

International Plus,
a d/b/a of NOS Communications, Inc.
Tariff Office, 4380 Boulder Highway
Las Vegas, NV 89121

Nebraska Tariff No. 1
Original Page 1

International Plus

Intrastate Competitive Telecommunications Service Tariff

TITLE PAGE

Nebraska Tariff No. 1

NOS COMMUNICATIONS, INC.

D/B/A

International Plus

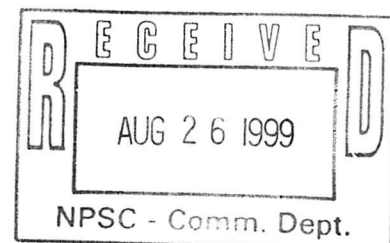
COMPETITIVE TELECOMMUNICATIONS SERVICES

C-1295

This tariff applies to the Competitive Resale Interexchange Telecommunications Services furnished by International Plus, a d/b/a of NOS Communications, Inc. ("International Plus" or "Company") within the State of Nebraska.

All services offered pursuant to this tariff are offered under a corporate d/b/a, International Plus, and/or brand names, that is, "Signature ServicesSM" and "International PlusSM."

This tariff is on file with the Nebraska Public Service Commission, and copies may be inspected during normal business hours at International Plus' principal place of business, 4380 Boulder Highway, Las Vegas, NV 89121.



Issued: August 26, 1999

Effective: September 7, 1999

International Plus,
a d/b/a of NOS Communications, Inc.
Tariff Office, 4380 Boulder Highway
Las Vegas, NV 89121

Nebraska Tariff No. 1
Twenty Eighth Revised Page 2
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International Plus
Intrastate Competitive Telecommunications Service Tariff

CHECK SHEET

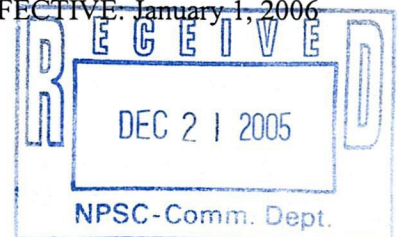
Pages 1 through 63 inclusive of this tariff are effective as of the date shown at the top of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date at the top of this page.

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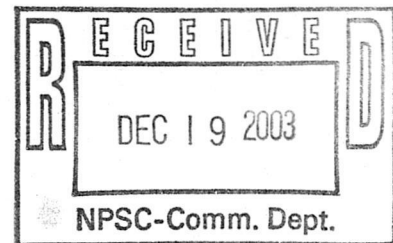
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Intrastate Competitive Telecommunications Service Tariff

CHECK SHEET

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Original Page 4

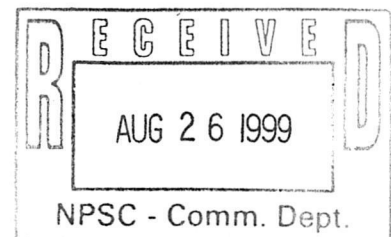
International Plus

Intrastate Competitive Telecommunications Service Tariff

SYMBOLS

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

- (D) - Discontinue or delete
- (I) - Increase in rate
- (M) - Moved to/from another tariff location
- (N) - New
- (R) - Reduction in rate
- (T) - Change in text or regulation



International Plus

Intrastate Competitive Telecommunications Service Tariff

SECTION 1

Technical Terms and Abbreviations

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.

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).

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.

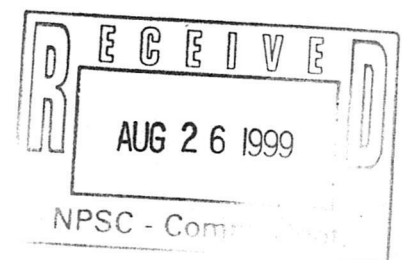
Cents Per Minute (CPM) - The term and acronym of reference used to identify Company's charges for minimum and incremental call duration, that is, those charges associated only with Minimum and Incremental Call Unit(s), in any rate plan and/or promotion which excludes, exempts, or waives charges for non-transport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

Cents per Minute of Usage (CPMU) - The term and acronym of reference used to identify Company's charges for minimum and incremental call duration, that is, those charges associated only with Minimum and Incremental Call Unit(s) whenever a rate plan or promotion also includes non-transport (non-usage) charges (see Equivalent Call Unit definition, below).

Commission - Nebraska Public Service Commission

Company or Carrier - NOS Communications, Inc. d/b/a International Plus unless otherwise clearly indicated by the context.

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.



International Plus

Intrastate Competitive Telecommunications Service Tariff

SECTION 1

Technical Terms and Abbreviations

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 interexchange carrier(s).

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

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

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

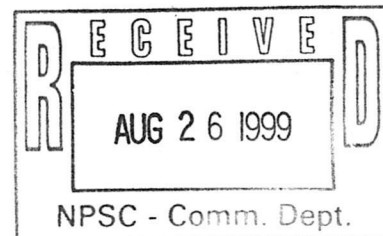
Minimum Call Unit (MCU) - The Call Unit, expressed in dollars and/or cents or decimal fractions thereof, applied pursuant to this tariff to recover the transport (usage) costs of the initial or minimum duration of a call and measured in 6, 15, 18, 30, 60, or other increments of Bill Seconds as specified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

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

NPSC - Nebraska Public Service Commission

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

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



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Intrastate Competitive Telecommunications Service Tariff

SECTION 1

Technical Terms and Abbreviations

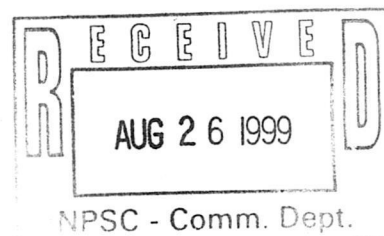
Special Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

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.

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

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

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



International Plus

Intrastate Competitive Telecommunications Service Tariff

SECTION 2 Rules and Regulations

2.1 Undertaking of Company

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

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

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

2.2 Limitations

2.2.1 Service is offered in Equal Access areas only.

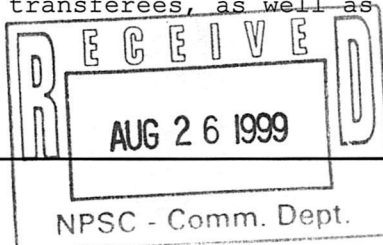
2.2.2 Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this tariff.

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

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

2.2.5 The Services provided under this tariff are subject to the direct and exclusive control of the Company. No one may alter or affect the Services nor transfer or assign its use of the Services without the express written consent of the Company, which consent may be withheld, without limitation, by Company in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the Services or a change in the customer's location to which the Services are to be provided.

2.2.6 In the event prior written permission from the Company is given for 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 for service.



International Plus

Intrastate Competitive Telecommunications Service Tariff

SECTION 2

Rules and Regulations (Cont'd)

2.3 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.

2.3.1 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.

2.3.2 Timely Payment of Charges

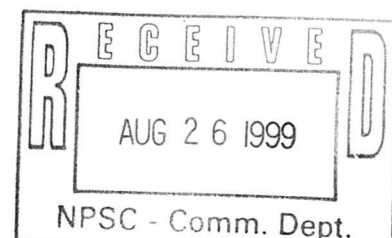
At any time within the twelve (12) months prior to ordering service from Company, customer may not have had any history of late payment charges for services provided by another telecommunications service provider.

2.3.3 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.

2.3.4 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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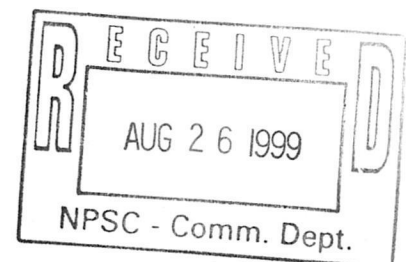
Intrastate Competitive Telecommunications Service Tariff

SECTION 2

Rules and Regulations

2.4 Liabilities of the Company

- 2.4.1 Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by the Underlying Carrier. The Company's liability for such damages occurring in the course of furnishing the Company's Services but not caused by its gross negligence or willful misconduct or that of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its Services occur.
- 2.4.2 Acceptance of the provisions of Section 2.4.1 by the Commission does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law; but the recognition that as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of Section 2.4.1.
- 2.4.3 Company shall be indemnified and held harmless by the customer against:
- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content of a customer's communications traffic;
 - (B) Claims for patent infringement arising from a customer's use of its equipment, facilities, or systems with the Company's Services; and
 - (C) All other claims arising out of any act or omission of the customer in connection with any service provided by Company.



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Intrastate Competitive Telecommunications Service Tariff

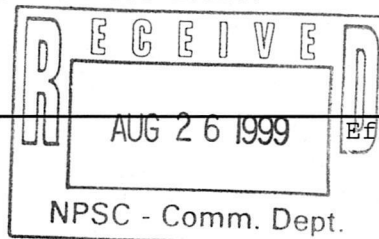
SECTION 2

Rules and Regulations (Cont'd)

2.5 Interruption of Service

- 2.5.1 Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 2.4.1 herein. Customer shall receive no credit allowance for interruption of service due to Carrier's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is claimed. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission within customer's control, or is not in wiring or equipment, if any, furnished by the customer in connection with the Company's Services.
- 2.5.2 No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.5.3 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.
- 2.5.4 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 wilful acts of customer.
- 2.5.5 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.
- 2.5.6 Before customer notifies Company of an interruption, customer shall make reasonable attempts to ascertain that customer, a third party or its or their actions and/or equipment is/are not the cause thereof.
- 2.5.7 Credits are applicable only to that portion of service interrupted.
- 2.5.8 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.5.9 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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SECTION 2

Rules and Regulations (Cont'd)

2.5 Interruption of Service (Cont'd)

- 2.5.10 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:

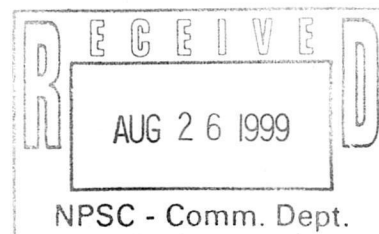
$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.6 Taxes

- 2.6.1 Customer will be billed and is responsible for payment of applicable local, state, and federal taxes assessed in conjunction with service used.
- 2.6.2 The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (i.e., gross receipts tax, sales tax, municipal utilities tax) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in the tariff. Any such line item charges will be reflected in the Company's tariff.



International Plus

Intrastate Competitive Telecommunications Service Tariff

SECTION 2

Rules and Regulations (Cont'd)

2.7 Service Cancellation, Discontinuance and Termination

Subject to and to be construed consistent with state laws or regulations and section 2.2.3, 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.

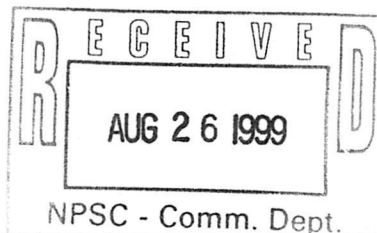
2.7.1 Definitions

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.

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



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Intrastate Competitive Telecommunications Service Tariff

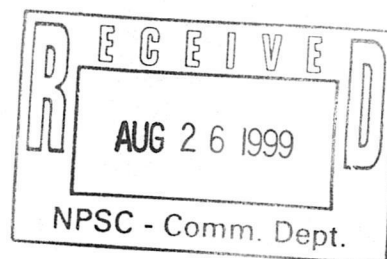
SECTION 2

Rules and Regulations (Cont'd)

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

2.7.2 Cancellation

- 2.7.2.1 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.
- 2.7.2.2 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.
- 2.7.2.3 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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Intrastate Competitive Telecommunications Service Tariff

SECTION 2

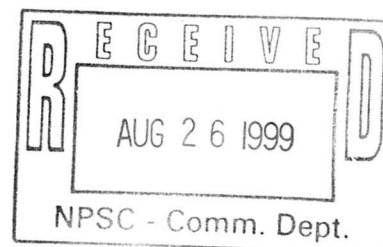
Rules and Regulations (Cont'd)

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

2.7.3 Temporary Discontinuance

2.7.3.1 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.

2.7.3.2 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.



International Plus

Intrastate Competitive Telecommunications Service Tariff

SECTION 2

Rules and Regulations (Cont'd)

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

2.7.3 Temporary Discontinuance (Cont'd)

2.7.3.3 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.

2.7.3.4 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 -

2.7.3.4.1 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;

2.7.3.4.2 Disputes arising from Company's bill presentation format;

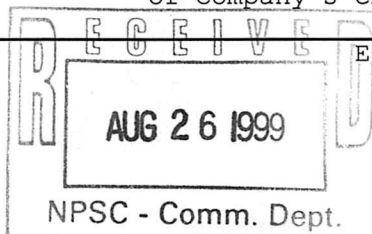
2.7.3.4.3 Disputes arising from Company's rate structure;

2.7.3.4.4 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

2.7.3.4.5 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)

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

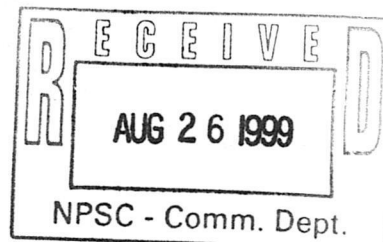
2.7.4 Permanent Discontinuance

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 2.7.3.4, 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 customers with at least seven (7) days prior written notice of permanent discontinuance.

2.7.5 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:

- 2.7.5.1 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.
- 2.7.5.2 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.



International Plus

Intrastate Competitive Telecommunications Service Tariff

SECTION 2

Rules and Regulations (Cont'd)

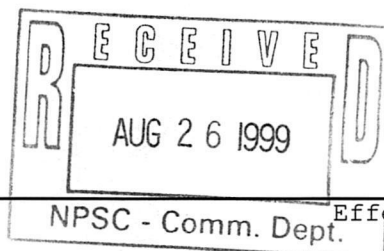
2.7 Service Cancellation, Discontinuance and Termination (Cont'd)

2.7.5 Termination (Cont'd)

- 2.7.5.3 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.

2.8 Collections

- 2.8.1 In the event Company incurs fees or expenses, including attorneys' fees, to collect, or to attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's services, the Company shall charge customer all such fees and expenses, including Company's reasonable attorneys' fees, incurred to collect or to attempt to collect its charges.
- 2.8.2 In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled. The duty to pay such charges shall arise upon the demand for payment by Company. Customer's duty to pay can only be delayed or deferred by the initiation of a valid billing dispute by the customer.
- 2.8.3 Customer agrees that all actions, suits, or proceedings to recover charges due under this tariff shall be prosecuted in the court of competent jurisdiction of the Company's principal place of business or in the United States District Court for the District of Columbia. Customer consents to and submits to the exercise of jurisdiction over the subject matter, waives personal service of any and all process upon it, and consents that all such service of process be made by registered mail directed to customer at its address registered with Company. Service so made shall be deemed to be completed five business days after such process shall have been deposited in the mail, postage prepaid. Customer waives trial by jury, any objection based on forum non conveniens, any objection to venue or jurisdiction of any action instituted hereunder, and consents to the granting of such legal or equitable relief as deemed appropriate by the Court.



International Plus

Intrastate Competitive Telecommunications Service Tariff

SECTION 2

Rules and Regulations (Cont'd)

2.9 Limitations of Actions

2.9.1 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 three years 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.

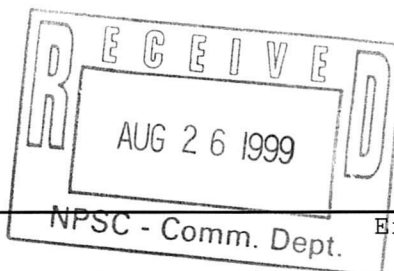
2.9.2 All actions at law or in equity, and/or all complaints to regulatory authorities against Company for the recovery of overcharges based on tariffed rates shall be begun within three years from the time the cause of action accrues and not after, except that if a claim for the overcharge has been presented in writing to Company within the three-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.

2.9.3 All actions at law by Company for recovery of its lawful charges, or any part thereof, shall be begun within three years from the time the cause of action accrues, and not after. If on or before the period of limitation in sections 2.9.1 or 2.9.2, 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.

2.9.4 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.

2.10 Method of Computing Charges

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.



International Plus
Intrastate Competitive Telecommunications Service Tariff

SECTION 2
Rules and Regulations (Cont'd)

2.12 Rate Elements (Cont'd)

2.12.6 Call Unit Calculations

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

TABLE 1 - Calls of a Minute or Less

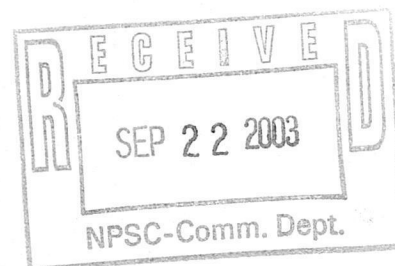
<u>Duration (In seconds)</u>	<u>TCU's</u>
1-18*	3.2
19-22	3.3
23-24	3.4
25-26	3.5
27-29	3.6
30	3.7
31-35	3.9
36	4.0
37-42	4.1
43-44	4.2
45-48	4.3
49-53	4.4
54	4.5
55-58	4.6
59	4.7
60	4.8

* calls are subject to an 18-second minimum.

TABLE 2 - Calls in Minutes

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

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



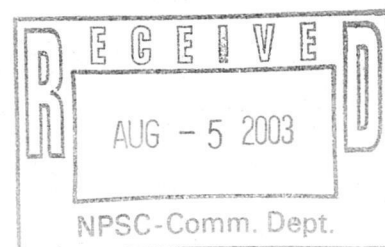
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*****ALL MATERIAL ON THIS PAGE IS NEW*****

SECTION 2
Rules and Regulations (Cont'd)

2.13 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 the conclusion of any arbitration conducted in accordance herewith.



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SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES

All services offered pursuant to this Section 3 are tailored to different classes of customers whose specific service profiles are defined by likekinded characteristics as set forth herein. In addition, these services are billed under and pursuant to the service name (under a service mark or trade mark) as expressly designated in each section, following - the "Signature" services. Signature Services are offered in conjunction with related local, interstate and international services to the extent expressly so provided herein.

3.1 International Plus Service

International Plus is a service mark representing a division of the Company. Subject to the terms and conditions set forth in this Section 3.1, International Plus Service is available only in combination with its counterpart International Plus International Service offering in Company's Tariff F.C.C. No. 3 and International Plus Interstate Service offerings in Company's Tariff F.C.C. No. 4.

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

3.1.2 Rate Description - Rates are distance and time of day insensitive. Minimum call duration is 1 minute (60 seconds) with each full or fractional increment of call duration billed in full minutes (60 seconds), that is, each non-full minute increment is rounded to the next full minute.

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

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

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

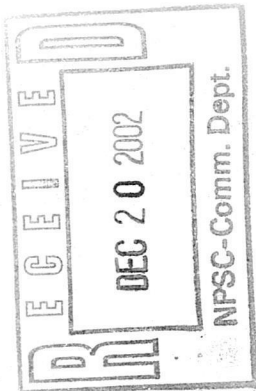
Rate Category	First 60 Seconds or Fraction	Each Add'l 60 Seconds or Fraction	(T) (T)
Standard	\$0.419	\$0.419	(N)
Preferred*	\$0.319	\$0.319	(T)
Winback**	\$0.159	\$0.159	(N)
Evergreen***	\$0.159	\$0.159	(M/T)

* Requires a monthly minimum of \$10.00 for intrastate services. (N)

** Customer must be a "save" or "winback" customer. (N)

*** Requires a monthly minimum of \$20.00 for intrastate services. (M/T)

****Certain material appearing on this page formerly appeared on Fourth Revised Page 21****



International Plus
Intrastate Competitive Telecommunications Service Tariff

SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

3.1 International Plus Service (Cont'd)

3.1.4 Usage Sensitive Charges (Cont'd)

3.1.4.2 For calling card calls, the rates are:

	First 60 Seconds or Fraction	Each Add'l 60 Seconds or Fraction	
Standard/Preferred/Winback	\$0.224	\$0.224	(T/Z)
Evergreen	\$0.209	\$0.209	(M/T)

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

3.1.5 Limitations and Disclaimers

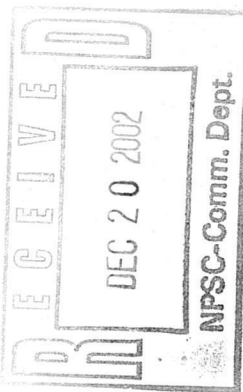
3.1.5.1 No Promotional Tie-ins - International Plus service is not available to any customer whose service is being provided pursuant to one or more promotional offerings tariffed herein.

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

3.1.6 Companion Federal Rate Guarantee

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

****Certain material moved on this page appears on this same page under a different section number****



International Plus
Intrastate Competitive Telecommunications Service Tariff

SECTION 3 - INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

3.2 International Plus Prepaid Calling Service

3.2.1 General Description

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

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

3.2.2 Conditions of Service

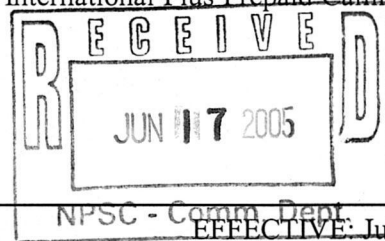
3.2.2.1 Calls to directory assistance and calls placed to 500, 700, 800, 900, 950 numbers will not be completed using the International Plus Prepaid Calling Service. (T)

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

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

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

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



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Nebraska Tariff No. 1
Third Revised Page 21.2
Cancels Second Revised Page 21.2

International Plus
Intrastate Competitive Telecommunications Service Tariff

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SECTION 3 - INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

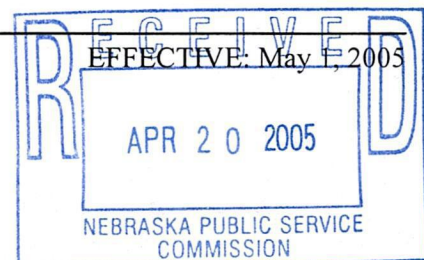
3.2 International Plus Prepaid Calling Service (Cont'd)

3.2.3 Recharging Feature

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

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Nebraska Tariff No. 1
Original Page 21.2

International Plus

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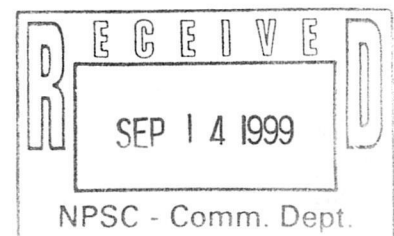
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SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

3.2 011 Communications Service (Cont'd)

3.2.4 Limitations and Disclaimers

- 3.2.4.1 No Promotional Tie-ins** - 011 Communications service is not available to any customer whose service is being provided pursuant to one or more promotional offerings tariffed herein.
- 3.2.4.2 Discontinuance** - 011 Communications service, and/or any term or condition affecting the availability and/or rates for 011 Communications service may be discontinued at any time with or without notice to customer and without liability to customer, any authorized user, or third party.



International Plus
Intrastate Competitive Telecommunications Service Tariff

SECTION 3 - INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

3.2 International Plus Prepaid Calling Service (Cont'd)

3.2.4 Credit Allowance for Interruptions

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

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

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

3.2.5 Fees and Surcharges

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

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

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

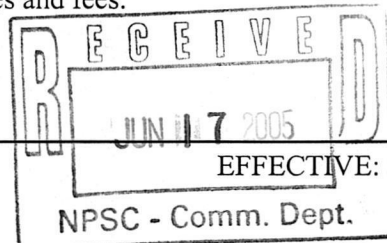
3.2.5.4 Universal Service Fund – 6.95% of intrastate revenue.

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

(N)
|
(N)

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International Plus
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SECTION 3 - INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

3.2 International Plus Prepaid Calling Service (Cont'd)

3.2.6 Timing of Calls

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

3.2.7 Billing Minimum and Increments

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

3.2.8 Intrastate Rates

Rate Category	Rate Plan	Cents Per Minute Rate	Required Minimum Monthly Intrastate Usage
IV	IP 4	\$0.132	\$0.00
III	IP 3*	\$0.132	\$25.00
II	IP 2	\$0.110	\$50.00
I	IP 1*	\$0.110	\$100.00

(N)
|
|
|
(N)
(T)

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

(N)
(N)

3.2.9 Sign Up Bonus

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

International Plus
Intrastate Competitive Telecommunications Service Tariff

SECTION 3 - INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

3.3 Miscellaneous Charges

3.3.1 Directory Assistance

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

Per Call: \$1.25

3.3.2 Remote Access Surcharge

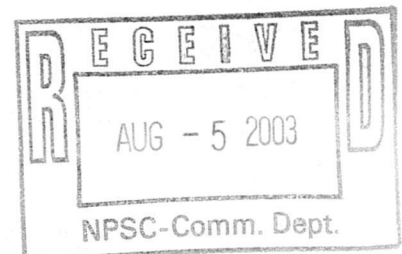
A surcharge applies to all calls originated at payphones using a service access code.

Per Call: \$0.69

(I)

3.3.3 Calling Card Set-Up Charge

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



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SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

3.3 Miscellaneous Charges

3.3.1 Directory Assistance

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

Per Call: \$1.25

(I)

3.3.2 Remote Access Surcharge

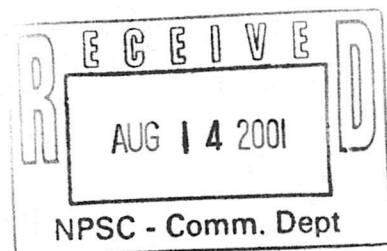
A surcharge applies to all calls originated at payphones using a service access code.

Per Call: \$0.55

(I)

3.3.3 Calling Card Set-Up Charge

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



* Certain Material Appearing On This page Formerly Appeared On Original Page 21. *

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Second Revised Page 21.4
Cancels First Revised Page 21.4

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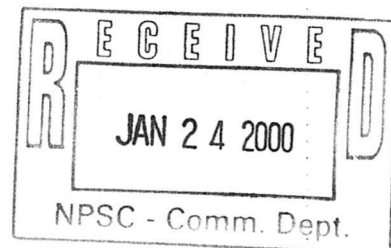
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SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

3.3 Miscellaneous Charges (Cont'd)

3.3.4 RESERVED FOR FUTURE USE

(D)



(D)

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SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

3.3 Miscellaneous Charges (Cont'd)

3.3.5 Minimum Account Charges ("MACs")

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

Tariffed Rates

1+ and toll free
access services

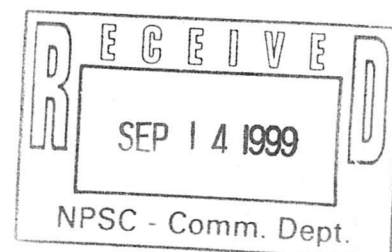
MAC Adjusted Rates

Tariffed rate plus \$0.10 per
applicable billing increment.*

Calling Card Service

\$0.224 per applicable billing
increment for all calls plus a call
set up charge of \$0.50.

*Example: If the current rate of a customer to which the provisions of this section apply is \$0.319 per applicable billing increment, the FAIR rate is \$0.419 per billing increment, including the minimum billing increment. MAC adjusted rates appear on Customer's next immediate invoice following the second consecutive invoice whose charges are below the MAC threshold). Customers may request suspension of further MAC charges in accordance with section 3.3.5.1 and 3.3.5.2 following (i.e., Customer will be returned to the previous rate plans applicable to its services prior to its charges falling below the MAC threshold. MAC adjusted rates also apply to all periods of service for Customers qualifying as a Company "save" or "winback" Customer.



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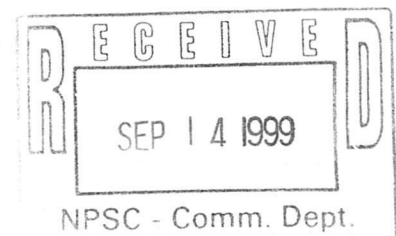
SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

3.3 Miscellaneous Charges (Cont'd)

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

3.3.5.1 Reinstatement Option A

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



International Plus

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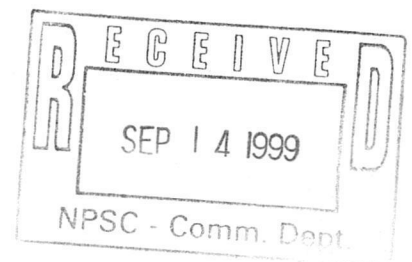
SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

3.3 Miscellaneous Charges (Cont'd)

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

3.3.5.2 Reinstatement Option B

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



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SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

3.3 Miscellaneous Charges (Cont'd)

3.3.6 Mid-Level Account Charges ("MACII")

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

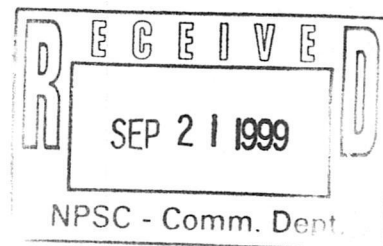
Tariffed Rates

1+ and toll free access services

MACII Adjusted Rates

Tariffed rate plus \$0.10 per applicable billing increment.*

*Example: As the current rate of a customer to which the provisions of this section apply is \$0.319 per applicable billing increment, the MACII adjusted rate is \$0.419 per billing increment, including the minimum billing increment. The MACII adjusted rate billing increment is 60 seconds or a full minute. MACII adjusted rates appear on Customer's next immediate invoice following the second consecutive invoice whose charges are below the MACII threshold. Customers may request suspension of further MACII charges in accordance with Section 3.3.6.1 or 3.3.6.2 following (i.e., Customer will be returned to the previous rate plans applicable to its services prior to its charges falling below the MACII threshold).



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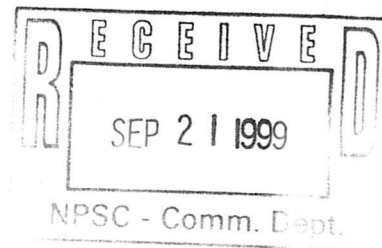
SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

3.3 Miscellaneous Charges (Cont'd)

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

3.3.6.1 Reinstatement Option A

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



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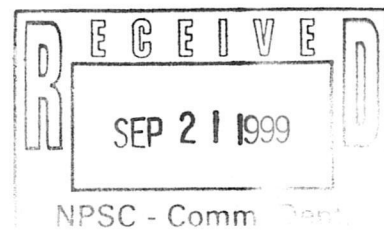
SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

3.3 Miscellaneous Charges (Cont'd)

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

3.3.6.2 Reinstatement Option B

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



International Plus

Intrastate Competitive Telecommunications Service Tariff

SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

3.4 Customer Loyalty Plans

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

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

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

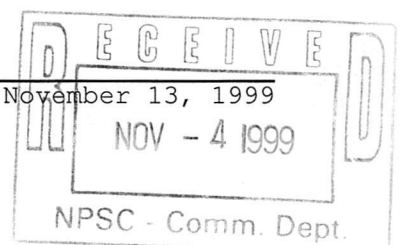
3.4.2 A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CLP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CLP must demonstrate the existence of circumstances substantially and materially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

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

3.4.4 CLPs are available for all published rates.

3.4.5 Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by International Plus a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this section 3.4.

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Intrastate Competitive Telecommunications Service Tariff

SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

3.4 Customer Loyalty Plans (Cont'd)

3.4.6 All of the conditions set forth in sections 3.4.1 through and including this section 3.4.6 must exist in order to qualify for the following Customer Loyalty Plans. International Plus shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with International Plus. Additional terms and/or conditions, such as term or volume commitments may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by International Plus prior to institution of the first billing for services under the applicable Customer Loyalty Plans.

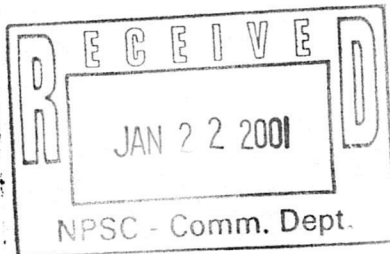
3.4.7 Customer Loyalty Plans I and II

3.4.7.1 **Customer Loyalty Plan I.** International Plus Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 3.4.7.1.2 will receive a credit on their 13th invoice as provided following.

3.4.7.1.1 For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the preceding consecutive twelve-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C)
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3.4.7.1.2 **Eligibility.** To be eligible for the 13th invoice free bonus, each Customer must:

- A. have initiated service under International Plus;
- B. have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
- C. have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
- D. have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by Customer's thirteenth invoice; and



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Intrastate Competitive Telecommunications Service Tariff

SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

3.4 Customer Loyalty Plans (Cont'd)

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

3.4.7.1 Customer Loyalty Plan I (Cont'd)

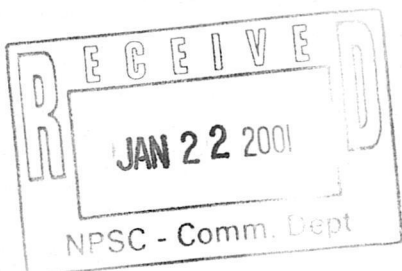
- E. pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under 3.4.7.1.1, preceding.

3.4.7.2 Customer Loyalty Plan II. International Plus Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 3.4.7.2.2 will receive a credit on their 9th invoice as provided following.

- 3.4.7.2.1 For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
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3.4.7.2.2 Eligibility. To be eligible for the 9th invoice free bonus, each Customer must:

- A. have initiated service under International Plus;
- B. have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
- C. have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
- D. have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by Customer's ninth invoice; and
- E. pay all charges rendered in Customer's ninth invoice in excess of the amount of the applicable credit as calculated under 3.4.7.2.1, preceding.



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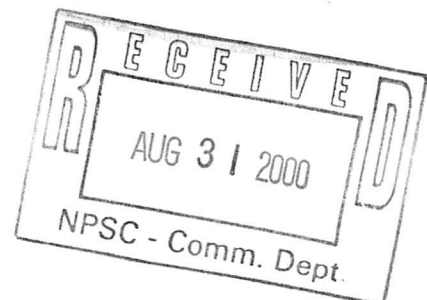
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SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

3.4 Customer Loyalty Plans (Cont'd)

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

- 3.4.8.1 **Description.** New Customers who meet the eligibility requirements set forth below will receive a series of credits that must be accumulated consecutively through their 5th, 11th, 17th, and 23th invoices. Each credit when earned will be issued in the invoice immediately following the last invoice in the applicable credit series, namely in the 6th, 12th, 18th, and 24th invoices. (M)
- 3.4.8.2 **Credit.** Exclusive of calling card charges, fees, taxes, surcharges, assessments, and similar charges, a series of credits equal to the average of the number of previous months' service charges in the applicable qualifying service period shall be issued, first, for the consecutive 5-month period preceding Customer's 6th invoice; second, for the consecutive 11-month period preceding Customer's 12th invoice; third, for the consecutive 17-month period preceding Customer's 18th invoice; and fourth, for the consecutive 23-month period preceding Customer's 24th invoice. Subject to 3.4.8.3 following, credits are calculated based on the total of all qualifying service charges incurred for the first period of service through and including the last service month in the applicable credit series.



Certain Material Formerly Appearing On This Page Now Appears On Original Page 25.2.

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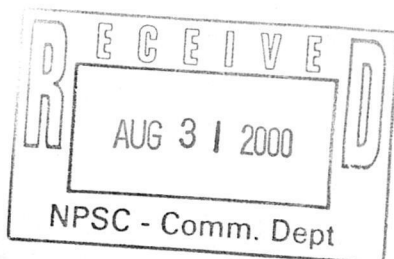
SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

3.4 Customer Loyalty Plans (Cont'd)

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

3.4.8.3 **Eligibility.** To be eligible for credits, each Customer must: have completed the months of service needed to qualify for the applicable credit in the series of service periods, e.g., 5 months for the first credit issued in the 6th invoice; 11 months for the second credit issued in the 12th invoice and so on; have current usage which exceeds the established minimum monthly usage levels for the applicable service as set forth in 3.1.4 preceding; no 60-day or longer outstanding unpaid balance equal to or greater than \$5.00 during that period of service to which the credit applies; have received first 5, 11, 17, and then 23 additional consecutive and uninterrupted invoices during the preceding twenty-three-month period; have selected and agreed to the terms of this credit prior to the first day in the period of service covered by Customer's fifth invoice; and pay all charges rendered in Customer's sixth and related twelfth, eighteenth, and twenty-fourth invoices in excess of the amount of the applicable credit as calculated under 3.4.8.2, preceding

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



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SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

3.4 Customer Loyalty Plans (Cont'd)

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

3.4.8.3 Eligibility (Cont'd)

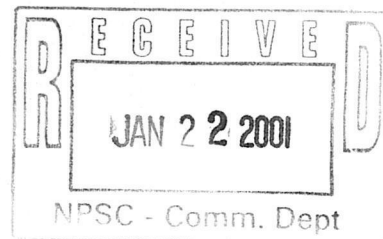
Example: A Customer who meets all other eligibility requirements, except that it does not initiate the required contact with Customer Care prior to the last day in the final month of service covered by Customer's qualifying series of invoices, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 3.4.8.2, preceding, for the 11th, 17th, and 23th invoices; but will not retroactively receive the 5th invoice credit to which it would otherwise have been entitled.

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

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

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3.5 - 3.10 Reserved for Future Use



International Plus

Intrastate Competitive Telecommunications Service Tariff

SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

3.11 Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 3.11.1 following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling up to \$20.00 per month commencing with Customer's first invoice if the ACS Customer incurs ACS charges in the service period covered by the first invoice, otherwise in the second invoice, and in either event the credit applies through and ending with Customer's seventh invoice ("Fixed Advantage Calling"). An additional allowance of free calling card calling is provided equal to 50% of the average monthly charges incurred for the ACS Customer's non-calling card calling billed in the Customer's 2nd through 7th invoices following Customer commencement of service as an ACS Customer ("Bonus Advantage Calling").

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3.11.1 Eligibility

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

3.11.2 Limitations and Disclaimers - General

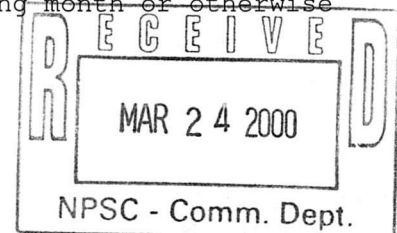
A. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.

B. If earned as specified in 9.4 preceding, Fixed Advantage Calling will be reflected in Customer's first or second through seventh invoices following commencement of ACS service and the ACS Bonus Advantage Calling will be reflected in Customer's eighth invoice following commencement of ACS service.

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

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



Las Vegas, NV 89121

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SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

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

3.11.2 Limitations and Disclaimers - General (Cont'd)

E. Subject to and in accordance with the provisions of Sections 3.4 and 3.4.6 following, and the eligibility requirements of 3.11.1 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 3.11.1 preceding.

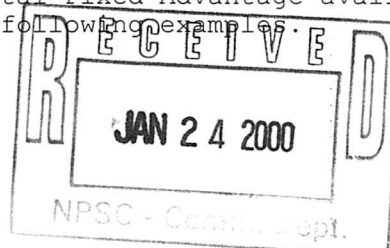
F. An ACS Customer must complete a minimum service term of seven (7) invoices with no delinquencies and no bill cycle interruptions in order for its eighth invoice to reflect the applicable Bonus Advantage Calling.

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

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3.11.3 Limitations and Disclaimers - Shortfalls

An ACS Customer must maintain a monthly minimum of \$20.00 in non-calling card charges to avoid shortfall charges. Customer shall be billed the difference between actual charges incurred and the monthly minimum charge of \$20.00, the "shortfall charge." For example, if a Customer's actual charges for non-calling card calls are \$12.34, a shortfall charge of \$7.66 will appear on the invoice. In addition, the Customer's rates are adjusted for the month in which the shortfall occurs to the rates in 3.3.5 following for all non-calling card and calling card usage. While shortfall charges apply to the non-calling card charges of an ACS Customer, the application of the shortfall provisions will not reduce the Fixed Advantage earned for calling card calls and the Customer will be credited with any calling card usage in excess of the total Fixed Advantage available if earned. Compare using the following examples.



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SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

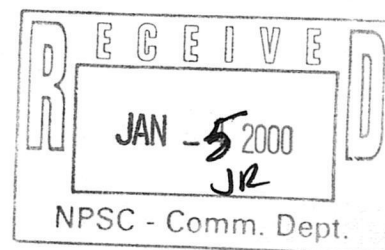
3.11 Advantage Card Service (ACS) (Cont'd)

3.11.3 Limitations and Disclaimers - Shortfalls (Cont'd)

Example 1: An ACS Customer is billed \$12 for 1+ calling in the month of May and makes \$18 worth of calling cards in the same month. The Customer will receive full credit in its June invoice for the \$18 of calling card calls, be assessed a shortfall of \$8 pursuant to the provisions of this Section 3.11.3, and its rates will be rerated under Section 3.3.5 following.

Example 2: An ACS Customer is billed \$7 for 1+ calling in the month of October and makes \$26 worth of calling cards in the same month. The Customer will receive full credit (\$20) in its November invoice for the \$26 of calling card calls and, will be credited with \$6 in excess of the calling card usage so that the shortfall assessed pursuant to the provisions of this Section 3.11.3 will be reduced to \$7 (\$20 minimum in 1+ usage per this Section 3.11.3 - \$7 used = \$13 shortfall - \$6 in excess calling card usage = \$7 shortfall under this 3.11.3), and its rates rerated under 3.3.5 following.

Example 3: An ACS Customer is billed \$9 for 1+ calling in the month of February and makes \$44 worth of calling cards in the same month. The Customer will receive full credit (\$20) in its March invoice for the \$44 of calling card calls and will not be assessed any shortfall under the provisions of this Section 3.11.3 nor be subject to rerating under 3.3.5 following (because the \$9 in 1 + calling and the \$24 in calling card calling is in excess of the \$20 minimum required by this Section 3.11.3 equals \$33 in qualified billings for the month of February).



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SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

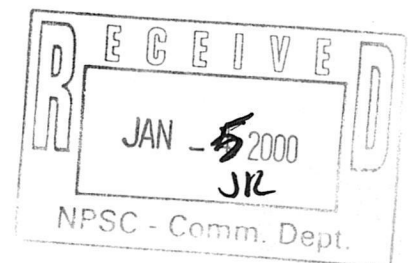
3.11 Advantage Card Service (ACS) (Cont'd)

3.11.4 Reinstatement

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

3.11.5 Rates

The rates set forth in Section 3.1.3.2 apply to ACS calling card calls.



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SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

3.12 Advantage Card Service II (ACS II)

Advantage Card Service II (ACS II) is offered to existing and new customers meeting the eligibility requirements set forth in 3.12.1 following. Each ACS II Customer who maintains its eligibility is entitled to free calling card calling up to \$50.00 per month commencing with Customer's first invoice if the ACS Customer incurs ACS charges in the service period covered by the first invoice, otherwise in the second invoice and ending with Customer's seventh invoice ("Fixed Advantage Calling"). An additional allowance of free calling card calling equal to 50% of the average monthly charges incurred for the ACS II Customer's non-calling card calling billed in the Customer's 2nd through 7th invoices following Customer commencement of service as an ACS II Customer ("Bonus Advantage Calling").

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3.12.1 Eligibility

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

3.12.2 Limitations and Disclaimers - General

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

B. If earned as specified in 3.12 preceding, Fixed Advantage Calling will be reflected in Customer's first or second through seventh invoices following commencement of ACS II service and the ACS Bonus Advantage Calling will be reflected in Customer's eighth invoice following commencement of ACS II service.

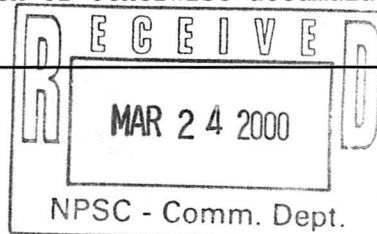
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C. ACS II Calling Advantages are not available with any other promotional offering or "save/winback" program offered by Company except as provided in E following.

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

Issued: March 24, 2000

Effective: April 4, 2000



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SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

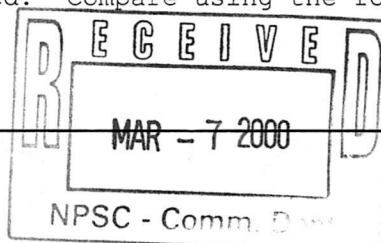
3.12 Advantage Card Service II (ACS II) (Contd)

3.12.2 Limitations and Disclaimers - General (Cont'd)

- E. Subject to and in accordance with the provisions of Sections 3.4 and 3.4.6 following, and the eligibility requirements of 3.12.1 preceding, ACS II service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS II service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by 3.12.1 preceding.
- F. An ACS II Customer must complete a minimum service term of seven (7) invoices with no delinquencies and no bill cycle interruptions in order for its eighth invoice to reflect the applicable Bonus Advantage Calling.
- G. An ACS II Customer whose service is terminated for cause or which voluntarily terminates Company's service prior to the completion of the minimum seven month service term for Bonus Advantage Calling forfeits all unused credits.

3.12.3 Limitations and Disclaimers - Shortfalls

An ACS II Customer must maintain a monthly minimum of \$20.00 in non-calling card charges to avoid shortfall charges. Customer shall be billed the difference between actual charges incurred and the monthly minimum charge of \$20.00, the "shortfall charge." For example, if a Customer's actual charges for non-calling card calls are \$12.34, a shortfall charge of \$7.66 will appear on the invoice. In addition, the Customer's rates are adjusted for the month in which the shortfall occurs to the rates in 3.3.5 following for all non-calling card and calling card usage. While shortfall charges apply to the non-calling card charges of an ACS II Customer, the application of the shortfall provisions will not reduce the Fixed Advantage earned for calling card calls and the Customer will be credited with any calling card usage in excess of the total Fixed Advantage available if earned. Compare using the following examples.



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*All Material On This Page is New *

SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

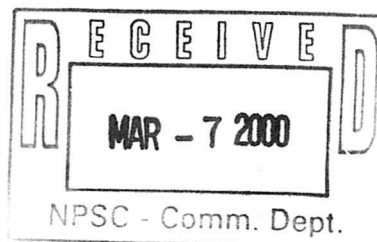
3.12 Advantage Card Service II (ACS II) (Cont'd)

3.12.3 Limitations and Disclaimers - Shortfalls (Cont'd)

Example 1: An ACS II Customer is billed \$12 for 1+ calling in the month of May and makes \$18 worth of calling cards in the same month. The Customer will receive full credit in its June invoice for the \$18 of calling card calls, be assessed a shortfall of \$8 pursuant to the provisions of this Section 3.12.3, and its rates will be rerated under Section 3.3.5 preceding.

Example 2: An ACS II Customer is billed \$7 for 1+ calling in the month of October and makes \$26 worth of calling cards in the same month. The Customer will receive full credit (\$20) in its November invoice for the \$26 of calling card calls and, will be credited with \$6 in excess of the calling card usage so that the shortfall assessed pursuant to the provisions of this Section 3.12.3 will be reduced to \$7 (\$20 minimum in 1+ usage per this Section 3.12.3 - \$7 used = \$13 shortfall - \$6 in excess calling card usage = \$7 shortfall under this 3.12.3), and its rates rerated under 3.3.5 preceding.

Example 3: An ACS II Customer is billed \$9 for 1+ calling in the month of February and makes \$44 worth of calling cards in the same month. The Customer will receive full credit (\$20) in its March invoice for the \$44 of calling card calls and will not be assessed any shortfall under the provisions of this Section 3.12.3 nor be subject to rerating under 3.3.5 preceding (because the \$9 in 1 + calling and the \$24 in calling card calling is in excess of the \$20 minimum required by this Section 3.12.3 equals \$33 in qualified billings for the month of February).



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SECTION 3 - "SIGNATURE" SERVICES DESCRIPTION AND RATES (Cont'd)

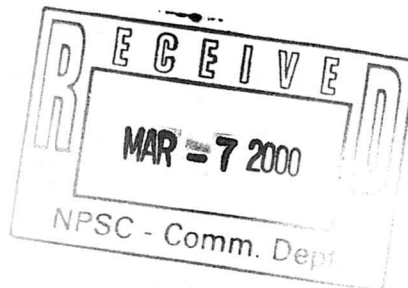
3.12 Advantage Card Service II (ACS II) (Cont'd)

3.12.4 Reinstatement

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

3.12.5 Rates

The rates set forth in Section 3.1.3.2 apply to ACS II calling card calls.



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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.13 International Plus Business Services & Rates (Cont'd)

3.13.6 Super 1 Rate Plan

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

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0477	\$0.0159
Off-Peak/Non-Business Day	\$0.0477	\$0.0159

3.13.7 Super 2 Rate Plan

Super 2 rates are provided to customers whose minimum monthly intrastate usage is over \$30.00 at the following rates:

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

3.13.8 Cairo 1 Rate Plan

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

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

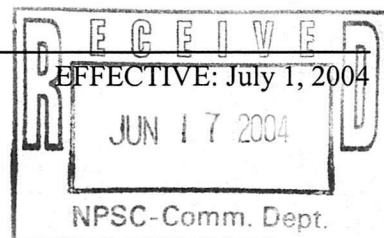
3.13.9 Cairo 2 Rate Plan

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

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

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.13 International Plus Business Services & Rates (Cont'd)

3.13.10 Limited-Class Switched Rates

(T)

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

(T)

A. D-1/D-2 Rate Plan

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

	Minimum Call Unit 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-3 Rate Plan

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

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

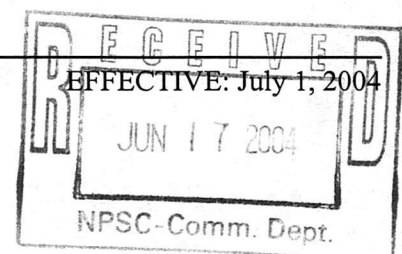
C. D-4 Rate Plan

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

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

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.13 International Plus Business Services & Rates (Cont'd)

3.13.10 Limited-Class Switched Rates (Cont'd)

(T)

3.13.10.2 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.

(T)

A. X-1 Rate Plan

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

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

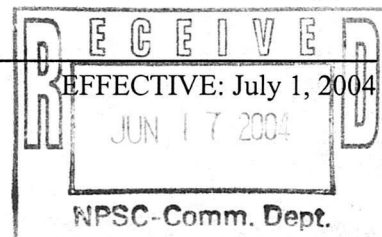
B. X-2 Rate Plan

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

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0267	\$0.0089
Off-Peak/Non-Business Day	\$0.0267	\$0.0089

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.16 Graduated Rate Categories

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

Table 1

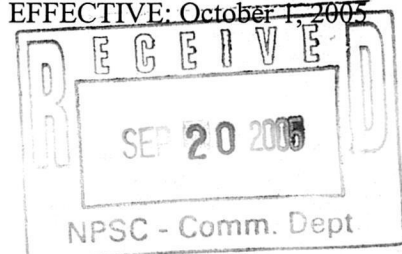
Rate Plan	Rate Category
Classic Q/Classic 2	IX
Classic 1	VIII
Universal	VII
Prime 2	VI
Prime 1	V
Super 1	IV
Super 2	III
Cairo 1	II
Cairo 2	I

- A.** Any Rate Category I-VII 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. (T/I)
- B.** Any Rate Category VIII 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 IX, effective for all calls on or after October 1, 2005, that are reflected on invoices rendered on or after November 1, 2005. (T/I)

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.29 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 September 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 or to the highest available rate category, whichever is lower, effective for all calls on or after January 1, 2006, that are reflected on invoices rendered on or after February 1, 2006.

(N/I)
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(N/I)

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