantage available if earned.

Example 1: An ACS II Customer is billed $12 for 1+ calling in the month of May and makes $18 worth of calling cards in the same month. The Customer will receive full credit in its June invoice for the $18 of calling card calls and be assessed a shortfall of $8 pursuant to the provisions of Section 9.2.7 preceding.

All Material On This Page Is New.

SECTION 9 - 011 COMMUNICATIONS SERVICES PLAN DESCRIPTION AND RATES (Cont'd)

9.5 Advantage Card Service II (ACS II)

9.5.3 Limitations and Disclaimers - Shortfalls (Cont'd)

Example 2: An ACS II Customer is billed $7 for 1+ calling in the month of October and makes $26 worth of calling cards in the same month. The Customer will receive full credit ($20) in its November invoice for the $26 of calling card calls and will be credited with $6 in excess of the calling card usage so that the shortfall assessed pursuant to the provisions of Section 9.2.7 preceding will be reduced to $7 ($20 minimum in 1+ usage per 9.2.7 - $7 used = $13 shortfall - $6 in excess calling card usage = $7 shortfall under 9.2.7 and this 9.5.3).

Example 3: An ACS II Customer is billed $9 for 1+ calling in the month of February and makes $44 worth of calling cards in the same month. The Customer will receive full credit ($20) in its March invoice for the $44 of calling card calls and will not be assessed any shortfall under the provisions of section 9.2.7 preceding.

9.5.4 Reinstatement

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

9.5.5 Rates

The rates set forth in Section 9.1.3.2 apply to ACS II calling card calls.

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (T)

Subject to Section 2 and Section 3.5, all services offered pursuant to this Section 10 are tailored to different classes of customers whose specific service profiles are defined by likekinded characteristics as set forth herein. In addition, these services are billed under and pursuant to the service name (under a service mark or trademark) as expressly designated in each section, following - the Signature services. Signature Services are offered in conjunction with related local, interstate and international services to the extent expressly so provided herein. The following terms, conditions, and rates in Section 10 apply to the provision of intrastate long distance within South Carolina only.

Section 10.1 through section 10.4 apply exclusively to residential customers. Section 10.5 through section 10.20 apply (N)
exclusively to business customers. (N)

10.1 International Plus Residential Service General Terms (T)

International Plus is a service mark representing a division of the Company. Subject to the terms and conditions set forth in this Section 10.1, International Plus Service is available only in combination with its counterpart International Plus International Service offering in Company's Federal Tariff. (T)

10.1.1 Available Services. International Plus service includes outbound 1+, facsimile, toll free access and calling card services and is available seven days a week, 24 hours a day. (T)

10.1.2 Rate Description. Rates are distance and time of day insensitive. Minimum call duration is billed in 60 second increments with each full or fractional increment of call duration billed in full minute (60 second), that is, each non-full minute increment is rounded to the next full minute.

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

10.1 International Plus Residential Service General Terms (Cont'd)

10.1.3 Rounding. International Plus follows the industry practice of "rounding," that is, in its most basic form, when call duration does not end on the nearest whole billing increment, e.g., a sixty-second increment, the call's duration is rounded to the next whole billing increment, i.e., the next whole 60-second increment. International Plus services are billed as follows - initial call duration is measured in a minimum of 60 seconds, that is, durations of less than 60 seconds are rounded to a full 60 seconds, and for incremental usage, call duration is measured by call duration segments of not less than 60 seconds with the final call segment just prior to effective disconnection rounded to the next full 60 seconds of call duration.

10.1.4 <u>Residential Unlimited Calling Program</u> (N)

This service is for use by residential customers who select International Plus service. Customers who subscribe to this voice service must select and designate NOS Communications, Inc. as its Local Exchange Carrier (LEC), and International Plus as its Interexchange Carrier (IXC) for interstate, International and intrastate calling, and as its intraLATA toll provider for intraLATA toll calling. Concurrent with enrollment in this plan, customers must also enroll in any companion unlimited traffic plans for all domestic traffic.

A monthly recurring charge will apply to this service as outlined below. This charge is identical to and shall not be in addition to the monthly recurring charge as outlined in any tariffs or service guides as applicable to companion Federal Service or to companion State Residential Unlimited Calling Program Services.

Monthly charge: $59.99

The following is included in the monthly recurring charge: Unlimited domestic state-to-state (Interstate) long distance, unlimited instate (Intrastate) long distance, and unlimited local toll calls, directly dialed from home; Basic line charges and features, and voicemail.

The following are not included in the monthly recurring charge: toll-free calling, international calling, calling card calls, cellular telephone platform calls, remote call forwarding, off premise extensions, WIRE-PRO, PBX, ISDN, Foreign Exchange Numbers, Local Number Portability, non-recurring charges, operator assistance, directory assistance, directory listing options, taxes, surcharges, per use charges and custom calling features. Customers will be charged at the rates contained within the Mobile Progressive Calling plan for international calls, or at the appropriate basic rate for all services not included within the monthly recurring charge. (N)

10.1.5 Limitations and Disclaimers

A. No Promotional Tie-Ins. International Plus service is not available to any customer whose service is being provided pursuant to one or more promotional offerings tariffed herein.

B. Discontinuance. International Plus service, and/or any term or condition affecting the availability and/or rates for International Plus service may be discontinued at any time with or without notice to customer and without liability to customer, any authorized user, or third party.

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.1 International Plus Residential Service General Terms (Cont'd) (T)

10.1.6 Usage Sensitive Charges – International Plus service calls are rated pursuant to the per minute of usage charges following.

A. For 1+ (including facsimile) and toll free access calls, the rates are:

Rate Category	First 60 Seconds or Fraction	Each Add'l 60 Seconds or Fraction
Standard	$0.249	$0.249
Preferred*	$0.149	$0.149
Winback**	$0.149	$0.149
Evergreen***	$0.139	$0.139

* Requires a monthly minimum of $10.00 for intrastate services.
** Customer must be a "save" or "winback" customer.
*** Requires a monthly minimum of $20.00 for intrastate services.

B. For calling card calls, the rates are:

	First 60 Seconds or Fraction	Each Add'l 60 Seconds or Fraction
Standard/Preferred/Winback	$0.226	$0.226
Evergreen	$0.189	$0.189

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

10.1.7 International Plus Prepaid Calling Service

10.1.7.1 General Description

A. Company offers International Plus Prepaid Calling Service throughout the State of South Carolina. Charges are not mileage, time of day or day of the week sensitive.

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

10.1.7.2 Conditions of Service

A. Calls to directory assistance and calls placed to 500, 700, 800, 900, 950 numbers will not be completed using the International Plus Prepaid Calling Service. (C)

B. Calls may only be charged against the International Plus Prepaid Calling Service account that has a sufficient available balance.

C. Non-billable calls will not incur any surcharges, taxes or fees.

D. International Plus Prepaid Calling Service is non-refundable and will expire six months from the date of registration, or when the account balance is depleted, whichever occurs first. Each time the International Plus Prepaid Calling Service is recharged the expiration date is reset for an additional six months.

E. Neither the Company nor any authorized agents shall be liable or responsible for theft, loss, or unauthorized use of any International Plus Prepaid Calling Service accounts.

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

10.1.7 International Plus Prepaid Calling Service (Cont'd)

10.1.7.3 Recharging Feature

A. The Customer has the option to recharge the available balance on the International Plus Prepaid Calling Service account. If an account is recharged, the remaining balance shall be decremented at the rate applicable to the Customer.

B. To recharge the account, the Customer shall call the designated toll-free number and, in response to the automated voice prompts, provide their account information for a major credit card accepted by the Company and the WTN they want to utilize.

C. Customers are not required to recharge their International Plus Prepaid Calling Service account. When the customer's balance is depleted, customer's credit card will be recharged unless the customer has elected to disable the auto recharge function or the charge against the customer's credit card is unsuccessful. The automatic recharge feature is the default setting for all International Plus pre-paid accounts. Customers may choose to disable default features at anytime following the first 60 days of service. Customers electing to disable the auto recharge function should contact customer service or access the calling platform and respond to the appropriate voice prompts. Recharge may occur during a call in order to prevent disruption of that call and uninterrupted service. If a customer's account recharge is unsuccessful, and customer's International Plus Prepaid Calling account only has thirty (30) seconds talk time remaining, an announcement shall be made indicating that the call shall be automatically terminated when the Card's balance is extinguished.

D. The Company may immediately, and without prior notice to the Customer, terminate the recharge option for a particular International Plus Prepaid Calling Service account for any of the reasons specified in Section 2 of this Tariff.

10.1.7.4 Credit Allowance for Interruptions:

A. Customers who experience call interruption due to poor transmission, one-way transmission, or involuntary disconnection of the call may obtain a credit allowance. The credit allowance will be equal to the dollar value or minute equivalent for the duration of the call that is interrupted.

B. In order to receive a credit allowance, the Customer must notify the Company at the designated Customer Service number within 30 days from the date of the interruption. The Customer must also furnish the called number, description of the trouble experienced, approximate time the call was placed, and the duration of the interruption.

C. Credit allowances are not issued for interruptions that are due to the failure of power, equipment or systems not provided by the Company or interruptions that are not properly reported to the company.

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

10.1.7 International Plus Prepaid Calling Service (Cont'd)

10.1.7.5 Fees and Surcharges

A. Payphone Origination: A $0.50 surcharge will be added to all International Plus Prepaid Calling Service calls that originate at payphones. The surcharge will be assessed in addition to any other rates and fees.

B. Surcharge: A 20% surcharge will be assessed for each call made using the International Plus Prepaid Calling Service that originates and terminates between any two points within the state of South Carolina.

C. Non-registered WTNs: A $0.65 surcharge will be applied for any calls made from a non-registered WTN.

D. Universal Service Fee (USF): 2.8900% based on intrastate and interstate revenue.

E. Operator Assisted Calls: A $0.49 per minute surcharge will be applied to all calls placed with the assistance of the Company's operator. The surcharge will be assessed in addition to any other rates and fees. (N) | (N)

10.1.7.6 Timing of Calls

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

10.1.7.7 Billing Minimum and Increments

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

10.1.7.8 Intrastate Rates

Rate Category	Rate Plan	Cents Per Minute Rate	Required Minimum Monthly Intrastate Usage	(N) |
IV	IP 4	$0.096	$0.00	|
III	IP 3*	$0.096	$25.00	|
II	IP 2	$0.080	$50.00	(N)
I	IP 1*	$0.080	$100.00	(C)

* International Plus Prepaid Calling Service customers with service under rate categories I or III are eligible to have the 20% surcharge waived. (N) (N)

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

10.1.7 International Plus Prepaid Calling Service (Cont'd)

10.1.7.9 International Plus Prepaid Calling Service Sign Up Bonus:

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

10.2 Advantage Card Service (ACS) (M)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 10.2.1 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").

10.2.1 Eligibility

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.2 Advantage Card Service (ACS) (Cont'd)

10.2.2 Limitations and Disclaimers - General

A. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed. (T)

B. If earned as specified in 10.2 preceding, Fixed Advantage Calling will be reflected in Customer's first or second through seventh invoices following commencement of ACS service and the ACS Bonus Advantage Calling will be reflected in Customer's eighth invoice following commencement of ACS service.

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

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.2 Advantage Card Service (ACS) (Cont'd)

10.2.2 Limitations and Disclaimers - General (Cont'd)

E. Subject to and in accordance with the provisions of Sections 10.4 and 10.4.6 following, and the eligibility requirements of 10.2.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by 10.2.1 preceding.

F. An ACS Customer must complete a minimum service term of seven (7)invoices with no delinquencies and no bill cycle interruptions in order for its eighth invoice to reflect the applicable Bonus Advantage Calling.

G. An ACS Customer whose service is terminated for cause or which voluntarily terminate Company's service prior to the completion of the minimum seven month service term for Bonus Advantage Calling forfeits all unused credits.

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.2 Advantage Card Service (ACS) (Cont'd)

10.2.3 Limitations and Disclaimers - Shortfalls

An ACS Customer must maintain a monthly minimum of $20.00 in non-calling card charges to avoid shortfall charges. Customer shall be billed the difference between actual charges incurred and the monthly minimum charge of $20.00, the "shortfall charge." For example, if a Customers's actual charges for non-calling card calls are $12.34, a shortfall charge of $7.66 will appear on the invoice. In addition, the Customer's rates are adjusted for the month in which the shortfall occurs to the rates in 10.3.4 following for all non-calling card and calling card usage. While shortfall charges apply to the non-calling card charges of an ACS Customer, the application of the shortfall provisions will not reduce the Fixed Advantage earned for calling card calls and the Customer will be credited with any calling card usage in excess of the total Fixed Advantage available if earned. Compare using the following examples.

Example 1: An ACS Customer is billed $12 for 1+ calling in the month of May and makes $18 worth of calling cards in the same month. The Customer will receive full credit in its June invoice for the $18 of calling card calls, be assessed a shortfall of $8 pursuant to the provisions of this Section 10.2.3, and its rates will be rerated under Section 10.3.4 following.

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.2 Advantage Card Service (ACS) (Cont'd)

10.2.3 Limitations and Disclaimers - Shortfalls (Cont'd)

Example 2: An ACS Customer is billed $7 for 1+ calling in the month of October and makes $26 worth of calling cards in the same month. The Customer will receive full credit ($20) in its November invoice for the $26 of calling card calls and, will be credited with $6 in excess of the calling card usage so that the shortfall assessed pursuant to the provisions of this Section 10.2.3 will be reduced to $7 ($20 minimum in 1+ usage per this Section 10.2.3 - $7 used = $13 shortfall - $6 in excess calling card usage = $7 shortfall under this 10.2.3), and its rates rerated under 10.3.4 following.

Example 3: An ACS Customer is billed $9 for 1+ calling in the month of February and makes $44 worth of calling cards in the same month. The Customer will receive full credit ($20) in its March invoice for the $44 of calling card calls and will not be assessed any shortfall under the provisions of this Section 10.2.3 nor be subject to rerating under 10.3.4 following (because the $9 in 1 + calling and the $24 in calling card calling is in excess of the $20 minimum required by this Section 10.2.3 equals $33 in qualified billings for the month of February).

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.2 Advantage Card Service (ACS) (Cont'd)

10.2.4 Reinstatement

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

10.2.5 Rates

The rates set forth in Section 10.1.6.B apply to ACS calling card calls. (T)

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.2 Advantage Card Service (ACS) (Cont'd)

10.2.6 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 10.2.6.1 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").

10.2.6.1 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).

10.2.6.2 Limitations and Disclaimers - General

A. ACS II is offered only in conjunction with Company's interstate and international companion ACS II offerings as tariffed. (T)

B. If earned as specified in 10.2.6 preceding, Fixed Advantage Calling will be reflected in Customer's first or second through seventh invoices following commencement of ACS II service and the ACS Bonus Advantage Calling will be reflected in Customer's eighth invoice following commencement of ACS II service.

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

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.2 Advantage Card Service (ACS) (Cont'd)

10.2.6 Advantage Card Service II (ACS II)

10.2.6.2 Limitations and Disclaimers - General (Cont'd)

E. Subject to and in accordance with the provisions of Sections 10.4 and 10.4.6following, and the eligibility requirements of 10.2.6.1 preceding, ACS II service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS II service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by 10.2.6.1 preceding.

F. An ACS II Customer must complete a minimum service term of seven (7) invoices with no delinquencies and no bill cycle interruptions in order for its eighth invoice to reflect the applicable Bonus Advantage Calling.

G. An ACS II Customer whose service is terminated for cause or which voluntarily terminates Company's service prior to the completion of the minimum seven month service term for Bonus Advantage Calling forfeits all unused credits.

10.2.6.3 Limitations and Disclaimers - Shortfalls

An ACS II Customer must maintain a monthly minimum of $20.00 in non calling card charges to avoid shortfall charges. Customer shall be billed the difference between actual charges incurred and the monthly minimum charge of $20.00, the "shortfall charge." For example, if a Customers's actual charges for non-calling card calls are $12.34, a shortfall charge of $7.66 will appear on the invoice. In addition, the Customer's rates are adjusted for the month in which the shortfall occurs to the rates in 10.3.4 following for all non-calling card and calling card usage. While shortfall charges apply to the non-calling card charges of an ACS II Customer, the application of the shortfall provisions will not reduce the Fixed Advantage earned for calling card calls and the Customer will be credited with any calling card usage in excess of the total Fixed Advantage available if earned. Compare using the following examples.

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.2 Advantage Card Service (ACS) (Cont'd)

10.2.6 Advantage Card Service II (ACS II)

10.2.6.3 Limitations and Disclaimers - Shortfalls (Cont'd)

Example 1: An ACS II Customer is billed $12 for 1+ calling in the month of May and makes $18 worth of calling cards in the same month. The Customer will receive full credit in its June invoice for the $18 of calling card calls, be assessed a shortfall of $8 pursuant to the provisions of this Section 10.2.6.3, and its rates will be rerated under Section 10.3.4 following.

Example 2: An ACS II Customer is billed $7 for 1+ calling in the month of October and makes $26 worth of calling cards in the same month. The Customer will receive full credit ($20) in its November invoice for the $26 of calling card calls and, will be credited with $6 in excess of the calling card usage so that the shortfall assessed pursuant to the provisions of this Section 10.2.6.3 will be reduced to $7 ($20 minimum in 1+ usage per this Section 10.2.6.3 - $7 used = $13 shortfall - $6 in excess calling card usage = $7 shortfall under this 10.2.6.3), and its rates rerated under 10.3.4 following.

Example 3: An ACS II Customer is billed $9 for 1+ calling in the month of February and makes $44 worth of calling cards in the same month. The Customer will receive full credit ($20) in its March invoice for the $44 of calling card calls and will not be assessed any shortfall under the provisions of this Section 10.2.6.3 nor be subject to rerating under 10.3.4 following (because the $9 in 1 + calling and the $24 in calling card calling is in excess of the $20 minimum required by this Section 10.2. 6.3 equals $33 in qualified billings for the month of February).

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.2 Advantage Card Service (ACS) (Cont'd)

10.2.6 Advantage Card Service II (ACS II)

10.2.6.4 Reinstatement

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

10.2.6.5 Rates

The rates set forth in Section 10.1.6.B apply to ACS II calling card calls. (T)

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

10.3 Miscellaneous Charges

10.3.1 Remote Access Surcharge:

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

Per Call $0.30 (I)

10.3.2 Calling Card Call Set-Up Charge

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.3 Miscellaneous Charges (Cont'd)

10.3.3 Reserved For Future Use

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.3 Miscellaneous Charges (Cont'd)

10.3.4 Minimum Account Charges ("MACs")

A Customer's tariffed 1+ and toll free access, calling card and MSF (monthly service fee) rates will be adjusted whenever the aggregate of the Customer's charges for all services (including interstate, intrastate, intraLATA, international and calling card services, but exclusive of fees, assessments, taxes and surcharges) for any two consecutive invoices are less than $20.00 ("MAC threshold").

Tariffed Rates	MAC Adjusted Rates
1+ and toll free access services	Tariffed rate plus $0.10 per applicable billing increment.*
Calling Card Service	$0.226 per applicable billing increment for all calls plus a call set up charge of $0.50.

*Example: If the current rate of a customer to which the provisions of this section apply is $0.149 per applicable billing increment, the FAIR rate is $0.249 per billing increment, including the minimum billing increment. MAC adjusted rates appear on Customer's next immediate invoice following the second consecutive invoice whose charges are below the MAC threshold. Customers may request suspension of further MAC charges in accordance with section 10.3.4.1 and 10.3.4.2 following (i.e., Customer will be returned to the previous rate plans applicable to its services prior to its charges falling below the MAC threshold). MAC adjusted rates also apply to all periods of service for Customers qualifying as a Company "save" or "winback" Customer.

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.3 Miscellaneous Charges (Cont'd)

10.3.4 Minimum Account Charges ("MACS") (Cont'd)

10.3.4.1 Reinstatement Option A

After receiving direct notice from Company's Customer Care or through receipt of the invoice for MAC rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of $40.00 per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed $40.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MAC rates. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to reach the MAC threshold of charges over any two subsequent consecutive invoices, all applicable MAC charges would be reinstated and billed on the next immediately following invoice.

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.3 Miscellaneous Charges (Cont'd)

10.3.4 Minimum Account Charges ("MACS") (Cont'd)

10.3.4.2 Reinstatement Option B

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MAC rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of $40.00 per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed $20.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), for the reinstatement and following invoice (two invoices), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MAC rates and charged a monthly fee of $4.95. Any Customers whose rates have been reinstated as provided herein shall continue to receive said rates so long as each subsequent invoice meets the $20.00 service rate threshold and the monthly fee of $4.95 is paid on a timely basis. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to reach the MAC threshold of charges over any two subsequent consecutive invoices, all applicable MAC charges would be reinstated and billed on the next immediately following invoice.

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.3 Miscellaneous Charges (Cont'd)

10.3.5 Mid-Level Account Charges ("MACII")

A Customer's tariffed 1+ and toll free access, calling card and MSF (monthly service fee) rates will be adjusted whenever the aggregate of the Customer's charges for all services (including interstate, intrastate, intraLATA, international and calling card services, but exclusive of fees, assessments, taxes and surcharges) for any two consecutive invoices after Customer's first two consecutive invoices are at least $20.00, but not more than $39.99 per invoice ("MACII threshold"). MACII adjusted rates also apply to all periods of service for Customers qualifying as a Company "save" or "winback" Customer.

Tariffed Rates	MACII Adjusted Rates
1+ and toll free access services	Tariffed rate plus $0.10 per applicable billing increment.*

*Example: As the current rate of a customer to which the provisions of this section apply is $0.149 per applicable billing increment, the MACII adjusted rate is $0.249 per billing increment, including the minimum billing increment. The MACII adjusted rate billing increment is 60 seconds or a full minute. MACII adjusted rates appear on Customer's next immediate invoice following the second consecutive invoice whose charges are below the MACII threshold. Customers may request suspension of further MACII charges in accordance with Section 10.3.5.1 or 10.3.5.2 following (i.e., Customer will be returned to the previous rate plans applicable to its services prior to its charges falling below the MACII threshold).

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.3 Miscellaneous Charges (Cont'd)

10.3.5 Mid-Level Account Charges ("MACII") (Cont'd)

10.3.5.1 Reinstatement Option A

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MACII rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of $40.00 per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed $40.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MACII rates. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to exceed the MACII ceiling of $39.99 in total charges over any two subsequent consecutive invoices, the MACII adjusted charges would be reinstated and billed on the next immediately following invoice.

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.3 Miscellaneous Charges (Cont'd)

10.3.5 Mid-Level Account Charges ("MACII") (Cont'd)

10.3.5.2 Reinstatement Option B

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MACII rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of $40.00 per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed $20.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), for the reinstatement and following invoice (two invoices), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MACII rates and be charged a monthly fee of $4.95. Any Customers whose rates have been reinstated as provided herein shall continue to receive said rates so long as each subsequent invoice meets the $20.00 service rate threshold and the monthly fee of $4.95 is paid on a timely basis. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to reach the MACII threshold of charges over any two subsequent consecutive invoices, the MACII adjusted charges would be reinstated and billed on the next immediately following invoice.

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.4 Customer Loyalty Plans

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.4 Customer Loyalty Plans (Cont'd)

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

10.4.1 CLPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.

10.4.2 A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CLP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CLP must demonstrate the existence of circumstances substantially and materially like those which justified the CLP as tariffed.

10.4.3 An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that Customer's circumstances.

10.4.4 CLPs are available for all published rates.

10.4.5 Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by International Plus, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this section 10.4.

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.4 Customer Loyalty Plans (Cont'd)

10.4.6 All of the conditions set forth in sections 10.4.1 through and including this section 10.4.6 must exist in order to qualify for the following Customer Loyalty Plans. International Plus shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with International Plus. Additional terms and/or conditions, such as term or volume commitments may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by International Plus prior to institution of the first billing for services under the applicable Customer Loyalty Plans.

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.4 Customer Loyalty Plans (Cont'd)

10.4.7 Customer Loyalty Plans I and II

10.4.7.1 Customer Loyalty Plan I. International Plus Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 10.4.7.1.B will receive a credit on their 13th invoice as provided following.

A. For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive twelve-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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

1. have initiated service under International Plus;
2. have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
3. have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
4. have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by Customer's thirteenth invoice; and
5. pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under 10.4.7.1.A, preceding.

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.4 Customer Loyalty Plans (Cont'd)

10.4.7 Customer Loyalty Plans I and II (Cont'd)

10.4.7.2 Customer Loyalty Plan II. International Plus Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 10.4.7.2.B will receive a credit on their 9th invoice as provided following.

A. For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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

1. have initiated service under International Plus;
2. have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
3. have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
4. 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
5. pay all charges rendered in Customer's ninth invoice in excess of the amount of the applicable credit as calculated under 10.4.7.2.A, preceding.

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.4 Customer Loyalty Plans (Cont'd)

10.4.8 Credit Series for 5th, 11th, 17th, and 23th Invoices

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 23th 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.

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 10.4.8.C 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.

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.4 Customer Loyalty Plans (Cont'd)

10.4.8 Credit Series for 5th, 11th, 17th, and 23th Invoices (Cont'd)

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 invoice and so on; have current usage which exceeds the established minimum monthly usage levels for the applicable service as set forth in 9.2.7 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 twelfth, eighteenth, and twenty-fourth invoices in excess of the amount of the applicable credit as calculated under 10.4.8.B, preceding

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 receive 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.

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.4 Customer Loyalty Plans (Cont'd)

10.4.8 Credit Series for 5th, 11th, 17th, and 23th Invoices (Cont'd)

C. Eligibility (Cont'd)

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 10.4.8.B, preceding, for the 11th, 17th, and 23th invoices; but will not retroactively receive the 5th invoice credit to which it would otherwise have been entitled.

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 the Company's Federal Tariff. (T)

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

10.4 Customer Loyalty Plans (Cont'd)

10.4.9 Billing Option. Where Company determines that in order to save or winback a customer otherwise qualifying for Company's International Plus service and its associated Customer Loyality Plans, Company may base its rates on a minimum call duration set for in the section 10.1.2 preceding. Additional terms and/or conditions, such as 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.

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SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

10.5 International Plus Business Service

Company offers the following International Plus rate plan. Company's standard tariff rate methodology applies in each invoice under this plan. The provisions of Section 3.2 through Section 3.4 preceding apply. 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 6 seconds with the final call segment just prior to effective disconnection rounded to the next full 6 seconds of call duration. The International Plus Rate Plan Rates are follows:

10.5.1 Basic Q Rate Plan

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

Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
$0.0678	$0.0226

10.5.2 Classic Q Rate Plan

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

Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
$0.0621	$0.0207

10.5.3 Classic 2 Rate Plan

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

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

10.5.4 Classic 1 Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0537	$0.0179
Off-Peak/Non-Business Day	$0.0537	$0.0179

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SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

10.5 International Plus Plan Services & Rates (Cont'd)

10.5.5 Universal Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0507	$0.0169
Off-Peak/Non-Business Day	$0.0507	$0.0169

10.5.6 Prime 2 Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0387	$0.0129
Off-Peak/Non-Business Day	$0.0387	$0.0129

10.5.7 Prime 1 Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0357	$0.0119
Off-Peak/Non-Business Day	$0.0357	$0.0119

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

10.5 International Plus Plan Services & Rates (Cont'd)

10.5.8 Super 1 Rate Plan

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

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

10.5.9 Super 2 Rate Plan

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

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

10.5.10 Cairo 1 Rate Plan (T)

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0147	$0.0049
Off-Peak/Non-Business Day	$0.0147	$0.0049

10.5.11 Cairo 2 Rate Plan (N)

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0117	$0.0039
Off-Peak/Non-Business Day	$0.0117	$0.0039

(N)

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

10.5 International Plus Plan Services & Rates (Cont'd)

10.5.12 Limited-Class Switched Rates (T)

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

A. X-1 Rate Plan

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

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

B. X-2 Rate Plan

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

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

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SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

10.6 Rates for Calls Terminated to a Mobile Phone or Pager

All calls terminated to a mobile phone or pager shall be charged the following rates:

Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
$0.0627	$0.0209

10.7 Rates for Calling Cards

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0678	$0.0226
Off-Peak/Non-Business Day	$0.0609	$0.0203

10.8 Reserved for Future Use

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

10.9 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 Cairo 2 Rate Plan contains Carrier's lowest offered rates and Rate Category XI for the Basic Q Rate Plan contains Carrier's top rates.

Table 1

Rate Plan	**Rate Category**
Basic Q	XI
Classic Q	X
Classic 2	IX
Classic 1	VIII
Universal	VII
Prime 2	VI
Prime 1	V
Super 1	IV
Super 2	III
Cairo 1	II
Cairo 2	I

10.9.1 Any Rate Category I-IX customers in service on or before July 15, 2009, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after October 15, 2009, that are reflected on invoices rendered on or after November 15, 2009. (C/I)

10.9.2 Any Rate Category X customers in service on or before July 15, 2009, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category XI, effective for all calls on or after October 15, 2009, that are reflected on invoices rendered on or after November 15, 2009. (C/I)

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SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

10.10 Calling Card "Bong" Charge

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

10.11 Directory Assistance Rate per call:

$1.25

10.12 Miscellaneous Charges

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

Per Call
$0.30

10.13 Reserved for Future Use.

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SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

10.14 "One, Two, Three, Every Third Invoice Free" Promotion

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:

1. A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
2. A credit applied to every third invoice, starting with customer's sixth invoice (6th, 9th, 12th, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

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

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

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

10.15 Customer Loyalty Plans

10.15.1 General Terms and Conditions

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

A. CLPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.

B. A customer or potential customer which is similarly situated may request service under a new or previously tariffed CLP. To qualify as a similarly situated customer for purposes of this Section, the customer seeking the CLP must demonstrate the existence of circumstances substantially and materially like those which justified the CLP as tariffed.

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SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

10.15 Customer Loyalty Plans (Cont'd)

10.15.1 General Terms and Conditions (Cont'd)

C. An existing customer or potential customer unable to demonstrate being similarly situated under a tariffed CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that customer's circumstances.

D. CLPs are available for all published rates.

E. Whenever a customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 10.

F. All of the conditions set forth above must exist in order to qualify for the following Customer Loyalty Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Loyalty Plans.

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SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

10.15 Customer Loyalty Plans (Cont'd)

10.15.2 Customer Loyalty Plan I

International Plus Service customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th invoice as provided following.

A. For each five invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive five-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

B. **Eligibility**. To be eligible for the 6th invoice free bonus, each customer must:

- have initiated service under International Plus Service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable International Plus Service;
- have no record of nonpayment in any of the preceding consecutive five-month period of service;
- have received five consecutive and uninterrupted invoices over the preceding five-month period;
- have selected the 6th invoice free bonus incentive prior to the first day in the period of service covered by customer's fifth invoice; and
- pay all charges rendered in customer's fifth invoice in excess of the amount of the applicable credit as calculated under Section 10.15.2.A preceding.

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SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

10.15 Customer Loyalty Plans (Cont'd)

10.15.3 Customer Loyalty Plan II

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

- have initiated service under the International Plus Service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable International Plus Service;
- have no record of nonpayment in any of the preceding consecutive eight-month period of service;
- have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
- have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by customer's eighth invoice; and
- pay all charges rendered in customer's eighth invoice in excess of the amount of the applicable credit as calculated under Section 10.15.3.A preceding.

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SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

10.15 Customer Loyalty Plans (Cont'd)

10.15.4 Customer Loyalty Plan III

International Plus Service customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 13th invoice as provided following.

A. For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive twelve-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

B. **Eligibility**. To be eligible for the 13th invoice free bonus, each customer must:

- have initiated service under the International Plus Service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable International Plus Service;
- have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
- have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
- have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by customer's twelfth invoice; and
- pay all charges rendered in customer's twelfth invoice in excess of the amount of the applicable credit as calculated under Section 10.15.4.A preceding.

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SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

10.15 Customer Loyalty Plans (Cont'd)

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

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

B. **Free Minutes Bonus Incentive.** Customers who qualify as either a "winback" or "save" shall be awarded 500 free minutes of either domestic United States interstate calling or intrastate calling, based on the lower of the two rates.

10.15.6 Non-Voice Communications

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

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

10.16 Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in Section 10.16.1 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").

10.16.1 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).

10.16.2 Limitations and Disclaimers

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

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).

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

10.16 Advantage Card Service (ACS) (Cont'd)

10.16.2 Limitations and Disclaimers (Cont'd)

E. Subject to and in accordance with the provisions of Section 3.4 preceding and the eligibility requirements of Section 10.16.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such customers; provided that at the time customer is "saved" or "wonback," customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by Section 10.16.1 preceding.

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

10.16.3 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.

10.16.4 Rates

The rates in Section 10.7 preceding apply to the International Plus ACS service.

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

10.17 Customer Advantage Plans ("CAPs")

10.17.1 General Terms and Conditions

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

A. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.

B. A customer or potential customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated customer for purposes of this Section, the customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

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

10.17.1 General Terms and Conditions (Cont'd)

C. An existing customer or potential customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that customer's circumstances.

D. CAPs are available for all published rates.

E. Whenever a customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 10.

F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.

G. To receive the Invoice Free CAPs pursuant to Section 10.17.2 through and including Section 10.17.5 following, a customer must call Customer Care before the issuance date of each credit bearing invoice to verify customer eligibility, except as otherwise provided following.

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

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

10.17.2 Customer 6th and 12th Invoice Advantage Plan

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

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

B. **Eligibility**. To be eligible for the 6th and 12th invoice free bonuses, each customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive monthly qualifying periods (5 and 11 months) of service;
- have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
- have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by customer's fifth invoice; and
- pay all charges rendered in customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under Section 10.17.2.A preceding.

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

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

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

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

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

B. **Eligibility**. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive monthly qualifying periods (5, 9, and 13 months) of service;
- have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
- have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by customer's fifth invoice; and
- pay all charges rendered in customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under Section 10.17.3.A preceding.

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

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

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

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

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

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

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

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

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

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than $50.00;
- have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
- have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by customer's fifth invoice; and
- pay all charges rendered in customer's fifth and related eighth, twelfth, eighteenth, twenty-first, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under Section 10.17.4.A preceding.
- contact Company's Customer Care Department to confirm eligibility and to activate the Promotion. A customer must contact Customer Care prior to the last day in the period of service covered by customer's fifth invoice in order to receive all six invoice credits. A customer who meets and continues to meet all other Eligibility requirements except that it does not contact Customer Care to activate the promotion until a date subsequent to the last day in the period of service covered by customer's fifth invoice, will receive all credits on specified invoices (9th, 13th, 19th, 22nd, and 26th) generated by Company after the required contact with Customer Care is made, but will not retroactively receive a credit for any specified invoice already generated by Company.

Example: A customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The customer will receive credits calculated according to Section 10.17.4.A 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.

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

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

10.17.5 Customer "Welcome Aboard" Advantage Plan

For new customers who meet the eligibility requirements of Section 10.5.1 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.

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

10.18 Service Term Invoice Free Credit

New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 10.18.2 shall receive the Service Term Invoice Free Credit.

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

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

A. Have initiated service under an International Plus Service Plan;

B. Have current usage which exceeds the established minimum monthly usage levels for the applicable International Plus Service Plan;

C. Have no record of nonpayment, delinquencies or issues of credit worthiness;

D. Have received five months of consecutive and uninterrupted service preceding each credit invoice;

E. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and,

F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 10.18.1 preceding.

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

10.19 Service Term Invoice Free Credit II. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 10.19.2 shall receive the Service Term Invoice Free Credit II.

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

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

A. Have initiated service under a International Plus Service Plan;

B. Have current usage which exceeds the established minimum monthly usage levels for the applicable International Plus Service Plan;

C. Have no record of nonpayment, delinquencies or issues of credit worthiness;

D. Have received three months of consecutive and uninterrupted service preceding each credit invoice;

E. Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,

F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 10.19.1, preceding.

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

10.20 Cross Over Special Service Offers

10.20.1 Cross Over Credit (COC)

A. To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Credit" or "COC" equal to 5% of the customer's usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

B. Limitations and Disclaimers

- The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed.
- If earned, as specified in Section 10.20.1.A preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.
- This credit is not available with Company's offering set forth in Section 10.20.2 following.
- The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).
- A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

10.20 Cross Over Special Service Offers (Cont'd)

10.20.2 Cross Over Century Card (COCC)

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

B. Limitations and Disclaimers

- This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed.
- The COCC card will be issued following Customer's commencement of service.
- This offer is not available with Company's 5% credit offer set forth in Section 10.20.1 preceding.
- The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.
- Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.

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

SECTION 10 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

10.20 Cross Over Special Service Offers (Cont'd)

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

B. Limitations and Disclaimers (Cont'd)

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

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

- COCC calls must originate and terminate from locations in the state from areas served with equal access. COCC calls are rated at $0.75 per minute of use and are distance, day-of-week, and time-of-day insensitive. Non-transport charges do not apply.

- If at any time prior to the completion of its use period, any of customer's services is terminated for cause, for any service customer in its discretion terminates, or should customer fail at any time to comply with the conditions of this Section, at the time of termination or failure of compliance, the unused value of the COCC card shall be cancelled immediately by Company.

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES

11.1 INETBA Service

The Internet Business Association **INETBA Service** offers intrastate interexchange services in exclusive combination with its Internet Web page design and hosting services and its Internet Access - DSL services where facilities are available. Any small business which orders Company's Internet Web page design and hosting services and whose usage exceeds the monthly minimum usage levels set forth following and meets the eligibility requirements set forth following is eligible for INETBA Service. INETBA Service is available for calls that originate and terminate within this state, and includes 1+ Outbound, Toll Free Access (800/888/877), and Calling Card calling. All provisions of Sections 1, 2, 3.2, and 4.4 - 4.5 of this tariff apply to INETBA Services except as otherwise provided following.

(D)

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.1.1 INETBA Companion Federal Rate Guarantee (T)

A. For a customer who maintains eligibility for and receives service under the INETBA Service, the usage rates for Peak/Business Day hours under this tariff for customers using Company's INETBA Service are guaranteed for the same number of invoices, i.e., 12 invoices for customers whose peak/business day interstate usage rates are $0.069 to $0.149 (6 invoices for any customer whose peak/business day interstate usage rate is $0.059), as the number of invoices guaranteed under Company's INETBA Service for interstate calls as provided in Company's Tariff F.C.C. No. 4. Calling card services are not eligible for this rate guarantee. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive offer.

11.1.2 INETBA Service Terms and Conditions (T)

Each term and condition of this Section 11 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.

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.2 "One, Two, Three, Every Third Invoice Free" Promotion

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:

1. A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
2. A credit applied to every third invoice, starting with customer's sixth invoice (6th, 9th, 12th, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

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

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

11.3 Reserved for Future Use

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.4 INETBA Service Rates

The following INETBA Service Plans, the Basic Q, Classic Q, Classic 2, Classic 1, Universal, Prime 1, Prime 2, Super 1, Super 2, and Cairo Rate Plans are offered. The INETBA Plan Rates are as follows: (T)

11.4.1 Basic Q Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0678	$0.0226
Off-Peak/Non-Business Day	$0.0678	$0.0226

11.4.2 Classic Q Rate Plan

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

Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
$0.0621	$0.0207

11.4.3 Classic 2 Rate Plan

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

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.4 INETBA Service Rates (Cont'd)

11.4.4 Classic 1 Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0537	$0.0179
Off-Peak/Non-Business Day	$0.0537	$0.0179

11.4.5 Universal Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0507	$0.0169
Off-Peak/Non-Business Day	$0.0507	$0.0169

11.4.6 Prime 2 Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0387	$0.0129
Off-Peak/Non-Business Day	$0.0387	$0.0129

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.4 INETBA Service Rates (Cont'd)

11.4.7 Prime 1 Rate Plan

Universal rates are provided to customers whose minimum monthly intrastate usage is over $30.00 at the following rates: (C)

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0357	$0.0119
Off-Peak/Non-Business Day	$0.0357	$0.0119

11.4.8 Super 1 Rate Plan

Super 1 rates are provided to customers whose minimum monthly intrastate usage is over $35.00 at the following rates: (C)

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.4 INETBA Service Rates (Cont'd)

11.4.9 Super 2 Rate Plan

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

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.4 INETBA Service Rates (Cont'd)

11.4.10 Cairo 1 Rate Plan (T)

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0147	$0.0049
Off-Peak/Non-Business Day	$0.0147	$0.0049

11.4.11 Cairo 2 Rate Plan (N)

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0117	$0.0039
Off-Peak/Non-Business Day	$0.0117	$0.0039

(N)

11.4.12 **Directory Assistance Charge:** $1.25/per call (M)

11.4.13 **Remote Access Surcharge:** A surcharge applies to all calls originated at payphones using a service access code. (M)

Per Call: $0.30

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.4 INETBA Service Rates (Cont'd)

11.4.14 Limited-Class Switched Rates

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

A. X-1 Rate Plan

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

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

(N)

B. X-2 Rate Plan (N)

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

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

(N)

11.4.15 - 11.4.16 **Reserved for future use.** (M/T)

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.4 INETBA Service Rates (Cont'd)

Reserved for Future Use

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.4 INETBA Service Rates (Cont'd)

Reserved for Future Use

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.4 INETBA Service Rates (Cont'd)

11.4.17 Rates for Calls Terminated to a Mobile Phone or Pager

(T)

From and after February 4, 2000, all calls terminated to a mobile phone or pager shall be charged the following rates: (T)

Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
$0.0627	$0.0209

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.5 INETBA Service Rates for Calling Cards (M)

Rates for calling card calls are time of day sensitive.

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0678	$0.0226
Off-Peak/ Non-Business Day	$0.0609	$0.0203

*** All Material Now Appearing On This Page Formerly Appeared On Original Page 62. ***

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.6 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 Cairo 2 Rate Plan contains Carrier's lowest offered rates and Rate Category XI for the Basic Q Rate Plan contains Carrier's top rates.

Table 1

Rate Plan	**Rate Category**
Basic Q	XI
Classic Q	X
Classic 2	IX
Classic 1	VIII
Universal	VII
Prime 2	VI
Prime 1	V
Super 1	IV
Super 2	III
Cairo 1	II
Cairo 2	I

11.6.1 Any Rate Category I-IX customers in service on or before July 15, 2009, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after October 15, 2009, that are reflected on invoices rendered on or after November 15, 2009. (C/I)

11.6.2 Any Rate Category X customers in service on or before July 15, 2009, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category XI, effective for all calls on or after October 15, 2009, that are reflected on invoices rendered on or after November 15, 2009. (C/I)

11.6.3 Reserved for Future Use.

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SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.7 INETBA Service Customer Loyalty Plans

_____11.7.1 General Terms and Conditions

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

A. CLPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.

B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CLP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CLP must demonstrate the existence of circumstances substantially and materially like those which justified the CLP as tariffed.

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.7 INETBA Service Customer Loyalty Plans (Cont'd)

11.7.1 General Terms and Conditions (Cont'd)

C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that Customer's circumstances.

D. CLPs are available for all published rates.

E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 11.

F. All of the conditions set forth above must exist in order to qualify for the following Customer Loyalty Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Loyalty Plans.

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.7 INETBA Service Customer Loyalty Plans (Cont'd)

11.7.2 Customer Loyalty Plan I

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

11.7.2.1 For each five invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive five-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (T) (N) (N)

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

- have initiated service under INETBA Service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA Service;
- have no record of nonpayment in any of the preceding consecutive five-month period of service;
- have received five consecutive and uninterrupted invoices over the preceding five-month period;
- have selected the 6th invoice free bonus incentive prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth invoice in excess of the amount of the applicable credit as calculated under 11.7.2.1 preceding.

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.7 INETBA Service Customer Loyalty Plans (Cont'd)

11.7.3 Customer Loyalty Plan II

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

11.7.3.1 For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (T) (N) (N)

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

- have initiated service under the INETBA Service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA Service;
- have no record of nonpayment in any of the preceding consecutive eight-month period of service;
- have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
- have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by Customer's eighth invoice; and
- pay all charges rendered in Customer's eighth invoice in excess of the amount of the applicable credit as calculated under 11.7.3.1 preceding.

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.7 INETBA Service Customer Loyalty Plans (Cont'd)

11.7.4 Customer Loyalty Plan III

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

11.7.4.1 For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive twelve-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (T) (N) (N)

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

- have initiated service under the INETBA Service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA Service;
- have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
- have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
- have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by Customer's twelfth invoice; and
- pay all charges rendered in Customer's twelfth invoice in excess of the amount of the applicable credit as calculated under 11.7.4.1, preceding.

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.7 INETBA Service Customer Loyalty Plans (Cont'd)

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

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

11.7.5.2Free Minutes Bonus Incentive. Customers who qualify as either a "winback" or "save" shall be awarded 500 free minutes of either domestic United States interstate calling or intrastate calling, based on the lower of the two rates.

11.7.6 Non-Voice Communications

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

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.8 INETBA Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 11.8.1 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").

11.8.1 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).

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.8 INETBA Advantage Card Service (ACS) (Cont'd)

11.8.2 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).

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.8 INETBA Advantage Card Service (ACS) (Cont'd)

11.8.2 Limitations and Disclaimers (Cont'd)

E. Subject to and in accordance with the provisions of Section 3.4 preceding and the eligibility requirements of 11.8.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by 11.8.1 preceding.

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

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.8 INETBA Advantage Card Service (ACS) (Cont'd)

11.8.3 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.

11.8.4 Rates

The rates in Section 11.5 preceding apply to the INETBA ACS service.

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.9 Customer Advantage Plans ("CAPs")

11.9.1 General Terms and Conditions

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

A. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.

B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

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

11.9.1 General Terms and Conditions (Cont'd)

C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.

D. CAPs are available for all published rates.

E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 11.

F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.

G. To receive the Invoice Free CAPs pursuant to 11.9.2 through and including 11.9.6 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility except as otherwise provided following. (C)

(C)

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

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

11.9.2 Customer 6th and 12th Invoice Advantage Plan

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

A. For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice and for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (T) (T) (N) (N)

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

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
- have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
- have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
- pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under 11.9.2.A, preceding.

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

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

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

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

A. For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice, for the consecutive nine-month period preceding Customer's 10th invoice, and for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (T) | (T) (N) (N)

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

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9, and 13 months) of service;
- have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
- have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under 11.9.3.A, preceding.

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

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

11.9.4 Customer "Thanks for Taking the Time" Advantage Plans

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

On and after August 14, 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.

A. 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

B. 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 Unit Value @ 60 seconds or Fraction	Incremental Call Unit Value @ 60 seconds or Fraction
$0.226	$0.226

C. Availability. Company's TTT-1 service promotion is available on and after August 14, 2000 until February 14, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

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

11.9.4 Customer "Thanks for Taking the Time" Advantage Plans

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

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

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

11.9.4 Customer "Thanks for Taking the Time" Advantage Plans (T)

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

On and after August 14, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" service promotion. (C)

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	Monthly Usage Volume
$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	Incremental Call Unit Value @ 60 seconds or Fraction
$0.226	$0.226

C. Availability. Company's TTT service promotion is available on and after August 14, 2000, until February 14, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

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

11.9.4 Customer "Thanks for Taking the Time" Advantage Plans (T)

11.9.4.2"Thanks for Taking the Time" -2 ("TTT-2") Advantage Plan (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 11.9.4.1 preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 11.1 preceding.

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

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

11.9.5 Customer S&W Prepaid Advantage Plan

On and after August 14, 2000, any customer which qualifies as a "save" or "winback" customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the "saved" or "wonback" Customer's immediately preceding full month's (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis. (C)

Table

Customer's Prior Month's Non-Calling Card Charges*	2.5 Factor	S&W Calling Card 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

(C)

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

(C)

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

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

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

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

Minimum Call Unit @ 60 seconds or Fraction	Incremental Call Unit @ 60 seconds or Fraction
$0.226	$0.226

11.9.5.2 Availability. Company's S&W Card service promotion is available on and after August 14, 2000, until February 14, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

(C)

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

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

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

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

11.9.5.4 Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section 11.9.5.1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 11.1 preceding. (C)

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

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

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

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

11.9.6.1 For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice; for the consecutive eight-month period preceding Customer's 9th invoice; for the consecutive twelve-month period preceding Customer's 13th invoice; for the consecutive eighteen-month period preceding Customer's 19th invoice; for the consecutive twenty-one-month period preceding Customer's 22nd invoice and for the consecutive twenty-five month period preceding Customer's 26th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (T) | | | | | (T) (N) (N)

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

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

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

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

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than $50.00;
- have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
- have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related eighth, twelfth, eighteenth, twenty-first, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under 11.9.6.1, preceding.

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

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

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

11.9.6.2 (Cont'd)

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

Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 11.9.6.1 preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

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

11.9.7 Customer "Welcome Aboard" Advantage Plan

For new Customers who meet the eligibility requirements of Section 11.9.1 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.

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

Customers whose rates are adjusted pursuant to 11.4.9 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 11.4.9. (T)

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.10 Service Term Invoice Free Credit. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 11.10.2 shall receive the Service Term Invoice Free Credit.

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

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

A. Have initiated service under an INETBA Service Plan;

B. Have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA Service Plan;

C. Have no record of nonpayment, delinquencies or issues of credit worthiness;

D. Have received five months of consecutive and uninterrupted service preceding each credit invoice;

E. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and,

F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 11.10.1, preceding.

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.11 Service Term Invoice Free Credit II. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 11.11.2 shall receive the Service Term Invoice Free Credit II.

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

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

A. Have initiated service under an INETBA Service Plan;

B. Have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA Service Plan;

C. Have no record of nonpayment, delinquencies or issues of credit worthiness;

D. Have received three months of consecutive and uninterrupted service preceding each credit invoice;

E. Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,

F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 11.11.1, preceding.

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.12 Cross Over Special Service Offers

11.12.1 Cross Over Credit (COC)

A. To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Credit" or "COC" equal to 5% of the customer's usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

B. Limitations and Disclaimers

- The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.

- If earned, as specified in Section 11.12.1.A preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.

- This credit is not available with Company's offering set forth in Section 11.12.2 following.

- The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).

- A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.12 Cross Over Special Service Offers (Cont'd)

11.12.2 Cross Over Century Card (COCC)

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

B. Limitations and Disclaimers

- This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
- The COCC card will be issued following Customer's commencement of service.
- This offer is not available with Company's 5% credit offer set forth in Section 11.12.1 preceding.
- The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.
- Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.

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

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.12 Cross Over Special Service Offers (Cont'd)

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

B. (Cont'd)

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

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

- COCC calls must originate and terminate from locations in the state from areas served with equal access. COCC calls are rated at $0.75 per minute of use and are distance, day-of-week, and time-of-day insensitive. Non-transport charges do not apply.

- If at any time prior to the completion of its use period, any of customer's services is terminated for cause, for any service customer in its discretion terminates, or should customer fail at any time to comply with the conditions of this Section, at the time of termination or failure of compliance, the unused value of the COCC card shall be cancelled immediately by Company.

*** All Material on this Page Is New ***

SECTION 12 - INETBA "E-Service"

12.1 INETBA "E-Service"

INETBA E-Service offers Company's intrastate interexchange services in exclusive combination with its Internet Web page design and hosting services and its Internet Access - DSL services where facilities are available. Any business which orders Company's Internet Web page design and hosting services and who meets all other eligibility requirements set forth in this tariff for INETBA E-Service is eligible for INETBA E-Service. INETBA E-Service is available for calls that originate and terminate within this state, and includes 1+ Outbound, Toll Free Access (800/888/877), and Calling Card calling.

For informational purposes, the terms and conditions of Company's Internet Services most significantly related to Company's tariffed interexchange telecommunications services, namely, Company's Web page design, Web page hosting and domain name registration services (collectively, Company's "Internet Services") are set forth following.

A. Internet Services are available to customers of Company's interexchange telecommunications services as tariffed herein and to other end users.

B. A non-recurring set up charge applies which may be waived pursuant to promotional offers provided by the Company, which if such promotions involve tariffed services will be tariffed herein prior to their effectiveness.

Internet Service Set-Up Charge	$499.00

C. A recurring charge for Internet Web page hosting services applies as follows.

Standard Hosting Charge	$69.95/month
Discounted Hosting Charge	$39.95/month*

* Customer required to take Company's tariffed interexchange telecommunications services.

D. Subject to E following, no charge is made for customers of Company's Internet Services for registering a customer's domain name.

*** All Material on this Page Is New ***

SECTION 12 - INETBA "E-Service"

12.1 INETBA "E-Service" (Cont'd)

E. Termination charges apply to any combined tariffed and Internet Services customer canceling its tariffed telecommunications services during the first 12 months following its service commencement date.

Termination Charges

Web Site Set Up	$249.00
Domain Name Registration	$ 70.00

SECTION 12 - INETBA "E-Service" (Cont'd)

12.1 INETBA "E-Service" (Cont'd)

12.1.1 All INETBA E-Service 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.

12.1.2 To be eligible for INETBA E-Service, 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.

12.1.3 INETBA E-Service Terms and Conditions

Each term and condition of this Section 12 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.

12.1.4 Companion Federal Rate Guarantee

A. For a customer who maintains eligibility for and receives service under the INETBA E-Service, the rates are guaranteed for the same number of invoices, i.e., 12 invoices for customers whose peak/business day interstate usage rates are $0.069 to $0.149 (6 invoices for any customer whose peak/business day interstate usage rate is $0.059), as the number of invoices guaranteed under Company's INETBA E-Service for interstate calls as provided in Company's Tariff F.C.C. No. 4. Calling card services are not eligible for this rate guarantee. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive offer. (T) (C) | | (C)

(N)
(N)

SECTION 12 - INETBA "E-Service" (Cont'd)

12.2 INETBA E-Service Rates

Subject to 12.2.16, the following INETBA E-Service Plans, the Basic Q, Classic Q, Classic 2, Classic 1, Universal, Prime 1, Prime 2, Super and Super U Rate Plans are offered. The INETBA E-Service Plan Rates are as follows: (D/T)

12.2.1 Basic Q Rate Plan (D/T)

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0678	$0.0226
Off-Peak/Non-Business Day	$0.0678	$0.0226

12.2.2 Classic Q Rate Plan

Except as provided in 12.2.10.A following, Classic Q rates are provided customers whose minimum monthly intrastate usage is over $5.00 at the following rates: (N)

(T)

Minimum Call Unit or Fraction - 18 Secs.	Incremental Call Unit or Fraction - 6 Secs.
$0.0621	$0.0207

(T)

12.2.3 Classic 2 Rate Plan

Except as provided in 12.2.10.B following, Classic 2 rates are provided to customers whose minimum monthly intrastate usage is over $10.00 at the following rates:

	Minimum Call Unit or Fraction - 18 Secs.	Incremental Call Unit or Fraction - 6 Secs.
Peak/Business Day	$0.0567	$0.0189
Off-Peak/Non-Business Day	$0.0567	$0.0189

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.2.4 Classic 1 Rate Plan (T)

Except as provided in section 12.2.10.B following, Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over $15.00 at the following rates: (T)

	Minimum Call Unit or Fraction - 18 Secs.	Incremental Call Unit or Fraction - 6 Secs.
Peak/Business Day	$0.0537	$0.0179
Off-Peak/Non-Business Day	$0.0537	$0.0179

12.2.5 Universal Rate Plan

Except as provided in section 12.2.10.B following, Universal rates are provided to customers whose minimum monthly intrastate usage is over $20.00 at the following rates: (T)

(T)

	Minimum Call Unit or Fraction - 18 Secs.	Incremental Call Unit or Fraction - 6 Secs.
Peak/Business Day	$0.0507	$0.0169
Off-Peak/Non-Business Day	$0.0507	$0.0169

12.2.6 Prime 2 Rate Plan

Except as provided in section 12.2.10.B following, Prime 2 rates are provided to customers whose minimum monthly intrastate usage is over $25.00 at the following rates:

(T)

	Minimum Call Unit or Fraction - 18 Secs.	Incremental Call Unit or Fraction - 6 Secs.
Peak/Business Day	$0.0387	$0.0129
Off-Peak/Non-Business Day	$0.0387	$0.0129

(T)

12.2.7 Prime 1 Rate Plan

Except as provided in section 12.2.10.B following, Prime 1 rates are provided to customers whose minimum monthly intrastate usage is over $30.00 at the following rates:

	Minimum Call Unit or Fraction - 18 Secs.	Incremental Call Unit or Fraction - 6 Secs.
Peak/Business Day	$0.0357	$0.0119
Off-Peak/Non-Business Day	$0.0357	$0.0119

(T)

(T)

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.2.8 Super 1 Rate Plan (T)

Except as provided in section 12.2.10.B following, Super 1 rates are provided to customers whose minimum monthly intrastate usage is over $35.00 at the following rates: (T)

	Minimum Call Unit or Fraction - 18 Secs.	Incremental Call Unit or Fraction - 6 Secs.
Peak/Business Day	$0.0327	$0.0109
Off-Peak/Non-Business Day	$0.0327	$0.0109

12.2.9 Super 2 Rate Plan

Except as provided in section 12.2.10.B following, Super 2 rates are provided to customers whose minimum monthly interstate usage is over $40.00 at the following rates: (T)

(T)

	Minimum Call Unit or Fraction - 18 Secs.	Incremental Call Unit or Fraction - 6 Secs.
Peak/Business Day	$0.0297	$0.0099
Off-Peak/Non-Business Day	$0.0297	$0.0099

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.2.10 Rate Plan Adjustments for Non-Calling Plan Customers

A. Subject to 12.4.14 following, the off-peak/non-business rates in 12.2.2 preceding for Classic Q 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 19, 2000, shall be rated at the Basic Q rates as set forth in 12.2.1 preceding.

B. Subject to 12.4.14 following, the off-peak/non-business rates in Section 12.2.3 through and including Section 12.2.9 preceding for 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 19, 2000, shall be rated at the Classic Q rates as set forth in 12.2.2 preceding.

12.2.11 Rate Plan Adjustment for Customers Billing $50.00 or Less (N/I)

A. Any Rate Category I-VII customer (as defined in Table 1 of Section 12.3) in service before August 30, 2001, whose services are not part of an unexpired term plan or usage rate guarantee and which are not subject to treatment procedures, and who billed $50.00 or less in intrastate calling charges on their November invoice, shall have their peak/business day rates adjusted upward by two Rate Categories effective December 1, 2001. (N/I)

B. Any Rate Category VIII customer (as defined in Table 1 of Section 12.3) in service before August 30, 2001, whose services are not part of an unexpired term plan or rate guarantee and which are not subject to treatment procedures, and who billed $50.00 or less in intrastate calling charges on their November invoice, shall have their peak/business day rates adjusted to Rate Category IX effective December 1, 2001. (N/I)

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

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.2.12 Limited-Class Switched Rates

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

A. X-1 Rate Plan

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

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

B. X-2 Rate Plan

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

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

SECTION 12 - INETBA "E-Service" (Cont'd)

12.2 INETBA E-Service Rates (Cont'd)

12.2.13 to 12.2.15 Reserved For Future Use. (T)

12.2.16 Rates for Calls Terminated to a Mobile Phone or Pager

All calls terminated to a mobile phone or pager shall be charged the following rates:

Minimum Call Unit or Fraction - 18 Secs.	Incremental Call Unit or Fraction - 6 Secs.
$0.0627	$0.0209

*** All Material on this Page Is New ***

SECTION 12 - INETBA "E-Service" (Cont'd)

12.2 INETBA E-Service Rates (Cont'd)

12.2.17 INETBA E-Service Rates for Calling Cards

Rates for calling card calls are time of day sensitive.

	Minimum Call Unit or Fraction - 18 Secs.	Incremental Call Unit or Fraction - 6 Secs.
Peak/Business Day	$0.0609	$0.0203
Off-Peak/Non-Business Day	$0.0678	$0.0226

SECTION 12 - INETBA "E-Service" (Cont'd)

12.3 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 IX for the Basic Q Rate Plan contains Carrier's top rates.

Table 1

Rate Plan	Rate Category
Basic Q	IX
Classic Q	VIII
Classic 2	VII
Classic 1	VI
Universal	V
Prime 2	IV
Prime 1	III
Super 1	II
Super 2	I

12.3.1 Any Rate Category I-VII customers in service on or before June 30, 2003, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after October 1, 2003, that are reflected on invoices rendered on or after November 1, 2003. (C/I)

12.3.2 Any Rate Category VIII customers in service on or before June 30, 2003, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category IX, effective for all calls on or after October 1, 2003, that are reflected on invoices rendered on or after November 1, 2003. (C/I)

12.3.3 Reserved for Future Use.

*** All Material on this Page Is New ***

SECTION 12 - INETBA "E-Service" (Cont'd)

12.4 INETBA E-Service Customer Advantage Plans ("CAPs")

12.4.1 General Terms and Conditions

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

A. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.

B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.

*** All Material on this Page Is New ***

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.4.1 General Terms and Conditions (Cont'd)

C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.

D. CAPs are available for all published rates.

E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 12.

F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.

G. To receive the Invoice Free CAPs pursuant to 12.4.2 through and including 12.4.7 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility.

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.4.2 Customer Advantage Plan I

INETBA E-Service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 13th invoice as provided following.

12.4.2.1 For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive 12-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (T) (N) (N)

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

- have initiated service under INETBA E-Service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
- have no record of nonpayment in any of the preceding consecutive 12-month period of service;
- have received twelve consecutive and uninterrupted invoices over the preceding 12-month period;
- have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by Customer's 12th invoice; and
- pay all charges rendered in Customer's 12th invoice in excess of the amount of the applicable credit as calculated under 12.4.2.1 preceding.

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.4.3 Customer Advantage Plan II

INETBA E-Service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th invoice as provided following.

12.4.3.1 For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (T) (N) (N)

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

- have initiated service under the INETBA E-Service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
- have no record of nonpayment in any of the preceding consecutive eight-month period of service;
- have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
- have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by Customer's eighth invoice; and
- pay all charges rendered in Customer's eighth invoice in excess of the amount of the applicable credit as calculated under 12.4.3.1 preceding.

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.4.4 Customer Advantage Plan III

INETBA E-Service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th and 13th invoices as provided following.

12.4.4.1 For each eight and immediately succeeding four additional invoices of consecutive uninterrupted service (total of 12 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive eight month period preceding Customer's 9th invoice and for the consecutive twelve-month period preceding Customer's 13th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (T) | | (T) (N) (N)

12.4.4.2 Eligibility. To be eligible for the 9th and 13th invoice free bonuses, each Customer must:

- have initiated service under the INETBA E-Service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (8 and 12 months) of service;
- have received first eight, then four additional consecutive and uninterrupted invoices over the preceding twelve-month period;
- have selected the 9th and 13th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eighth invoice; and
- pay all charges rendered in Customer's eighth and related twelfth invoice in excess of the amount of the applicable credits as calculated under 12.4.4.1, preceding.

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.4.5 Customer Advantage Plan IV

INETBA E-Service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th and 18th invoices as provided following.

12.4.5.1 For each eight and immediately succeeding nine additional invoices of consecutive uninterrupted service (total of 17 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive eight month period preceding Customer's 9th invoice and for the consecutive seventeen-month period preceding Customer's 18th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (T) (T) (N) (N)

12.4.5.2 Eligibility. To be eligible for the 9th and 18th invoice free bonuses, each Customer must:

- have initiated service under the INETBA E-Service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (8 and 17 months) of service;
- have received first eight, then nine additional consecutive and uninterrupted invoices over the preceding seventeen-month period;
- have selected the 9th and 18th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eighth invoice; and
- pay all charges rendered in Customer's eighth and related seventeenth invoice in excess of the amount of the applicable credits as calculated under 12.4.5.1, preceding.

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.4.6 Customer Advantage Plan V

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

12.4.6.1 For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice and for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (T) | (T) (N) (N)

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

- have initiated service under the INETBA E-Service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
- have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
- have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
- pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under 12.4.6.1, preceding.

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.4.7 Customer Advantage Plan VI

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

12.4.7.1 For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice, for the consecutive nine-month period preceding Customer's 10th invoice, and for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (T) | (T) (N) (N)

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

- have initiated service under the INETBA E-Service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9 and 13 months) of service;
- have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
- have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under 12.4.7.1, preceding.

*** All Material on this Page Is New ***

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.4.8 INETBA E-Service Customer Advantage Plan VII - Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 12.4.8.1 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").

12.4.8.1Eligibility

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).

12.4.8.2Limitations 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.

*** All Material on this Page Is New ***

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.4.8 INETBA E-Service Customer Advantage Plan VII - Advantage Card Service (ACS)(Cont'd)

12.4.8.2Limitations and Disclaimers (Cont'd)

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

E. Subject to and in accordance with the eligibility requirements of 12.4.8.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by 12.4.8.1 preceding.

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

*** All Material on this Page Is New ***

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.4.8 INETBA E-Service Customer Advantage Plan VII - Advantage Card Service (ACS)(Cont'd)

12.4.8.3Reinstatement

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.

12.4.8.4Rates

The rates in Section 12.2.17 preceding apply to the INETBA E-Service ACS service.

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.4.9 Customer Advantage Plan VIII - Free Minutes

Customers who qualify as either a "winback" or "save" Shall be awarded 500 free minutes of either domestic United States interstate calling or intrastate calling, based on the lower of the two rates. (C)

12.4.10 Customer Advantage Plan IX - Customer Referral Credit Program ("CRCP")

Company offers each existing Customer a single credit for each validated new customer referred to the Company by the existing Customer. The credit is applied to the existing Customer's charges incurred for services rendered under this tariff.

12.4.10.1 Eligibility. To qualify for this credit, an existing customer must supply Carrier with a new customer's proprietary network information ("CPNI") and either an (1) order for service sufficient to qualify as a valid written Letter of Agency ("LOA"); or (2) the name of the new customer's authorized representative to be contacted by Company's sales and marketing personnel within 90 days of Company's receipt of the designation of the authorized representative by the existing Customer. A new customer or its designated authorized representative must request service commencement within 30 days of the date of the written LOA or 30 days of the date Company's sales and marketing personnel contact with the new customer or its authorized representative.

*** All Material on this Page Is New ***

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.4.10 Customer Advantage Plan IX - Customer Referral Credit Program ("CRCP") (Cont'd)

12.4.10.2 Conditions. The CRCP shall vest only after the new customer referred by the existing Customer completes four consecutive months of service following the new customer's service commencement date without any late payment or other delinquency. Subject to Company's validation of the referred customer's compliance with the requirements of this Section 12.4.10, the CRCP shall appear on the existing Customer's 4th invoice following the service commencement date for the new customer.

12.4.10.3 Credit. Subject to Sections 12.4.10.1 and 12.4.10.2, preceding, the referring existing Customer shall receive a credit equal to ten percent (10%) of the new referred customer's service charges appearing on the final invoice rendered by the new referred customer's previous primary interexchange carrier, once validated by Company, and exclusive of any of the previous carrier's monthly fees, taxes, surcharges, assessments, or other such charges. The CRCP may not exceed $500.00 per new referred customer.

*** All Material on this Page Is New ***

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.4.11 Customer Advantage Plan X - "Thanks for Taking the Time" Promotion - 1

On and after March 3, 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.

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

Denomination	Monthly Usage Volume
$25.00	0 - $49.99
$50.00	$50.00 - $149.99
$150.00	$150.00 - $249.99

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

Minimum Call Unit Value @ 60 seconds or Fraction	Incremental Call Unit Value @ 60 seconds or Fraction
$0.226	$0.226

12.4.11.3 Availability. Company's TTT-1 service promotion is available on and after June 19, 2000 until December 20, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

*** All Material on this Page Is New ***

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.4.11 Customer Advantage Plan X - "Thanks for Taking the Time" Promotion - 1 (Cont'd)

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

All Material On This Page Is New.

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.4.12 Customer Advantage Plan XI - "Thanks for Taking the Time" Promotion - 2 ("TTT-2")

On and after March 3, 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-2") service promotion.

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

Denomination	Monthly Usage Volume
$250.00	$250.00+

12.4.12.2 Rates. The rates for calls using the Company's TTT-2 service are time of day in

Minimum Call Unit Value @ 60 seconds or Fraction	Incremental Call Unit Value @ 60 seconds or Fraction
$0.226	$0.226

12.4.12.3 Availability. Company's TTT-2 service promotion is available on and after March 3, 2000 until October 3, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

All Material On This Page Is New.

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.4.12 Customer Advantage Plan XI - "Thanks for Taking the Time" Promotion - 2 ("TTT-2") (Cont'd)

12.4.12.4 Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT-2 Card prior to the sunset date or Company's discretionary withdrawal of the TTT-2 Card promotion 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.

12.4.12.5 Second Card Availability. During the term of this promotional offering, a second TTT-2 Card in the same denomination listed in section 12.4.12.1 preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 12.1 preceding.

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.4.13 Customer Advantage Plan XII - S&W Prepaid Plan

On and after August 14, 2000, any customer which qualifies as a "save" or "winback" customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the "saved" or "wonback" Customer's immediately preceding full month's (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis. (C)

Table (C)

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

(C)

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

(C)

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.4.13 Customer Advantage Plan XII - S&W Prepaid Plan (Cont'd)

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

Minimum Call Unit @ 60 seconds or Fraction	Incremental Call Unit @ 60 seconds or Fraction
$0.226	$0.226

12.4.13.2 Availability. Company's S&W Card service promotion is available on and after June 19, 2000 until December 20, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

(C)

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.4.13 Customer Advantage Plan XII - S&W Prepaid Plan (Cont'd)

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

12.4.13.4 Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section 12.4.13.1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 12.1 preceding.

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

Customers whose rates are adjusted pursuant to 12.2.10 preceding and who then qualify as a "save" or "winback" customer are eligible to be related to the rates prior to any applicable adjustment made pursuant to 12.2.10. (T)

SECTION 12 - INETBA "E-Service" (Cont'd)

12.4 INETBA E-Service Customer Advantage Plans (Cont'd) (T)

12.4.15-12.4.24 Reserved for Future Use.

SECTION 12 - INETBA "E-Service" (Cont'd)

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

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

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

12.4.25.2 Reserved for Future Use.

(D/T)
|
|

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.4.26 Service Term Invoice Free Credit. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 12.4.26.2 shall receive the Service Term Invoice Free Credit.

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

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

A. Have initiated service under an INETBA E-Service Plan;

B. Have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service Service Plan;

C. Have no record of nonpayment, delinquencies or issues of credit worthiness;

D. Have received five months of consecutive and uninterrupted service preceding each credit invoice;

E. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and,

F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 12.4.26.1, preceding.

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

SECTION 12 - INETBA "E-Service" (Cont'd)

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

12.4.27 Service Term Invoice Free Credit II. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 12.4.27.2 shall receive the Service Term Invoice Free Credit II.

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

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

A. Have initiated service under an INETBA E-Service Plan;

B. Have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service Service Plan;

C. Have no record of nonpayment, delinquencies or issues of credit worthiness;

D. Have received three months of consecutive and uninterrupted service preceding each credit invoice;

E. Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,

F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 12.4.27.1, preceding.

SECTION 12 - INETBA "E-Service" (Cont'd)

12.5 Miscellaneous Charges

12.5.1 Directory Assistance Charge: $1.25/per call

12.5.2 Toll Free Access Service (TFAS) Miscellaneous Charges

12.5.2.1 Account Charge

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

Account Charge: $15.00 Per Account, Per Month

12.5.2.2 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

SECTION 12 - INETBA "E-Service" (Cont'd)

12.5 INETBA E-Service - Miscellaneous Charges (Cont'd)

12.5.3 Remote Access Surcharge

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

Per Call	$0.30

12.5.4 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.

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

SECTION 12 - INETBA "E-Service" (Cont'd)

12.6 Cross Over Special Service Offers

12.6.1 Cross Over Credit (COC)

A. To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Credit" or "COC" equal to 5% of the customer's usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

B. Limitations and Disclaimers

- The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.

- If earned, as specified in Section 12.6.1.A preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.

- This credit is not available with Company's offering set forth in Section 12.6.2 following.

- The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).

- A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

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

SECTION 12 - INETBA "E-Service" (Cont'd)

12.6 Cross Over Special Service Offers (Cont'd)

12.6.2 Cross Over Century Card (COCC)

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

B. Limitations and Disclaimers

- This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
- The COCC card will be issued following Customer's commencement of service.
- This offer is not available with Company's 5% credit offer set forth in Section 12.6.1 preceding.
- The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.
- Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.

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

SECTION 12 - INETBA "E-Service" (Cont'd)

12.6 Cross Over Special Service Offers (Cont'd)

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

B. (Cont'd)

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

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

- COCC calls must originate and terminate from locations in the state from areas served with equal access. COCC calls are rated at $0.75 per minute of use and are distance, day-of-week, and time-of-day insensitive. Non-transport charges do not apply.

- If at any time prior to the completion of its use period, any of customer's services is terminated for cause, for any service customer in its discretion terminates, or should customer fail at any time to comply with the conditions of this Section, at the time of termination or failure of compliance, the unused value of the COCC card shall be cancelled immediately by Company.

(T)

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

(T)

13.1 iVANTAGE NETWORK SOLUTIONS Service

(T)

13.1.1 iVANTAGE NETWORK SOLUTIONS service offers Company's intrastate interexchange services in exclusive combination with its Internet Web page design and hosting services and its Internet Access - DSL services where facilities are available. Any business which orders Company's Internet Web page design and hosting services and who meets all other eligibility requirements set forth in this tariff for iVANTAGE NETWORK SOLUTIONS service is eligible for iVANTAGE NETWORK SOLUTIONS (T)
service. iVANTAGE NETWORK SOLUTIONS service is available for calls that (T)
originate and terminate within this state, and includes 1+ Outbound, Toll Free Access (800/888/877), and Calling Card calling.

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (T)

RESERVED FOR FUTURE USE

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.1 iVANTAGE NETWORK SOLUTIONS Service (Cont'd)

13.1.2 All iVANTAGE NETWORK SOLUTIONS service 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.

13.1.3 To be eligible for iVANTAGE NETWORK SOLUTIONS service, 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.

13.1.4 iVANTAGE NETWORK SOLUTIONS Service Terms and Conditions

Each term and condition of this Section 13 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. (T)

13.1.5 Companion Federal Rate Guarantee

A. For a customer who maintains eligibility for and receives service under the (C)
iVANTAGE NETWORK SOLUTIONS service, the rates are guaranteed for the |
same number of invoices, i.e., 12 invoices for customers whose peak/business day |
interstate usage rates are $0.069 to $0.149 (6 invoices for any customer whose (C)
peak/business day interstate usage rate is $0.059), as the number of invoices
guaranteed under Company's iVANTAGE NETWORK SOLUTIONS Service for
interstate calls as provided in Company's Tariff F.C.C. No. 4. Calling card services (N)
are not eligible for this rate guarantee. To qualify, the customer must contact the (N)
Company and have verified that the customer received a bona fide comparable
competitive offer.

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

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.1 iVANTAGE NETWORK SOLUTIONS Service (Cont'd)

13.1.6 "One, Two, Three, Every Third Invoice Free" Promotion

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:

1. A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
2. A credit applied to every third invoice, starting with customer's sixth invoice (6th, 9th, 12th, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

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

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

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.2 iVANTAGE NETWORK SOLUTIONS Service Rates

Subject to 13.2.16, The following iVANTAGE Network Solutions Service Plans, the Basic Q, Classic Q, Classic 2, Classic 1, Universal, Prime 1, Prime 2, Super 1, Super 2, and Cairo Rate Plans are offered. The iVANTAGE Plan Rates are as follows: (T)

13.2.1 Basic Q Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	Equivalent Call Unit or Fraction
Peak/Business Day	$0.0678	$0.0226	$0.0189
Off-Peak/Non-Business Day	$0.0678	$0.0226	$0.0189

13.2.2 Classic Q Rate Plan

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

Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	Equivalent Call Unit or Fraction
$0.0621	$0.0207	$0.0207

13.2.3 Classic 2 Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	Equivalent Call Unit or Fraction
Peak/Business Day	$0.0567	$0.0189	$0.0189
Off-Peak/Non-Business Day	$0.0567	$0.0189	$0.0189

13.2.4 Classic 1 Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	Equivalent Call Unit or Fraction
Peak/Business Day	$0.0537	$0.0179	$0.0179
Off-Peak/Non-Business Day	$0.0537	$0.0179	$0.0179

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.2. iVANTAGE NETWORK SOLUTIONS Service Rates (Cont'd)

13.2.5 Universal Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	Equivalent Call Unit or Fraction
Peak/Business Day	$0.0507	$0.0169	$0.016
Off-Peak/Non-Business Day	$0.0507	$0.0169	$0.0169

13.2.6 Prime 2 Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	Equivalent Call Unit or Fraction
Peak/Business Day	$0.0387	$0.0129	$0.0129
Off-Peak/Non-Business Day	$0.0387	$0.0129	$0.01290

13.2.7 Prime 1 Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	Equivalent Call Unit or Fraction
Peak/Business Day	$0.0357	$0.0119	$0.0119
Off-Peak/Non-Business Day	$0.0357	$0.0119	$0.0119

13.2.8 Super 1 Rate Plan

Super 1 rates are provided to customers whose minimum monthly intrastate usage is over $35.00 at the following rates: (C)

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	Equivalent Call Unit or Fraction
Peak/Business Day	$0.0327	$0.0109	$0.0109
Off-Peak/Non-Business Day	$0.0327	$0.0109	$0.0109

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.2. iVANTAGE NETWORK SOLUTIONS Service Rates (Cont'd)

13.2.9 Super 2 Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	Equivalent Call Unit or Fraction
Peak/Business Day	$0.0297	$0.0099	$0.0099
Off-Peak/Non-Business Day	$0.0297	$0.0099	$0.0099

13.2.10 Cairo 1 Rate Plan (T)

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	Equivalent Call Unit or Fraction
Peak/Business Day	$0.0147	$0.0049	$0.0049
Off-Peak/Non-Business Day	$0.0147	$0.0049	$0.0049

13.2.11 Cairo 2 Rate Plan (N)

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	Equivalent Call Unit or Fraction
Peak/Business Day	$0.0117	$0.0039	$0.0039
Off-Peak/Non-Business Day	$0.0117	$0.0039	$0.0039

(N)

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

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.2. iVANTAGE NETWORK SOLUTIONS Service Rates (Cont'd)

13.2.12 Limited-Class Switched Rates

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

A. **X-1 Rate Plan**

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

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

B. **X-2 Rate Plan**

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

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

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.2 iVANTAGE NETWORK SOLUTIONS Service Rates (Cont'd)

13.2.13 to 13.2.15 Reserved For Future Use. (T)

13.2.16 Rates for Calls Terminated to a Mobile Phone or Pager

All calls terminated to a mobile phone or pager shall be charged the following rates:

Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	Equivalent Call Unit or Fraction
$0.0627	$0.0209	$0.0209

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.2 iVANTAGE NETWORK SOLUTIONS Service Rates (Cont'd)

13.2.17 iVANTAGE NETWORK SOLUTIONS Service Rates for Calling Cards

Rates for calling card calls are time of day sensitive.

	Equivalent Call Unit or Fraction	Minimum Call Unit (N) or Fraction	Incremental Call Unit or Fraction	
Peak/Business Day	$0.0678	$0.0226	$0.0226	
Off-Peak/Non-Business Day	$0.0609	$0.0203	$0.0203	(N)

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.3 iVANTAGE NETWORK SOLUTIONS 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 Cairo 2 Rate Plan contains Carrier's lowest offered rates and Rate Category XI for the Basic Q Rate Plan contains Carrier's top rates.

Table 1

Rate Plan	Rate Category
Basic Q	XI
Classic Q	X
Classic 2	IX
Classic 1	VIII
Universal	VII
Prime 2	VI
Prime 1	V
Super 1	IV
Super 2	III
Cairo 1	II
Cairo 2	I

13.3.1 Any Rate Category I-IX customers in service on or before July 15, 2009, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after October 15, 2009, that are reflected on invoices rendered on or after November 15, 2009. (C/I)

13.3.2 Any Rate Category X customers in service on or before July 15, 2009, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category XI, effective for all calls on or after October 15, 2009, that are reflected on invoices rendered on or after November 15, 2009. (C/I)

13.3.3 Reserved for Future Use.

SECTION 13 (T)
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (T)

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans ("CAPs")

13.4.1 General Terms and Conditions

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

A. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.

B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.

SECTION 13 (T)
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (T)

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

13.4.1 General Terms and Conditions (Cont'd)

C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.

D. CAPs are available for all published rates.

E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 13.

F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.

G. To receive the Invoice Free CAPs pursuant to 13.4.2 through and including 13.4.7 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility.

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

13.4.2 Customer Advantage Plan I

iVANTAGE NETWORK SOLUTIONS service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 13th invoice as provided following.

13.4.2.1 For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive 12-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (T) (N) (N)

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

- have initiated service under iVANTAGE NETWORK SOLUTIONS service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS service;
- have no record of nonpayment in any of the preceding consecutive 12-month period of service;
- have received twelve consecutive and uninterrupted invoices over the preceding 12-month period;
- have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by Customer's 12th invoice; and
- pay all charges rendered in Customer's 12th invoice in excess of the amount of the applicable credit as calculated under 13.4.2.1 preceding.

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

13.4.3 Customer Advantage Plan II

iVANTAGE NETWORK SOLUTIONS service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th invoice as provided following.

13.4.3.1 For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (T) (N) (N)

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

- have initiated service under iVANTAGE NETWORK SOLUTIONS service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS service;
- have no record of nonpayment in any of the preceding consecutive eight-month period of service;
- have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
- have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by Customer's eighth invoice; and
- pay all charges rendered in Customer's eighth invoice in excess of the amount of the applicable credit as calculated under 13.4.3.1 preceding.

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

13.4.4 Customer Advantage Plan III

iVANTAGE NETWORK SOLUTIONS service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th and 13th invoices as provided following.

13.4.4.1 For each eight and immediately succeeding four additional invoices of consecutive uninterrupted service (total of 12 consecutive invoices), a credit shall be calculated equal to lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive eight month period preceding Customer's 9th invoice and for the consecutive twelve-month period preceding Customer's 13th invoicc; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (T) (T) (N) (N)

13.4.4.2 Eligibility. To be eligible for the 9th and 13th invoice free bonuses, each Customer must:

- have initiated service under iVANTAGE NETWORK SOLUTIONS service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (8 and 12 months) of service;
- have received first eight, then four additional consecutive and uninterrupted invoices over the preceding twelve-month period;
- have selected the 9th and 13th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eighth invoice; and
- pay all charges rendered in Customer's eighth and related twelfth invoice in excess of the amount of the applicable credits as calculated under 13.4.4.1, preceding.

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

13.4.5 Customer Advantage Plan IV

iVANTAGE NETWORK SOLUTIONS service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th and 18th invoices as provided following.

13.4.5.1 For each eight and immediately succeeding nine additional invoices of consecutive uninterrupted service (total of 17 consecutive invoices), a credit shall be calculated equal to the lower of (C)
either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar (T)
charges ("eligible charges"), for the consecutive eight-month period (T)
preceding Customer's 9th invoice and for the consecutive seventeen-month period preceding Customer's 18th invoice; or (ii) a credit which (N)
equals the eligible charges on the invoice in which the credit is applied. (N)

13.4.5.2 Eligibility. To be eligible for the 9th and 18th invoice free bonuses, each Customer must:

- have initiated service under iVANTAGE NETWORK SOLUTIONS service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (8 and 17 months) of service;
- have received first eight, then nine additional consecutive and uninterrupted invoices over the preceding seventeen-month period;
- have selected the 9th and 18th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eighth invoice; and
- pay all charges rendered in Customer's eighth and related seventeenth invoice in excess of the amount of the applicable credits as calculated under 13.4.5.1, preceding.

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

13.4.6 Customer Advantage Plan V

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

13.4.6.1 For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the (C)
average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges (T)
("eligible charges"), for the consecutive five month period preceding (T)
Customer's 6th invoice and for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii) a credit which equals the (N)
eligible charges on the invoice in which the credit is applied. (N)

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

- have initiated service under iVANTAGE NETWORK SOLUTIONS service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
- have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
- have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
- pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under 13.4.6.1, preceding.

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

13.4.7 Customer Advantage Plan VI

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

13.4.7.1 For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice, for the consecutive nine-month period preceding Customer's 10th invoice, and for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (T) | (T) (N) (N)

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

- have initiated service under iVANTAGE NETWORK SOLUTIONS service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9 and 13 months) of service;
- have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
- have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under 13.4.7.1, preceding.

SECTION 13 (T)
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (T)

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd) (T)

13.4.8 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plan VII - Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 13.4.8.1 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").

13.4.8.1 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).

13.4.8.2 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).

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

13.4.8 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plan VII - Advantage Card Service (ACS) (Cont'd) (T)

(T)

13.4.8.2Limitations and Disclaimers (Cont'd)

E. Subject to and in accordance with the eligibility requirements of 13.4.8.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by 13.4.8.1 preceding. (T)

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

13.4.8.3Reinstatement

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.

13.4.8.4Rates

The rates in Section 13.2.17 preceding apply to the iVANTAGE NETWORK SOLUTIONS ACS service.

(T)
(T)

(T)

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iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

(T)

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

13.4.9 Customer Advantage Plan VIII - Free Minutes

Customers who qualify as either a "winback" or "save" shall be awarded 500 free minutes of either domestic United States interstate calling or intrastate calling, based on the lower of the two rates.

13.4.10 Customer Advantage Plan IX - Customer Referral Credit Program (“CRCP”)

Company offers each existing Customer a single credit for each validated new customer referred to the Company by the existing Customer. The credit is applied to the existing Customer’s charges incurred for services rendered under this tariff.

13.4.10.1 Eligibility. To qualify for this credit, an existing customer must supply Carrier with a new customer’s proprietary network information (“CPNI”) and either an (1) order for service sufficient to qualify as a valid written Letter of Agency ("LOA"); or (2) the name of the new customer’s authorized representative to be contacted by Company’s sales and marketing personnel within 90 days of Company’s receipt of the designation of the authorized representative by the existing Customer. A new customer or its designated authorized representative must request service commencement within 30 days of the date of the written LOA or 30 days of the date Company’s sales and marketing personnel contact with the new customer or its authorized representative.

SECTION 13 (T)
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS (T)

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

13.4.10 Customer Advantage Plan IX - Customer Referral Credit Program ("CRCP") (Cont'd)

13.4.10.2 Conditions. The CRCP shall vest only after the new customer referred by the existing Customer completes four consecutive months of service following the new customer's service commencement date without any late payment or other delinquency. Subject to Company's validation of the referred customer's compliance with the requirements of this Section 13.4.10, the CRCP shall appear on the existing Customer's 4th invoice following the service commencement date for the new customer.

13.4.10.3 Credit. Subject to Sections 13.4.10.1 and 13.4.10.2, preceding, the referring existing Customer shall receive a credit equal to ten percent (10%) of the new referred customer's service charges appearing on the final invoice rendered by the new referred customer's previous primary interexchange carrier, once validated by Company, and exclusive of any of the previous carrier's monthly fees, taxes, surcharges, assessments, or other such charges. The CRCP may not exceed $500.00 per new referred customer.

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

13.4.11 Customer Advantage Plan X - "Thanks for Taking the Time" Offering - 1

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 offering. (T) (C)

13.4.11.1 Card Denominations. Under this offering, Company's debit card is available in $25, $50, and $150 denominations based on the end user's monthly volume of usage. (T)

(T)

Denomination	Monthly Usage Volume
$25.00	0 - $49.99
$50.00	$50.00 - $149.99
$150.00	$150.00 - $249.99

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

Minimum Call Unit Value @ 60 seconds or Fraction	Incremental Call Unit Value @ 60 seconds or Fraction
$0.226	$0.226

(C)
(C)

13.4.11.3 Availability. Company's TTT-1 service offering may be terminated in the sole and exclusive discretion of Company.

(C)
(C)

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

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

13.4.11.4 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. (T) (C)

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

13.4.12 Customer Advantage Plan XI - "Thanks for Taking the Time" Offering - 2 ("TTT-2")

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) (C)

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

(T)

Denomination	Monthly Usage Volume
$250.00	$250.00+

13.4.12.2 Rates. The rates for calls using the Company's TTT-2 service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds, with incremental call units rounded to the next whole 60 second increment.

Minimum Call Unit Value @ 60 seconds or Fraction	Incremental Call Unit Value @ 60 seconds or Fraction
$0.226	$0.226

13.4.12.3 Availability. Company's TTT-2 service offering may be terminated in the sole and exclusive discretion of Company. (C)

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

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

(T)

13.4.12.4 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)

(T)

13.4.12.5 Second Card Availability. A second TTT-2 Card in the same denomination listed in section 13.4.12.1 preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 13.1 preceding.

(C)

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

13.4.13 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. (C)

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
25.00	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.

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iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

13.4.13 Customer Advantage Plan XII - S&W Prepaid Plan (Cont'd)

13.4.13.1 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 are rounded to the next whole 60 second increment. (C)

Minimum Call Unit	Incremental Call Unit	(C)
@ 60 seconds or Fraction	@ 60 seconds or Fraction	
$0.226	$0.226	

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

(C)

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iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

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

13.4.13.3 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).

13.4.13.4 Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section 13.4.13.1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 13.1 preceding.

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

Customers whose rates are adjusted pursuant to 13.2.10 preceding and who then qualify as a "save" or "winback" customer are eligible to be related to the rates prior to any applicable adjustment made pursuant to 13.2.10. (T)

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iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

13.4.15-13.4.24 Reserved for Future Use.

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

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

13.4.25.1 "Welcome Back Invoice" Award. Each Customer who qualifies as either a "winback" or "save" shall receive its first invoice free, a "Welcome Back Invoice," that is, a credit equal to the charges for the first period of service (may be less than 30 days). The credit equal to the charges in the Welcome Back Invoice will appear in the invoice for the fourth billing cycle following the service period to which the Welcome Back Invoice applies. (D/T)

13.4.25.2 Reserved for Future Use. (D)

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iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

13.4.26 Service Term Invoice Free Credit. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 13.4.26.2 shall receive the Service Term Invoice Free Credit.

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

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

A. Have initiated service under an iVANTAGE NETWORK SOLUTIONS Service Plan;

B. Have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS Service Plan;

C. Have no record of nonpayment, delinquencies or issues of credit worthiness;

D. Have received five months of consecutive and uninterrupted service preceding each credit invoice;

E. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and, (C)

F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 13.4.26.1, preceding.

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

SECTION 13
iVANTAGE NETWORK SOLUTIONS- INTRASTATE OFFERINGS

13.4 iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans (Cont'd)

13.4.27 Service Term Invoice Free Credit II. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 13.4.27.2 shall receive the Service Term Invoice Free Credit II.

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

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

A. Have initiated service under an iVANTAGE NETWORK SOLUTIONS Service Plan;

B. Have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS Service Plan;

C. Have no record of nonpayment, delinquencies or issues of credit worthiness;

D. Have received three months of consecutive and uninterrupted service preceding each credit invoice;

E. Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,

F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 13.4.27.1, preceding.

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iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.5 Miscellaneous Charges (I)

13.5.1 Directory Assistance Charge $1.25/per call

13.5.2 Toll Free Access Service (TFAS) Miscellaneous Charges

13.5.2.1 Account Charge

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

Account Charge: $15.00 Per Account, Per Month

13.5.2.2 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

SECTION 13
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

13.5 iVANTAGE NETWORK SOLUTIONS Service - Miscellaneous Charges (Cont'd)

13.5.3 Remote Access Surcharge

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

Per Call	$0.30

13.5.4 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.

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

SECTION 13
iVANTAGE NETWORK SOLUTIONS- INTRASTATE OFFERINGS

13.6 Cross Over Special Service Offers

13.6.1 Cross Over Credit (COC)

A. To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Credit" or "COC" equal to 5% of the customer's usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

B. Limitations and Disclaimers

- The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.

- If earned, as specified in Section 13.6.1.A preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.

- This credit is not available with Company's offering set forth in Section 13.6.2 following.

- The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).

- A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

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

SECTION 13
iVANTAGE NETWORK SOLUTIONS- INTRASTATE OFFERINGS

13.6 Cross Over Special Service Offers (Cont'd)

13.6.2 Cross Over Century Card (COCC)

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

B. Limitations and Disclaimers

- This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.

- The COCC card will be issued following Customer's commencement of service.

- This offer is not available with Company's 5% credit offer set forth in Section 13.6.1 preceding.

- The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.

- Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.

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

SECTION 13
iVANTAGE NETWORK SOLUTIONS- INTRASTATE OFFERINGS

13.6 Cross Over Special Service Offers (Cont'd)

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

B. (Cont'd)

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

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

COCC calls must originate and terminate from locations in the state from areas served with equal access. COCC calls are rated at $0.75 per minute of use and are distance, day-of-week, and time-of-day insensitive. Non-transport charges do not apply.

If at any time prior to the completion of its use period, any of customer's services is terminated for cause, for any service customer in its discretion terminates, or should customer fail at any time to comply with the conditions of this Section, at the time of termination or failure of compliance, the unused value of the COCC card shall be cancelled immediately by Company.