

CHECK SHEET

Sheets 1 through 46, inclusive, of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
TP	Original	37	Third Revised*		
1	Fifth Revised*	38	Original		
2	Original	39	Original		
3	Original	40	Original		
4	Original	41	Original		
5	Original	42	Original		
6	Original	43	Original		
7	Original	44	Original		
8	Original	45	Original		
9	Original	46	Original		
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25	Original				
26	Original				
27	Original				
28	Original				
29	Original				
30	Original				
31	Original				
32	Original				
33	Second Revised				
34	Original				
35	Original				
36	Original				

*Denotes pages changed with this filing

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Effective: July 1, 2006

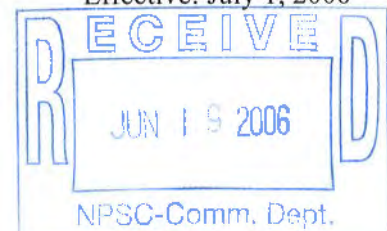
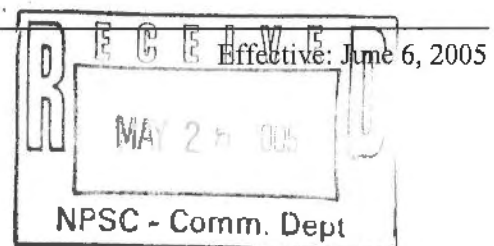


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SYMBOLS

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

C - Changed Regulation.

D - Delete or discontinue.

I - Change Resulting in an increase to a customer's bill.

M - Moved from another tariff location.

N - New

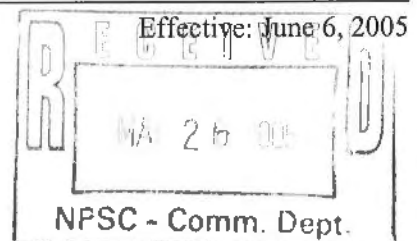
R - Change resulting in a reduction to a customer's bill.

T - Change in text but no change in rate or charge.

Z - Administrative Error

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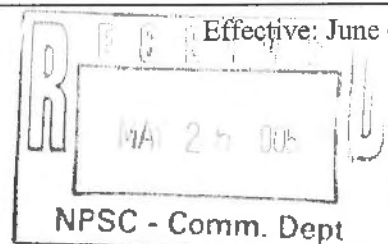
APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate resale common carrier communications service by NOS COMMUNICATIONS, INC. d/b/a Blueridge Telecom Systems within the state of Nebraska.

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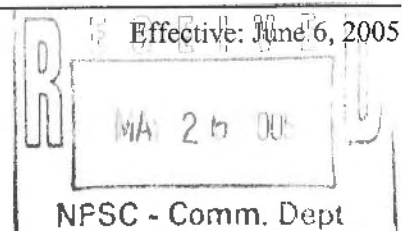


TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a letter is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the NPSC. For example, the Fourth Revised Sheet 14 cancels the Third Revised Sheet 14. Because of various suspension periods, deferrals, etc. the NPSC follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the NPSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the NPSC.

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SECTION 1
TECHNICAL TERMS AND ABBREVIATIONS

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

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

Call Unit (CU) - The common pricing component in Company's rate structure is the "Call Unit (CU)" of which there are three categories: the minimum call unit (MCU), incremental call unit (ICU), and equivalent call unit (ECU). These call units are added together to determine the total call unit (TCU) upon which the call is based.

Cents Per Minute (CPM) - The carrier's charges billed in whole cents or fractions of cents as Minimum and/or Incremental Call Units and apply to the duration of time in minutes or fractions thereof beginning when the Customer's call is connected to Carrier's network and ending when the call is disconnected from the network, but is not inclusive of non-transport, non-usage charges.

Commission - The Nebraska Public Service Commission.

Company or Carrier - NOS Communications, Inc. unless otherwise clearly indicated by the context.

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

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 lines(s) to their preferred interLATA carrier.

Equivalent Call Unit (ECU) - The Call Unit applied pursuant to this tariff to recover the non-transport (non-usage) costs incurred by Carrier in providing service.

Holidays - The Company observes the following holidays: New Years Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day

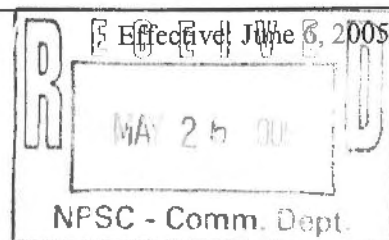
Incremental Call Unit (ICU) - The Call Unit by which the incremental duration of a call is charged. The ICU is applied pursuant to this tariff to recover the transport (usage) costs of the incremental duration of a call and measured in 6, 96, or other increments of Bill Seconds as may be specified herein.

LEC - Local Exchange Company

Minimum Call Unit (MCU) - The Call Unit by which the minimum duration of a call is charged. The MCU is applied pursuant to this tariff to recover the transport (usage) costs of the initial or minimum duration of a call and measured in 18, 96, or other increments of Bill Seconds as may be specified herein.

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SECTION 1
TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

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

NPSC - The Nebraska Public Service Commission.

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

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

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

NOS - Used throughout this tariff in reference to NOS Communications, Inc.

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

Special Access Termination - Where terminating access between the called party and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the customer of the circuits.

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

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

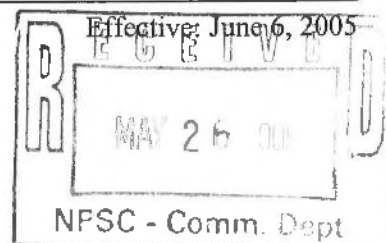
Total Call Units (TCU) - The total number of applicable Call Units (Minimum, Incremental, Equivalent) billed in whole numbers and fractionally in tenths (e.g., .3, 1.2, and so forth) used to determine the charges necessary to recover the Carrier's transport and non-transport costs incurred in providing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

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

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.

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SECTION 2
RULES AND REGULATIONS

2.1 Undertaking of NOS Communications, Inc.

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

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

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

2.2 Limitations

2.2.1 Service is offered in Equal Access areas only.

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

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

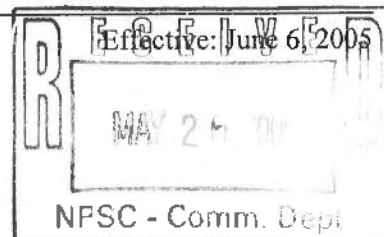
2.2.4 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.5 All facilities provided under this tariff are directly 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.

2.2.6 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.

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SECTION 2
RULES AND REGULATIONS (Cont'd)

2.3 Use

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

2.4 Liabilities of the Company

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

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

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

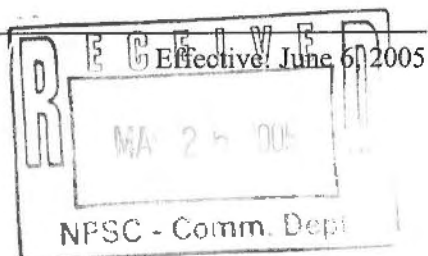
2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

2.5 Deposits

The Company does not require a deposit from the Customer.

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SECTION 2
RULES AND REGULATIONS (Cont'd)

2.6 Advance Payments

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

2.7 Taxes

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

2.8 Terminal Equipment

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

2.9 Installation and Termination

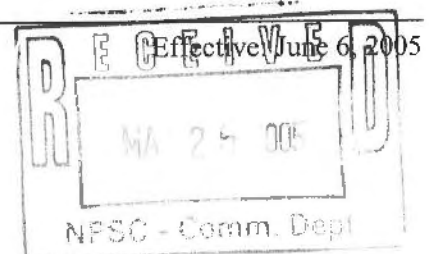
Service is installed upon mutual agreement between the customer and the Company. The service agreement does not alter rates specified in this tariff.

2.10 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.

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SECTION 2
RULES AND REGULATIONS (Cont'd)

2.11 Payment for Service

The customer is responsible for payment of all charges for services and equipment furnished to the customer or to an Authorized User of the customer by the Company. All charges due by the customer are payable to the Company or to any agency duly authorized to receive such payments. The billing entity may be the Company, a local exchange telephone company, interexchange carrier, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Nebraska Public Service Commission. 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.

2.12 Customer Overpayments

A customer overpayment is defined as payment by the customer in excess of the correct charges which was caused by erroneous billing by the Carrier. The customer shall be credited for the overpayment.

2.13 Late Payment Charge

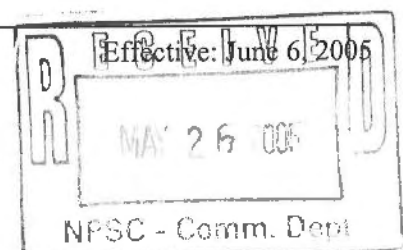
The Company will assess a late payment charge equal to 1.5% for any past due balance that exceeds thirty days. The late payment penalty will be assessed only once on each monthly bill for services and the penalty will not be applied to unpaid previous penalties.

2.14 Cancellation by Customer

Customer may cancel service by providing 30 days' written notice to the Company.

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SECTION 2
RULES AND REGULATIONS (Cont'd)

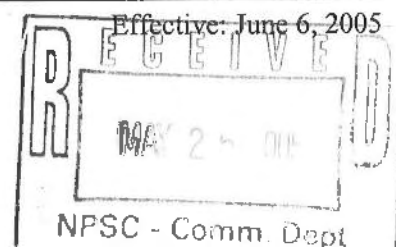
2.15 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the customer shall be given 15 days' notice to comply with any rule or remedy any deficiency:

- 2.15.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.15.2 For use of telephone service for any other property or purpose than that described in the application.
- 2.15.3 For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- 2.15.4 For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission, provided five (5) days' written notice is given before termination.
- 2.15.5 For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the customer, except in extreme cases.
- 2.15.6 Without notice in the event of customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- 2.15.7 Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- 2.15.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.15.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such services.
- 2.15.10 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.15.11 For extended periods of inactivity over sixty (60) days.

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SECTION 2
RULES AND REGULATIONS (Cont'd)

2.16 Inspection, Testing and Adjustment

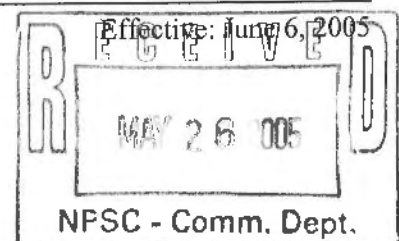
Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.17 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive specified fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company.

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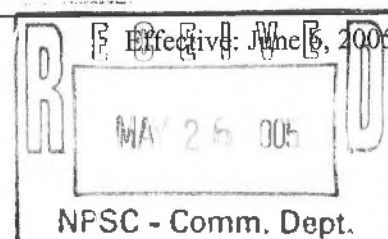
SECTION 2
RULES AND REGULATIONS (Cont'd)

2.18 Interruption of Service

- 2.18.1 Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment or communications systems provided by the customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by customer. Before giving such notice, customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by customer and connected to the Company's terminal. Interruptions caused by customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the customer has the option of using the long distance network via local exchange company access.
- 2.18.2 No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.18.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of Company or in the event Company is entitled to a credit for the failure of the facilities of Company's Underlying Carrier used to furnish customer's service.
- 2.18.4 No credit shall be allowed:
- A. For failure of services or facilities of customer; or
 - B. For failure of services or equipment caused by the negligence or willful acts of customer.
- 2.18.5 Credit for an interruption shall commence after customer notifies Company of the interruption or when Company becomes aware thereof, and ceases when service has been restored.
- 2.18.6 Credits are applicable only to that portion of service interrupted.
- 2.18.7 For purposes of credit computation, every month shall be considered to have 720 hours.

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SECTION 2
RULES AND REGULATIONS (Cont'd)

2.18 Interruption of Service (Cont'd)

2.18.8 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.18.9 The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of any monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

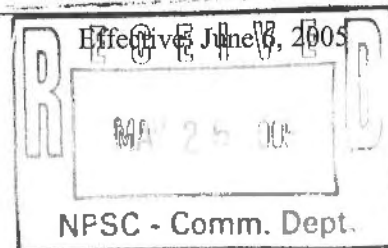
$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

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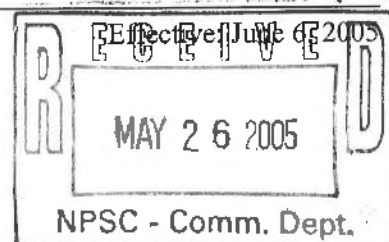
SECTION 2
RULES AND REGULATIONS (Cont'd)

2.19 Responsibilities of the Customer

- 2.19.1 The customer is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the customer to Authorized Users. The customer is responsible for the payment of charges for all calls originated at the customer's premises utilizing the Company's services.
- 2.19.2 If the customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company equipment, personnel, or the quality of service to other customers, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the customer's service.
- 2.19.3 The customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the customer, users, or others, by improper use of the services, or by use of equipment provided by the customer, users, or others.
- 2.19.4 The customer must pay for the loss through theft of any the Company equipment installed at customer's premises.
- 2.19.5 The customer is responsible for payment of the charges set forth in this tariff.
- 2.19.6 The customer is responsible for compliance with the applicable regulations set forth in this Tariff.

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SECTION 2
RULES AND REGULATIONS (Cont'd)

2.20 General Customer Eligibility Requirements

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

2.20.1 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.

2.20.2 Timely Payment of Charges

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

2.20.3 No History of Delinquencies

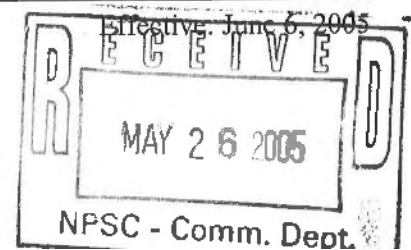
Presently, or at any time during a previous service period with Company or any commonly-owned telecommunication service provider, Customer may not have had or have any delinquencies in payment of applicable charges.

2.20.4 Creditworthiness

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

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SECTION 2
RULES AND REGULATIONS (Cont'd)

2.21 Service Cancellation, Discontinuance and Termination

Subject to and to be construed consistent with section 2.15, preceding, and under applicable circumstances as set forth following, Company's services may be canceled, temporarily or permanently discontinued or terminated without liability of any kind to customer or any third party. Company's right to cancel, discontinue and/or terminate a service or services applies equally to and/or may in Company's discretion be limited to new orders for or modifications to existing service, new service orders, modifications of services yet to be commenced or other service circumstances.

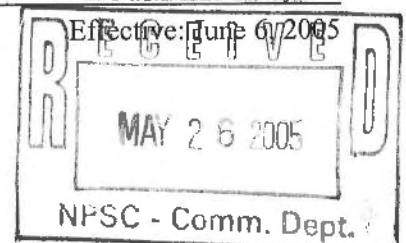
2.21.1 Cancellation

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

- 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)

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

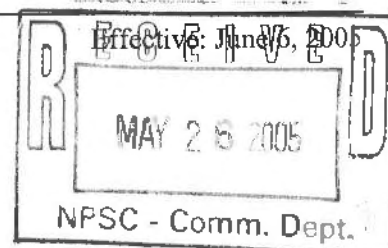
2.21.2 Temporary Discontinuance

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 discountenances 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. 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, in Company's sole discretion, subject to compliance with state law and regulation, with either a deposit or an advance payment as duly tariffed herein, in any case, such deposit or advance payment must be provided Company by wire transfer pursuant to banking instructions provided by Company.

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SECTION 2
RULES AND REGULATIONS (Cont'd)

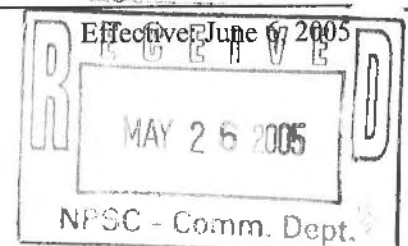
2.21 Service Cancellation, Discontinuance and Termination (Cont'd)

2. 21.2 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, in Company's sole discretion, subject to compliance with state law and regulation, with either a deposit or an advance payment as duly tariffed herein.
- 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:
1. 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;
 2. Disputes arising from Company's bill presentation format;
 3. Disputes arising from Company's rate structure;
 4. 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
 5. Customer's dispute of the correctness of Company's determination to reject customer's original "legitimate" dispute of Company's charges.

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SECTION 2
RULES AND REGULATIONS (Cont'd)

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

2. 21.3 Permanent Discontinuance

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.

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 2.21.2.D, preceding, that the service or services may be reinstituted according to the original terms and conditions applicable to said service or services as set forth in this tariff; or the causes giving rise to the temporary discontinuance in the first instance have not been resolved permitting reinstitution of service on the terms and conditions applicable prior to temporary discontinuance of service. Company will provide prior written notice of permanent discontinuance within a reasonable time, not to exceed five (5) business days once Company determines permanent discontinuance is required.

2. 21.4 Termination

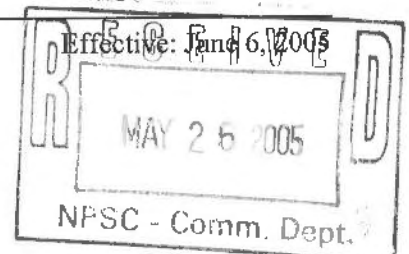
A service or services are considered "terminated" when Company ceases to provision the service or services for a customer or class of customers or determines that offering the service or services is no longer warranted because customer demand for the service or services has fallen below the level needed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

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, regulations, or government policy have separately or in combination made continued provisioning of the service or services technically and/or competitively infeasible, economically unviable, or operationally impracticable.

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SECTION 2
RULES AND REGULATIONS (Cont'd)

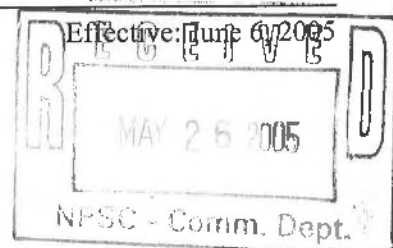
2.21 Service Cancellation, Discontinuance and Termination (Cont'd)

2.21.5 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.

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SECTION 2
RULES AND REGULATIONS (Cont'd)

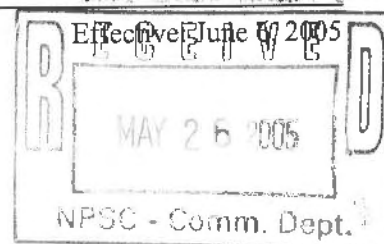
2.21 Service Cancellation, Discontinuance and Termination (Cont'd)

2.21.5 Service Term Commitments (Cont'd)

- 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.
- 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.

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SECTION 2
RULES AND REGULATIONS (Cont'd)

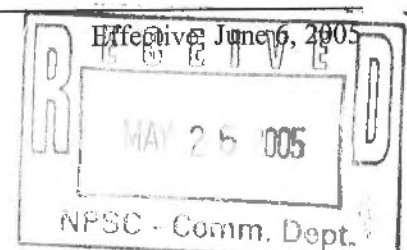
2.21 Service Cancellation, Discontinuance and Termination (Cont'd)

2.21.5 Service Term Commitments (Cont'd)

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

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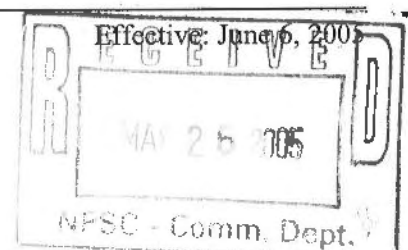
SECTION 2
RULES AND REGULATIONS (Cont'd)

2.22 Limitations of Actions

- 2.22.1 All actions at law or in equity, and/or all complaints to regulatory authorities against Company for the recovery of damages and/or seeking mandates requiring the Company to take action or to cease any action which is not based on tariffed charges shall be begun within one year from the time the cause of action accrues and not after. Commencement of an action or complaint does not relieve Customer's duties to pay Company's charges.
- 2.22.2 All actions at law or in equity, and/or all complaints to regulatory authorities against Company for the recovery of overcharges based on tariffed rates shall be begun within one year from the time the cause of action accrues and not after, except that if a claim for the overcharge has been presented in writing to Company within the one-year period of limitation, said period shall be extended to include one year from the time the notice in writing is given by the Company to the claimant of disallowance of the claim, or any part or parts thereof, specified in such notice. Commencement of an action or complaint does not relieve Customer's duties to pay Company's charges.
- 2.22.3 All actions at law by Company for recovery of its lawful charges, or any part thereof, shall be begun within one year from the time the cause of action accrues, and not after. If on or before the period of limitation in sections 2.22.1 or 2.22.2, preceding, Company begins action under this section for recovery of lawful charges in respect to the same service, or, without beginning action, collects charges in respect if that service, said period of limitation shall be extended to include ninety (90) days from the date such action is begun or such charges are collected by Company.
- 2.22.4 The term "overcharges" as used in this section shall be deemed to mean charges for services in excess of those applicable to such service or services under the Company's schedules of charges lawfully on file with the Commission.

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SECTION 2
RULES AND REGULATIONS (Cont'd)

2.23 Arbitration of Disputes

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

SECTION 3
DESCRIPTION OF SERVICES

3.1 General

Service is offered to residential or business customers and is available from equal access originating end offices only.

3.2 Timing of Calls

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

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

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

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

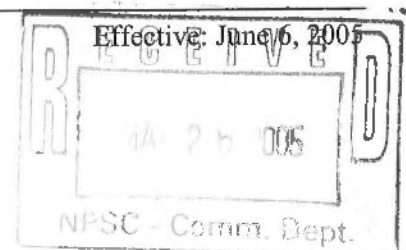
3.2.5 Carrier adds one or more ECUs in determining TCUs to recover the equivalent of the costs for the non-transport functions of providing a call according to a non-discriminatory algorithm applied to all Customers unless otherwise provided herein.

3.2.6 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.

3.2.7 All services are offered pursuant to the provisions of Section 3 and in conjunction with the Company's interstate services.

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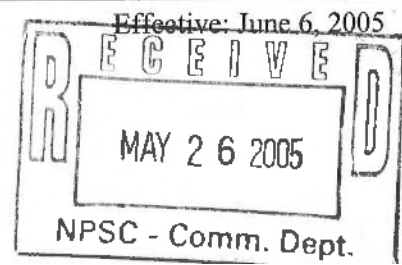
SECTION 3
DESCRIPTION OF SERVICES (Cont'd)

3.3 Rounding

- 3.3.1 Rounding at 18/6. Services with billing increments of 6 second increments and an 18 second minimum, are billed as follows - calls of 17 seconds or less are rounded up to 18 seconds which is 1 Minimum Call Unit or MCU and calls of 19 seconds and above which do not end precisely on a full 6 second interval are rounded up to the next highest 6 second interval at call termination.
- 3.3.2 Rounding at 96/96. Services with billing increments of 96 second increments with a 96 second minimum, are billed as follows - calls of 95 seconds or less are rounded to 96 seconds which is 1 Minimum Call Unit or MCU and calls of 97 seconds and above which do not end precisely on a full 96 second interval are rounded up to the next highest 96 second interval at call termination.
- 3.3.2 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).

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SECTION 3
DESCRIPTION OF SERVICES (Cont'd)

3.4 Total Call Unit Calculations

Total charges per call are calculated by using the information provided in Tables 1 or 2 to determine the Total Call Units ("TCU's") in each call. The total cost of the call is calculated 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.

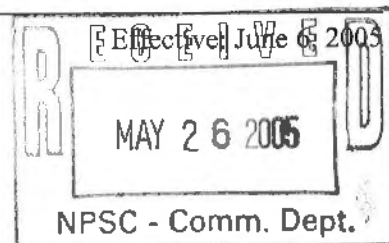
TABLE 1 - Calls of One Minute or Less			
<u>Duration (In seconds)</u>	<u>TCU's</u>	<u>Duration (In seconds)</u>	<u>TCU's</u>
1-18 Seconds*	3.2	37-42 Seconds	4.1
19-22 Seconds	3.3	43-44 Seconds	4.2
23-24 Seconds	3.4	45-48 Seconds	4.3
25-26 Seconds	3.5	49-53 Seconds	4.4
27-29 Seconds	3.6	54 Seconds	4.5
30 Seconds	3.7	55-58 Seconds	4.6
31-35 Seconds	3.9	59 Seconds	4.7
36 Seconds	4.0	60 Seconds	4.8
* Calls are subject to an 18-second minimum.			

TABLE 2 - Calls of One or More Minutes	
<u>Duration (In minutes)</u>	<u>Formula Calculations</u>
1-19.9 Minutes	TCU's = [Call Duration (in minutes) x 2.2 + 2.6]
20 + Minutes	TCU's = [Call Duration (in minutes) + 26.6]

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

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SECTION 3
DESCRIPTION OF SERVICES (Cont'd)

3.4 Total Call Unit Calculations (Cont'd)

3.4.1 Call Examples: The following three call examples utilize the charts listed above in Tables 1 or 2 and are based on a Customer that has a rate of \$0.039 cents per total call unit:

A. Example of a 30 Second Call (See TABLE 1)

30 Seconds = 3.7 TCUs

3.7 TCUs x \$0.039 cents per total call unit = \$0.1443

B. Example of a 15 Minute Call (See TABLE 2)

15 (minutes) x 2.2 + 2.6 = 35.6 TCUs

35.6 TCUs x \$0.039 cents per total call unit = \$1.3884

C. Example of a 45 Minute Call (See TABLE 2)

45 (minutes) + 26.6 = 71.6 TCUs

71.6 TCUs x \$0.039 cents per total call unit = \$2.7924

SECTION 3
DESCRIPTION OF SERVICES (Cont'd)

3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the serving wire center of the originating Customer's switch and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the Difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:
$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

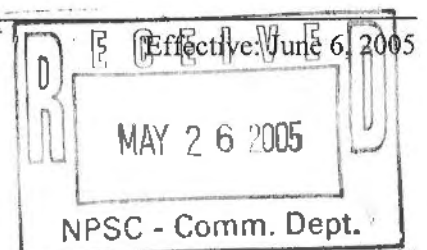
3.6 Time of Day Rate Periods

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

Times	Mon	Tues	Wed	Thur	Fri	Sat	Sun
9:00 am to 4:00 pm	Business Day (Peak) Period						
4:01 pm to 8:59 am	Non-Business Day (Off-Peak) Period						

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SECTION 3
DESCRIPTION OF SERVICES (Cont'd)

3.7 Fees and Charges

3.7.1 Directory Assistance Charge: \$1.25/per call

3.7.2 Toll Free Access Service (TFAS)

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

3.7.3 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.

3.7.4 Remote Access Surcharge

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

3.7.5 Diskette Billing Charge: \$15.00/per month

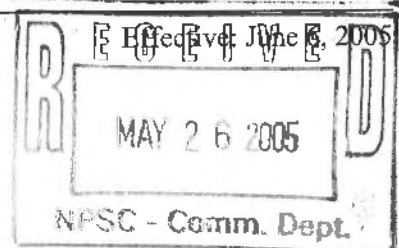
3.7.6 Universal Service Fund Assessment

A monthly charge required to fund the Nebraska Universal Service contribution obligations imposed by Nebraska Revised Statutes, Sections 86-1401 through 86-1410, as applicable to each customer as follows:

*Total Monthly Intrastate Charges per Invoice multiplied by 6.95%

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SECTION 4
FREEDOM PLAN FOR BUSINESS USERS

4.1 Services & Rates

The Company's Freedom Plan for Business User service plan offers switched outbound and inbound service to business subscribers. All services under Section 4 are offered pursuant to the provisions of Sections 1 through 3 of this tariff 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, billed in six (6) second increments thereafter, and are charged according to the total call unit rate methodology as described in Section 3.4. Carrier offers services under this tariff based on the Rate Plans and Rate Categories as specified in Table 1.

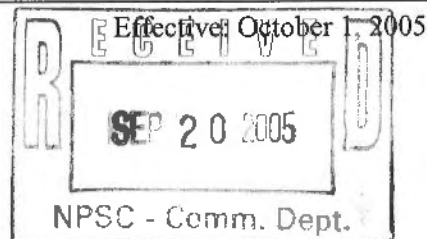
Table 1

Rate Category	Rate Plan	Total Call Unit Rate	Required Minimum Monthly Intrastate Usage
IX	Classic Q/Classic 2	\$0.249	\$0.00
VIII	Classic 1	\$0.239	\$25.00
VII	Universal	\$0.225	\$50.00
VI	Prime 2	\$0.179	\$75.00
V	Prime 1	\$0.169	\$100.00
IV	Super 1	\$0.159	\$125.00
III	Super 2	\$0.149	\$150.00
II	Cairo 1	\$0.049	\$175.00
I	Cairo 2	\$0.039	\$200.00

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

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SECTION 4
FREEDOM PLAN FOR BUSINESS USERS (Cont'd)

4.2 Save/Winback Rate

Customers who qualify as a "save" or "winback" customer, and who Company determines that, but for the availability of an alternative rate, Company would not be able to retain an existing customer ("save"), or would not be able to winback a prior customer already having switched its services to another carrier ("winback"), may be eligible for the rate of \$0.089 cents per call unit. Company may 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 this winback rate.

4.3 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	Total Call Unit Rate	Required Minimum Monthly Intrastate Usage
III	D-1/D-2	\$0.069	\$100.00
II	D-3	\$0.059	\$150.00
I	D-4	\$0.049	\$200.00

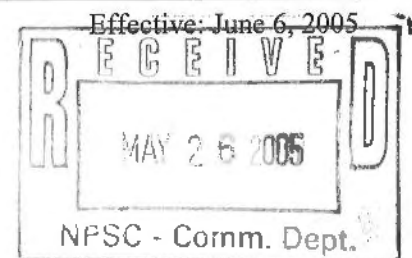
4.4 Calling Card Rate

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	\$0.224 cents per call unit
Off-Peak/Non-Business Day	\$0.201 cents per call unit

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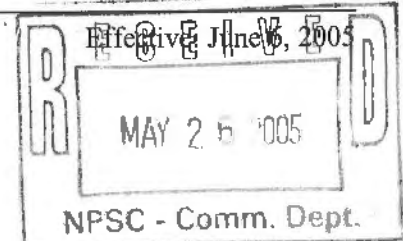
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SECTION 5
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SECTION 6
TELECOMPETITIVE AND PROMOTIONAL SERVICE OFFERINGS

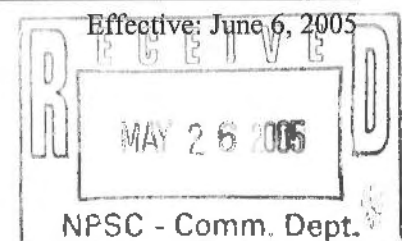
6.1 Telecompetitive Service Offerings ("TSOs")

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.

- 6.1.1 TSOs will comply with carrier's net revenue test which is founded on established economic principles ensuring above-cost pricing.
- 6.1.2 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.
- 6.1.3 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.

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SECTION 6
TELECOMPETITIVE AND PROMOTIONAL SERVICE OFFERINGS (Cont'd)

6.1 Telecompetitive Service Offerings ("TSOs") (Cont'd)

6.1.4 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 \$0.149 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 \$0.149 will have their Rate Category adjusted upward to a Rate Category corresponding to a call unit rate of \$0.149 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.

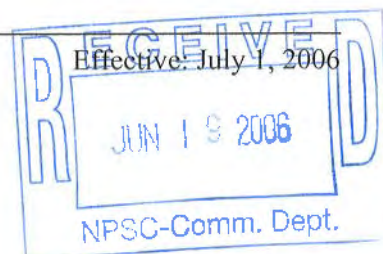
As of October 1, 2003, any Customer who has had the Freedom Plan Plus service offering active on their account for six or more consecutive invoices shall have this offering removed from their calling plan.

All Freedom Plan Plus customers in service on or before March 31, 2006, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories or to the highest available rate category, whichever is lower, effective for all calls on or after July 1, 2006, that are reflected on invoices rendered on or after August 1, 2006.

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SECTION 6
TELECOMPETITIVE AND PROMOTIONAL SERVICE OFFERINGS (Cont'd)

6.2 Promotional Service Offerings

6.2.1 "Pay Long Distance and the Fourth Invoice Free"

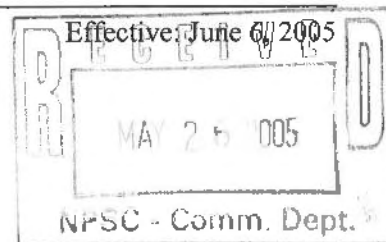
New business and residential Customers with at least \$75.00 in average actual monthly long distance charges (based on actual usage and charges from Customer's previous long distance carrier, excluding taxes and surcharges) are eligible for the "Pay Long Distance and the Fourth Invoice Free" promotional service offering. The credit for the Customer's actual long distance usage charges with the Customer's previous long distance carrier, excluding taxes, surcharges, and non-usage related fees, will be disbursed in equal amounts on the Customer's first two invoices with the Company. The fourth invoice free credit shall be based on the average long distance usage charges of the previous three invoices with the Company, may not exceed the averaged amounts and excludes taxes, surcharges and non-usage related fees. After receiving three "Fourth Invoice Free" credits customer will then receive the "Every Ninth Free" promotional service offering. Delinquent accounts are not eligible for this promotion.

6.2.2 "Pay Long Distance and Every Fourth Invoice Free"

New business and residential Customers with at least \$100.00 in average actual monthly long distance charges (based on actual usage and charges from Customer's previous long distance carrier, excluding taxes and surcharges) are eligible for the "Pay Long Distance and Every Fourth Invoice Free" promotional service offering. The credit for the Customer's actual long distance usage charges with the Customer's previous long distance carrier, excluding taxes, surcharges, and non-usage related fees, will be disbursed in equal amounts on the Customer's first two invoices with the Company. Beginning with the eighth consecutive invoice with the Company, customer will receive every fourth invoice free. The first credit shall be based on the average long distance usage charges of the previous seven invoices with the Company, may not exceed the averaged amounts and excludes taxes, surcharges and non-usage related fees. Subsequently, the every fourth invoice free credit shall be based on the average long distance usage charges of the previous three invoices with the Company and may not exceed the averaged amounts and excludes taxes, surcharges and non-usage related fees. Delinquent accounts are not eligible for this promotion.

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SECTION 6
TELECOMPETITIVE AND PROMOTIONAL SERVICE OFFERINGS (Cont'd)

6.2 Promotional Service Offerings (Cont'd)

6.2.3 "Four Is Key"

All business and residential long distance customers with at least \$50.00 in average monthly usage charges are eligible for the "Four Is Key" promotional plan. Under this promotional service offering, qualifying Customers are eligible to receive a credit for the fourth invoice. The credit shall be based on the average long distance usage charges of the previous three invoices and may not exceed the averaged amounts. After the first free invoice credit which appears on Customer's fourth invoice, the Customer will receive every ninth invoice free under the "Every Ninth Free" promotional service offering thereafter. Taxes, surcharges and non-usage related fees are not subject to the discount. This promotion may not be offered in conjunction with prepaid calling card promotions. Delinquent accounts are not eligible for this promotion.

6.2.4 "Every Fourth Free"

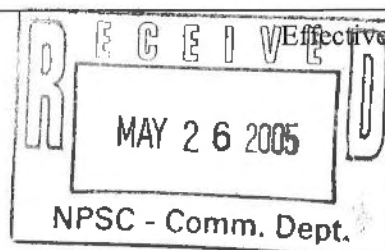
All business and residential long distance customers with at least \$125.00 in average monthly usage charges are eligible for the "Every Fourth Free" promotional plan. Under this promotional service offering, qualifying Customers are eligible to receive a credit every fourth invoice. The credit shall be based on the average long distance usage charges of the previous three invoices and may not exceed the averaged amount. Taxes, surcharges and non-usage related fees are not subject to the discount. This promotion will not apply to delinquent and past due accounts. Delinquent accounts are not eligible for this promotion.

6.2.5 "25 and 4"

All business and residential long distance customers with at least \$150.00 in average monthly usage charges are eligible for the "25 and 4" promotional plan. Under the "25 and 4" promotion, Customers are eligible to receive a 25 percent discount on all long distance usage charges. After the first promotional invoice, Customers are then converted to the "Every Fourth Free" promotional plan and will be credited the average monthly long distance charge every fourth invoice beginning with the fourth invoice. Customer remains responsible for all taxes, surcharges and non-usage related fees. Taxes, surcharges and non-usage related fees are not subject to the discount. Past due accounts are not eligible for this promotional offering. Delinquent accounts are not eligible for this promotion.

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SECTION 6
TELECOMPETITIVE AND PROMOTIONAL SERVICE OFFERINGS (Cont'd)

6.2 Promotional Service Offerings (Cont'd)

6.2.6 "Pay Long Distance and Every Third Invoice Free"

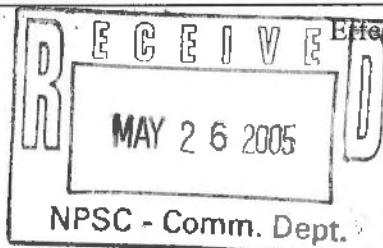
New, Save or Winback TCU Customers with at least \$125.00 in average actual monthly long distance charges (based on actual usage and charges from Customer's previous long distance carrier, excluding taxes and surcharges) are eligible for the "Pay Long Distance and Every Third Invoice Free" promotional service offering. The credit for the Customer's actual long distance usage charges with the Customer's previous long distance carrier, excluding taxes, surcharges, and non-usage related fees, will be disbursed in equal amounts on the Customer's first two invoices with the Company. Beginning with the sixth consecutive invoice with the Company, customer will receive every third invoice free. The first credit shall be based on the average long distance usage charges of the previous five invoices with the Company, may not exceed the averaged amounts and excludes taxes, surcharges and non-usage related fees. Subsequently, the every third invoice free credit shall be based on the average long distance usage charges of the previous two invoices with the Company and may not exceed the averaged amounts and excludes taxes, surcharges and non-usage related fees. Delinquent accounts are not eligible for this promotion.

6.2.7 "Thrice as Nice"

New business and residential TCU Customers with at least \$50.00 in average actual monthly long distance charges (based on actual usage and charges from Customer's previous long distance carrier, excluding taxes and surcharges) are eligible for the "Thrice as Nice" promotional service offering. The credit for the Customer's actual long distance usage charges with the Customer's previous long distance carrier, excluding taxes, surcharges, and non-usage related fees, will be disbursed in equal amounts on the Customer's first two invoices with the Company. The third invoice free credit shall be based on the average long distance usage charges of the previous two invoices with the Company and may not exceed the averaged amounts and excludes taxes, surcharges and non-usage related fees. After receiving three "Thrice as Nice" credits customer will then receive the "Every Ninth Free" promotional service offering. Delinquent accounts are not eligible for this promotion.

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SECTION 6
TELECOMPETITIVE AND PROMOTIONAL SERVICE OFFERINGS (Cont'd)

6.2 Promotional Service Offerings (Cont'd)

6.2.8 "Three is the Charm"

All business and residential customers that are on the Company's calling plan for at least three consecutive months are eligible for the "Three is the Charm" promotional plan. Under the "Three is the Charm" promotional plan, eligible Customers may receive a credit for every third invoice. The credit shall be applied to every third invoice and shall not exceed an amount equal to the average actual long distance usage charges of the two previous invoices. Taxes, surcharges and non-usage related fees are not subject to the discount. Delinquent accounts are not eligible for this promotion.

6.2.9 "25 and 3"

All business and residential long distance TCU customers with at least \$150.00 in average monthly usage charges are eligible for the "25 and 3" promotional plan. Under the "25 and 3" promotion, Customers are eligible to receive a 25 percent discount on their first two invoices. After the second promotional invoice, Customers are then converted to the "Three is the Charm" promotional plan. Taxes, surcharges and non-usage related fees are not subject to the discount. Delinquent accounts are not eligible for this promotion.

6.2.10 "Every Sixth Free"

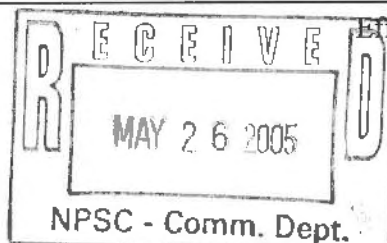
All business and residential long distance customers with at least \$175.00 in average monthly usage charges are eligible for the "Every Sixth Free" promotional plan. Under this promotional service offering, qualifying Customers will receive an invoice credit every six months. The credit shall be applied to every sixth invoice and shall not exceed an amount equal to the average actual long distance usage charges of the previous five invoices. Taxes, surcharges and non-usage related fees are not subject to the discount. Delinquent accounts are not eligible for this promotion.

6.2.11 "Every Ninth Free"

All business and residential customers in good standing that are on the Company's calling plan for at least nine consecutive months are eligible for the "Every Ninth Free" promotional plan. Under the "Every Ninth Free" promotional service offering, eligible Customers may receive a credit for every ninth invoice. The credited amount shall not exceed average actual long distance usage charges of the eight previous invoices. Taxes, surcharges and non-usage related fees are not subject to the discount. Delinquent accounts are not eligible for this promotion.

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SECTION 6
TELECOMPETITIVE AND PROMOTIONAL SERVICE OFFERINGS (Cont'd)

6.2 Promotional Service Offerings (Cont'd)

6.2.12 "Half Off"

All new business and residential customers are eligible for the "Half Off" promotional plan. Under the "Half Off" promotional service offering, eligible Customers will receive a 50 percent discount off the most recent invoice with previous carrier, which shall be disbursed in four equal credits on the first four consecutive invoices with the Company. The credit shall be based on the actual long distance usage charges of the Customer's most recent long distance invoice with the Customer's previous carrier and does not include taxes, surcharges and other non-usage related fees. The promotional offer may be discontinued in the event of a delinquent or past due account.

6.2.13 "Free Invoice"

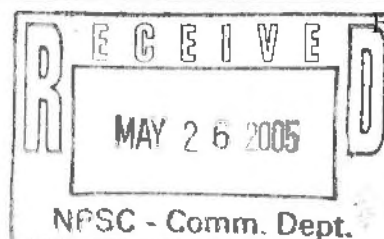
All new business and residential customers are eligible for the "Free Invoice" promotional plan. Under the "Free Invoice" promotional service offering, eligible Customers will receive a 100% percent discount in the form of a credit off the most recent invoice with Customer's previous carrier. The 100% discount shall be credited on Customer's invoices and disbursed in twelve (12) equal credits on the Customer's first twelve invoices. The credit shall be based on the actual long distance usage charges of the Customer's most recent long distance invoice with the Customer's previous carrier and does not include taxes, surcharges and other non-usage related fees. The promotional offer may be discontinued in the event of a delinquent or past due account.

6.2.14 "Toll Free for Free"

All residential and business Customers are eligible for the "Toll Free for Free" Promotion. Under this promotional service offerings, eligible Customers will receive one month of toll free service at no charge. The discount shall be applied in the form of a credit in an amount not to exceed 25% of a Customer's total outbound interexchange usage for the invoice subject to the promotion. The credit does not carry over to subsequent invoices.

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SECTION 6
TELECOMPETITIVE AND PROMOTIONAL SERVICE OFFERINGS (Cont'd)

6.2 Promotional Service Offerings (Cont'd)

6.2.15 "International Toll Free Trial"

All residential and business Customers that utilize the Company's toll free platform for the completion of long distance calls are eligible for up to one week of international calling from a qualified mobile or landline telephone. Under the "International Toll Free Trial" offering, eligible Customers must utilize the Company's calling platform by dialing 866-339-9011. The trial offering is limited to 200 minutes for the one week period. An invoice reflecting a \$0 balance shall be sent to Customer. Customer is not required to change service provider to Company and service shall be terminated upon expiration of the trial offer.

6.2.16 "Try It On Us"

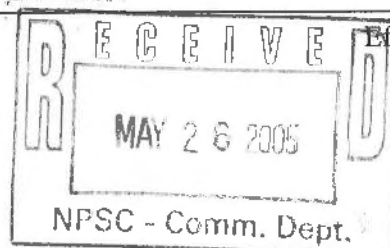
Residential and business Customers that are considering subscribing to the Company's services are eligible to evaluate the Company's services free of charge. Under the "Try It On Us" promotional service offering, eligible Customers shall receive \$50.00 in free long distance usage. This free trial offer is limited to the Company's dial around services, which may be accessed by dialing 10-10-555. An invoice reflecting a \$0 balance shall be sent to Customer. Customer is not required to change service provider to Company and the complimentary service shall be terminated upon expiration of the trial offer.

6.2.17 "Jeopardy Credit"

All former business and residential Customers eligible for the Company's winback program qualify for the "Jeopardy Credit" promotion. Under this promotional service offering, former Customers that again presubscribed to the Company's long distance service shall received a 25% percent invoice credit on the Company's services. The service discount shall be disbursed in four equal credits on the Customer's first four consecutive invoices with the Company. The 25% credit shall be based on the actual long distance usage charges of the Customer's most recent long distance invoice with the Customer's previous carrier and does not include taxes, surcharges and other non-usage related fees. The promotional offer may be discontinued in the event of a delinquent or past due account.

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SECTION 6
TELECOMPETITIVE AND PROMOTIONAL SERVICE OFFERINGS (Cont'd)

6.2 Promotional Service Offerings (Cont'd)

6.2.18 "Prepaid Calling Card"

All new business and residential Customers are eligible to receive free prepaid calling card services. Under the Prepaid Calling Card Promotion, new Customers will receive prepaid calling card services to cover the cost of long distance usage on the Customer's first and second invoice with the Company. Eligible Customers shall receive a prepaid calling card upon service initiation, which may be used to cover the charges for long distance service on the Customer's first two invoices with the Company. The monthly amount of the prepaid calling card shall be based on the actual long distance usage charges of the Customer's most recent long distance invoice with the Customer's previous carrier and does not include taxes, surcharges and other non-usage related fees. The promotion may be used in conjunction with the "Every Fourth Free" and "Every Sixth Free" promotions and may be discontinued in the event of an overdue or delinquent account.

6.2.19 "Thirty Percent Calling Card Usage"

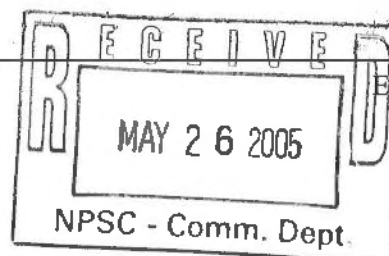
New and existing long distance customers are eligible to receive free calling card services based on the Customer's previous month's long distance and toll free service usage. Under the Thirty Percent Calling Card Usage Promotion, eligible Customer shall receive a calling card each month in an amount equal to 30% of their long distance and toll free usage on the previous month's invoice. The monthly credit must be used within the applicable invoice period and will not carry forward to the next month. New calling card credits will be issued monthly. Taxes, surcharges, calling card usage fees, and non-usage fees are not included in the credited amount. No credit will be applied in the final invoice.

6.2.20 "Five Percent Off Trial"

New Customers are eligible to receive a line item credit for long distance services equivalent to five percent of the Company's long distance usage amounts as shown on its most recent invoice with the Customer's previous carrier. Taxes, surcharges, calling card usage fees, and non-usage fees are not included subject to or included in the credited amount.

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SECTION 6
TELECOMPETITIVE AND PROMOTIONAL SERVICE OFFERINGS (Cont'd)

6.2 Promotional Service Offerings (Cont'd)

6.2.21 "Tell A Friend Referral Program"

Existing long distance Customers that refer residential or business Customers to the Company are eligible for the Tell A Friend Referral Program. Under this promotional offering, Customers that successfully refer an individual or business who sign up for the Company's services are eligible to receive a referral rebate in the form of a credit or prepaid calling card services. Specifically, Customers may choose to receive ten percent of the estimated long distance usage of the referred Customer based on the referred Customer's most recent invoice with its previous long distance carrier. Taxes, surcharges, calling card usage fees, and non-usage fees are not included in the base amount upon which the credit is calculated. The credited amount shall not exceed \$500 per referred Customer. There is no limit on the number of Customers that may be referred. In the alternative, the referring Customer may choose to receive prepaid calling cards in an amount equal to the estimated long distance usage of the referred Customers based on the referred Customer's most recent invoice with its previous long distance carrier. Taxes, surcharges, calling card usage fees, and non-usage fees are not included in the base amount upon which the credit is calculated. The credited amount shall not exceed \$5000 total.

6.2.22 "Viva Las Vegas"

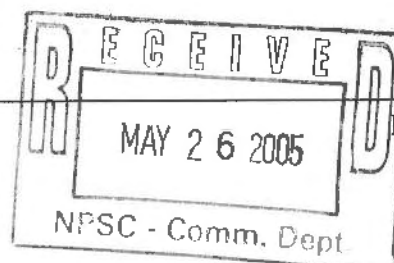
Any business or residential Customer that accumulates more than \$5,000 in actual long distance charges annually is eligible for the Viva Las Vegas promotional service offerings. Under the Viva Las Vegas promotion, eligible Customer shall receive round-trip airfare for two to Las Vegas and three days and two nights at the Mirage Resort. In order to qualify, Customer must have received a minimum of 12 invoices from the Company. The Customer's account must be current to qualify. Customers with a history of late or delinquent payments may be deemed ineligible.

6.2.23 "Frequent Caller Program"

Any business or residential Customer that accumulates more than \$5,000 in actual long distance charges annually is eligible for the Frequent Caller Program. Under the Frequent Caller Program, eligible Customers may receive round-trip airfare for two anywhere in the continental United States. Only customers that have received the Company's services for 12 consecutive months qualify. Air travel must be completed within a year of eligibility. Customers with a history of late or delinquent payments may be deemed ineligible. Customers may enroll in the Frequent Caller Program by dialing (800) 962-4522.

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SECTION 6
TELECOMPETITIVE AND PROMOTIONAL SERVICE OFFERINGS (Cont'd)

6.2 Promotional Service Offerings (Cont'd)

6.2.24 "Come Back to Vegas"

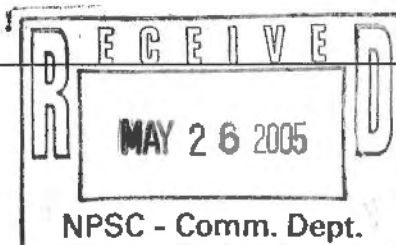
Any "winback" business or residential Customer that accumulates more than \$5,000 in actual long distance charges annually is eligible for the Come Back to Vegas promotional service offerings. Under the Come Back to Vegas promotion, a return Customer that also refer at least two new subscribers to the Company's services shall receive round-trip airfare for two to Las Vegas, Nevada and three days and two nights at the Mirage Resort. In addition, eligible Customers shall also receive six pre-selected long distance invoices free of charge (specifically, the 6th, 9th, 13th, 19th, 22nd and 26th invoices). The free invoice shall be a credit in an amount that does not exceed the average actual long distance usage charges of the Customer-paid invoices preceding the free invoice. Taxes, surcharges and non-usage related fees are not applied to or subject to the discount. In order to qualify, Customer must have received a minimum of 12 invoices from the Company. Customers with a history of late or delinquent payments may be deemed ineligible.

6.2.25 Unlimited Calling Program

Business Customers with up to 10 lines are eligible for the Unlimited Calling Program. Under the Unlimited Calling Program, Customers may call anywhere in the United States at anytime for \$58.99 per month for the first line and \$43.99 per month for each additional line up to 10 lines. Customers receiving service under the Unlimited Calling Program are subject to a one-year term which must be memorialized in writing. Usage and associated charges for calling cards, toll-free service and international calls are not subject to or included in this promotional offering.

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