TARIFF APPLICABLE TO

INTEREXCHANGE RESALE COMPETITIVE TELECOMMUNICATIONS SERVICES

WITHIN THE COMMONWEALTH OF PENNSYLVANIA

PROVIDED BY

Affinity Network Incorporated
d/b/a HorizonOne Communications
d/b/a VoIP Communications
d/b/a Optic Communications
d/b/a QuantumLink Communications
d/b/a Morse Toll-Free **(C)**

LIST OF MODIFICATIONS

Title Page	Updates Title Page with Supplement No. 94 to Pa. P.U.C. No. 2 and deletes the d/b/a name of Blue Pilot Telecom from the tariff header and adds the d/b/a name of Morse Toll-Free to the Tariff.
List of Modifications	Details each page revised in this supplement
Ninety Fourth Revised Page 1	Updates Check Sheet with List of Modification, Supplement No. 94 and deletes the d/b/a name of Blue Pilot Telecom from the tariff header and adds the d/b/a name of Morse Toll-Free to the Tariff.

Check Sheet

The Title Page and Pages 1 through 76, inclusive, are effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

Page	Revisions	Page	Revisions	Page	Revisions
LIST OF MODIFICATIONS*		14.1	Second Revised	24	Sixth Revised
TITLE PAGE*		14.2	Second Revised	24.1	Third Revised
1	Ninety Fourth Revised*	14.3	Second Revised	24.1.1	First Revised
1.1	Thirty Ninth Revised	14.4	Second Revised	24.1.2	Original
2	Fifth Revised	14.5	Second Revised	24.2	Second Revised
3	Original	14.6	Original	24.3	First Revised
4	Original	15	Original	24.4	First Revised
5	Fourth Revised	16	Original	24.5	First Revised
6	Second Revised	17	Original	24.6	Second Revised
6.1	Original	17.1	Original	24.7	Second Revised
7	Third Revised	17.2	Second Revised	24.8	Second Revised
7.1	Second Revised	18	First Revised	24.8.1	First Revised
8	First Revised	18.1	First Revised	24.8.2	First Revised
9	First Revised	18.2	Original	24.9	Second Revised
10	First Revised	18.3	Original	24.10	Second Revised
11	Second Revised	18.4	Original	24.11	Second Revised
11.1	First Revised	18.5	Original	24.12	Second Revised
11.2	Original	18.6	Original	24.13	Second Revised
11.3	Ninth Revised	18.7	Original	24.14	First Revised
11.4	First Revised	18.7.1	Original	24.15	First Revised
12	Original	18.7.2	Original	24.16	Second Revised
13	Fourth Revised	18.8	Original	24.17	Original
13.1	Fourth Revised	19	First Revised	25	Thirty Fourth Revised
13.1.1	Fourth Revised	20	Second Revised	26	Tenth Revised
13.1.2	Third Revised	21	Second Revised	27	Eighth Revised
13.1.3	First Revised	22	Second Revised	28	Twelfth Revised
13.1.4	First Revised	23	Third Revised	28.1	Sixth Revised
13.1.5	First Revised	23.1	Forty Ninth Revised	28.2	Second Revised
13.1.6	First Revised	23.1.1	Third Revised	29	Third Revised
13.1.7	First Revised	23.2	Eighth Revised	30	Second Revised
13.1.8	First Revised	23.3	Eighth Revised	31	Third Revised
13.1.9	First Revised	23.4	Twelfth Revised	32	Second Revised
13.1.10	First Revised	23.4.1	Original	33	Third Revised
13.1.11	First Revised	23.5	Sixth Revised	34	Third Revised
13.1.12	Original	23.6	Original	34.1	Sixth Revised
14	Fourth Revised	23.7	Original		

*Indicates all pages included in this filing.

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The Title Page and Pages 1 through 76, inclusive, are effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

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*Indicates all pages included in this filing.

TABLE OF CONTENTS

APPLICATION OF TARIFF

This tariff contains the regulations and charges applicable to intrastate interexchange telecommunications resale services provided by **Affinity Network Incorporated** to customers within the Commonwealth of Pennsylvania.

**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS AND
BILLING AGENTS**

1. Concurring Carriers - None

2. Connecting Carriers - None

3. Other Participating Carriers - None

4. Billing Agents - None

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

A. SYMBOLS USED IN THIS TARIFF

(C) To signify changed listing, rule, or condition which may affect rates or charges.

(D) To signify a decrease. (C)

(I) To signify an increase.

B. ABBREVIATIONS

ATP - All Time Periods
ECU - Equivalent Call Unit
HITDR - Highest Interexchange Transporter Daytime Rate
HITC - Highest Interexchange Transporter Charge or Surcharge
IBSI - Initial Bill Second Interval
InCU - Initial Call Unit
LATA - Local Access and Transport Area
LEC - Local Exchange Company
MOU - Minute of Use
PUC - Public Utility Commission
TP - Time Period

SECTION 1 - DEFINITION OF TERMS

Access Line - An arrangement which connects the Customer's telephone to an Affinity Network Incorporated designated switching center or point of presence.

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

Bill Second - One-sixtieth of a minute. (T)

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

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

Call Unit (CU) - The basic unit by which calls are rated based on a uniform mathematical factor of 6, that is, for purposes of calculating call charges for recovery of Company's transport and non-transport costs, a call unit is uniform at 6 subject to minimum values at 18, 30, and 60 as specified in this tariff. There are four types of call units - Minimum (MCU), Incremental (ICU), Equivalent (ECU), and Total (TCU), as defined herein. (T)

Cents Per Minute (CPM) - The term and acronym of reference used to identify Company's charges for minimum and incremental call duration, that is, those charges associated only with Minimum and Incremental Call Unit(s), in any rate plan and/or promotion which excludes, exempts, or waives charges for non-transport (non-usage) charges (see Equivalent Call Unit definition, below). (N)

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

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.

(M)

(M)

*** Material Formerly Appearing On This Page Now Appears On Original Page 6.1.***

SECTION 1 - DEFINITION OF TERMS (Cont'd)

Company or Carrier - Affinity Network Incorporated 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. (M)

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

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

Certain Material Now Appearing On This Page Formerly Appeared On Second Revised Page 6.

SECTION 1 - DEFINITION OF TERMS (Cont'd)

Incremental Call Unit - 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)

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. (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." (N)

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

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

SECTION 1 - DEFINITION OF TERMS (Cont'd)

Total Call Units - The total number of applicable Call Units (Minimum, Incremental, Equivalent) billed in whole numbers and fractionally in tenths (e.g., .3, 1.2, and so forth) used to determine the charges necessary to recover the Carrier's transport and non-transport costs incurred in providing services pursuant to this tariff. (T) | (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." (N) (N)

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

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 purposed of rating calls.

SECTION 2 - RULES AND REGULATIONS

A. Description of Service

1. ANI Long Distance Service - Product Descriptions

All services are offered subject to the provisions of Section 2.C.1 and in conjunction with the Company's interstate services.

(D)

(D)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

A. Description of Service (Cont'd)

(D)

(D)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

A. Description of Service (Cont'd)

(D)

(D)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

A. Description of Service (Cont'd)

3. Reserved For Future Use (T)

(D)

(D)

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.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

4. Telecompetitive Service Offerings ("TSOs") (Cont'd)

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

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.

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.

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

5. Reserved For Future Use (T)

(D)

(D)

By: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SECTION 2 - RULES AND REGULATIONS (Cont'd)

6. Benchmark Rates (N)

Certain rates set forth in Section 3 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 A.4 preceding. (N)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

A. Description of Services

(D)

(D)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

(D)

(D)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

B. Service Availability

Service is available twenty-four hours per day, seven days per week. The Company offers service to all those who desire to purchase service from the Company consistent with all provisions of this tariff.

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

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.

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

4. All facilities provided under this tariff are directly or indirectly controlled by the Company and the customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

6. Service is available in equal access areas only.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

C. Billing and Payment For Service

1. Rate Elements (C)

a. 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.

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

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

d. 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.

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

By: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SECTION 2 - RULES AND REGULATIONS (Cont'd)

C. Billing and Payment For Service (Cont'd)

1. Rate Elements (Cont'd)

f. Reserved for Future Use. (C)

(C)
|
|
(C)

g. Reserved for Future Use. (C)

(C)
|
|
|
|
|
(C)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

C. Billing and Payment For Service (Cont'd)

1. Rate Elements (Cont'd)

h. 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	(C)
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	(C)

* 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]	(C)
20 +	TCU's = [Call Duration (in minutes) + 26.6]	(C)

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

To calculate total call cost, multiply the TCU's for a call by your rate, as listed in Section 3.Q. (C)
(C)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

C. Billing and Payment For Service (Cont'd)

1. Rate Elements (Cont'd)

(C)

(C)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

C. Billing and Payment For Service (Cont'd)

1. Rate Elements (Cont'd)

(C)

(C)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

C. Billing and Payment For Service (Cont'd)

1. Rate Elements (Cont'd)

(C)

(C)

SECTION 2 - RULES AND REGULATIONS (Cont’d)

C. Billing and Payment For Service (Cont'd)

1. Rate Elements (Cont’d)

(C)

(C)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

C. Billing and Payment For Service (Cont'd)

1. Rate Elements (Cont'd)

(C)

(C)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

C. Billing and Payment For Service (Cont'd)

1. Rate Elements (Cont'd)

(C)

(C)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

C. Billing and Payment For Service (Cont'd)

1. Rate Elements (Cont'd)

(C)

(C)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

C. Billing and Payment For Service (Cont'd)

1. Rate Elements (Cont'd)

(C)

(C)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

C. Billing and Payment For Service (Cont'd)

1. Rate Elements (Cont'd)

(C)

(C)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

C. Billing and Payment For Service (Cont'd)

1. Rate Elements (Cont'd)

(C)

(C)

Material On This Page Formerly Appeared On First Revised Page 13.1.2 and Third Revised Page 14.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

C. Billing and Payment for Service (Cont'd) (C)

1. Rate Elements (Cont'd) (C)

i. 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.

j. 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. (C)

By: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SECTION 2 - RULES AND REGULATIONS (Cont'd)

C. Billing and Payment for Service (Cont'd) (C)

1. Rate Elements (Cont'd) (C)

k. Rounding (C)

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

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

SECTION 2 - RULES AND REGULATIONS (Cont'd)

C. Billing and Payment For Service (Cont'd)

1. Rate Elements (Cont'd)

a. Reserved for Future Use. (C)

(C)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

C. Billing and Payment For Service (Cont'd)

1. Rate Elements (Cont'd)

a. Reserved for Future Use. (C)

(C)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

C. Billing and Payment For Service (Cont'd)

1. Rate Elements (Cont'd)

a. Reserved for Future Use. (C)

(C)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

C. Billing and Payment For Service (Cont'd)

1. Rate Elements (Cont'd)

a. Reserved for Future Use. (C)

(C)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

C. Billing and Payment For Service (Cont'd)

1. Rate Elements (Cont'd)

a. Reserved for Future Use. (C)

(C)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

C. Billing and Payment For Service (Cont'd)

2. Payment for Service (M)

The customer is responsible for payment of all charges for services and equipment furnished to the customer or to an Authorized User of the customer by the Company. All charges due by the customer are payable to the Company or to any agency duly authorized to receive such payments. Any objections to billed charges must be promptly reported to the Company or the Company's billing agent. Adjustments to customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

3. Establishment of Credit

The Company reserves the right to examine the credit record of all service applicants and require a service deposit when determined to be necessary to assure future payment. Security Deposits required will be equal to not more than 2 months estimated usage as computed by the Company and will in all respects be consistent with Commission regulations at 52 Pa. Code Sections 64.31-64.41.

4. Cost of Collection

Customers shall be liable to the Company for all costs of collection. (M)

Material Appearing On This Page Formerly Appeared On Second Revised Page 14.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

C. Billing and Payment For Service (Cont'd)

5. Billing Disputes

a. Billing disputes shall be processed by the Company or its billing agent(s) consistent with Commission regulations at 52 Pa. Code Chapter 64.

b. Customers unsatisfied with the Company's handling of a dispute may contact the Commission's Bureau of Consumer Services.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

D. Cancellation or Termination of Service

1. The customer may cancel service upon written notice to the Company.

2. The Company may terminate service to a customer for nonpayment of undisputed charges or other violation of this tariff or provision of law upon 10 days written notice to the customer without incurring any liability for damages due to loss of telephone service to the Subscriber.

E. Liabilities of the Company

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

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

SECTION 2 - RULES AND REGULATIONS (Cont'd)

E. Liabilities of the Company (Cont'd)

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

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

5. The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the customer.

6. Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

E. Liabilities of the Company (Cont'd)

7. 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)

E. Liabilities of the Company (Cont'd)

8. **Arbitration of Disputes.** The Company will in good faith attempt to resolve all disputes raised by Customer to the Company. In addition, the Pennsylvania Public Utility Commission shall have the authority to investigate and resolve complaints made by Customers regarding telecommunication services provided in Pennsylvania. The Commission may resolve Customer complaints between the Customer and the Company pursuant to Commission procedures by attempting to work with both parties to come to resolution. All disputes submitted to the Commission by a Customer which are not ultimately resolved through Commission procedure, or disputes which the Customer chooses not to resolve through Commission procedure, shall be resolved through binding arbitration. (C)

   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 Pennsylvania Public Utility Commission pursuant to applicable statutory or regulatory provisions at any time. (C)

SECTION 2 - RULES AND REGULATIONS (CONT'D)

F. Interconnection

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

G. Mileage Calculation

The Company uses the industry standard V & H coordinate method of calculating mileage between the originating and terminating points of a call for the purpose of determining the appropriate rate mileage band.

H. Time of Day and Holiday Rate Periods

The rate for a call depends in part on the time of day rate period during which the call takes place. The Company uses the following definitions for time of day rate periods.

Day/Business Day - 9:00 AM to 4:00 PM MON - FRI (C)

Evening - 4:01 PM to 11:00 PM SUN - FRI |

Night/Weekend - 11:00 PM to 8:59 AM SUN - FRI, all day Saturday, and Sunday until 4:01 PM. (C)

Calls on the following Company-recognized holidays are rated at the evening rate period unless a lower rate would normally apply:

New Year’s Day (Jan. 1), Christmas Day (Dec. 25), Independence Day (July 4), and federally recognized Labor Day and Thanksgiving Day.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

I. Reserved for Future Use (C)

(C)

All Material on This Page is New.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

J. Service Cancellation, Discontinuance and Termination

Subject to and to be construed consistent with section 2.D, 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.

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.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

J. Service Cancellation, Discontinuance and Termination (Cont'd)

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.

All Material on This Page is New.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

J. Service Cancellation, Discontinuance and Termination (Cont'd)

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 telecommunications 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)

J. Service Cancellation, Discontinuance and Termination (Cont'd)

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.

All Material on This Page is New.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

J. Service Cancellation, Discontinuance and Termination (Cont'd)

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)

J. Service Cancellation, Discontinuance and Termination (Cont'd)

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.J.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.

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.

   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.

ALL MATERIAL ON THIS PAGE IS NEW

SECTION 2 - RULES AND REGULATIONS (Cont'd)

J. Service Cancellation, Discontinuance and Termination (Cont'd)

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.

By: William P. Wright
Executive Director, Corporate and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

J. Service Cancellation, Discontinuance and Termination (Cont'd)

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.

By: William P. Wright
Executive Director, Corporate and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

K. 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.

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. **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.

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.

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.

SECTION 3 - RATES

RESERVED FOR FUTURE USE (D)

(D)

SECTION 3 - RATES (Cont'd)

RESERVED FOR FUTURE USE

(D)

(D)

SECTION 3 - RATES (Cont'd)

RESERVED FOR FUTURE USE

(D)

(D)

SECTION 3 - RATES (Cont'd)

RESERVED FOR FUTURE USE

(D)

(D)

SECTION 3 - RATES (Cont'd)

RESERVED FOR FUTURE USE

(D)

(D)

SECTION 3 - RATES (Cont'd)

P. Freedom Plans - Rate Categories

Subject to Sections 4.A and 3.Q following, Carrier offers services under its Freedom Plan for Business Users based on the rate plans and categories as specified following. Rates are graduated as shown in Table 1 following, higher to lower, that is, Rate Category I for the Cairo 2 Rate Plan contains Carrier's lowest offered rates and Rate Category XI for the Basic Q Rate Plan contains Carrier's top rates.

Table 1

Rate Plan	**Rate Category**
Basic Q	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

1. Any Rate Category I-IX customers in service on or before April 15, 2013, 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 July 18, 2013, that are reflected on invoices rendered on or after August 15, 2013. (C)

2. Any Rate Category X customers in service on or before April 15, 2013, 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 July 18, 2013, that are reflected on invoices rendered on or after August 15, 2013. (C)

3. Reserved for Future Use

SECTION 3 - RATES (Cont'd)

Q. Freedom Plans

Company offers two Freedom Plans, its Freedom Plan 2000 and its Freedom Plan for Business Users. Company's standard tariff rate methodology applies in each invoice under its Freedom Plan 2000. Section A.7 applies to Company's Freedom Plan for Business Users. The following Freedom Plans, Rate Plans, the Basic Q, Classic Q, Classic 2, Classic 1, Prime 2, Prime 1, Universal, Super 1, Super (C)
2, Cairo 1 and Cairo 2 Rate Plans, are offered. The provisions of Section 2.A.7 of this tariff apply. (C)
The Freedom Plan Rates are as follows:

1. Basic Q Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0495	$0.0165
Off-Peak/Non-Business Day	$0.0495	$0.0165

2. Classic Q Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0447	$0.0149
Off-Peak/Non-Business Day	$0.0447	$0.0149

SECTION 3 - RATES (Cont'd)

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

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 <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	$0.0417	$0.0139
Off-Peak/Non-Business Day	$0.0417	$0.0139

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 <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	$0.0387	$0.0129
Off-Peak/Non-Business Day	$0.0387	$0.0129

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 <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	$0.0357	$0.0119
Off-Peak/Non-Business Day	$0.0357	$0.0119

SECTION 3 - RATES (Cont'd)

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

6. Prime 2 Rate Plan

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

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
Peak/Business Day	$0.0267	$0.0089
Off-Peak/Non-Business Day	$0.0267	$0.0089

SECTION 3 - RATES (Cont'd)

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

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:

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0237	$0.0079
Off-Peak/Non-Business Day	$0.0237	$0.0079

9. Super 2 Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0207	$0.0069
Off-Peak/Non-Business Day	$0.0207	$0.0069

10. Cairo 1 Rate Plan (C)

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: (C)

	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. Cairo 2 Rate Plan (C)

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 (C)

SECTION 3 - RATES (Cont'd)

R. Rates for Calls Terminated to a Mobile Phone

From and after December 23, 1999, all calls terminated to a mobile phone shall be charged the following rates:

Minimum Call Unit	Incremental Call Unit	Per Minute Charge*	Equivalent Call Unit Charge**
$0.0537	$0.0179	$0.179	$0.0179

S. 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	$0.0495	$0.0165
Off-Peak/Non Business Day	$0.0444	$0.0148

Material on this page formerly appeared on page 23.4.

SECTION 3 - RATES (Cont'd)

T. Miscellaneous Charges

1. **Directory Assistance Rate per call:** $1.25

2. **Calling Card "Bong" Charge**

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

3. **Payphone Surcharge.**

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

   Per Call: $0.69 (I)

4. **Account Recourse Charges (ARCs)**

   Customers choosing to close their respective accounts with Company prior to the completion of a continuous service period of six consecutive invoices are subject to Account Recourse Charges (ARCs). Account Recourse Charges include one of two applicable one-time adjustments in 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 on 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.

Final Adjusted Invoice Rate(FAIR) For a Customer whose last service date is less than 18 days into Customer's final billing cycle.	$ 0.438 per applicable full billing increment
Final Adjusted Invoice Rate (FAIR) For a Customer whose last service date is more than 18 days into Customer's final billing cycle.	$ 0.219 per applicable full billing increment
Final Adjusted Invoice Rate (FAIR) Calling Card	$ 0.165 per applicable full billing increment Service for all services plus a call set up charge of $0.50 per call

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

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SECTION 3 - RATES (Cont'd)

U. Limited-Class Swtiched Rates

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

a. D-1 Rate Plan

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

	Minimum Call Unit Or Fraction	Incremental Call Unit Or Fraction
Peak/Business Day	$0.0207	$0.0069
Off-Peak/Non-Business Day	$0.0207	$0.0069

b. D-2 Rate Plan

D-2 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over $110.00 at the following rates:

	Minimum Call Unit Or Fraction	Incremental Call Unit Or Fraction
Peak/Business Day	$0.0177	$0.0059
Off-Peak/Non-Business Day	$0.0177	$0.0059

c. D-3 Rate Plan

D-3 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over $120.00 at the following rates:

	Minimum Call Unit Or Fraction	Incremental Call Unit Or Fraction
Peak/Business Day	$0.0177	$0.0049
Off-Peak/Non-Business Day	$0.0177	$0.0049

d. D-4 Rate Plan

D-4 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over $130.00 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

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

SECTION 3 - RATES (Cont'd)

U. Limited-Class Switched Rates (Cont'd)

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

a. X-1 Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0237	$0.0079
Off-Peak/Non-Business Day	$0.0237	$0.0079

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	$0.0207	$0.0069
Off-Peak/Non-Business Day	$0.0207	$0.0069

Section 4
Promotional, Special Service Offerings, and (C)
Telecompetitive Service Offerings (C)

A. 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 Pennsylvania 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, or to customers deciding to receive service under Company's Super U/Super 1 rate plan.

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

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

Section 4
Promotional, Special Service Offerings, and
Telecompetitive Service Offerings (Cont'd)

A. Freedom Plan for Business Users (Cont'd)

3. Reserved for Future Use (T/D)
|
|
|
(D)

4. Companion Federal Rate Guarantee.

a. For a customer who maintains eligibility for and receives service under the Freedom Plan for Business Users, the minimum and incremental call unit rates for intrastate calls under this tariff are guaranteed for the same number of invoices, i.e., 12 invoices for customers whose peak/business day interstate usage rates are $0.069 to $0.149 (6 invoices for any customer whose peak/business day interstate usage rate is $0.059), as the number of invoices guaranteed under Company's Freedom Plan for Business Users for interstate calls as provided in Company's Tariff F.C.C. No. 4. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive offer. (T) (C) | | | (C) (N) (N)

b. Calling Card services are not eligible for this rate guarantee. (N)

5. Terms and Conditions. Each term and condition of this Section 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 Companion Federal rate guarantee as set forth herein. (T)

By: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

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Section 4
Promotional, Special Service Offerings, and
Telecompetitive Service Offerings (Cont'd)

A. Freedom Plan for Business Users (Cont'd)

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:

a. A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and

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

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

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

Material formerly appearing on this page now appears on Original Page 24.1.2

By: William P. Wright
Executive Director, Corporate and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

Section 4
Promotional, Special Service Offerings, and
Telecompetitive Service Offerings (Cont'd)

B. 20% Credit Every 6 Months (C)

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. (C)

Material appearing on this page formerly appeared on Original Page 24.1.1

Section 4
Promotional, Special Service Offerings, and (C)
Telecompetitive Service Offerings (Cont'd) (C)

D. INETBA Service

INETBA Service offers Company’s Freedom Plan 2000 and Freedom Plan for Business Users (collectively, the "Freedom Plans") intrastate interexchange services in exclusive combination with its Internet Web page design and hosting services and its Internet Access - DSL services where facilities are available. Any small business which orders Company’s Internet Web page design and hosting services and who meets all other eligibility requirements applicable to the Freedom Plans set forth in this tariff is eligible for INETBA Service. INETBA Service is available for calls that originate and terminate within this state, and includes 1+ Outbound, Toll Free Access (800/888/877), and Calling Card calling. All rate provisions applicable to Company's Freedom Plans, Sections 2.C, 2.A, and 3.Q - 3.Z, and all other provisions of this tariff applicable to the Freedom Plan for Business Users apply to INETBA Service except as otherwise provided.

BY: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

Section 4
Promotional, Special Service Offerings, and (C)
Telecompetitive Service Offerings (Cont'd) (C)

E. Reserved for Future Use

F. Advantage Card Service (ACS)

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

1. Eligibility

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

2. Limitations and Disclaimers

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

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

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

Section 4
Promotional, Special Service Offerings, and (C)
Telecompetitive Service Offerings (Cont'd) (C)

F. Advantage Card Service (ACS) (Cont'd)

2. Limitations 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 provisions of Section A.4 preceding and the eligibility requirements of F.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 F.1 preceding.

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

3. Reinstatement

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

4. Rates

The rates set forth in Section 3.S preceding apply to ACS service.

Section 4
Promotional, Special Service Offerings, and (C)
Telecompetitive Service Offerings (Cont'd) (C)

G. Customer Advantage Plans ("CAPs")

1. General Terms and Conditions

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

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

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

BY: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

Section 4
Promotional, Special Service Offerings, and (C)
Telecompetitive Service Offerings (Cont'd) (C)

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

1. General Terms and Conditions (Cont'd)

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

D. CAPs are available for all published rates.

E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 4.

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 G.2 through and including G.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 4
Promotional, Special Service Offerings, and
Telecompetitive Service Offerings (Cont'd)

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

2. Customer 6th and 12th Invoice Advantage Plan

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

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

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 G.2.A,preceding.

BY: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

Section 4
Promotional, Special Service Offerings, and
Telecompetitive Service Offerings (Cont'd)

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

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

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

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

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 G.3.A, preceding.

BY: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

Section 4
Promotional, Special Service Offerings, and (C)
Telecompetitive Service Offerings (Cont'd) (C)

G. Customer Advantage Plans (Cont'd)

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

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

On and after June 9, 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.

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

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
$0.165	$0.165

3. Availability. Company's TTT-1 service promotion is available on and after June 9, 2000 until December 9, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

BY: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

Section 4
Promotional, Special Service Offerings, and (C)
Telecompetitive Service Offerings (Cont'd) (C)

G. Customer Advantage Plans (Cont'd)

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

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

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.

BY: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

Section 4
Promotional, Special Service Offerings, and (C)
Telecompetitive Service Offerings (Cont'd) (C)

G. Customer Advantage Plans (Cont'd)

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

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

On and after June 9, 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.

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+

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

Minimum Call Unit Value @ 60 seconds or Fraction	Incremental Call Unit Value @ 60 seconds or Fraction
$0.165	$0.165

3. Availability. Company's TTT service promotion is available on and after June 9, 2000 until December 9, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

By: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

Section 4
Promotional, Special Service Offerings, and (C)
Telecompetitive Service Offerings (Cont'd) (C)

G. Customer Advantage Plans (Cont'd)

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

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

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

5. Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in Section G.4.B.1 preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in D. preceding.

Section 4
Promotional, Special Service Offerings, and (C)
Telecompetitive Service Offerings (Cont'd) (C)

G. Customer Advantage Plans (Cont'd)

5. Customer S&W Prepaid Advantage Plan

On and after June 9, 2000, any customer which qualifies as a "save" or "winback" customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the "saved" or "wonback" Customer's immediately preceding full month's (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis.

Table

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

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

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

Minimum Call Unit <u>@ 60 seconds or Fraction</u>	Incremental Call Unit <u>@ 60 seconds or Fraction</u>
$0.165	$0.165

B. Availability. Company's S&W Card service promotion is available on and after June 9, 2000 until December 9, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

By: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

Section 4
Promotional, Special Service Offerings, and (C)
Telecompetitive Service Offerings (Cont'd) (C)

G. Customer Advantage Plans (Cont'd)

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

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

D. Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section 4.G.5 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in Section 4.D preceding.

Section 4
Promotional, Special Service Offerings, and
Telecompetitive Service Offerings (Cont'd)

G. Customer Advantage Plans (Cont'd)

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

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 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 (C)
charges, excluding calling card charges, fees, taxes, surcharges, assessments, and (C)
similar charges ("eligible charges"), for the consecutive five month period preceding (C)
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 (C)
invoice; for the consecutive eighteen-month period preceding Customer's 19th (C)
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 (C)
credit is applied. (C)

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

Section 4
Promotional, Special Service Offerings, and (C)
Telecompetitive Service Offerings (Cont'd) (C)

G. Customer Advantage Plans (Cont'd)

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

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

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

Section 4
Promotional, Special Service Offerings, and (C)
Telecompetitive Service Offerings (Cont'd) (C)

G. Customer Advantage Plans (Cont'd)

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

B. (Cont'd)

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

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

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

Section 4
Promotional, Special Service Offerings, and
Telecompetitive Service Offerings (Cont'd)

G. Customer Advantage Plans (Cont'd)

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

Customers whose rates are adjusted pursuant to 3.Q.10 preceding and who then qualify as a "save" or "winback" customer are eligible to be rerated to the rates prior to any applicable adjustment made pursuant to 3.Q.10.

Section 4
Promotional, Special Service Offerings, and
Telecompetitive Service Offerings (Cont'd)

RESERVED FOR FUTURE USE

Section 4
Promotional, Special Service Offerings, and
Telecompetitive Service Offerings (Cont'd)

H. Freedom Plan Plus (FPP)

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

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

All conditions applicable to Freedom Plan customers must be satisfied in order for a customer to qualify for Freedom Plan Plus. A Customer under Freedom Plan Plus shall be billed at Freedom Plan Rates for Freedom Plan Services, as determined by the Customer's applicable Freedom Plan Rate Category. However, Freedom Plan Plus Customers' accounts must have an applicable Freedom Plan Rate Category which corresponds to a call unit rate of $0.119 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 April 15, 2013, whose services are not part (C)
of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category |
change during the previous three consecutive invoices, shall have their rates adjusted upward by two |
Rate Categories or to the highest available rate category, whichever is lower, effective for all calls on |
or after July 18, 2013, that are reflected on invoices rendered on or after August 15, 2013. (C)

Section 4
Promotional, Special Service Offerings, and
Telecompetitive Service Offerings (Cont'd)

H. Reserved for Future Use (C)

(C)

Section 4
Promotional, Special Service Offerings, and
Telecompetitive Service Offerings (Cont'd)

H. Reserved for Future Use (C)

(C)

Section 4
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H. Reserved for Future Use (C)

(C)

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Promotional, Special Service Offerings, and
Telecompetitive Service Offerings (Cont'd)

H. Reserved for Future Use (C)

(C)

Section 4
Promotional, Special Service Offerings, and
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H. Reserved for Future Use (C)

(C)

Section 4
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H. Reserved for Future Use (C)

(C)

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(C)

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Promotional, Special Service Offerings, and
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H – I. Reserved for Future Use (C)

(C)

Section 4
Promotional, Special Service Offerings, and
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J. Reserved for Future Use (C)

(C)

Section 4
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K. Reserved for Future Use (C)

(C)

Section 4
Promotional, Special Service Offerings, and
Telecompetitive Service Offerings (Cont'd)

K. Reserved for Future Use (C)

(C)

Section 4
Promotional, Special Service Offerings, and
Telecompetitive Service Offerings (Cont'd)

L. **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 4.L.2 shall receive the Service Term Invoice Free Credit.

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

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

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

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

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

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

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

   F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 4.L.1, preceding.

BY: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

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Section 4
Promotional, Special Service Offerings, and
Telecompetitive Service Offerings (Cont'd)

M. **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 4.M.2 shall receive the Service Term Invoice Free Credit II.

4.M.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.

4.M.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 4.M.1, preceding.

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

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Section 4
Promotional, Special Service Offerings, and Telecompetitive Service Offerings (Cont'd)

N. Cross Over Special Service Offers

N.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 4.N.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 4.N.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 4
Promotional, Special Service Offerings, and
Telecompetitive Service Offerings (Cont'd)

N. Cross Over Special Service Offers (Cont'd)

N.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 4.N.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.

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

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Section 4
Promotional, Special Service Offerings, and
Telecompetitive Service Offerings (Cont'd)

N. Cross Over Special Service Offers (Cont'd)

N.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 canceled immediately by Company.

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

Section 5

RESERVED FOR FUTURE USE

Section 6

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BY: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SECTION 7

RESERVED FOR FUTURE USE

SECTION 8

RESERVED FOR FUTURE USE

SECTION 9 - HorizonOne Communications Plan

A. HorizonOne Communications Plan

Any business Customer meeting the eligibility requirements set forth following is eligible for the HorizonOne Communications Plan. The following services are eligible for the HorizonOne Communications Plan: 1+ Outbound, Toll Free Access (800/888/877), calling card calls, and Internet Access. All provisions of Sections 1, 2, 3.T, 3.Y, 3.Z, and 3.AA of this tariff apply to HorizonOne (C) Communications Plans except as otherwise provided following.

1. Under the HorizonOne Communications Plan, the Company will waive the ECU rate component only during Business Day hours and only for 1+ and toll free access calls for the first and second periods of service within the regular billing cycle for each customer eligible for and selecting the HorizonOne Communications Plan. Company's standard tariff rates apply at the expiration of this introductory period.

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

SECTION 9 - HorizonOne Communications Plan (Cont'd)

A. HorizonOne Communications Plan (Cont'd)

3. Companion Federal Rate Guarantee (C)

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

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

4. Terms and Conditions. Each term and condition of this Section 9 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 Companion Federal rate guarantee as set forth herein. (C)

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ALL MATERIAL ON THIS PAGE IS NEW

SECTION 9 - HorizonOne Communications Plan (Cont'd)

A. HorizonOne Communications Plan (Cont'd)

5. "One, Two, Three, Every Third Invoice Free" Promotion

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

a. A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and

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

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

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

SECTION 9 - HorizonOne Communications Plan (Cont'd)

A. HorizonOne Communications Plan (Cont'd)

6. The following HorizonOne Communications Plans for interLATA and intraLATA services are offered. The provisions of Section 8 apply. HorizonOne Communications Plan rates are as follows:

(a) 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	$0.0495	$0.0165
Off-Peak/Non-Business Day	$0.0495	$0.0165

(b) Classic Q Rate Plan

(C)

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0447	$0.0149
Off-Peak/Non-Business Day	$0.0447	$0.0149

(c) Classic 2 Rate Plan

(C)

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	$0.0417	$0.0139
Off-Peak/Non-Business Day	$0.0417	$0.0139

SECTION 9 - HorizonOne Communications Plan (Cont'd)

A. HorizonOne Communications Plan (Cont'd)

6. (Cont'd)

(d) 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	$0.0387	$0.0129
Off-Peak/Non-Business Day	$0.0387	$0.0129

(e) 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	$0.0357	$0.0119
Off-Peak/Non-Business Day	$0.0357	$0.0119

(f) 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	$0.0297	$0.0099
Off-Peak/Non-Business Day	$0.0297	$0.0099

SECTION 9 - HorizonOne Communications Plan (Cont'd)

A. HorizonOne Communications Plan (Cont'd)

6. (Cont'd)

(g) 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 <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	$0.0267	$0.0089
Off-Peak/Non-Business Day	$0.0267	$0.0089

(h) 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 <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	$0.0237	$0.0079
Off-Peak/Non-Business Day	$0.0237	$0.0079

(i) 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 <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>	
Peak/Business Day	$0.2007	$0.0069	(C)
Off-Peak/Non-Business Day	$0.0207	$0.0069	(C)

SECTION 9 - HorizonOne Communications Plan (Cont'd)

A. HorizonOne Communications Plan (Cont'd)

6. (Cont'd)

(j) Cairo 1 Rate Plan (C)

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: (C)

	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

(k) Cairo 2 Rate Plan (C)

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	(C)

SECTION 9 - HorizonOne Communications Plan (Cont'd)

A. HorizonOne Communications Plan (Cont'd)

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

8. Rates for Calls Terminated to a Mobile Phone or Pager (T)

From and after December 23, 1999, 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
$0.0537	$0.0179

SECTION 9 - HorizonOne Communications Plan (Cont'd)

A. HorizonOne Communications Plan (Cont'd)

9. Carrier offers services under this Section 9 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

9.1 Any Rate Category I-IX customers in service on or before April 15, 2013, 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 July 18, 2013, that are reflected on invoices rendered on or after August 15, 2013. (C)

9.2 Any Rate Category X customers in service on or before April 15, 2013, 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 July 18, 2013, that are reflected on invoices rendered on or after August 15, 2013. (C)

9.3 Reserved for Future Use

*** All material on this page is new ***
SECTION 9 - HorizonOne Communications Plan (Cont'd)

A. HorizonOne Communications Plan (Cont'd)

10. Limited-Class Switched Rates

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

A. D-1 Rate Plan

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

	Minimum Call Unit Or Fraction	Incremental Call Unit Or Fraction
Peak/Business Day	$0.0207	$0.0069
Off-Peak/Non-Business Day	$0.0207	$0.0069

B. D-2 Rate Plan

D-2 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over $110.00 at the following rates:

	Minimum Call Unit Or Fraction	Incremental Call Unit Or Fraction
Peak/Business Day	$0.0177	$0.0059
Off-Peak/Non-Business Day	$0.0177	$0.0059

C. D-3 Rate Plan

D-3 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over $120.00 at the following rates:

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

D. D-4 Rate Plan

D-4 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over $130.00 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

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

SECTION 9 - HorizonOne Communications Plan (Cont'd)

A. HorizonOne Communications Plan (Cont'd)

10. Limited-Class Switched Rates (Cont'd)

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

a. X-1 Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0237	$0.0079
Off-Peak/Non-Business Day	$0.0237	$0.0079

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	$0.0207	$0.0069
Off-Peak/Non-Business Day	$0.0207	$0.0069

BY: William P. Wright
Executive Director, Corporate Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SECTION 9 - HorizonOne Communications Plan (Cont'd)

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

1. **9th Invoice Free Bonus Incentive.** Customers who meet the eligibility requirements set forth in B.1(B) will receive a credit on their 9th invoice as provided following.

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

(B) **Eligibility.** To be eligible for a 9th Invoice Free Bonus, each Customer must have initiated HorizonOne Communications International Plan service; have current usage which exceeds the established minimum monthly usage levels set forth in section 6.15.1 of Company's Tariff FCC No. 4; have no record of nonpayment in any of the preceding consecutive eight month period of service; have received eight consecutive and uninterrupted invoices over the preceding eight month period; have selected the 9th invoice credit prior to the first day in the period of service covered by Customer's ninth invoice; and pay all charges rendered in Customer's ninth invoice in excess of the amount of the applicable credit as calculated under B.1(A) preceding.

BY: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SECTION 9 - HorizonOne Communications Plan (Cont'd)

B. HorizonOne Communications "International Plan" (Cont'd)

2. 13th Invoice Free Bonus Incentive. Customers who meet the eligibility requirements set forth in B.2(B) will receive a credit on their 13th invoice as provided following.

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

(B) Eligibility. To be eligible for a 13th Invoice Free Bonus, each Customer must have initiated HorizonOne Communications International Plan service; have current usage which exceeds the established minimum monthly usage levels set forth in section 6.15.1 of Company's Tariff FCC No. 4; have no record of nonpayment in any of the preceding consecutive eight month period of service; have received twelve consecutive and uninterrupted invoices over the preceding twelve month period; have selected the 13th invoice credit prior to the first day in the period of service covered by Customer's thirteenth invoice; and pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under B.2(A) preceding.

BY: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SECTION 9 - HorizonOne Communications Plan (Cont'd)

B. HorizonOne Communications "International Plan" (Cont'd)

3. **9th and 13th Invoices Free Bonus Incentive.** Customers who meet the eligibility requirements set forth in Be(B) will receive credits on their 9th and 13th invoices as provided following.

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

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

SECTION 9 - HorizonOne Communications Plan (Cont'd)

B. HorizonOne Communications "International Plan" (Cont'd)

4. 9th and 18th Invoices Free Bonus Incentive. Customers who meet the eligibility requirements set forth in B.4(B) will receive credits on their 9th and 18th invoices as provided following.

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

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

(C) Reserved

(D) Reserved

SECTION 9 - HorizonOne Communications Plan (Cont'd)

E. INETBA Service

INETBA Service offers HorizonOne Communications intrastate interexchange services in exclusive combination with Company's Internet Web page design and hosting services and its Internet Access - DSL services where facilities are available. Any small business which orders Company's Internet Web page design and hosting services and who meets all other eligibility requirements set forth in this Section 9 is eligible for INETBA Service. INETBA Service is available for calls that originate and terminate within this state, and includes 1+ Outbound, Toll Free Access (800/888/877), and Calling Card calling. All rates and other provisions of this Section 9 apply to INETBA Service except as otherwise provided.

All Material On This Page Is New

SECTION 9 - HorizonOne Communications Plan (Cont'd)

F. Advantage Card Service (ACS)

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

1. Eligibility

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

2. Limitations and Disclaimers

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

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

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

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

All Material On This Page Is New

SECTION 9 - HorizonOne Communications Plan (Cont'd)

F. Advantage Card Service (ACS) (Cont'd)

2. Limitations and Disclaimers (Cont'd)

E. Subject to and in accordance with the provisions of Section F.6 preceding and the eligibility requirements of F.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 F.1 preceding.

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

3. Reinstatement

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

4. Rates

The rates in Section 9.A.7 preceding apply to the ACS service.

All Material On This Page Is New

SECTION 9 - HorizonOne Communications Plan (Cont'd)

G. Customer Advantage Plans ("CAPs")

1. General Terms and Conditions

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

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

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

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

All Material On This Page Is New

SECTION 9 - HorizonOne Communications Plan (Cont'd)

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

1. General Terms and Conditions

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 9.

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 9.G.2 through and including 9.G.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.

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

SECTION 9 - HorizonOne Communications Plan (Cont'd)

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

2. Customer 6th and 12th Invoice Advantage Plan

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

A. For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice; 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) | | | (C)

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 9.G.2.A, preceding.

SECTION 9 - HorizonOne Communications Plan (Cont'd)

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

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

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

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

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 9.G.3.A, preceding.

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

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SECTION 9 - HorizonOne Communications Plan (Cont’d)

G. Customer Advantage Plans (“CAPs”) (Cont'd)

4. Customer “Thanks for Taking the Time” Advantage Plans

A. “Thanks for Taking the Time” - 1 (“TTT-1") Advantage Plan

On and after June 9, 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.

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

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
$0.165	$0.165

3. Availability. Company’s TTT-1 service promotion is available on and after June 9, 2000 until December 9, 2000 (“sunset date”) unless sooner terminated in the sole and exclusive discretion of Company.

By: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

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SECTION 9 - HorizonOne Communications Plan (Cont’d)

G. Customer Advantage Plans (“CAPs”) (Cont'd)

4. Customer “Thanks for Taking the Time” Advantage Plans

A. “Thanks for Taking the Time” - 1 (“TTT-1") Advantage Plan (Cont'd)

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.

By: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SECTION 9 - HorizonOne Communications Plan (Cont'd)

G. Advantage Card Service (ACS) (Cont'd)

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

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

On and after June 9, 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.

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+

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

Minimum Call Unit Value @ 60 seconds or Fraction	Incremental Call Unit Value @ 60 seconds or Fraction
$0.165	$0.165

3. Availability. Company's TTT service promotion is available on and after June 9, 2000 until December 9, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

By: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SECTION 9 - HorizonOne Communications Plan (Cont'd)

G. Advantage Card Service (ACS) (Cont'd)

4. Customer "Thanks for Taking the Time" Advantage Plans (C)

B. "Thanks for Taking the Time" - 2 ("TTT-2") Advantage Plan (N)

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

5. Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in Section G.4.A.1 (C) preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 4.D preceding.

By: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SECTION 9 - HorizonOne Communications Plan (Cont'd)

G. Advantage Card Service (ACS) (Cont'd)

5. Customer S&W Prepaid Advantage Plan

On and after June 9, 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	(C)
75.00	x 2.5	187.50	
90.00	x 2.5	225.00	
100.00	x 2.5	250.00	
150.00	x 2.5	250.00 + 125.00	(C)
250.00	x 2.5	250.00 + 250.00 + 125.00	(C)

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

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

Minimum Call Unit @ 60 seconds or Fraction	Incremental Call Unit @ 60 seconds or Fraction	
$0.165	$0.165	(C)

B. Availability. Company's S&W Card service promotion is available on and after June 9, 2000 until December 9, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company. ©

By: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SECTION 9 - HorizonOne Communications Plan (Cont'd)

G. Advantage Card Service (ACS) (Cont'd)

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

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

D. Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section G.5 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services. (C)

By: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SECTION 9 - HorizonOne Communications Plan (Cont'd)

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

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

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 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 (C) monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") as for the consecutive five (C) month period preceding Customer's 6th invoice; for the consecutive eight-month (C) period preceding Customer's 9th invoice; for the consecutive twelve-month period preceding Customer's 13th invoice; for the consecutive eighteen-month (C) period preceding Customer's 19th invoice; for the consecutive twenty-one-month (C) 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)

By: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

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SECTION 9 - HorizonOne Communications Plan (Cont'd)

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

7. Customer "Welcome Aboard" Advantage Plan

For new Customers who meet the eligibility requirements of Section 9.G.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.

SECTION 9 - HorizonOne Communications Plan (Cont'd)

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

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

Customers whose rates are adjusted pursuant to 9.A.6.j 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 9.A.6.j. (T)

By: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SECTION 9 - HorizonOne Communications Plan (Cont'd)

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

G.9 Service Term Invoice Free Credit. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 9.G.2 shall receive the Service Term Invoice Free Credit. (T)

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

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

   A. Have initiated service under an 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, (C)

   F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 9.G.1, preceding.

By: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

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SECTION 9 - HorizonOne Communications Plan (Cont'd)

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

G.10 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 9.G.10.2 shall receive the Service Term Invoice Free Credit II.

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

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

   A. Have initiated service under 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 9.G.10.1, preceding.

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SECTION 9 - HorizonOne Communications Plan (Cont'd)

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

G.11 Cross Over Special Service Offers

G.11.1 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 9.G.11.1.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 9.G.11.2 following.
- The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).
- A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

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SECTION 9 - HorizonOne Communications Plan (Cont'd)

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

G.11 Cross Over Special Service Offers (Cont'd)

G.11.2 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 9.G.11.1 preceding.

- The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.

- Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.

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SECTION 9 - HorizonOne Communications Plan (Cont'd)

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

G.11.2 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.

By: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SECTION 10 – VoIP Communications Description of Services

10.1 Services & Rates

VOIP Communications' intrastate toll services include switched and dedicated outbound, inbound, and calling card services or specified combinations thereof to small to medium size business consumers of telecommunication services. VOIP Communications' underlying network providers transport its customer's calls via hybrid networks which utilize the best aspects of both IP technology and the traditional circuit-switched telephone network. Voice over IP (VoIP) technology, or IP telephony, is a system for transmitting telephone calls over data networks, such as the ones that make up the Internet. VoIP technology converts analog voice into digital information and sends it over the Internet in small packets. This allows several phone calls to use the space that just one call would have occupied in a traditional (circuit-switched) network. Before the call reaches its final destination it is then converted back to the traditional (circuit-switched) network thus not requiring customers to change or add any equipment.

All services under this Section are offered pursuant to the provisions of Sections 1 through 2 preceding and in conjunction with the Company's interstate services. All rate categories require varying minimum monthly usage. All calls under this plan are subject to an eighteen (18) second minimum and billed in six (6) second increments. Carrier offers services under this tariff based on the Rate Plans and Rate Categories as specified in Table 1.

Table 1

Rate Category	Rate Plan	Call Unit Rate	18 Second Minimum Call Unit or Fraction	6 Second Incremental Call Unit or Fraction	Required Minimum Monthly Intrastate Usage
VI	VOIP 6	$0.079	$0.0237	$0.0079	$0.00
V	VOIP 5	$0.069	$0.0207	$0.0069	$25.00
IV	VOIP 4	$0.059	$0.0177	$0.0059	$50.00
III	VOIP 3	$0.049	$0.0147	$0.0049	$100.00
II	VOIP 2	$0.039	$0.0117	$0.0039	$125.00
I	VOIP 1	$0.029	$0.0087	$0.0029	$150.00

10.1.1 Any Rate Category I-IV customers in service on or before April 15, 2013, 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 July 18, 2013, that are reflected on invoices rendered on or after August 15, 2013. (C)

10.1.2 Any Rate Category V customers in service on or before April 15, 2013, 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 VI, effective for all calls on or after July 18, 2013, that are reflected on invoices rendered on or after August 15, 2013. (C)

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SECTION 10 – VoIP Communications Plan (Cont'd)

10.2 Dedicated Rates

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

Table 2

Rate Category	Rate Plan	Call Unit Rate	18 Second Minimum Call Unit or Fraction	6 Second Incremental Call Unit or Fraction	Required Minimum Monthly Intrastate Usage
IV	D-1	$0.069	$0.0207	$0.0069	$100.00
III	D-2	$0.059	$0.0177	$0.0059	$150.00
II	D-3	$0.049	$0.0147	$0.0049	$200.00
I	D-4	$0.039	$0.0117	$0.0039	$250.00

10.3 Calling Card Rate

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

Peak/Business Day	$0.165 cents per call unit
Off-Peak/Non-Business Day	$0.148 cents per call unit

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SECTION 10 – VoIP Communications Plan (Cont'd)

10.4 Fees and Charges

10.4.1 Directory Assistance Charge: $1.25/per call

10.4.2 Toll Free Access Service (TFAS)

Customers shall pay a monthly account charge of $15.00 per account for Toll Free Access Service.

10.4.3 Directory Listing Charge

Customers who want their toll free number listed in any national, regional, or local directory of toll free access numbers shall pay the monthly listing charge of $15.00 per number.

10.4.4 Diskette Billing Charge: $15.00/per month

10.4.5 Waiver of Charges

A Miscellaneous charge will be waived upon request whenever application of such charge 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. Nothing herein shall be construed to require Company to waive any charge if in Company's sole and exclusive discretion, such waiver conflicts or may conflict with law or regulation. Waivers will be granted to customers similarly situated. A customer is similarly situated if the circumstances of that customer are substantially and materially like those which justified the waiver in the first instance.

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SECTION 10 – VoIP Communications Plan (Cont'd)

10.5 Promotions

10.5.1 "10 Day Free Trial" Promotion

New customers that meet the eligibility requirements set forth below, may receive credits equal to the total call traffic charges of your first ten (10) days of service, excluding taxes, after selection of this promotion.

This promotion is non-cumulative and CANNOT be carried over to any following month or otherwise accumulated. Should any calculated credit exceed the actual long distance call traffic charges for that invoice, then the credit amount is limited to the actual amount of the call traffic charges appearing on the bill subject to this promotion.

Eligibility. To be eligible for this offering, customer must: have initiated service; have current usage which exceeds the established minimum monthly usage levels for the applicable service and have selected this offering prior to the charges rendered in your bill.

10.5.2 "20% Yearly Rebate" Promotion

New, "saved" and "winback" customers who meet the eligibility requirements set forth below, may receive credits or reimbursement under the "20% Yearly Rebate" Promotion as follows:

A credit applied to the customer's 13th bill in an amount equal to 20% of customer's total charges for the previous 12 bills. Credit calculation excludes all applicable taxes and line rental charges. This promotion is cumulative and CAN be carried over to any following month or otherwise accumulated.

Eligibility. To be eligible for this offering, customers must: have initiated service; have no delinquent account balances; have received consecutive and uninterrupted service for the preceding 12 invoice periods; and have selected this offering prior to the charges rendered. Additionally, Customers must contact the Company to confirm the promotion selection after service initiation.

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SECTION 10 – VoIP Communications Plan (Cont'd)

10.5 Promotions (Cont'd)

10.5.3 "25% Invoice Credit" Promotion

Customers qualifying as either a "saved" or a "winback" customer, may receive a credit on each invoice beginning with your second invoice following commencement of this promotion on your account, equal to up to 25% of your call long distance charges as shown on your previous invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, and excluding any "25% Invoice Credit" credits as applied to the same previous invoice.

10.5.4 "Every 4th Invoice Free" Promotion

"Saved" and "winback" customers who meet the eligibility requirements set forth below, may receive credits under the "Every 4th Invoice Free" Promotion as follows:

A credit applied to every fourth invoice, starting with customer's fourth invoice after selection of the promotion (4^{th}, 8^{th}, 12^{th}, 16^{th}, etc.), equal to an average of the long distance call traffic charges appearing on the three invoices immediately preceding the credit invoice, excluding applicable taxes.

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

Eligibility. To be eligible for this offering, customers must: have initiated service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have no past due amount on account; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice. Additionally, Customers must contact the Company to confirm the promotion selection after service initiation.

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SECTION 10 – VoIP Communications Plan (Cont'd)

10.5 Promotions (Cont'd)

10.5.5 "No Taxes, Fees or Surcharges" Promotion

New, "saved" and "winback" customers who meet the eligibility requirements set forth below, may receive credit under the "No Taxes, Fees or Surcharges" Promotion as follows:

A credit for all taxes, fees and surcharges which will appear as a separate line on the customer's invoice. This promotion may only be combined with the "10 Day Free Trial" Promotion.

Eligibility. To be eligible for this offering, customers must: have initiated service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have no past due amount on account; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice. Additionally, Customers must contact the Company to confirm the promotion selection after service initiation.

ALL MATERIAL ON THIS PAGE IS NEW

SECTION 11 – Optic Communications Plan

11.1 Services & Rates

The Company's Optic Communications' service plan offers switched outbound and inbound service to business subscribers. All rate categories require varying minimum monthly usage. All calls under this plan are subject to an eighteen (18) second minimum, billed in six (6) second increments thereafter, and are charged according to the total call unit rate methodology as described in Section 2.C.1. Carrier offers services under this tariff based on the Rate Plans and Rate Categories as specified in Table 1.

Table 1

Rate Category	Rate Plan	Call Unit Rate	Required Minimum Monthly Intrastate Usage
XI	OPTIC 11	$0.165	$0.00
X	OPTIC 10	$0.149	$25.00
IX	OPTIC 9	$0.139	$50.00
VIII	OPTIC 8	$0.129	$75.00
VII	OPTIC 7	$0.119	$100.00
VI	OPTIC 6	$0.099	$125.00
V	OPTIC 5	$0.089	$150.00
IV	OPTIC 4	$0.079	$175.00
III	OPTIC 3	$0.069	$200.00
II	OPTIC 2	$0.049	$225.00
I	OPTIC 1	$0.039	$250.00

11.1.1 Reserved for Future Use.

11.1.2 Reserved for Future Use.

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SECTION 11 – Optic Communications Plan (Cont'd)

11.2 Dedicated Rates

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

Table 2

Rate Category	Rate Plan	Call Unit Rate	Required Minimum Monthly Intrastate Usage
IV	D-1	$0.069	$100.00
III	D-2	$0.059	$150.00
II	D-3	$0.049	$200.00
I	D-4	$0.039	$250.00

11.3 Calling Card Rate

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

Peak/Business Day	$0.165 cents per call unit
Off-Peak/Non-Business Day	$0.148 cents per call unit

ALL MATERIAL ON THIS PAGE IS NEW

SECTION 11 – Optic Communications Plan (Cont'd)

11.4 Fees and Charges

11.4.1 Directory Assistance Charge: $1.25/per call

11.4.2 Toll Free Access Service (TFAS)

Customers shall pay a monthly account charge of $15.00 per account for Toll Free Access Service.

11.4.3 Directory Listing Charge

Customers who want their toll free number listed in any national, regional, or local directory of toll free access numbers shall pay the monthly listing charge of $15.00 per number.

11.4.4 Remote Access

A per call surcharge of $0.69 applies to all calls originated at payphones using a service access code.

11.4.5 Diskette Billing Charge: $15.00/per month

11.4.6 Universal Service Fund: 1% of intrastate revenue

ALL MATERIAL ON THIS PAGE IS NEW

SECTION 11 – Optic Communications Plan (Cont'd)

11.5 Promotions

11.5.1 "25% Invoice Credit" Promotion

Customers qualifying as either a "saved" or a "winback" customer, may receive a credit on each invoice beginning with your second invoice following commencement of this promotion on your account, equal to up to 25% of your call long distance charges as shown on your previous invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, and excluding any "25% Invoice Credit" credits as applied to the same previous invoice.

11.5.2 "Every 4th Invoice Free" Promotion

"Saved" and "winback" customers who meet the eligibility requirements set forth below, may receive credits under the "Every 4th Invoice Free" Promotion as follows:

A credit applied to every fourth invoice, starting with customer's fourth invoice after selection of the promotion (4th, 8th, 12th, 16th, etc.), equal to an average of the long distance call traffic charges appearing on the three invoices immediately preceding the credit invoice, excluding applicable taxes.

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

Eligibility. To be eligible for this offering, customers must: have initiated service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have no past due amount on account; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice. Additionally, Customers must contact the Company to confirm the promotion selection after service initiation.

ALL MATERIAL ON THIS PAGE IS NEW

SECTION 11 – Optic Communications Plan (Cont'd)

11.5 Promotions (Cont'd)

11.5.3 "First Invoice Free" Promotion

New Optic Communications customers, who meet the eligibility requirements below, may receive credits equal to the total long distance usage charges billed on customer's first invoice, excluding taxes, fees, and surcharges, after the selection of this promotion.

Any credit not extinguished by partial first invoice can be carried over to following month. Any credit carried over cannot exceed 50% of eligible total amount via promotion.

Eligibility. To be eligible for this offering, customer must: have initiated service; have current usage which exceeds the established minimum monthly usage levels for the applicable service and have selected this offering prior to the charges rendered in customer's bill. To retain eligibility, customers subscribing to this promotion must comply with the 60-day notice of cancellation requirement as outlined above in section 3. Failure to do so may result in loss of promotional credit applied to customer's account.

11.5.4 "20% Quarterly Rebate" Promotion

New, "saved" and "winback" Optic Communications customers who meet the eligibility requirements set forth below, may receive credits or reimbursement under the "20% Quarterly Rebate" Promotion as follows:

A credit applied to customer's every 3rd invoice in an amount equal to 20% of customer's total long distance usage charges for the previous two invoices. Credit calculation excludes all applicable taxes and line rental charges. This promotion is cumulative and CAN be carried over to any following month or otherwise accumulated.

Eligibility. To be eligible for this offering, customers must: have initiated service; have no delinquent account balances; have received consecutive and uninterrupted service for the preceding two invoice periods; and have selected this offering prior to the charges rendered. Customer cannot have previously received multiple Free Invoice credits. Additionally, Customers must contact the Company to confirm the promotion selection after service initiation.

SECTION 12 – QuantumLink Communications Plan

12.1 Services & Rates

The Company's QuantumLink Communications' service plan offers switched outbound and inbound service to business subscribers. All rate categories require varying minimum monthly usage. All calls under this plan are subject to an eighteen (18) second minimum, billed in six (6) second increments thereafter, and are charged according to the total call unit rate methodology as described in Section 2.C.1. Carrier offers services under this tariff based on the Rate Plans and Rate Categories as specified in Table 1.

Table 1

Rate Category	Rate Plan	Call Unit Rate	Required Minimum Monthly Intrastate Usage
XI	QLC 11	$0.165	$0.00
X	QLC 10	$0.149	$25.00
IX	QLC 9	$0.139	$50.00
VIII	QLC 8	$0.129	$75.00
VII	QLC 7	$0.119	$100.00
VI	QLC 6	$0.099	$125.00
V	QLC 5	$0.089	$150.00
IV	QLC 4	$0.079	$175.00
III	QLC 3	$0.069	$200.00
II	QLC 2	$0.049	$225.00
I	QLC 1	$0.039	$250.00

a. Any Rate Category I-IX customers in service on or before April 15, 2013, 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 July 18, 2013, that are reflected on invoices rendered on or after August 15, 2013. (C)

b. Any Rate Category X customers in service on or before April 15, 2013, 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 July 18, 2013, that are reflected on invoices rendered on or after August 15, 2013. (C)

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SECTION 12 – QuantumLink Communications Plan (Cont'd)

12.2 Dedicated Rates

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

Table 2

Rate Category	Rate Plan	Call Unit Rate	Required Minimum Monthly Intrastate Usage
IV	D-1	$0.069	$100.00
III	D-2	$0.059	$150.00
II	D-3	$0.049	$200.00
I	D-4	$0.039	$250.00

12.3 Calling Card Rate

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

Peak/Business Day	$0.165 cents per call unit
Off-Peak/Non-Business Day	$0.148 cents per call unit

ALL MATERIAL ON THIS PAGE IS NEW

SECTION 12 – QuantumLink Communications Plan (Cont'd)

12.4 Fees and Charges

12.4.1 Directory Assistance Charge: $1.25/per call

12.4.2 Toll Free Access Service (TFAS)

Customers shall pay a monthly account charge of $15.00 per account for Toll Free Access Service.

12.4.3 Directory Listing Charge

Customers who want their toll free number listed in any national, regional, or local directory of toll free access numbers shall pay the monthly listing charge of $15.00 per number.

12.4.4 Remote Access

A per call surcharge of $0.69 applies to all calls originated at payphones using a service access code.

12.4.5 Diskette Billing Charge: $15.00/per month

12.4.6 Universal Service Fund: 1% of intrastate revenue

ALL MATERIAL ON THIS PAGE IS NEW

SECTION 12 – QuantumLink Communications Plan (Cont'd)

12.5 Promotions

12.5.1 "25% Invoice Credit" Promotion

Customers qualifying as either a "saved" or a "winback" customer, may receive a credit on each invoice beginning with your second invoice following commencement of this promotion on your account, equal to up to 25% of your call long distance charges as shown on your previous invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, and excluding any "25% Invoice Credit" credits as applied to the same previous invoice.

12.5.2 "Every 4th Invoice Free" Promotion

"Saved" and "winback" customers who meet the eligibility requirements set forth below, may receive credits under the "Every 4th Invoice Free" Promotion as follows:

A credit applied to every fourth invoice, starting with customer's fourth invoice after selection of the promotion (4th, 8th, 12th, 16th, etc.), equal to an average of the long distance call traffic charges appearing on the three invoices immediately preceding the credit invoice, excluding applicable taxes.

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

Eligibility. To be eligible for this offering, customers must: have initiated service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have no past due amount on account; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice. Additionally, Customers must contact the Company to confirm the promotion selection after service initiation.

ALL MATERIAL ON THIS PAGE IS NEW

SECTION 12 – QuantumLink Communications Plan (Cont'd)

12.5 Promotions (Cont'd)

12.5.3 "First Invoice Free" Promotion

New QuantumLink Communications customers, who meet the eligibility requirements below, may receive credits equal to the total long distance usage charges billed on customer's first invoice, excluding taxes, fees, and surcharges, after the selection of this promotion.

Any credit not extinguished by partial first invoice can be carried over to following month. Any credit carried over cannot exceed 50% of eligible total amount via promotion.

Eligibility. To be eligible for this offering, customer must: have initiated service; have current usage which exceeds the established minimum monthly usage levels for the applicable service and have selected this offering prior to the charges rendered in customer's bill. To retain eligibility, customers subscribing to this promotion must comply with the 60-day notice of cancellation requirement as outlined above in section 3. Failure to do so may result in loss of promotional credit applied to customer's account.

12.5.4 "20% Quarterly Rebate" Promotion

New, "saved" and "winback" QuantumLink Communications customers who meet the eligibility requirements set forth below, may receive credits or reimbursement under the "20% Quarterly Rebate" Promotion as follows:

A credit applied to customer's every 3rd invoice in an amount equal to 20% of customer's total long distance usage charges for the previous two invoices. Credit calculation excludes all applicable taxes and line rental charges. This promotion is cumulative and CAN be carried over to any following month or otherwise accumulated.

Eligibility. To be eligible for this offering, customers must: have initiated service; have no delinquent account balances; have received consecutive and uninterrupted service for the preceding two invoice periods; and have selected this offering prior to the charges rendered. Customer cannot have previously received multiple Free Invoice credits. Additionally, Customers must contact the Company to confirm the promotion selection after service initiation.