Nebraska Tariff No. 2 Original Page 1 Cancels and Replaces In Its Entirety Nebraska Tariff No. 1

TITLE SHEET

### TARIFF OF

# NOS COMMUNICATIONS, INC.

This tariff, filed with the Nebraska Public Service Commission contains the rates, terms and conditions applicable to the Resale Telecommunications Services provided by NOS COMMUNICATIONS, INC. within the state of Nebraska.

NOTE: Nebraska Tariff No. 2 cancels and replaces in its entirety Nebraska Tariff No. 1



Issued: March 16, 1995 Effective: March 26, 1995

Issued by:

Tariff Administrator

6701 Democracy Blvd., Suite 811

### **CHECK SHEET**

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

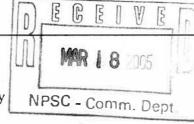
SHEET	REVISION LEVEL	SHEET	REVISION LEVEL	SHEET	REVISION LEVEL
1	Original	17.1.6	First Revised	28.3	First Revised
2	Fifty Fifth Revised*	17.1.7	First Revised	28.4	First Revised
2.1	Fifteenth Revised	17.1.8	First Revised	28.5	Second Revised
3	Ninth Revised	17.1.9	First Revised	28.6	Second Revised
4	Original	17.1.10	First Revised	28.7	Second Revised
5	Original	17.1.11	First Revised	28.7.1	First Revised
6	Original	17.2	Third Revised	28.7.2	First Revised
7	Second Revised	17.3	Third Revised	28.8	Second Revised
8	Fourth Revised	17.4	First Revised	28.9	Second Revised
9	Original	17.5	Second Revised	28.10	Second Revised
10	Original	17.6	Second Revised	28.11	Second Revised
11	Original	17.7	Second Revised	28.12	Second Revised
11.1	Original	17.8	Second Revised	28.13	First Revised
11.2	First Revised	17.9	Second Revised	28.14	Second Revised
12	Original	18	Original	29	Fourth Revised
13	Original	19	First Revised	30	Seventh Revised
14	Original	20	First Revised	31	Fifth Revised
15	Original	21	First Revised	32	Ninth Revised
16	Original	21.1	First Revised	32.1	Seventh Revised
16.1	First Revised	21.2	Twenty Sixth Revised*	32.2	Third Revised
16.2	Original	21.3	First Revised	33	Third Revised
16.3	Original	22	Original	34	Second Revised
16.4	Original	23	First Revised	35	Third Revised
16.5	Original	24	Second Revised	36	Second Revised
16.6	Original	25	Second Revised	37	Third Revised
16.7	Original	26	Second Revised	38	Third Revised
16.8	Original	27	Fifth Revised	38.1	Second Revised
16.9	Original	27.1	Thirteenth Revised	38.2	First Revised
16.9.1	Original	27.2	Tenth Revised	38.3	Original
16.9.2	Original	27.2.1	Seventh Revised	38.4	Original
16.10	Original	27.2.2	Original	38.5	Original
17	Fourth Revised	27.2.3	Original	38.6	Original
17.1	Fourth Revised	27.3	Fourth Revised	39	First Revised
17.1.1	Second Revised	27.4	Original	40	First Revised
17.1.2	First Revised	28	Sixth Revised	40.1	Original
17.1.3	First Revised	28.1	Fourth Revised	41	First Revised
17.1.4	First Revised	28.1.1	Original		
17.1.5	First Revised	28.2	First Revised		

<sup>\*</sup> Indicates pages included in this filing

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Effective: April 1, 2005

# CHECK SHEET (Cont'd)

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SHEET	REVISION LEVEL	SHEET	REVISION LEVEL	SHEET	REVISION I	EVEL.
49	Removed	70.5	Removed	91.5	Removed	
50	Removed	70.6	Removed	92	Removed	
51	Removed	70.7	Removed	93	Removed	
51.1	Removed	70.8	Removed	93.1	Removed	
52	Removed	70.9	Removed	94	Removed	
53	Removed	70.10	Removed	95	Removed	
54	Removed	70.11	Removed	96	Removed	
55	Removed	70.12	Removed	97	Removed	
56	Removed	70.13	Removed	98	Removed	
56.0.1	Removed	71	Removed	99	Removed	
56.0.2	Removed	72	Removed	100	Removed	
56.1	Removed	73	Removed	101	Removed	
56.2	Removed	74	Removed	102	Removed	
56.3	Removed	75	Removed	103	Removed	
56.4	Removed	76	Removed	104	Removed	
56.5	Removed	77	Removed	105	Removed	
56.6	Removed	78	Removed	106	Removed	
57	Original	79	Removed	107	Removed	
58	2nd Revised	80	Removed	108	Removed	
59	Removed	81	Removed	109	Removed	
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61	Removed	83	Removed	111	Removed	
62	Removed	84	Removed	112	Removed	
63	Removed	85	Removed	113	Removed	
64	Removed	86	Removed	114	Removed	
65	Removed	87	Removed	115	Removed	
66	Removed	88	Removed	116	Removed	
67	Removed	89	Removed	117	Removed	PAY!
68	Removed	90	Removed	117.1	Removed	(00)
69	Removed	90.1	Removed	117.2	Removed	
	Removed	90.2	Removed	118	Removed	y many
70.1	Removed	91	Removed	118.1	Removed	[22]
	Removed	91.1	Removed	119	Removed	رع
70.3	Removed	91.2	Removed	120	Removed	
70.4	Removed	91.3	Removed	121	Removed	[22]
	Removed	91.4	Removed			
70.4.2	Removed					



Issued: April 3, 2001

Issued By:

Glenn T. Stockton, II

Chief Counsel, Tariff and Regulatory Affairs

4380 Boulder Highway Las Vegas, NV 89121 Effective: April 17, 2001

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#### SYMBOLS

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

- C Changed regulation.
- D Delete or discontinue.
- I Change Resulting in an increase to a Customer's bill.
- M Moved from another tariff location.
- N New
- R Change resulting in a reduction to a Customer's bill.
- T Change in text or regulation.



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#### TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the NPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. (a). 2.1.1.A.1. (a).I. 2.1.1.A.1. (a).I. (i). 2.1.1.A.1. (a).I. (i).
- D. Check Sheets When a tariff filing is made with the NPSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)



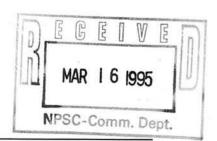
Issued: March 16, 1995 Effective: March 26, 1995

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# Application of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate resale common carrier communications service by NOS COMMUNICATIONS, INC. within the State of Nebraska.



Issued: March 16, 1995

Effective: March 26, 1995

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Replaces First Revised Page 7

### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

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

(D)

Call Unit - A Call Unit is either Minimum (Initial), Incremental, Equivalent or Total as defined herein.

(T)

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

(T)

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

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

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

Equivalent Call Unit (ECU) - A Call Unit equivalent to one or more Incremental Call Units, added to Total Call Units to recover the "non-transport" costs incurred by Carrier in providing service.

Incremental Call Unit - The minimum additional period after a Minimum (Initial) Call Unit for which charges are incurred for a call and, except as otherwise provided in this tariff, equals six (6) seconds.

(T) (T)

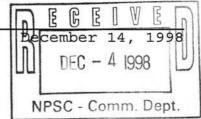
(D) (D)

Initial Call Unit - Minimum Call Unit.

ISSUED: December 4, 1998

Effective:

Issued By:



Replaces Third Revised Page 8

# SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

LEC - Local Exchange Company.

Minimum Call Unit (MCU) - The minimum period for which charges are incurred for calls and, except as otherwise provided for in this tariff, equals 18 seconds.

(T)

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

(T)

NOS - Used throughout this tariff to mean NOS Communications, Inc.

NPSC - Nebraska Public Service Commission

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

Peak / Business Day - 9:00 am to 4:00 pm, Monday through Friday.

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 - The number of applicable Call Units (Minimum (Initial), Incremental and Equivalent) which when added together determine the charges for a completed call. Total Call Units include one or more Equivalent Call Units and will appear on a Customer's monthly bill expressed in whole numbers and fractionally in tenths (e.g., .1, .4, .9, 1.4, 5.6, etc.).

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

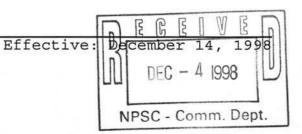
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Issued: December 4, 1998

Issued By:



NPSC-Comm. Dept.

#### SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of NOS COMMUNICATIONS, INC.

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

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

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

#### 2.2 Limitations

- 2.2.1 Service is offered in Equal Access areas only.
- 2.2. 2 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.3 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.4 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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### 2.2 Limitations, con't.

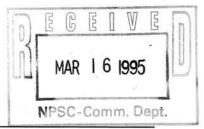
- 2.2.5 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.6 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

#### 2.3 Use

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

# 2.4 Liabilities of the Company

- 2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other



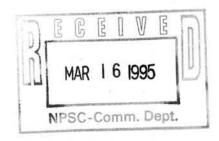
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# 2.4 Liabilities of Company, con't.

- 2.4.2 (continued)
  - than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- The Company shall not be liable for, and shall be 2.4.3 fully indemnified and held harmless by customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, tradename or service mark, competition, interference unfair with misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to , transmitted, or used by the Company under this tariff; or for any act or omission of the customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a customer resulting from the furnishing of service which is not the direct result of the Company's negligence.



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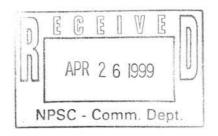
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#### SECTION 2 - RULES AND REGULATIONS (CONT'D)

# 2.4 Liability of The Company (Cont'd)

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



ISSUED: April 26, 1999 EFFECTIVE: May 6, 1999

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Las Vegas, NV 89121

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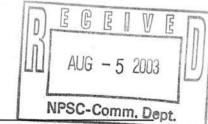
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# SECTION 2 - RULES AND REGULATIONS (CONT'D)

# 2.4 Liability of The Company (Cont'd)

# 2.4.6 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.



EFFECTIVE: August 15, 2003

ISSUED: August 5, 2003

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# 2.5 Deposits

The Company does not collect deposits from customers.

# 2.6 Advance Payments

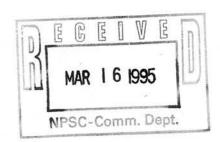
For customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected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

#### 2.7 Taxes

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

# 2.8 Terminal Equipment

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



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#### 2.9 Installation and Termination

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

# 2.10 Payment for Service

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

# 2.11 Cancellation by Customer

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

#### 2.12 Interconnection

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



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# 2.13 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions. Unless otherwise specified, the customer will be given five (5) days written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- (a) For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- (b) For failure or refusal to provide the Company with a deposit or advance payment to insure payment of bills in accordance with the provisions of this tariff, or failure to meet the Company's credit requirements.
- (c) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- (d) For non-compliance with and/or violation of the Commission's regulations or the Company's tariff rules and regulations on file with the Commission.
- (e) For non-payment of bills for telephone service.
- (f) Without notice in the event of customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.



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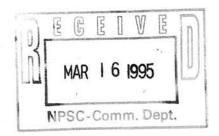
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# 2.13 Refusal or Discontinuance by Company (continued)

- (g) Without notice in the event of tampering with the equipment furnished and owned by the Company.
- (h) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (i) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- (j) For extended periods of inactivity over sixty (60) days.

# 2.14 Inspection, Testing and Adjustment

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



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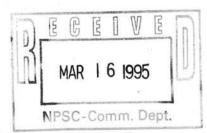
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# 2.15 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests, pilot programs, waivers and promotions to demonstrate the ease of use, quality of service and to promote the sale of its services.

# 2.16 Interruption of Service

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



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# SECTION 2 - RULES AND REGULATIONS (Cont'd)

### 2.17 Recovery of Charges

(T)

Customer agrees that all actions, suits, or proceedings to recover charges due under this tariff shall, at the Company's discretion, be prosecuted in the state or federal courts in the state in which the Company maintains its principal offices or in which it administers its legal/regulatory affairs. 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 jurisdiction of any action instituted hereunder, and consents to the granting of such legal or equitable relief as deemed appropriate by the Court.

# 2.18 Late Payment Charge

(N)

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

(N)



Issued: April 26, 1999

Effective: May 6, 1999

Issued By: Tariff Administrator 4380 Boulder Highway

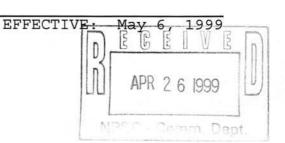
Las Vegas, NV 89121

### SECTION 2 - RULES AND REGULATIONS (Cont'd)

### 2.19 Responsibilities of the Customer

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

ISSUED: April 26, 1999



### SECTION 2 - RULES AND REGULATIONS (CONT'D)

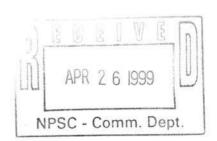
### 2.20 Service Cancellation, Discontinuance and Termination

Subject to and to be construed consistent with section 2.13, 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.

#### 2.20.1 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.



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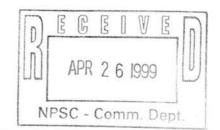
#### SECTION 2 - RULES AND REGULATIONS (CONT'D)

### 2.20 Service Cancellation, Discontinuance and Termination(Cont'd)

# 2.20.1 Definitions (Cont'd)

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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### SECTION 2 - RULES AND REGULATIONS (CONT'D)

### 2.20 Service Cancellation, Discontinuance and Termination(Cont'd)

#### 2.20.2 Cancellation

- A. A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines the customer's service profile does not meet the eligibility requirements applicable to the service or services under this tariff. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.
- B. A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines that the customer has a history of late payments, payment delinquencies, a poor credit rating, or a history of disputed billings with Company or other telecommunications service providers. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.
- C. A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines that the customer's representative did not have the authority to order the service or services, fails to provide proof satisfactory to Company that such authority was delegated to the person claiming to represent the customer, or Company determines by any means that the person misrepresented his or her authority on behalf of customer. Company will provide verbal or written notice of the cancellation within time reasonable after Company determines cancellation is required.

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NPSC - Comm. Dept. EFFECTIVE: May 6, 1999

#### SECTION 2 - RULES AND REGULATIONS (CONT'D)

### 2.20 Service Cancellation, Discontinuance and Termination(Cont'd)

# 2.20.3 Temporary Discontinuance

- A. A specific service or any combination of multiple services may be temporarily discontinued if Company determines that circumstances exist which if shown to be true would cause the continuation of the service or services to violate any term or provision of this tariff, any applicable law or regulation, or result in unlawful, abusive, fraudulent, or harassing use or an invasion of another's privacy. Company will provide reasonable advance notice, not to exceed ten calendar days, of any temporary discontinuance; provided that Company may institute a temporary discontinuance without prior notice when Company determines such action is necessary in the public interest, to avoid a possible violation of law, this tariff or governing regulations or in any circumstance where the rights of a third party may be threatened with substantive harm or damage.
- A specific service or any combination of multiple В. services may be temporarily discontinued without prior notice if Company determines that a customer's monthly usage exceeds or is projected in any of the next three succeeding billing cycles to exceed customer's estimated usage provided prior to commencement of service by \$500, and customer, having been notified of its unexpected level of usage, and requested to provide specific security for payment of charges, fails to confirm in writing customer's acknowledgment and agreement to the tariffed charge applicable to customer's service or services and provide Company with an advance payment. Such advance payment must be provided Company by wire transfer pursuant to banking instructions provided by Company.

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### 2.20 Service Cancellation, Discontinuance and Termination(Cont'd)

### 2.20.3 Temporary Discontinuance (Cont'd)

- C. A specific service or any combination of multiple services may be temporarily discontinued without prior notice if Company determines that customer's most recent payment was remitted without sufficient funds to cover the then outstanding charges and any arrearage, and customer, having been notified of its insufficient funds, fails to confirm in writing customer's acknowledgment and agreement to the tariffed charges applicable to customer's service or services and provide Company with an advance payment.
- D. A specific service or any combination of multiple services may be temporarily discontinued without prior notice if customer has not paid the charges for services rendered within thirty (30) days of invoice date and Company determines that customer has or will refuse to pay the invoiced tariffed charges other than for legitimate unresolved disputes about the charges. For purposes of this section, legitimate disputes over charges do not include -
- Disputes arising from Company's billing and collection of government imposed surcharges, fees, assessments, taxes or other similar charges for which Company is not the originator;
- Disputes arising from Company's bill presentation format;
- 3. Disputes arising from Company's rate structure;
- 4. Disputes arising from any cause not related to miscalculations of charges for services rendered; disputes over the services themselves as to quality, reliability, or "as ordered" correctness; and/or

5. Customer's dispute of the correctness of Company's determination to reject customer's original "legitimate" dispute of Company's charges.

NPSC - Comm. Dept. EFFECTIVE: May 6, 1999

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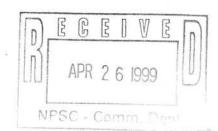
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### SECTION 2 - RULES AND REGULATIONS (CONT'D)

### 2.20 Service Cancellation, Discontinuance and Termination(Cont'd)

2.20.4 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 2.20.3.D, preceding, that the service or services may be reinstituted according to the original terms and conditions applicable to said service or services as set forth in this tariff; or the causes giving rise to the temporary discontinuance in the first instance have not been resolved permitting reinstitution of service on the terms and conditions applicable prior to temporary discontinuance of service. Company will provide prior written notice of permanent discontinuance within a reasonable time, not to exceed five (5) business days once Company determines permanent discontinuance is required.



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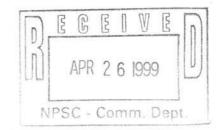
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### SECTION 2 - RULES AND REGULATIONS (CONT'D)

### 2.20 Service Cancellation, Discontinuance and Termination(Cont'd)

- 2.20.5 Termination. A specific service or any combination of multiple services may be terminated if Company determines to cease provisioning the service or services for a customer or class of customers for cause. For purposes of this section, "cause" is defined as follows:
  - A. The circumstances giving rise to Company's determination to cancel, temporarily discontinue or permanently discontinue a service or any combination of multiple services are determined by Company to be immune to positive changes or improvement.
  - B. The offering of the service or services is no longer warranted because customer demand for the service or services has fallen below the level needed to maintain the service or services on a cost effective or operationally practical basis or both.
  - C. The offering of the service or services is no longer warranted because applicable laws, regulation, or government policy have separately or in combination made continued provisioning of the service or services technically and/or competitively infeasible, economically unviable or operationally impracticable.



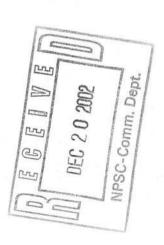
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#### SECTION 2 - RULES AND REGULATIONS (Cont'd)

### 2.20 Service Cancellation, Discontinuance and Termination (Cont'd)

#### 2.20.6 Service Term Commitments

- A. Termination Charges Discontinuance Before Expiration. Should customer discontinue service before the expiration of any term commitment specified in this tariff, customer shall be liable for termination charges as specified in the term commitment.
- B. 90-Day Term Agreement - In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 90-Day Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by three (3) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 90-Day Term Agreement will automatically renew for subsequent additional 90-Day terms unless customers cancel their account within 30 days of completion of the current term.
  - 6-Month Term Agreement In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 6-Month Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by six (6) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 6-Month Term Agreement will automatically renew for subsequent additional 6-Month terms unless customers cancel their account within 30 days of completion of the current term.



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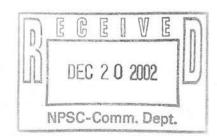
William P. Wright
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4380 Boulder Highway
Las Vegas, NV 89121

#### SECTION 2 - RULES AND REGULATIONS (Cont'd)

### 2.20 Service Cancellation, Discontinuance and Termination (Cont'd)

#### 2.20.6 Service Term Commitments (Cont'd)

- D. 1-Year Term Agreement - In consideration for a guarantee, granted to certain new customers, that a customer's long distance Interstate and Intrastate/IntraLata usage rates will not increase during the Agreement term, such customers may elect to be subject to a 1-Year Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by twelve (12) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination.
- E. Discontinuance Without Liability Customers may discontinue service before expiration of any term commitment specified in this tariff without incurring the applicable termination charges if customers restructure their service by agreeing to a new service term of equal or greater length as that of the service term customer discontinues or to a new service with a greater volume commitment for a term, the combination of which (that is, the new term and greater volume commitment) has a value equal to or greater than the value of the service being discontinued.



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Replaces Second Revised Page 17

#### SECTION 3 - EXPLANATION OF RATES

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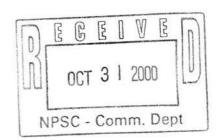
#### 3.1 General

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

#### 3.2 Rate Elements

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- 3.2.1 Long distance usage charges are based on the usage of the Company's network. The Company will determine that a call has been established through industry standard answer detection methods, including hardware answer detection.
- 3.2.2 Chargeable time for a call ends upon disconnection by either party.
- 3.2.3 Charges for calls are based on usage of the Company's network (transport) and the related non-transport functions including without limitation, installation/account set up, general and account administration, regulatory fees, and other costs.
- 3.2.4 Charges for a call are determined by adding all applicable Call Units as defined in this tariff Minimum (Initial), Incremental and Equivalent and are in lieu of additional surcharges, the imposition of minimum service terms or other special charges, unless expressly set forth in this tariff.
- 3.2.5 The Company adds one or more ECUs in determining TCUs to recover the equivalent of the costs for the non-transport functions of providing a call according to a non-discriminatory algorithm applied to all customers unless otherwise provided for herein.



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

# 3.2 Rate Elements (Cont'd)

3.2.6 Reserved for Future Use

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3.2.7 Reserved for Future Use

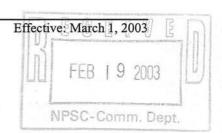
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### 3.2 Rate Elements (Cont'd)

#### 3.2.8 Call Unit Calculations

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

TABLE 1 - Calls of a Minute or Less

Duration (In seconds)	TCU's		
1-18*	3.2		(I)
19-22	3.3		Í
23-24	3.4		İ
25-26	3.5		į
27-29	3.6		î
30	3.7		İ
31-35	3.9		i
36	4.0		i
37-42	4.1		i
43-44	4.2		i
45-48	4.3		1
49-53	4.4		- 1
54	4.5		1
55-58	4.6		- 4
59	4.7		- 1
60	4.8		(I)

<sup>\*</sup> calls are subject to an 18-second minimum.

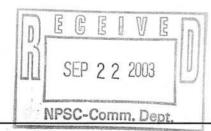
# **TABLE 2 - Calls in Minutes**

Duration (In minutes)

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.

Formula Calculations



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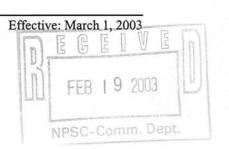
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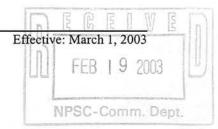
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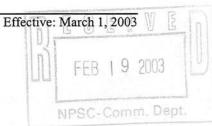
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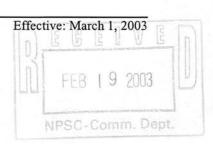
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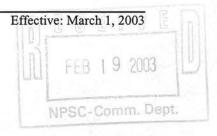
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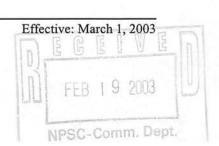
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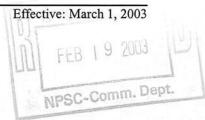
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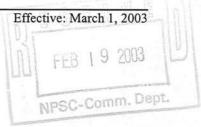
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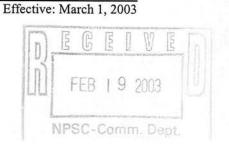
### 3.2 Rate Elements (Cont'd)

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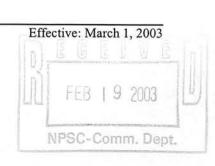
### 3.2 Rate Elements (Cont'd)

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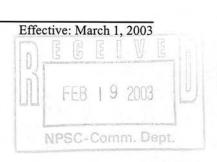


### 3.2 Rate Elements (Cont'd)

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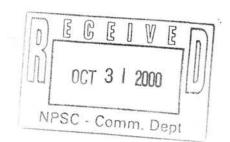
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Third Revised Page 17.3

Cancels Second Revised Page 17.3

#### SECTION 3 - EXPLANATION OF RATES (Cont'd)

- 3.2 Rate Elements (Cont'd)
  - 3.2.9 All calls incur charges for Minimum and applicable
    Equivalent Call Units and all calls of more than 18
    seconds will also incur charges for applicable
    Incremental Call Units.
  - 3.2.10 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. (N)



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Los Angeles, CA 90010

First Revised Page 17.4

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#### SECTION 3 - EXPLANATION OF RATES (Cont'd)

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3.2 Rate Elements (Cont'd)

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3.2.11 Rounding

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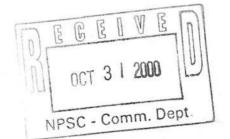
3.2.11.1 Rounding at 18/6. Company follows the industry practice of "rounding," that is, in its most basic form, when call duration does not end on the nearest whole 6-second increment, the call's duration is rounded to the next whole 6-second increment. Services with billing increments of 6 second increments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



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



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### 3.2 Rate Elements (Cont'd)

3.2.12 Reserved for Future Use

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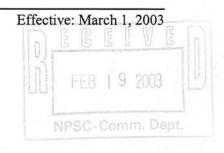
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## SECTION 3 - EXPLANATION OF RATES (Cont'd)

### 3.2 Rate Elements (Cont'd)

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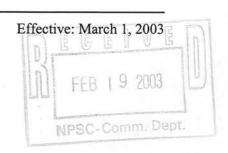
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### 3.2 Rate Elements (Cont'd)

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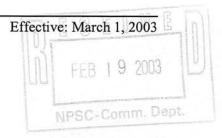
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### SECTION 3 - EXPLANATION OF RATES (Cont'd)

### 3.2 Rate Elements (Cont'd)

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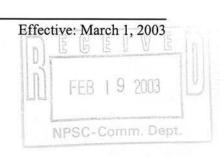
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### 3.2 Rate Elements (Cont'd)

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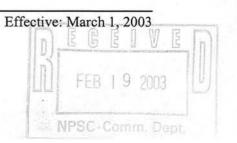
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### SECTION 3 - DESCRIPTION OF SERVICE, CON'T.

### 3.3 Calculation of Distance

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

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the rate centers or AT&T central office for switched access and special access, respectively, as defined by AT&T in its FCC Tariff No. 10 as filed with the FCC in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the originating and terminating points of the call.

Step 2 - Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

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

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

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the V&H mileage between the originating and terminating points of the call.

Formula:

$$(V_1-V_2)^2+(H_1-H_2)^2$$



Issued: March 16, 1995 Effective: March 26, 1995

Issued by:

Tariff Administrator

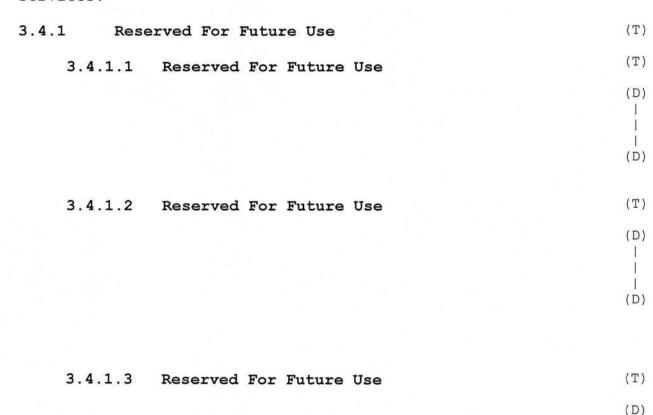
6701 Democracy Blvd., Suite 811

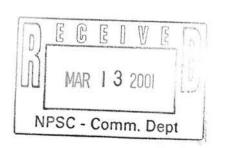
Bethesda, Maryland 20817

### SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd)

### 3.4 Long Distance Service - Product Descriptions

All services are offered subject to the provisions of Section 3.2 and in conjunction with the Company's interstate services.





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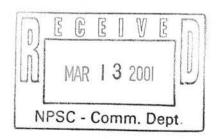
### SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd)

### 3.4 Long Distance Service - Product Descriptions (Cont'd)

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3.4.1	Reserved	For	Future	Use	(T)
3.4.1.4	Reserved	For	Future	Use	(T) (D)
					   (D)
3.4.1.5	Reserved	For	Future	Use	(T)
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# 3.4.1.8 Reserved For Future Use

3.4.1.7 Reserved For Future Use



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### SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd)

3.4 Long Distance Service	ce -	Product	Descriptions
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Reserved For Future Use

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3.4.2.1 Reserved For Future Use

3.4.2.2 Reserved For Future Use (T)

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3.4.2.3 Reserved For Future Use (T)

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Issued: March 13, 2001 Effective: March 23, 2001

Las Vegas, NV 89121

### SECTION 3 - Description of Services

#### 3.5 Telecompetitive Service Offerings ("TSOs")

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

- 3.5.1 TSOs will comply with the Carrier's net revenue test which is founded on established economic principles ensuring above-cost pricing.
- 3.5.2 A customer or potential customer which is similarly situated may request service under a new or previously tariffed TSO. To qualify as a similarly situated customer for purposes of this Section, the customer seeking the TSO must demonstrate the existence of circumstances substantially and materially like those which justified the TSO as tariffed.
- 3.5.3 An existing customer or potential customer unable to demonstrate being similarly situated under a tariffed TSO may, nonetheless, be able to qualify for a different or new TSO tailored to that customer's circumstances.
- 3.5.4 TSOs are available for all rates published in this Tariff.
- 3.5.5 Whenever a customer's competitive offer entails a rate which is not at the time offered by the Company, a specifically responsive competitive rate (RCR) matching that otherwise available from the competitive offering shall be tariffed in Section 4, following.

#### 3.6 Benchmark Rates

Certain rates set forth in Section 4 of this tariff are "benchmarked," that is, keyed to a customer's monthly revenue volume and/or term commitments. Customers whose monthly revenue volume and/or term commitments do not meet the applicable benchmark(s) may obtain the benchmarked rate pursuant to Section 3.5 preceding.

Issued: December 31, 1997 Effective: January 10, 1998

Issued by: Tariff Administrator 4380 Boulder Highway Las Vegas, NV 89121

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NPSC-Comm. Dept.

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### SECTION 3 - EXPLANATION OF RATES (Cont'd)

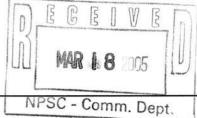
### 3.7 Freedom Plans

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

- 3.7.1 Any Rate Category I-VII customers in service on or before December 31, 2004, 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 April 1, 2005, that are reflected on invoices rendered on or after May 1, 2005.
- 3.7.2 Any Rate Category VIII customers in service on or before December 31, 2004, 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 April 1, 2005, that are reflected on invoices rendered on or after May 1, 2005.



Issued: March 22, 2005

Comm. Dept. Effective: April 1, 2005

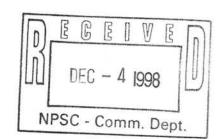
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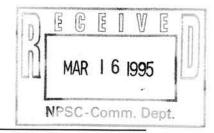
Issued: December 4, 1998 Effective: December 14, 1998

Issued By: Tariff Administrator 4380 Boulder Highway Las Vegas, NV 89121

#### SECTION 4 - RATES

#### 4.1 General

Each customer is charged individually for each call placed through the Company. Rates may vary by mileage band, time of day, day of week, call duration, type of originating access and product type, as specified in this tariff.



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### SECTION 4 - RATES, CON'T.

### 4.2 Time of Day Rate Periods

Day/ Business Day; and evening and night/weekend/ Non Business (C) Day rates apply based on the following schedule:

Day Rate Period: 9:00 a.m. to 4:00 p.m., Monday through Friday.

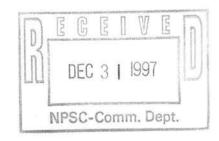
Evening Rate Period: 4:01 p.m. to 11:00 p.m. Monday through Friday and all day Saturday and Sunday.

Night Rate Period: 11:01 p.m. to 8:59 a.m all days.

### 4.2.1 Peak/Business Day; Off-Peak/ Non-Business Day

Peak/ Business Day: 9:00 am to 4:00 pm, Monday through Friday.

Off Peak/ Non Business Day: 4:01 pm to 8:59 am, Monday through Friday and all day Saturday and Sunday



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Issued: December 31, 1997 Effective: January 10, 1998

Issued by:

#### 4.3 Reserved For Future Use

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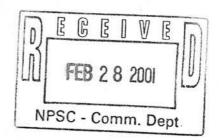
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4.5 Reserved For Future Use

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Glenn T. Stockton, II

Chief Counsel, Tariff and Regulatory Affairs

Second Revised Page 25

Cancels First Revised Page 25

### SECTION 4 - RATES, (Cont'd)

4.6 Reserved For Future Use

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4.7 Reserved For Future Use

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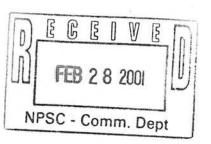
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4.8 Reserved For Future Use

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Issued By:

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## SECTION 4 - RATES, (Cont'd)

#### 4.9 Reserved For Future Use

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4.10 Reserved For Future Use

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Effective: March 30, 2001

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4.12 Reserved For Future Use

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4.13 Reserved For Future Use

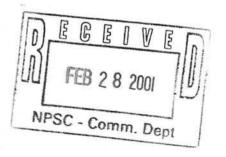
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4.14 Reserved For Future Use

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4.15 Reserved For Future Use



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Effective: March 30, 2001

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Chief Counsel, Tariff and Regulatory Affairs

Company offers two Freedom Plans, its Freedom Plan 2000 and its Freedom Plan for Business Users. Company's standard tariff rate methodology applies in each invoice under its Freedom Plan 2000. Section 5.1 applies to Company's Freedom Plan for Business Users. The following Freedom Plans Rate Plans, the Classic Q, Classic 2, Classic 1, Prime 2, Prime 1, Universal, Super 1, Super 2, Cairo 1 and Cairo 2 Rate Plans are offered. The provisions of Section 3.2, 3.7 and 4.30 of this tariff apply. The Freedom Plan rates are as follows:

(T)

#### 4.16 Classic Q/Classic 2 Rate Plan

Classic Q/Classic 2 rates are provided to customers whose minimum monthly intrastate usage is below \$5.00 at the following rates:

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	\$0.0747	\$0.0249
Off-Peak/Non-Business Day	\$0.0747	\$0.0249

#### 4.17 Classic 1 Rate Plan

Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over \$5.00 at the following rates:

	Minimum Call Unit	Incremental Call Unit
	or Fraction	or Fraction
Peak/Business Day	\$0.0717	\$0.0239
Off-Peak/Non-Business Day	\$0.0717	\$0.0239

#### 4.18 Universal Rate Plan

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

	Minimum Call Unit	Incremental Call Unit
	or Fraction	or Fraction
Peak/Business Day	\$0.0675	\$0.0225
Off-Peak/Non-Business Day	\$0.0675	\$0.0225

#### 4.19 Prime 2 Rate Plan

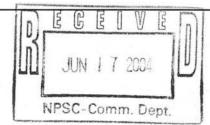
Prime 2 rates are provided to customers whose minimum monthly intrastate usage is over \$15.00 at the following rates:

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

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Issued By:

Tariff Administrator 4380 Boulder Highway Las Vegas, NV 89121



Effective: July 1, 2004

#### 4.20 Prime 1 Rate Plan

Prime 1 rates are provided to customers whose minimum monthly intrastate usage is over \$20.00 at the following rates:

Minimum	Call	Unit

Incremental Call Unit

or	Fra	ction	

or Fraction

Peak/Business Day

\$0.0507

\$0.0169

Off-Peak/Non-Business Day

\$0.0507

\$0.0169

#### Super 1 Rate Plan 4.21

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

			O 11	* * ·
N/	117	111111111	ı Call	1111
TAT		11111411	1 Can	OIII

Incremental Call Unit

or Fraction

or Fraction

Peak/Business Day Off-Peak/Non-Business Day \$0.0477 \$0.0477 \$0.0159 \$0.0159

#### 4.22 Super 2 Rate Plan

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

	~ 11	
Minimum	('2)	linit
IVIIIIIIIIIIIIII	Can	UIII

Incremental Call Unit

or Fraction

or Fraction

Peak/Business Day

\$0.0447

\$0.0149

Off-Peak/Non-Business Day \$0.0447 \$0.0149

#### 4.23 Cairo 1 Rate Plan

(T)

(T)

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

Minimum Call Unit

Incremental Call Unit

or Fraction

or Fraction

Peak/Business Day

\$0.0147

\$0.0049

Off-Peak/Non-Business Day

\$0.0147

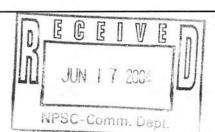
\$0.0049

Issued: June 21, 2004

Issued By:

Tariff Administrator

4380 Boulder Highway Las Vegas, NV 89121



Effective: July 1, 2004

#### 4.24 Cairo 2 Rate Plan

(N)

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	
Peak/Business Day	\$0.0117	\$0.0039	Î
Off-Peak/Non-Business Day	\$0.0117	\$0.0039	(N)

4.25 Reserved for Future Use

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- 4.26 Reserved for Future Use
- 4.27 Reserved for Future Use
- 4.28 Rates for Calling Cards

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

	Minimum Call Unit	Incremental Call Unit	
	or Fraction	or Fraction	
Peak/Business Day	\$0.0672	\$0.0224	
Off-Peak/Non-Business Day	\$0.0603	\$0.0201	

### 4.29 Rates for Calls Terminated to a Mobile Phone or Pager

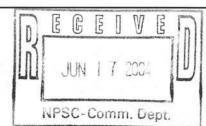
From and after January 14, 2000, all calls terminated to a mobile phone shall be charged the following rates:

Minimum Call Unit	Incremental Call Unit
or Fraction	or Fraction
\$0.0777	\$0.0259

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Tariff Administrator 4380 Boulder Highway Las Vegas, NV 89121



Effective: July 1, 2004

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

### SECTION 4 \_ RATES (Cont'd)

#### 4.30 Limited-Class Switched Rates

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

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

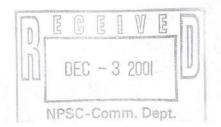
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Issued By:

Glenn T. Stockton, II

Chief Counsel, Tariff and Regulatory Affairs



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

### SECTION 4 - RATES (Cont'd)

### 4.30 Limited-Class Switched Rates (Cont'd)

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

#### A. X-1 Rate Plan

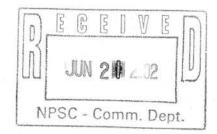
X-1 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

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

#### B. X-2 Rate Plan

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

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



Issued: June 21, 2002 Effective: July 1, 2002

Issued By:

William P. Wright

Executive Director, Corporate and Regulatory Affairs

### 4.31 Miscellaneous Charges

#### 4.31.1 Directory Assistance

Directory Assistance Rate per call: \$1.25

### 4.31.2 Payphone Surcharge

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

Per Call:

\$0.69

(I)

### 4.31.3 Calling Card "Bong"

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

### 4.31.4 Account Recourse Charges (ARCs)

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

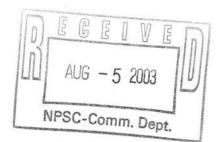
Final Adjusted Invoice Rate (FAIR) For a Customer whose last service date is less than 18 days into Customer's final billing cycle.

\$ 0.650 per applicable full billing increment

Final Adjusted Invoice Rate (FAIR) For a Customer whose last service date is more than 18 days into Customer's final billing cycle. \$ 0.325 per applicable full billing increment

Final Adjusted Invoice Rate (FAIR)
Calling Card Service

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



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

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#### \*All Material On This Page Is New.\*

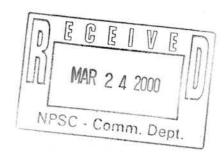
SECTION 4 - RATES (Cont'd)

#### 4.31 Miscellaneous Charges (Cont'd)

#### 4.31.5 Universal Service Fund Assessment

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

- \* Total Monthly Intrastate Charges per Invoice multiplied by 6.95%
- \* This percentage applies for the period from July 1, 1999 through June 30, 2000 and is subject to change pursuant to Commission order.



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Effective: April 4, 2000

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# SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, and TELECOMPETITIVE SERVICE OFFERINGS

#### 5.1 Freedom Plan for Business Users

Any business Customer meeting the eligibility requirements set forth following is eligible for the Freedom Plan for Business Users. The Freedom Plan for Business Users applies only to calls that originate and terminate within Nebraska during Business Day hours. The following services are eligible for the Freedom Plan for Business Users: 1+ Outbound, Toll Free Access (800/888/877), and Internet Access. The Freedom Plan for Business Users does not apply to calling card calls, nor to customers deciding to receive service under Company's Super 1 Rate Plan.

- 5.1.1 Under the Freedom Plan for Business Users, the Company will waive the ECU rate component for the first and second periods of service within the regular billing cycle for each Customer eligible for and selecting the Freedom Plan for Business Users. Company's standard tariff rates apply at the expiration of this introductory period.
- 5.1.2 To be eligible for the Freedom Plan for Business Users, Customer must not have had its account with any carrier canceled for nonpayment of charges, must not have a history of late payment of charges at any time during the 12 month period preceding customer's service commencement date with Company, and must have originated and terminated usage within the state of Nebraska withing the 30 day period preceding customer's service commencement date with Company.

#### 5.1.3 Reserved For Future Use.

#### 5.1.4 Companion Federal Rate Guarantee.

- A. For a customer who maintains eligibility for and receives service under the Freedom Plan for Business Users, the minimum and incremental call unit rates for intrastate calls under this tariff are guaranteed for the same number of invoices, i.e., 12 invoices for customers whose peak/business day interstate usage rates are \$0.069 to \$0.149 (6 invoices for any customer whose peak/business day interstate usage rate is \$0.059), as the number of invoices guaranteed under Company's Freedom Plan for Business Users for interstate calls as provided in Company's Tariff F.C.C. No. 4. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive offer.
- B. Calling Card services are not eligible for this rate quarantee.
- 5.1.5 Terms and Conditions. Each term and condition of this Section 5 and Company's Tariff F.C.C. No. 4, including specific eligibility provisions, apply and serve to qualify the availability and continuation of a customer's call unit rate guarantee as set forth herein.

\*Certain Material Formerly Appearing On This Page Now Appears On Third Revised Page 28.1\*

Issued: March 13, 2001 Effective: March 23, 2001

Issued By:

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

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

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

## 5.1 Freedom Plan for Business Users (Cont'd)

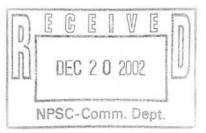
## 5.1.6 "One, Two, Three, Every Third Invoice Free" Promotion

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

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

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

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



\*\*Material formerly appearing on this page now appears on Original Page 28.1.1\*\*

Issued: December 20, 2002

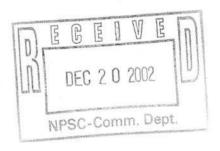
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William P. Wright

Executive Director, Corporate and Regulatory Affairs

5.2	20% Credit Every 6 Months	(M)
	Company will offer the following to new business customers and existing business customers who qualify as a "save" or "winback" customer whose service plan calculates charges by Total Call Units (TCUs):	
	☐ To receive the benefits, eligible customers must call a Company Customer Care Representative.	ļ
	Eligible customers will accrue a 20 percent credit on intrastate usage for direct Dial "1" and toll free calls, equal to the customer's charges during the preceding 5-month's usage, to be applied to the customer's 6-month invoice. The 20 percent credit will be applied to the customer's account once every 6 months so long as the subscriber remains a Company customer during each 6-month period, or they will forfeit all benefits.	
	Credits will not apply to calls made to Directory Assistance, taxes, access fees, or other fees and assessments, and may not be combined with any other credits, promotions, or offers except promotional debit cards, referral credits, and the free minutes offers.	İ
	☐ Customers will not receive credit if the customer has a 60-day outstanding balance of \$50 or greater.	İ
5.3 - 5.4	Reserved For Future Use	(M)



\*\*Material appearing on this page formerly appeared on Third Revised Page 28.1\*\*

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

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## 5.5 Advantage Card Service (ACS)

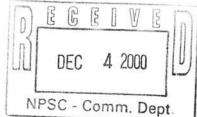
Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 5.5.1 following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS Customer's non-calling card calling beginning with Customer's 2nd invoice following Customer commencement of service as an ACS Customer ("Total Calling Advantage").

## 5.5.1 Eligibility

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

#### 5.5.2 Limitations and Disclaimers

- A. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
- B. The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.
- C. ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in E following.
- D. Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).
- E. Subject to and in accordance with the provisions of Section 3.5 preceding and the eligibility requirements of 5.5.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required 5.5.1 preceding.



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

## 5.5 Advantage Card Service (ACS) (Cont'd)

### 5.5.2 Limitations and Disclaimers (Cont'd)

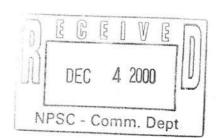
F. An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

#### 5.5.3 Reinstatement

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

#### 5.5.4 Rates

The rates set forth in Section 4.29 preceding apply to ACS service.



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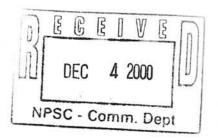
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## 5.6 Customer Advantage Plans ("CAPs")

#### 5.6.1 General Terms and Conditions

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

- A. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
- B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.



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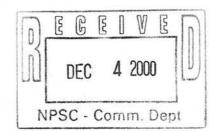
## SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, and TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

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### 5.6 Customer Advantage Plans (Cont'd)

#### 5.6.1 General Terms and Conditions (Cont'd)

- C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.
- D. CAPs are available for all published rates.
- E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 5.
- F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
- G. To receive the Invoice Free CAPs pursuant to 5.6.2 through and including 5.6.6 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility except as otherwise provided following.



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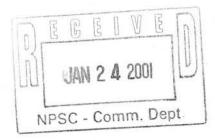
## SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, and TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

### 5.6 Customer Advantage Plans (Cont'd)

#### 5.6.2 Customer 6th and 12th Invoice Advantage Plan

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

- For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice and second, for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- 5.6.2.2 Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:
  - have initiated service;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
  - have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
  - have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
  - have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
  - pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under 5.6.2.1, preceding.



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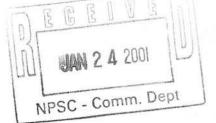
## SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, and TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

#### 5.6 Customer Advantage Plans (Cont'd)

## 5.6.3 Customer 6th, 10th, and 14th Invoice Advantage Plan

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

- 5.6.3.1 For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice, second, for the consecutive nine-month period preceding Customer's 10th invoice, and third, for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- 5.6.3.2 Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:
  - have initiated service;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
  - have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9, and 13 months) of service;
  - have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
  - have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
  - pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under 5.6.3.1, preceding.



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- 5.6 Customer Advantage Plans (Cont'd)
  - 5.6.4 Customer "Thanks for Taking the Time" Advantage Plans
    - 5.6.4.1 "Thanks for Taking the Time" 1 ("TTT-1") Advantage Plan

On and after June 22, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-1") service promotion.

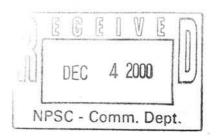
5.6.4.1.1 Card Denominations. Under this promotion, Company's debit card is available in \$25, \$50, and \$150 denominations based on the end user's monthly volume of usage.

<u>Denomination</u>	Monthly Usage Volume
\$25.00	0 - \$49.99
\$50.00	\$50.00 - \$149.99
\$150.00	\$150.00 - \$249.99

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

Minimum Call	Incremental Call
Unit Value	Unit Value
@ 60 seconds	@ 60 seconds
or Fraction	or Fraction
\$0.224	\$0.224

5.6.4.1.3 Availability. Company's TTT-1 service promotion is available on and after June 22, 2000 until December 22, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.



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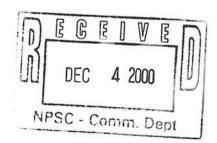
Issued By:

Glenn T. Stockton, II

Chief Counsel, Tariff and Regulatory Affairs

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- 5.6 Customer Advantage Plans (Cont'd)
  - 5.6.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)
    - 5.6.4.1 "Thanks for Taking the Time" 1 ("TTT-1") Advantage Plan (Cont'd)
      - 5.6.4.1.4 Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT-1 Card prior to the sunset date or Company's discretionary withdrawal of the TTT-1 Card promotion shall receive service until its TTT-1 Card calling capacity is exhausted by use or specified usage deadline. Each TTT-1 Card expires one (1) year from date of activation.



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

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- 5.6 Customer Advantage Plans (Cont'd)
  - 5.6.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)
    - 5.6.4.2 "Thanks for Taking the Time" 2 ("TTT-2") Advantage

On and after June 22, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" service promotion.

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

<u>Denomination</u> <u>Monthly Usage Volume</u>

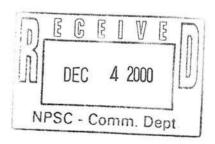
\$250.00 \$250.00+

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

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

\$0.224 \$0.224

5.6.4.2.3 Availability. Company's TTT service promotion is available on and after June 22, 2000 until December 22, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.



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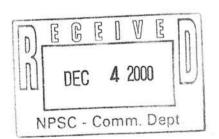
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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, and TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

- 5.6 Customer Advantage Plans (Cont'd)
  - 5.6.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)
    - 5.6.4.2 "Thanks for Taking the Time" 2 ("TTT-2") Advantage Plan (Cont'd)
      - **5.6.4.2.4** Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT Card prior to the sunset date or Company's discretionary withdrawal of the TTT Card promotion shall receive service until its TTT Card calling capacity is exhausted by use or specified usage deadline. Each TTT Card expires one (1) year from date of activation.
      - **5.6.4.2.5** Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in Section 5.6.4.2.1 preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services.



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

### 5.6 Customer Advantage Plans (Cont'd)

#### 5.6.5 Customer S&W Prepaid Advantage Plan

On and after June 22, 2000, any customer which qualifies as a "save" or "winback" customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the "saved" or "wonback" Customer's immediately preceding full month's (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis.

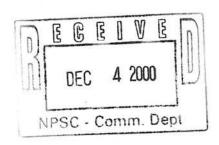
	Table	
Customer's Prior Month's Non-Calling Card Charges*	2.5 Factor	S&W Calling Card Denomination(s)
\$ 50.00	x 2.5	\$125.00
75.00	x 2.5	187.50
90.00	x 2.5	225.00
100.00	x 2.5	250.00
150.00	x 2.5	250.00 + 125.00
250.00	Maximum	250.00 + 250.00 + 125.00

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

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

Minimum Call Unit	Incremental Call Unit
@ 60 seconds or Fraction	@ 60 seconds or Fraction
\$0.224	\$0.224

5.6.5.2 Availability. Company's S&W Card service promotion is available on and after June 22, 2000 until December 22, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.



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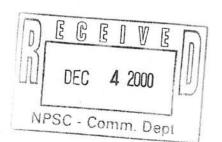
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## 5.6 Customer Advantage Plans (Cont'd)

### 5.6.5 Customer S&W Prepaid Advantage Plan (Cont'd)

- 5.6.5.3 Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any Customer which has received an S&W Card prior to the sunset date or Company's discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline).
- 5.6.5.4 Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section 5.6.5.1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services.



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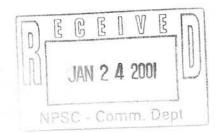
## SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, and TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

## 5.6 Customer Advantage Plans (Cont'd)

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

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

5.6.6.1 For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice; for the consecutive eight-month period preceding Customer's 9th invoice; for the consecutive twelvemonth period preceding Customer's 13th invoice; for the consecutive eighteen-month period preceding Customer's 19th invoice; for the consecutive twentyone-month period preceding Customer's 22nd invoice; and sixth, for the consecutive twenty-five month period preceding Customer's 26th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

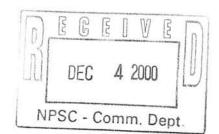


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- 5.6 Customer Advantage Plans (Cont'd)
  - 5.6.6 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)
    - 5.6.6.2 Eligibility. To be eligible for the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonuses, each Customer must:
      - have initiated service;
      - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
      - have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than \$50.00;
      - have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
      - have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
      - pay all charges rendered in Customer's fifth and related eighth, twelfth, eighteenth, twentyfirst, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under 5.6.6.1, preceding.



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

### 5.6 Customer Advantage Plans (Cont'd)

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

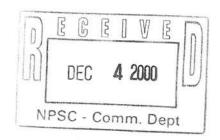
### 5.6.6.2 (Cont'd)

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

Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 5.6.6.1 preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

## 5.6.7 Save/Winback Off-Peak/Non-Business Day Adjustments

Customers whose rates are adjusted pursuant to 4.2.8 preceding and who then qualify as a "save" or "winback" customer are eligible to be rerated to the off-peak rate prior to any applicable adjustment made pursuant to 4.28.



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#### 5.7 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.

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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.

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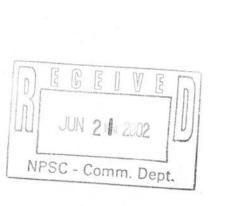
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Tariff Administrator 4380 Boulder Highway Las Vegas, NV 89121

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

## 5.7 Reserved for Future Use



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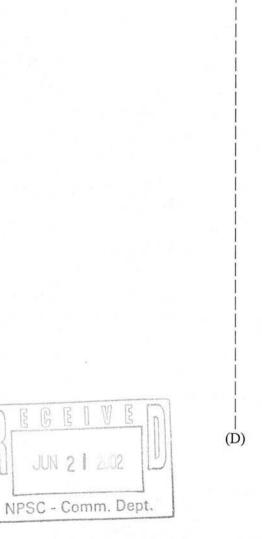
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# SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, and TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

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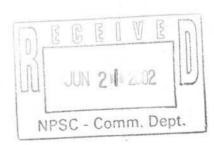
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## SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, and TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

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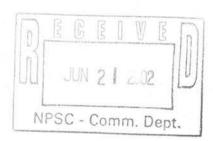
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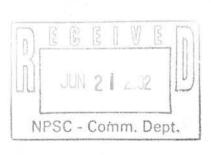
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# SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, and TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

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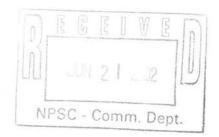
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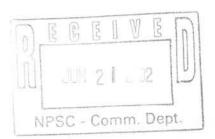
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# SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, and TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

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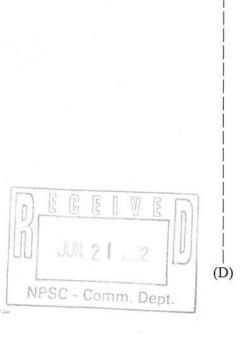
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# SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, and TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

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## 5.8 Non-Voice Communication

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

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Cancels First Revised Page 38.1

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

### 5.9 Save/Winback off-Peak/Non-Business Day Adjustments

Customers whose rates are adjusted pursuant to 5.7.2.G preceding and who then qualify as a "save" or "winback" customer are eligible to be rerated to the off-peak rate prior to any applicable adjustment made pursuant to 5.7.2.G preceding.

#### 5.10 1st and 3rd Invoice Credits

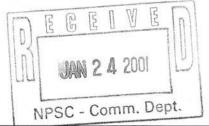
For new customers and those qualifying as save or winback customers, and who meet the eligibility requirements of Section 5.10.1 following, a credit equal to customer's monthly Total Call Unit charges in the first and third invoices (exclusive therefore of fees, taxes, surcharges, assessments or other non-TCU charges - "Qualifying Charges"). The credit will issue with the first and third invoices in the form of that number of pre-paid calling cards at a \$50.00 denomination that equals the total of the customer's Qualifying Charges for the first and third invoices. A customer's Qualifying Charges will be rounded up to that number of \$50.00 pre-paid cards that equals or exceeds the totals of Qualifying Charges in customer's first and third invoices. For example, if a customer's Qualifying Charges in the first invoice total \$125.00, three pre-paid \$50.00 calling cards (a total of \$150.00) would be provided and remain activated until fully decremented.

### 5.10.1 Eligibility

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

## 5.10.2 Terms

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



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- 5.11 Service Term Invoice Free Credit. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 5.11.2 shall receive the Service Term Invoice Free Credit.
  - 5.11.1 Credit. For the entire service term of each new customer or customer that qualifies as either a "save" or "winback" customer, a continuing periodic credit shall be given in the invoice following each consecutive five months of uninterrupted service ("credit invoice") equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for five months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
  - 5.11.2 Eligibility. To be eligible for the Service Term Invoice Free Credit, each customer must:
    - A. Have initiated service under a Freedom Plan for Business Users Plan;
    - B. Have current usage which exceeds the established minimum monthly usage levels for the applicable Freedom Plan for Business Users Plan;
    - C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
    - D. Have received five months of consecutive and uninterrupted service preceding each credit invoice;
    - E. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and,

F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 5.11.1, preceding.

Effective: NTWLy 9,012001Dept

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Issued: June 28, 2001

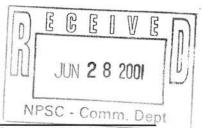
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Glenn T. Stockton, II

Chief Counsel, Tariff and Regulatory Affairs

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

- 5.12 Service Term Invoice Free Credit II. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 5.12.2 shall receive the Service Term Invoice Free Credit II.
  - 5.12.1 Credit. For the entire service term of each new customer or customer that qualifies as either a "save" or "winback" customer, a continuing periodic credit shall be given in the invoice following each consecutive three months of uninterrupted service ("credit invoice") equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for three months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
  - 5.12.2 Eligibility. To be eligible for the Service Term Invoice Free Credit II, each customer must:
    - A. Have initiated service under a Freedom Plan for Business Users Plan;
    - B. Have current usage which exceeds the established minimum monthly usage levels for the applicable Freedom Plan for Business Users Plan,
    - C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
    - D. Have received three months of consecutive and uninterrupted service preceding each credit invoice;
    - E. Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,



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

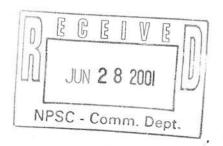
### 5.13 Cross Over Special Service Offers

### 5.13.1 Cross Over Credit (COC)

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

### B. Limitations and Disclaimers

- The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
- If earned, as specified in Section 5.12.1.A preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.
- This credit is not available with Company's offering set forth in Section 5.13.2 following.
- The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).
- A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.



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

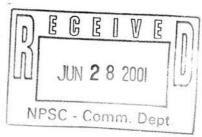
### 5.13 Cross Over Special Service Offers (Cont'd)

### 5.13.2 Cross Over Century Card (COCC)

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

#### B. Limitations and Disclaimers

- This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
- The COCC card will be issued following Customer's commencement of service.
- This offer is not available with Company's 5% credit offer set forth in Section 5.13.1 preceding.
- The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.
- Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.



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

#### 5.12 Cross Over Special Service Offers (Cont'd)

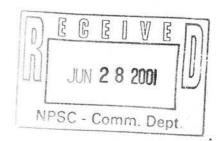
#### 5.12.2 Cross Over Century Card (COCC) (Cont'd)

#### B. (Cont'd)

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

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

- COCC calls must originate and terminate from locations in the state from areas served with equal access. COCC calls are rated at \$0.75 per minute of use and are distance, day-of-week, and time-of-day insensitive. Non-transport charges do not apply.
- If at any time prior to the completion of its use period, any of customer's services is terminated for cause, for any service customer in its discretion terminates, or should customer fail at any time to comply with the conditions of this Section, at the time of termination or failure of compliance, the unused value of the COCC card shall be cancelled immediately by Company.



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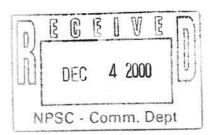
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SECTION 6

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6.1 RESERVED FOR FUTURE USE



ISSUED: December 4, 2000

EFFECTIVE: December 13, 2000

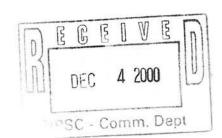
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ISSUED: December 4, 2000 EFFECTIVE: December 13, 2000

Issued By: Glenn T. Stockton, II

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8.1 RESERVED FOR FUTURE USE



ISSUED: December 4, 2000 EFFECTIVE: December 13, 2000

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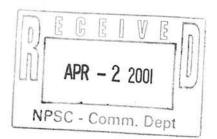
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# RESERVED FOR FUTURE USE

All Material Formerly Appearing on Pages 41 Through 56 Now Appear in

011 COMMUNICATIONS Nebraska Tariff No. 1



EFFECTIVE: April 17, 2001

ISSUED: April 3, 2001

Issued By: Glenn T. Stockton, II

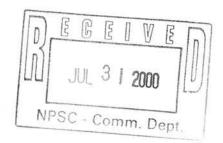
Chief Counsel, Tariff and Regulatory Affairs

#### SECTION 9 - 011 COMMUNICATIONS SERVICES-DESCRIPTION (Cont'd)

- 9.1 011 Communications Service (Cont'd)
  - 9.1.3 Usage Sensitive Charges (Cont'd)
    - 9.1.3.2 For calling card calls, the rates are:

First Each Add'l
60 Secs. 60 Secs.
or Fraction or Fraction
\$0.224 \$0.224

- 9.2 Limitations and Disclaimers.
  - 9.2.1 No Promotional Tie-ins. Except for the credits and/or other special offers provided pursuant to Section 9.4, following, 011 Communications Service is not available to any customer whose service is being provided pursuant to one or more promotional offerings tariffed herein.
  - 9.2.2 Discontinuance. 011 Communications Service 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.



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Issued: July 31, 2000 Effective: August 10, 2000

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#### 9.3 Miscellaneous Charges

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#### 9.3.1 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: \$0.95

# 9.3.2 Remote Access Surcharge

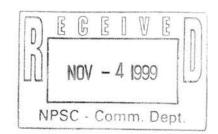
A surcharge applies to all calls originated at payphones using a service access code.

Per Call: \$0.35

# 9.3.3 Calling Card Call Set-Up Charge

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

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

#### SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN (Cont'd)

#### 9.3 Miscellaneous Charges (Cont'd)

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#### 9.3.4 Monthly Service Fee.

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

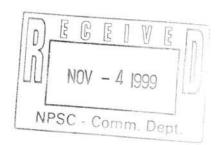
\$2.95/Month/Main BTN

#### 9.3.5 Monthly Minimum Charge.

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

#### \$20.00/Month

Customer shall be billed the difference between actual charges incurred and the monthly minimum charge specified herein, the "shortfall charge." Example, if a customer's actual charges are \$12.34, a shortfall charge of \$7.66 will appear on the invoice.

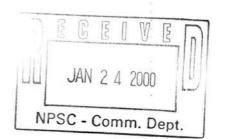


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9.3 Miscellaneous Charges (Cont'd)

9.3.6 Reserved For Future Use.



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# SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN (Cont'd)

#### 9.3 Miscellaneous Charges (Cont'd)

#### 9.3.7 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

Tariffed Rates

1+ and toll free access services

("MAC threshold").

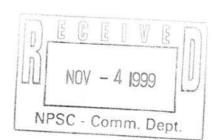
MAC Adjusted Rates

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 9.3.7.1 and 9.3.7.2 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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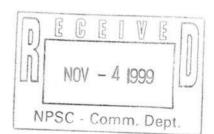
# SECTION 9 - 011 COMMUNICATIONSSM SERVICE PLAN (Cont'd)

### 9.3 Miscellaneous Charges (Cont'd)

#### 9.3.7 Minimum Account Charges ("MACs") (Cont'd)

#### 9.3.7.1 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.



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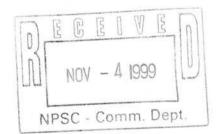
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#### 9.3 Miscellaneous Charges (Cont'd)

#### 9.3.7 Minimum Account Charges ("MACs") (Cont'd)

### 9.3.7.2 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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4380 Boulder Highway Las Vegas, NV 89121 (M)

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#### 9.3 Miscellaneous Charges (Cont'd)

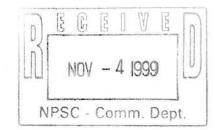
#### 9.3.8 Mid-Level Account Charges ("MACII")

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 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 9.3.8.1 or 9.3.8.2 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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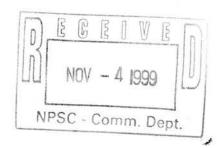
# SECTION 9 - 011 COMMUNICATIONSSM SERVICE PLAN (Cont'd)

#### 9.3 Miscellaneous Charges (Cont'd)

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

#### 9.3.8.1 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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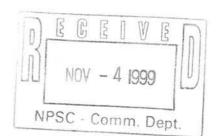
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### 9.3 Miscellaneous Charges (Cont'd)

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

#### 9.3.8.2 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.



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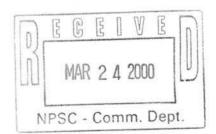
# SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN (Cont'd)

### 9.3 Miscellaneous Charges (Cont'd)

#### 9.3.9 Universal Service Fund Assessment

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

- \* Total Monthly Intrastate Charges per Invoice multiplied by 6.95%
- \* This percentage applies for the period from July 1, 1999 through June 30, 2000 and is subject to change pursuant to Commission order.



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#### 9.4 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 011 Communications by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CLP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Loyalty Plan offerings featuring the specified rates for each Plan are available for eligible Customers taking outbound and inbound equal access switched services of 011 Communications originated from and terminated to locations within this state whenever or 011 Communications determines that but for the availability of these rates, 011 Communications will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback").

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

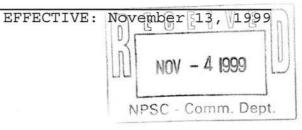
- 9.4.1 CLPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
- 9.4.2 A Customer or potential Customer which is similarly situated may request service 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.
- 9.4.3 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.
- 9.4.4 CLPs are available for all published rates.
- 9.4.5 Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by 011 Communications, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this section 9.4.

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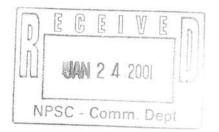
#### Customer Loyalty Plans (Cont'd) 9.4

9.4.6 All of the conditions set forth in sections 9.4.1 through and including this section 9.4.6 must exist in order to qualify for the following Customer Loyalty Plans. 011 Communications shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with 011 Communications. Additional terms and/or conditions, such as term or volume commitments may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by 011 Communications prior to institution of the first billing for services under the applicable Customer Loyalty Plans.

#### 9.4.7 Customer Loyalty Plans I and II

9.4.7.1.1

- 9.4.7.1 Customer Loyalty Plan I. 011 Communication's Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 9.4.7.1.2 will receive a credit on their 13th invoice as provided following.
  - For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the (C) average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the (T) preceding consecutive twelve-month period; or (ii) a credit which equals the eligible charges (N) on the invoice in which the credit is applied. (N)
  - 9.4.7.1.2 Eligibility. To be eligible for the 13th invoice free bonus, each Customer must:
    - have initiated service under 011 Communications; A.
    - B. have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
    - have received twelve consecutive and C. uninterrupted invoices over the preceding twelve-month period;
    - have selected the 13th invoice free bonus D. incentive prior to the first day in the period of service covered by Customer's thirteenth invoice; and



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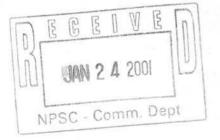
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- 9.4 Customer Loyalty Plans (Cont'd)
  - 9.4.7 Customer Loyalty Plans I and II (Cont'd)
    - 9.4.7.1 Customer Loyalty Plan I (Cont'd)
      - E. pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under 9.4.7.1.1, preceding.
    - 9.4.7.2 Customer Loyalty Plan II. 011 Communications Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 9.4.7.2.2 will receive a credit on their 9th invoice as provided following.
      - 9.4.7.2.1 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.
- (C)
- (T) (N)

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- 9.4.7.2.2 Eligibility. To be eligible for the 9th invoice free bonus, each Customer must:
  - A. have initiated service under 011 Communications;
  - 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 eightmonth 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 9.4.7.2.1, preceding.



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#### 9.4 Customer Loyalty Plans (Cont'd)

#### 9.4.8 Billing Option.

Where Company determines that in order to save or winback a customer otherwise qualifying for Company's 011 Communications Service and its associated Customer Loyalty Plans, Company may base its rates on a minimum call duration having a different value instead of the standard minimum call duration set forth in sections 9.1.3.1 and 9.1.3.2 preceding. Additional terms and/or conditions, such as term and/or volume commitments may apply. In such event, such terms and/or conditions shall be tariffed by Company prior to institution of the first billing for services under the non-standard billing increments as provided herein.

#### 9.4.9 Rate Guarantee

A Customer's rates for Company's 011 Communications Service as tariffed herein shall not be subject to any increase for that Customer's first nine (9) invoices. This guarantee is only available to Customers who complete nine consecutive months of 011 Communications service following Customer's commencement of 011 Communications service. Customers whose monthly billing fails to meet the MAC Threshold set forth in section 9.3.7 preceding will however be subject to the shortfall charges as provided therein.

#### 9.4.10 Qualified Minimum Monthly Advantage (QMMA)

When Company determines that in order to save or winback a customer otherwise qualifying for Company's 011 Communications, at customer's option, Company will reduce the Monthly Minimum Usage to \$10.00 per month. Any customer saved or wonback pursuant to this QMMA remains eligible for the Advantage Card Service provided by 9.5 following, but cannot qualify for Advantage Card Service II provided by 9.6 following.

#### 9.4.11 The 8/14-50 Service Credit.

Each 011 Communications Customer meeting the eligibility requirements set forth in 9.4.10.2 following, shall receive a 8/14-50 Service Credit calculated in accordance with the following provisions.

### 9.4.11.1 The 8/14-50 Credit Calculation.

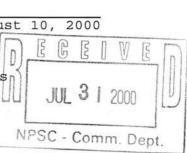
Upon completion of a customer's first seven and then its first thirteen months of consecutive uninterrupted service, credits shall be calculated equal to fifty percent (50%) of the averages of the Customer's monthly usage (excluding fees, taxes, surcharges, assessments, and similar charges). The credit appearing in the customer's eighth invoice shall be calculated at 50% of the average of charges billed in the second through seventh invoices and the credit appearing in the customer's fourteenth invoice shall be calculated at 50% of the average of charges billed in the second through thirteenth invoices.

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#### 9.4 Customer Loyalty Plans (Cont'd)

#### 9.4.11.2 Eligibility.

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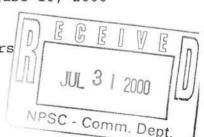
To be eligible for the 8/14-50 Service Credit each Customer must: have initiated service at least 7 months prior to the first day in the period of service covered by Customer's 8th invoice; continue its service through at least 13 months prior to the first day in the period of service covered by Customer's 14th invoice; have no record of nonpayment in any of the preceding consecutive twelve month period of service; have received consecutive and uninterrupted invoices over the preceding seven and thirteen month periods; have selected this credit prior to the first day in the period of service covered by Customer's eighth invoice; pay all charges rendered in Customer's eighth and fourteenth invoices in excess of the amount of the applicable credit as calculated under 9.4.10.1 preceding.

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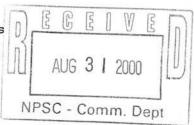
#### 9.4 Customer Loyalty Plans (Cont'd)

- 9.4.12 Credit Series for 5th, 11th, 17th, and 23rd Invoices. (T)
  - 9.4.12.1 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 23rd invoices. (C) 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, (C) 18th, and 24th invoices. (C)
  - 9.4.12.2 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 (C) 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 10th invoice; and fourth, for the consecutive 25-month (C) period preceding Customer's 24th invoice. Subject to 9.4.12.3 following, credits are calculated based on the total of all qualifying service charges incurred for the first period of service through and including the last service month in the applicable credit series.
  - 9.4.12.3 Eligibility. To be eligible for credits, each Customer must: have completed the months of service needed to qualify for the applicable credit in the (C) series of service periods, e.g., 5 months for the first credit issued in the 6th invoice; 11 months for (C) the second credit issued in the 12th invoice and so on; have current usage which exceeds the established minimum monthly usage levels for the applicable service as set forth in 9.3.5 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 23 (C) additional consecutive and uninterrupted invoices (C) 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 (C) Customer's fifth invoice; and pay all charges rendered in Customer's sixth and related twelfth, eighteenth (C) and twenty-fourth invoices in excess of the amount of the applicable credit as calculated under 9.4.12.2, preceding.

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- 9.4 Customer Loyalty Plans (Cont'd)
  - 9.4.12 Credit Series for 5th, 11th, 17th, and 23rd Invoices (Cont'd)
    - 9.4.12.3 Eligibility (Cont'd.). To confirm eligibility and to activate the credit series offer, Customer must initiate contact with Company's Customer Care on any day in the final month of service covered by Customer's qualifying series of invoices, but no later than the next to last day in the final month for the applicable series. A Customer who meets and continues to meet all other Eligibility requirements except that it does not initiate contact with Customer Care to activate the promotion until a date subsequent to the last day in the final month of service covered by Customer's qualifying series of invoices, will still be entitled to 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.

Example: A Customer who meets all other eligibility requirements, except that it does not initiate the required contact with Customer Care prior to the last day in the final month of service covered by Customer's qualifying series of invoices, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 9.4.12.2, preceding, for the 11th, 17th, and 23rd invoices; but will not retroactively receive the 5th invoice credit to which it would otherwise have been entitled.

9.4.12.4 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 Peroid of each month that Credit is given.







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Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway Las Vegas, NV 89121 SECTION 9 - 011 COMMUNICATIONS SERVICES PLAN DESCRIPTION AND RATES (Cont'd)

#### 9.5 Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 9.5.1 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, othewise 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").

#### 9.5.1 Eligibility

Company's Advantage Card Service (ACS) becomes available once an 011 Communications Customer has completed a minimum of 30 consecutive days of "on-line" services offered by Company (that is, any stand-alone or combination of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause). Customers choosing the Qualified Minimum Monthly Advantage under 9.4.10 preceding are not eligible for ACS II.

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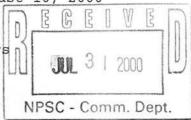
#### 9.5.2 Limitations and Disclaimers - General

- 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 9.5 preceding, the ACS Fixed Advantage Calling will be reflected in Customer's first or second through seventh invoices following commencement of ACS service and the ACS Bonus Advantage Calling will be reflected in Customer's eighth invoice following commencement of ACS service.
- C. ACS Calling Advantages are not available with any other promotional offering or any "save/winback" program offered by Company except as provided in E following.
- D. Each month's ACS Fixed Advantage Calling is noncumulative (cannot be carried over to any following month or otherwise accumulated).

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

#### 9.5 Advantage Card Service (ACS) (Cont'd)

#### 9.5.2 Limitations and Disclaimers - General (Cont'd)

- E. Subject to and in accordance with the provisions of Sections 9.4 and 9.4.6 preceding, and the eligibility requirements of 9.5.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by 9.5.1 preceding.
- F. An ACS Customer must complete a minimum service term of seven (7) invoices with no delinquencies and no bill cycle interruptions in order for its eighth invoice to reflect the applicable Bonus Advantage Calling.
- **G.** An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service prior to the completion of its minimum service term forfeits all unused credits.

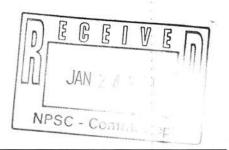
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#### 9.5.3 Limitations and Disclaimers - Shortfalls

The provisions of Section 9.3.5 preceding apply to the non-calling card charges of an ACS Customer, however, the application of the shortfall provisions of Section 9.3.5 will not reduce the Fixed Advantage earned for calling card calls and the Customer will be credited with any calling card usage in excess of the total Fixed Advantage available if earned.

Example 1: An ACS Customer is billed \$12 for 1+ calling in the month of May and makes \$18 worth of calling cards in the same month. The Customer will receive full credit in its June invoice for the \$18 of calling card calls and be assessed a shortfall of \$8 pursuant to the provisions of Section 9.3.5 preceding.



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

#### 9.5 Advantage Card Service (ACS) (Cont'd)

#### 9.5.3 Limitations and Disclaimers - Shortfalls (Cont'd)

Example 2: An ACS Customer is billed \$7 for 1+ calling in the month of October and makes \$26 worth of calling cards in the same month. The Customer will receive full credit (\$20) in its November invoice for the \$26 of calling card calls and will be credited with \$6 in excess of the calling card usage so that the shortfall assessed pursuant to the provisions of Section 9.3.5 preceding will be reduced to \$7 (\$20 minimum in 1+ usage per 9.3.5 - \$7 used = \$13 shortfall - \$6 in excess calling card usage = \$7 shortfall under 9.3.5 and this 9.5.3).

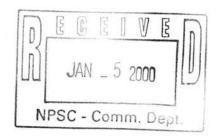
Example 3: An ACS Customer is billed \$9 for 1+ calling in the month of February and makes \$44 worth of calling cards in the same month. The Customer will receive full credit (\$20) in its March invoice for the \$44 of calling card calls and will not be assessed any shortfall under the provisions of section 9.3.5 preceding.

#### 9.5.4 Reinstatement

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

#### 9.5.5 Rates

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



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

#### 9.6 Advantage Card Service II (ACS II)

Advantage Card Service II (ACS II) is offered to existing and new customers meeting the eligibility requirements set forth in 9.6.1 following. Each ACS II Customer who maintains its eligibility is entitled to free calling card calling up to \$50.00 per month commencing with Customer's first invoice if the ACS Customer incurs ACS charges in the service period covered by the first invoice, otherwise in the second invoice ("Fixed Advantage Calling"). An additional allowance of free calling card calling is provided equal to 50% of the average monthly charges incurred for the ACS II Customer's non-calling card calling billed in the Customer's 2nd through 7th invoices following Customer commencement of service as an ACS II Customer ("Bonus Advantage Calling").

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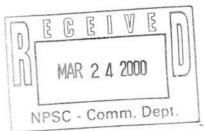
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# 9.6.1 Eligibility

Company's Advantage Card Service II (ACS II) becomes available once an 011 Communications Customer has completed a minimum of 30 consecutive days of "on-line" services offered by Company (that is, any stand-alone or combination of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause).

#### 9.6.2 Limitations and Disclaimers - General

- A. ACS II is offered only in conjunction with Company's interstate and international companion ACS II offerings as tariffed with the FCC.
- B. If earned as specified in 9.5 preceding, the ACS II Fixed Advantage Calling will be reflected in Customer's first or second and each subsequent invoice following commencement of ACS II service and the ACS II Bonus Advantage Calling will be reflected in Customer's eighth invoice following commencement of ACS II service.
- C. ACS II Calling Advantages are not available with any other promotional offering or any "save/winback" program offered by Company except as provided in E following.
- D. Each month's ACS II Fixed Advantage Calling is noncumulative (cannot be carried over to any following month or otherwise accumulated).



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

#### 9.6 Advantage Card Service II (ACS II) (Cont'd)

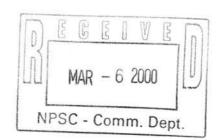
#### 9.6.2 Limitations and Disclaimers - General (Cont'd)

- E. Subject to and in accordance with the provisions of Sections 9.4 and 9.4.6 preceding, and the eligibility requirements of 9.6.1 preceding, ACS II service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS II service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by 9.6.1 preceding.
- F. An ACS II Customer must complete a minimum service term of seven (7) invoices with no delinquencies and no bill cycle interruptions in order for its eighth invoice to reflect the applicable Bonus Advantage Calling.
- G. An ACS II Customer whose service is terminated for cause or which voluntarily terminates Company's service prior to the completion of its minimum service term forfeits all unused credits.

### 9.6.3 Limitations and Disclaimers - Shortfalls

The provisions of Section 9.3.5 preceding apply to the non-calling card charges of an ACS II Customer, however, the application of the shortfall provisions of Section 9.3.5 will not reduce the Fixed Advantage earned for calling card calls and the Customer will be credited with any calling card usage in excess of the total Fixed Advantage available if earned.

Example 1: An ACS II Customer is billed \$12 for 1+ calling in the month of May and makes \$18 worth of calling cards in the same month. The Customer will receive full credit in its June invoice for the \$18 of calling card calls and be assessed a shortfall of \$8 pursuant to the provisions of Section 9.3.5 preceding.



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

#### 9.6 Advantage Card Service II (ACS II) (Cont'd)

### 9.6.3 Limitations and Disclaimers - Shortfalls (Cont'd)

Example 2: An ACS II Customer is billed \$7 for 1+ calling in the month of October and makes \$26 worth of calling cards in the same month. The Customer will receive full credit (\$20) in its November invoice for the \$26 of calling card calls and will be credited with \$6 in excess of the calling card usage so that the shortfall assessed pursuant to the provisions of Section 9.3.5 preceding will be reduced to \$7 (\$20 minimum in 1+ usage per 9.3.5 - \$7 used = \$13 shortfall - \$6 in excess calling card usage = \$7 shortfall under 9.3.5 and this 9.6.3).

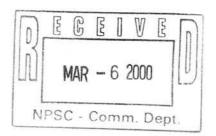
Example 3: An ACS II Customer is billed \$9 for 1+ calling in the month of February and makes \$44 worth of calling cards in the same month. The Customer will receive full credit (\$20) in its March invoice for the \$44 of calling card calls and will not be assessed any shortfall under the provisions of section 9.3.5 preceding.

#### 9.6.4 Reinstatement

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

### 9.6.5 Rates

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

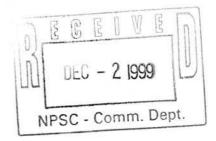


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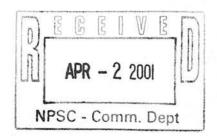
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### RESERVED FOR FUTURE USE

All Material Formerly Appearing on Pages 58 Through 70.13
Now Appear in
THE INTERNET BUSINESS ASSOCIATION SERVICES ("INETBA")
Nebraska Tariff No. 1



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Chief Counsel, Tariff and Regulatory Affairs

# SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES

#### 11.2 INETBA Companion Federal Rate Guarantee

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For a customer who maintains eligibility for and receives service under the INETBA Service, the usage rates for Peak/Business Day hours under this tariff for customers using Company's INETBA Service are guaranteed for the same number of invoices, i.e., 12 invoices for customers whose peak/business day interstate usage rates are \$0.069 to \$0.149 (6 invoices for any customer whose peak/business day interstate usage rate is \$0.059), as the number of invoices guaranteed under Company's INETBA Service for interstate calls as provided in Company's Tariff F.C.C. No. 4. Calling card services are not eligible for this rate guarantee. To qualify, the customer must contact the Company and have verified that

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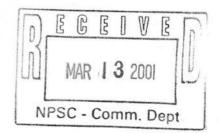
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the customer received a bona fide comparable competitive offer.

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# 11.3 INETBA Service Terms and Conditions

Each term and condition of this Section 11 and Company's Tariff F.C.C. No. 4, including specific eligibility provisions, apply and serve to qualify the availability and continuation of a customer's usage rate guarantee as set forth herein.



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SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

#### 11.4 INETBA Service Rates

Subject to 11.5.2, the following INETBA rate plans for interLATA and intraLATA service are offered. INETBA Rates are as follows:

#### 11.4.1 Classic O Rate Plan

The following rate is available to all customers whose minimum monthly intrastate usage is below \$5.00 at the following rates:

Minimum Call Unit Incremental Call Unit or Fraction or Fraction

Peak/Business Day \$0.0591 \$0.0197 (R)

Off-Peak/
Non-Business Day \$0.0591 \$0.0197 (R)

# 11.4.2 Classic 2 Rate Plan

Except as provided in Section 11.4.10.1, following, Classic 2 rates are provided to customers whose minimum monthly intrastate usage is over \$5.00 at the following rates:

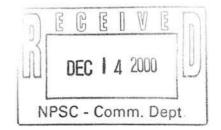
Minimum Call Unit
or Fraction

Peak/Business Day \$0.0747

Off-Peak/
Non-Business Day \$0.0747

Minimum Call Unit
or Fraction

\$0.0249



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# SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

#### 11.4 INETBA Service Rates (Cont'd)

#### 11.4.3 Classic 1 Rate Plan

Except as provided in Section 11.4.10.2, following, Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over \$10.00 at the following rates:

Minimum Call Unit Incremental Call Unit or Fraction or Fraction

Peak/Business Day \$0.0717 \$0.0239 (I)

Off-Peak/

Non-Business Day \$0.0717 \$0.0239 (I)

#### 11.4.4 Universal Rate Plan

Except as provided in Section 11.4.10.2, following, Universal rates are provided to customers whose minimum monthly intrastate usage is over \$15.00 at the following rates:

Minimum Call Unit Incremental Call Unit or Fraction or Fraction

Peak/Business Day \$0.0675 \$0.0225

Off-Peak/
Non-Business Day \$0.0675 \$0.0225

### 11.4.5 Prime 2 Rate Plan

Except as provided in Section 11.4.10.2, following, Prime 2 rates are provided to customers whose minimum monthly intrastate usage is over \$20.00 at the following rates:

Minimum Call Unit Incremental Call Unit or Fraction or Fraction

Peak/Business Day \$0.0537 \$0.0179

Off-Peak/ Non-Business Day \$0.0537

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4380 Boulder Highway Las Vegas, NV 89121 (N)

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# SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

### 11.4 INETBA Service Rates (Cont'd)

#### 11.4.6 Prime 1 Rate Plan

Except as provided in Section 11.4.10.2, following, Prime 1 rates are provided to customers whose minimum monthly intrastate usage is over \$25.00 at the following rates:

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

#### 11.4.7 Super 1 Rate Plan

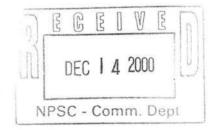
Except as provided in Section 11.4.10.2, following, Super 1 rates are provided to customers whose minimum monthly interstate usage is over \$30.00 at the following rates:

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	
Peak/Business Day	\$0.0477	\$0.0159	
Off-Peak/ Non-Business Day	\$0.0477	\$0.0159	(T)
			(T)

# 11.4.8 Super 2 Rate Plan

Except as provided in Section 11.4.10.2, Super 2 rates are provided to customers whose minimum monthly intrastate usage is over \$35.00 at the following rates: (R)

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



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# SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

#### 11.4 INETBA Service Rates (Cont'd)

11.4.9 Reserved For Future Use.

#### 11.4.10 Rate Plan Adjustments for Non-Calling Plan Customers

- 11.4.10.1 Subject to 11.8.8 following, the off-peak/non-business rates in 11.4.2 preceding for Classic 2 customers whose service is not part of an unexpired term, rate guarantee or similar plan, not subject to treatment procedures, and whose rates have not been changed in any of the three invoices preceding December 26, 2000, shall be rated at the Classic Q rates as set forth in 11.4.1 preceding.
- 11.4.10.2 The off-peak/non-business rates in 11.4.3
  through 11.4.9 preceding for customers in
  service on or before December 26, 2000, whose
  service is not part of an unexpired term, rate
  guarantee, or similar calling plan, not subject
  to treatment procedures, and whose rates have
  not changed during the three service periods
  preceding December 26, 2000, shall be rated
  pursuant to the Classic 2 peak rates as set
  forth in 11.4.2 preceding.

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#### 11.5 INETBA Service Rates for Calling Cards and Mobile Termination

11.5.1 Calling Card Rates. Rates for calling card calls are time of day sensitive.

	Minimum Call Unit	Incremental C	all Unit
	or Fraction	or Fraction	DEGEOVE
Peak/Business Day	\$0.0672	\$0.0224	DEC 1 4 2000
Off-Peak/	00 0000	0.00.00000	LIU DEC 1 4 2000
Non-Business Day	\$0.0603	\$0.0201	NPSC - Comm. Dept

#### 11.5.2 Rates for Calls Terminated to a Mobile Phone or Pager

From and after January 14, 2000, all calls terminated to a mobile phone or pager shall be charged the following rates:

Minimum Call Unit Incremental Call Unit or Fraction \$0.0777 \$0.0259

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SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

# 11.6 INETBA Service - Graduated Rate Categories

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

Table 1

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

11.6.1 Any Rate Category I-VI customer in service on or after December 26, 2000, whose service is not part of an unexpired term plan or rate guarantee and which is not subject to treatment procedures, and whose rates have not changed during the three service periods prior to December 26, 2000, shall have its rates adjusted two levels to the higher applicable Rate Category.

Any Rate Category VII customer in service on or after December 26, 2000, whose service is not part of an unexpired term plan or rate guarantee and which is not subject to treatment procedures, and whose rates have not changed during the three service periods prior to December 26, 2000, shall have its rates adjusted to the next higher applicable Rate Category.

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# SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

#### 11.7 INETBA Service Customer Loyalty Plans

#### 11.7.1 General Terms and Conditions

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

- A. CLPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
- B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CLP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CLP must demonstrate the existence of circumstances substantially and materially like those which justified the CLP as tariffed.

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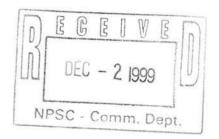
## SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES

(Cont'd)

## 11.7 INETBA Service Customer Loyalty Plans (Cont'd)

## 11.7.1 General Terms and Conditions (Cont'd)

- C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that Customer's circumstances.
- D. CLPs are available for all published rates.
- E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 11.
- F. All of the conditions set forth above must exist in order to qualify for the following Customer Loyalty Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Loyalty Plans.



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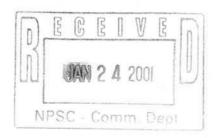
## SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

## 11.7 INETBA Service Customer Loyalty Plans (Cont'd)

## 11.7.2 Customer Loyalty Plan I

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

- 11.7.2.1 For each five invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive five-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- 11.7.2.2 Eligibility. To be eligible for the 6th invoice free bonus, each Customer must:
  - have initiated service under INETBA Service;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA Service;
  - have no record of nonpayment in any of the preceding consecutive five-month period of service;
  - have received five consecutive and uninterrupted invoices over the preceding five-month period;
  - have selected the 6th invoice free bonus incentive prior to the first day in the period of service covered by Customer's fifth invoice; and
  - pay all charges rendered in Customer's fifth invoice in excess of the amount of the applicable credit as calculated under 11.7.2.1 preceding.



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## SECTION 11 -THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

## 11.7 INETBA Service Customer Loyalty Plans (Cont'd)

## 11.7.3 Customer Loyalty Plan II

INETBA Service Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th invoice as provided following.

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

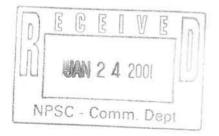
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## 11.7.3.2 Eligibility. To be eligible for the 9th invoice free bonus, each Customer must:

- have initiated service under the INETBA Service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA Service;
- have no record of nonpayment in any of the preceding consecutive eight-month period of service;
- have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
- have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by Customer's eighth invoice; and
- pay all charges rendered in Customer's eighth invoice in excess of the amount of the applicable credit as calculated under 11.7.3.1 preceding.



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## SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES

(Cont'd)

### 11.7 INETBA Service Customer Loyalty Plans (Cont'd)

### 11.7.4 Customer Loyalty Plan III

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

11.7.4.1 For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges 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.

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

- have initiated service under the INETBA Service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA Service;
- have no record of nonpayment in any of the preceding consecutive twelve-month period of service;

 have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;

 have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by Customer's twelfth invoice; and

• pay all charges rendered in Customer's twelfth invoice in excess of the amount of the applicable credit as calculated under 11.7.4.1, preceding.



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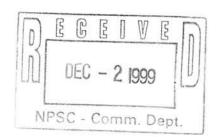
SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

## 11.7 INETBA Service Customer Loyalty Plans (Cont'd)

- 11.7.5 Loyalty Awards. Customers who qualify as either a "winback" or a "save" qualify to receive additional Loyalty Awards.
  - 11.7.5.1 "Welcome Back Invoice" Award. Each Customer who qualifies as either a "winback" or "save" shall receive its first invoice free, a "Welcome Back Invoice," that is, a credit equal to the charges for the first period of service (may be less than 30 days). The credit equal to the charges in the Welcome Back Invoice will appear in the invoice for the fourth billing cycle following the service period to which the Welcome Back Invoice applies.
  - 11.7.5.2 Free Minutes Bonus Incentive. Customers who qualify as either a "winback" or "save" shall be awarded 500 free minutes of either domestic United States interstate calling or intrastate calling, based on the lower of the two rates.

#### 11.7.6 Non-Voice Communications

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



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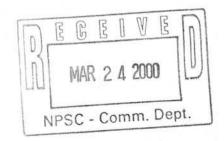
SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

### 11.8 Customer Advantage Plans ("CAPs")

#### 11.8.1 General Terms and Conditions

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

- A. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
- B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.



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## SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

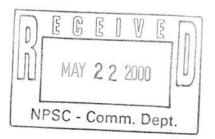
## 11.8 Customer Advantage Plans (Cont'd)

#### 11.8.1 General Terms and Conditions (Cont'd)

- C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.
- D. CAPs are available for all published rates.
- E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 11.
- F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
- G. To receive the Invoice Free CAPs pursuant to 11.8.2 through and including 11.8.6 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility except as otherwise provided following.

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## SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

#### 11.8 Customer Advantage Plans (Cont'd)

#### 11.8.2 Customer 6th and 12th Invoice Advantage Plan

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

- 11.8.2.1 For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice and second, for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii)a credit which equals the eligible charges on the invoice in which the credit is applied.
- 11.8.2.2 Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:
  - have initiated service;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
  - have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
  - have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
  - have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
  - pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under 11.8.2.1, preceding.

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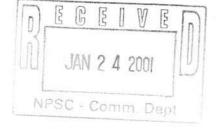
## SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

## 11.8 Customer Advantage Plans (Cont'd)

## 11.8.3 Customer 6th, 10th, and 14th Invoice Advantage Plan

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

- 11.8.3.1 For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice, for the consecutive nine-month period preceding Customer's 10th invoice, for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- 11.8.3.2 Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:
  - have initiated service;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
  - have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9, and 13 months) of service;
  - have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
  - have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
  - pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under 11.8.3.1, preceding.



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SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

#### 11.8 Customer Advantage Plans (Cont'd)

- 11.8.4 Customer "Thanks for Taking the Time" Advantage Plans
  - 11.8.4.1 "Thanks for Taking the Time" 1 ("TTT-1") Advantage

On and after June 22, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-1") service promotion.

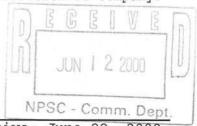
11.8.4.1.1 Card Denominations. Under this promotion, Company's debit card is available in \$25, \$50, and \$150 denominations based on the end user's monthly volume of usage.

<u>Denomination</u>	Monthly Usage Volume
\$25.00	0 - \$49.99
\$50.00	\$50.00 - \$149.99
\$150.00	\$150.00 - \$249.99

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

Minimum Call	Incremental Call
Unit Value	Unit Value
@ 60 seconds	@ 60 seconds
or Fraction	or Fraction
\$0.224	\$0.224

11.8.4.1.3 Availability. Company's TTT-1 service promotion is available on and after June 22, 2000 until December 22, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

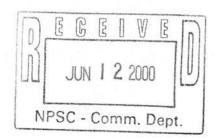


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Chief Counsel, Tariff and Regulatory Affairs

- \* ALL MATERIAL ON THIS PAGE IS NEW. \*
- SECTION 11 THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)
- 11.8 Customer Advantage Plans (Cont'd)
  - 11.8.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)
    - 11.8.4.1 "Thanks for Taking the Time" 1 ("TTT-1") Advantage Plan (Cont'd)
      - 11.8.4.1.4 Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT-1 Card prior to the sunset date or Company's discretionary withdrawal of the TTT-1 Card promotion shall receive service until its TTT-1 Card calling capacity is exhausted by use or specified usage deadline. Each TTT-1 Card expires one (1) year from date of activation.



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SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

### 11.8 Customer Advantage Plans (Cont'd)

- 11.8.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)
  - 11.8.4.2 "Thanks for Taking the Time" 2 ("TTT-2") Advantage (C)
    Plan

On and after June 22, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" service promotion.

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

<u>Denomination</u> <u>Monthly Usage Volume</u>

\$250.00 \$250.00+

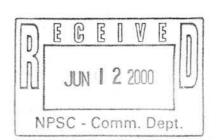
11.8.4.2.2 Rates. The rates for calls using the Company's TTT service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

Minimum Call Unit Value @ 60 seconds or Fraction

Incremental Call Unit Value @ 60 seconds or Fraction

\$0.224 \$0.224

11.8.4.2.3 Availability. Company's TTT service (C) promotion is available on and after June 22, 2000 (C) until December 22, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.



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SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

### 11.8 Customer Advantage Plans (Cont'd)

- 11.8.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)
  - 11.8.4.2 "Thanks for Taking the Time" 2 ("TTT-2") Advantage (C) Plan (Cont'd)
    - 11.8.4.2.4 Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT Card prior to the sunset date or Company's discretionary withdrawal of the TTT Card promotion shall receive service until its TTT Card calling capacity is exhausted by use or specified usage deadline. Each TTT Card expires one (1) year from date of activation.
    - 11.8.4.2.5 Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in Section 11.8.4.2.1 preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 11.8 preceding.



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## SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

## 11.8 Customer Advantage Plans (Cont'd)

### 11.8.5 Customer S&W Prepaid Advantage Plan

On and after June 22, 2000, any customer which qualifies as a "save" or "winback" customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the S&W debit card is based on the "saved" or "wonback" Customer's immediately preceding full month's (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis.

#### Table

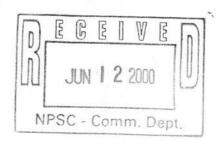
Customer's Prior Month's Non-Calling Card Charges*	2.5 Factor	S&W Calling Card Denomination(s)	(C)
\$ 50.00 75.00	x 2.5 x 2.5	\$125.00 187.50	
90.00	x 2.5	225.00	
100.00	x 2.5	250.00	
150.00	x 2.5	250.00 + 125.00	(C)
250.00	x 2.5	250.00 + 250.00 + 125.00	(C)

 $<sup>^{\</sup>ast}$  Sample levels only. Company reserves the right to round down the actual capacity of any S&W Card.

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

Minimum Call Unit	Incremental Call Unit
@ 60 seconds or Fraction	@ 60 seconds or Fraction
\$0.224	\$0.224

11.8.5.2 Availability. Company's S&W Card service promotion is available on and after June 22, 2000 until December (C) 22, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.



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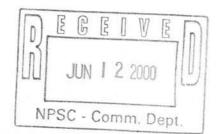
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SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

## 11.8 Customer Advantage Plans (Cont'd)

## 11.8.5 Customer S&W Prepaid Advantage Plan (Cont'd)

- 11.8.5.3 Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any Customer which has received an S&W Card prior to the sunset date or Company's discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline).
- 11.8.5.4 Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section 11.8.5.1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 11.8 preceding.



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## SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

## 11.8 Customer Advantage Plans (Cont'd)

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

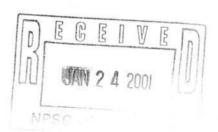
Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 9th, 13th, 19th, 22nd, and 26th invoices as provided following.

11.8.6.1 For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice; for the consecutive eight-month period preceding Customer's 9th invoice; for the consecutive twelve-month period preceding Customer's 13th invoice; for the consecutive eighteenmonth period preceding Customer's 19th invoice; for the consecutive twenty-one-month period preceding Customer's 22nd invoice; for the consecutive twentyfive month period preceding Customer's 26th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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## SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

### 11.8 Customer Advantage Plans (Cont'd)

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

- 11.8.6.2 Eligibility. To be eligible for the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonuses, each Customer must:
  - have initiated service;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
  - have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than \$50.00;
  - have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
  - have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
  - pay all charges rendered in Customer's fifth and related eighth, twelfth, eighteenth, twentyfirst, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under 11.8.6.1, preceding.



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## SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

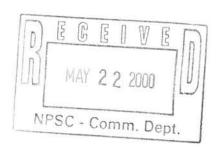
## 11.8 Customer Advantage Plans (Cont'd)

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

## 11.8.6.2 (Cont'd)

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

Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 11.8.6.1 preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.



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First Revised Page 70.12 Cancels Original Page 70.12

## SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

### 11.8 Customer Advantage Plans (Cont'd)

## 11.8.7 Customer "Welcome Aboard" Advantage Plan

For new Customers who meet the eligibility requirements of Section 11.8.1 preceding, the Company will waive the ECU rate component during Business Day hours only, and for 1+ and toll free access calls only, for the first and second invoices within the regular billing cycle. Company's standard tariff rate methodology applies from and after the third invoice.

## 11.8.8 Save/Winback Off-Peak/Non-Business Day Adjustments

Customers whose rates are adjusted pursuant to 11.4.10 preceding and who then qualify as a "save" or "winback" customer are eligible to be rerated to the off-peak rate prior to any applicable adjustment made pursuant to 11.4.10.

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## SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

- 11.9 Service Term Invoice Free Credit. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 11.9.2 shall receive the Service Term Invoice Free Credit.
  - 11.9.1 Credit. For the entire service term of each new customer or customer that qualifies as either a "save" or "winback" customer, a continuing periodic credit shall be given in the invoice following each consecutive five months of uninterrupted service ("credit invoice") equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for five months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
  - 11.9.2 Eligibility. To be eligible for the Service Term Invoice Free Credit, each customer must:
    - A. Have initiated service under an INETBA Service Plan;
    - B. Have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA Service Plan;
    - C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
    - D. Have received five months of consecutive and uninterrupted service preceding each credit invoice;
    - E. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the fifth month; and,
    - Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 11.9.1, preceding.

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## **SECTION 12**

## RESERVED FOR FUTURE USE

All Material Formerly Appearing on Pages 71 Through 93.1 Now Appear in

THE INTERNET BUSINESS ASSOCIATION SERVICES
INETBA "E" SERVICE
Nebraska Tariff No. 1

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## SECTION 12 - INETBA "E-Service" (Cont'd)

## 12.1 INETBA "E-Service" (Cont'd)

E. Termination charges apply to any combined tariffed and Internet Services customer canceling its tariffed telecommunications services during the first 12 months following its service commencement date.

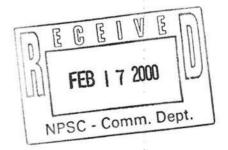
Termination Charges

Web Site Set Up

\$249.00

Domain Name Registration

\$ 70.00



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#### SECTION 12 - INETBA "E-Service" (Cont'd)

#### 12.1 INETBA "E-Service" (Cont'd)

- 12.1.1 All INETBA E-Service offerings (1+, toll free access and calling card) are billed in standard call duration increments featuring a Minimum Call Unit of 18 seconds and Incremental Call Units of 6 seconds which are rounded to the next highest full billing increment of 18 or 6 seconds as applicable.
- 12.1.2 To be eligible for INETBA E-Service, a customer must not have had its account with any carrier canceled for nonpayment of charges, must not have a history of late payment of charges at any time during the 12-month period preceding customer's service commencement date with Company, and must have originated and terminated usage within this state within the 30-day period preceding customer's service commencement date with Company.
- 12.1.3 INETBA E-Service Terms and Conditions

Each term and condition of this Section 12 and Company's Tariff F.C.C. No. 4, including specific eligibility provisions, apply and serve to qualify the availability and continuation of a customer's usage rate guarantee as set forth herein.

12.1.4 Companion Federal Rate Guarantee

For a customer who maintains eligibility for and receives service under the INETBA E-Service, the rates are guaranteed for the same number of invoices, i.e., 12 invoices for customers whose peak/business day interstate usage rates are \$0.069 to \$0.149 (6 invoices for any customer whose peak/business day interstate usage rate is \$0.059), as the number of invoices guaranteed under Company's INETBA E-Service for interstate calls as provided in Company's Tariff F.C.C. No. 4. Calling card services are not eligible for this rate guarantee. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive offer.

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## SECTION 12 - INETBA "E-Service" (Cont'd)

#### 12.2 INETBA E-Service Rates

Subject to Section 12.2.16, the following INETBA rate plans for interLATA and intraLATA 1+ and toll free access service are offered. INETBA E- Rates are as follows:

## 12.2.1 Classic Q Rate Plan

The following rate is available to all customers whose minimum monthly intrastate usage is \$5.00 or (R) less at the following rates:

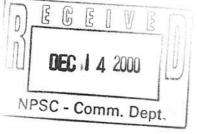
		Minimum Call Unit or Fraction	Incremental or Fraction	Unit	
Peak/Business Da Off-Peak/Non-	ıy	\$0.0591	\$0.0197		(R)
Business Da	ıy	\$0.0591	\$0.0197		(R)

#### 12.2.2 Classic 2 Rate Plan

Except as provided in Section 12.2.15.1, following Classic 2 rates are provided to customers whose minimum monthly intrastate usage is over \$5.00 at the following rates:

		Minimum Call Uni or Fraction	Incremental or Fraction	Call	Unit	
Peak/Business Off-Peak/Non-	Day	\$0.0747	\$0.0249			(I)
Business	Day	\$0.0747	\$0.0249			

## 12.2.3 Classic 1 Rate Plan



Except as provided in Section 12.2.15.2, Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over \$10.00 at the following rates:

Comm. Dept.	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	
Peak/Business Day Off-Peak/Non-	\$0.0717	\$0.0239	(I)
Business Day	\$0.0717	\$0.0239	(I)

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#### SECTION 12 - INETBA "E-Service" (Cont'd)

#### 12.2 INETBA E-Service Rates (Cont'd)

#### 12.2.4 Universal Rate Plan

Except as provided in Section 12.2.15.2, Universal Rate Plan rates are provided to customers whose minimum monthly intrastate usage is over \$15.00 at the following

> Minimum Call Unit Incremental Call Unit

or Fraction or Fraction

Peak/Business Day \$0.0675 \$0.0225

Off-Peak/Non-(I) \$0.0675 \$0.0225 Business Day

#### 12.2.5 Prime 2 Rate Plan

Except as provided in Section 12.2.15.2, Prime 2 Rate Plan rates are provided to customers whose minimum monthly intrastate usage is over \$20.00 at the following

Minimum Call Unit Incremental Call Unit

or Fraction or Fraction Peak/Business Day \$0.0537 \$0.0179 Off-Peak/Non-

> Business Day \$0.0537 \$0.0179

#### 12.2.6 Prime 1 Rate Plan

Except as provided in Section 12.2.15.2, Prime 1 Rate Plan rates are provided to customers whose minimum monthly intrastate usage is over \$25.00 at the following

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

Business Day \$0.0507 \$0.0169

#### 12.2.7 Super 1 Rate Plan

Except as provided in Section 12.2.15.2, Super 1 Rates are provided to customers whose minimum monthly intrastate usage is over \$30.00 at the following rates.

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

Business Day \$0.0477 \$0.0159

#### 12.2.8 Super 2 Rate Plan

(T) Except as provided in Section 12.2.15.2, Super 2 Rates are provided to customers

whose minimum monthly intrastate usage is over \$35.00 at the following rates. (R)

Incremental Call Unit

Minimum Call Unit or Fraction or Fraction

Peak/Business Day \$0.0447 \$0.0149 Off-Peak/Non-

> Business Day \$0.0447 \$0.0149

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## SECTION 12 - INETBA "E-Service" (Cont'd)

## 12.2 INETBA E-Service Rates (Cont'd)

## 12.2.9 to 12.2.14 Reserved for Future Use

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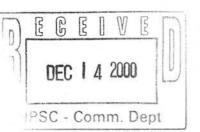
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# 12.2.15 Rate Plan Adjustments for Non-Calling Plan Customers

- 12.2.15.1 Subject to 12.4.28 following, the offpeak/non-business rates in 12.2.2
  preceding for Classic 2 customers whose
  service is not part of an unexpired
  term, rate guarantee or similar plan,
  not subject to treatment procedures, and
  whose rates have not been changed in any
  of the three invoices preceding December
  26, 2000, shall be rated at the Classic
  Q rates as set forth in 12.2.1
  preceding.
- 12.2.15.2 The off-peak/non-business rates in (T)12.2.3 through 12.2.8 preceding for customers in service on or before (C) December 26, 2000, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not changed during the four service periods prior to December (T) 26, 2000, shall be rated pursuant to the (C) Classic 2 peak rates as set forth in 12.2.2 preceding.

# 12.2.16 Rates for Calls Terminated to a Mobile Phone or Pager



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

Minimum Call Unit Incremental Call Unit or Fraction or Fraction

\$0.0259

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\$0.0777

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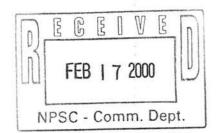
SECTION 12 - INETBA "E-Service" (Cont'd)

## 12.2 INETBA E-Service Rates (Cont'd)

## 12.2.17 INETBA E-Service Rates for Calling Cards

Rates for calling card calls are time of day sensitive.

Peak/Business Day Off-Peak/Non-	Minimum Call Unit or Fraction \$0.0672	Incremental Call Unit or Fraction \$0.0224
Business Day	\$0.0603	\$0.0201



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## SECTION 12 - INETBA "E-Service" (Cont'd)

## 12.3 INETBA E-Service - Graduated Rate Categories

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

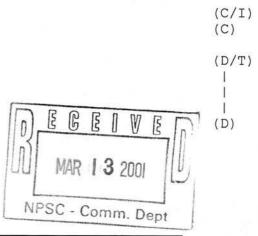
Table 1

Rate Plan	Rate Category
Classic Q	VIII
Classic 2	VII
Classic 1	VI
Universal	v
Prime 2	IV
Prime 1	III
Super 1	II
Super 2	I

Any Rate Category I-VII customer in service before December 31, 2000, whose service is not part of an unexpired term plan or rate guarantee and which is not subject to treatment procedures, and whose rates have not changed during the three invoice periods prior to April 1, 2001, shall have its rates adjusted one level higher.

(C)

### 12.3.2 Reserved For Future Use



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## SECTION 12 - INETBA "E-Service" (Cont'd)

#### 12.4 INETBA E-Service Customer Advantage Plans ("CAPs")

#### 12.4.1 General Terms and Conditions

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

- A. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
- B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.

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#### SECTION 12 - INETBA "E-Service" (Cont'd)

## 12.4 INETBA E-Service Customer Advantage Plans (Cont'd)

#### 12.4.1 General Terms and Conditions (Cont'd)

- C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.
- D. CAPs are available for all published rates.
- E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 12.
- F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
- G. To receive the Invoice Free CAPs pursuant to 12.4.2 through and including 12.4.7 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility.

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ISSUED: February 17, 2000 EFFECTIVE: February 28, 2000

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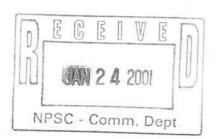
### SECTION 12 - INETBA "E-Service" (Cont'd)

## 12.4 INETBA E-Service Customer Advantage Plans (Cont'd)

## 12.4.2 Customer Advantage Plan I

INETBA E-Service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 13th invoice as provided following.

- 12.4.2.1 For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive 12-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- 12.4.2.2 Eligibility. To be eligible for the 13th invoice free bonus, each Customer must:
  - have initiated service under INETBA E-Service;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
  - have no record of nonpayment in any of the preceding consecutive 12-month period of service;
  - have received twelve consecutive and uninterrupted invoices over the preceding 12-month period;
  - have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by Customer's 12th invoice; and
  - pay all charges rendered in Customer's 12th invoice in excess of the amount of the applicable credit as calculated under 12.4.2.1 preceding.



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Chief Counsel, Tariff and Regulatory Affairs 4380 Boulder Highway

Las Vegas, NV 89121

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#### SECTION 12 - INETBA "E-Service" (Cont'd)

### 12.4 INETBA E-Service Customer Advantage Plans (Cont'd)

## 12.4.3 Customer Advantage Plan II

INETBA E-Service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th invoice as provided following.

- 12.4.3.1 For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- 12.4.3.2 Eligibility. To be eligible for the 9th invoice free bonus, each Customer must:
  - have initiated service under the INETBA E-Service;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
  - have no record of nonpayment in any of the preceding consecutive eight-month period of service;
  - have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
  - have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by Customer's eighth invoice; and
  - pay all charges rendered in Customer's eighth invoice in excess of the amount of the applicable credit as calculated under 12.4.3.1 preceding.



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

## SECTION 12 - INETBA "E-Service" (Cont'd)

### 12.4 INETBA E-Service Customer Advantage Plans (Cont'd)

#### 12.4.4 Customer Advantage Plan III

INETBA E-Service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th and 13th invoices as provided following.

- 12.4.4.1 For each eight and immediately succeeding four additional invoices of consecutive uninterrupted service (total of 12 consecutive invoices), a credit shall be calculated equal to the average of the Customer's monthly charges (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges), first, for the consecutive eight month period preceding Customer's 9th invoice and second, for the consecutive twelve-month period preceding Customer's 13th invoice.
- 12.4.4.2 Eligibility. To be eligible for the 9th and 13th invoice free bonuses, each Customer must:
  - have initiated service under the INETBA E-Service:
  - have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
  - have no record of nonpayment in any of the preceding consecutive month qualifying periods (8 and 12 months) of service;
  - have received first eight, then four additional consecutive and uninterrupted invoices over the preceding twelve-month period;
  - have selected the 9th and 13th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eighth invoice; and
  - pay all charges rendered in Customer's eighth and related twelfth invoice in excess of the amount of the applicable credits as calculated

under 12.4.4.1, preceding.

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#### SECTION 12 - INETBA "E-Service" (Cont'd)

#### 12.4 INETBA E-Service Customer Advantage Plans (Cont'd)

#### 12.4.5 Customer Advantage Plan IV

INETBA E-Service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th and 18th invoices as provided following.

- 12.4.5.1 For each eight and immediately succeeding nine additional invoices of consecutive uninterrupted service (total of 17 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive eight month period preceding Customer's 9th invoice and second, for the consecutive seventeen-month period preceding Customer's 18th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- 12.4.5.2 Eligibility. To be eligible for the 9th and 18th invoice free bonuses, each Customer must:
  - have initiated service under the INETBA E-Service;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
  - have no record of nonpayment in any of the preceding consecutive month qualifying periods (8 and 17 months) of service;
  - have received first eight, then nine additional consecutive and uninterrupted invoices over the preceding seventeen-month period;
  - have selected the 9th and 18th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eighth invoice; and
  - pay all charges rendered in Customer's eighth and related seventeenth invoice in excess of the amount of the applicable credits as calculated under 12.4.5.1, preceding.



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## SECTION 12 - INETBA "E-Service" (Cont'd)

## 12.4 INETBA E-Service Customer Advantage Plans (Cont'd)

#### 12.4.6 Customer Advantage Plan V

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

- 12.4.6.1 For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) (C) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges (T) ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice and second, for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii) a credit which equals (N) the eligible charges on the invoice in which the credit is applied. (N)
- 12.4.6.2 Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:
  - have initiated service under the INETBA E-Service;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
  - have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
  - have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
  - have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
  - pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under 12.4.6.1, preceding.



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### SECTION 12 - INETBA "E-Service" (Cont'd)

### 12.4 INETBA E-Service Customer Advantage Plans (Cont'd)

## 12.4.7 Customer Advantage Plan VI

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

- 12.4.7.1 For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice, second, for the consecutive nine-month period preceding Customer's 10th invoice, and third, for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- 12.4.7.2 Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:
  - have initiated service under the INETBA E-Service;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
  - have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9 and 13 months) of service;
  - have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
  - have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
  - pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under 12.4.7.1, preceding.



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## SECTION 12 - INETBA "E-Service" (Cont'd)

## 12.4 INETBA E-Service Customer Advantage Plans (Cont'd)

# 12.4.8 INETBA E-Service Customer Advantage Plan VII - Advantage Card Service (ACS)

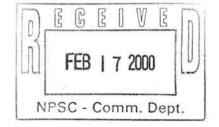
Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 12.4.8.1 following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS Customer's non-calling card calling beginning with Customer's 2nd invoice following Customer commencement of service as an ACS Customer ("Total Calling Advantage").

#### 12.4.8.1 Eligibility

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

#### 12.4.8.2 Limitations and Disclaimers

- A. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
- B. The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.
- C. ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in E following.
- D. Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).



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SECTION 12 - INETBA "E-Service" (Cont'd)

## 12.4 INETBA E-Service Customer Advantage Plans (Cont'd)

# 12.4.8 INETBA E-Service Customer Advantage Plan VII Advantage Card Service (ACS) (Cont'd)

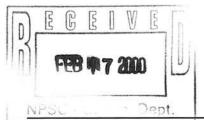
#### 12.4.8.2 Limitations and Disclaimers (Cont'd)

- E. Subject to and in accordance with the eligibility requirements of 12.4.8.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by 12.4.8.1 preceding.
- F. An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

#### 12.4.8.3 Reinstatement

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

## 12.4.8.4 Rates



The rates in Section 12.2.17 preceding apply to the INETBA E-Service ACS service.

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## SECTION 12 - INETBA "E-Service" (Cont'd)

## 12.4 INETBA E-Service Customer Advantage Plans (Cont'd)

## 12.4.9 Customer Advantage Plan VIII - Free Minutes

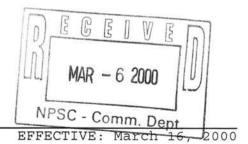
Customers who qualify as either a "winback" or "save" shall be awarded 500 free minutes of either domestic United States interstate calling or intrastate calling, based on the lower of the two rates.

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# 12.4.10 Customer Advantage Plan IX - Customer Referral Credit Program ("CRCP")

Company offers each existing Customer a single credit for each validated new customer referred to the Company by the existing Customer. The credit is applied to the existing Customer's charges incurred for services rendered under this tariff

12.4.10.1 Eligibility. To qualify for this credit, an existing customer must supply Carrier with a new customer's proprietary network information ("CPNI") and either an (1) order for service sufficient to qualify as a valid written Letter of Agency ("LOA"); or (2) the name of the new customer's authorized representative to be contacted by Company's sales and marketing personnel within 90 days of Company's receipt of the designation of the authorized representative by the existing Customer. A new customer or its designated authorized representative must request service commencement within 30 days of the date of the written LOA or 30 days of the date Company's sales and marketing personnel contact with the new customer or its authorized representative.

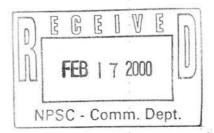


ISSUED: March 6, 2000

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SECTION 12 - INETBA "E-Service" (Cont'd)

- 12.4 INETBA E-Service Customer Advantage Plans (Cont'd)
  - 12.4.10 Customer Advantage Plan IX Customer Referral Credit Program ("CRCP") (Cont'd)
    - 12.4.10.2 Conditions. The CRCP shall vest only after the new customer referred by the existing Customer completes four consecutive months of service following the new customer's service commencement date without any late payment or other delinquency. Subject to Company's validation of the referred customer's compliance with the requirements of this Section 12.4.10, the CRCP shall appear on the existing Customer's 4th invoice following the service commencement date for the new customer.
    - 12.4.10.3 Credit. Subject to Sections 12.4.10.1 and 12.4.10.2, preceding, the referring existing Customer shall receive a credit equal to ten percent (10%) of the new referred customer's service charges appearing on the final invoice rendered by the new referred customer's previous primary interexchange carrier, once validated by Company, and exclusive of any of the previous carrier's monthly fees, taxes, surcharges, assessments, or other such charges. The CRCP may not exceed \$500.00 per new referred customer.



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#### SECTION 12 - INETBA "E-Service" (Cont'd)

## 12.4 INETBA E-Service Customer Advantage Plans (Cont'd)

#### 12.4.11 Customer Advantage Plan XII - S&W Prepaid Plan

On and after June 22, 2000, any customer which qualifies as a "save" or "winback" customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the S&W debit card is based on the "saved" or "wonback" Customer's immediately preceding full month's (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis.

#### Table

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

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

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

Minimum Call Unit

@ 60 seconds or Fraction

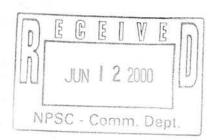
\$0.224

Incremental Call Unit

@ 60 seconds or Fraction

\$0.224

12.4.11.2 Availability. Company's S&W Card service promotion is available on and after June 22, 2000 until December (C) 22, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.



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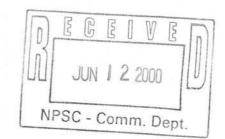
Glenn T. Stockton, II Chief Counsel, Tariff and Regulatory Affairs

## SECTION 12 - INETBA "E-Service" (Cont'd)

## 12.4 INETBA E-Service Customer Advantage Plans (Cont'd)

## 12.4.11 Customer Advantage Plan XII - S&W Prepaid Plan (Cont'd)

- 12.4.11.3 Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any Customer which has received an S&W Card prior to the sunset date or Company's discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline).
- 12.4.11.4 Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section 12.4.11.1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 12.1 preceding.



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Issued By:

Glenn T. Stockton, II

Chief Counsel, Tariff and Regulatory Affairs

#### SECTION 12 - INETBA "E-Service" (Cont'd)

#### 12.4 INETBA E-Service Customer Advantage Plans (Cont'd)

- 12.4.12 12.4.24 Reserved For Future Use.
- 12.4.25 Loyalty Awards. Customers who qualify as either a "winback" or a "save" qualify to receive additional Loyalty Awards.
  - 12.4.25.1 "Welcome Back Invoice" Award. Each Customer who qualifies as either a "winback" or "save" shall receive its first invoice free, a "Welcome Back Invoice," that is, a credit equal to the charges for the first period of service (may be less than 30 days). The credit equal to the charges in the Welcome Back Invoice will appear in the invoice for the fourth billing cycle following the service period to which the Welcome Back Invoice applies.
  - 12.4.25.2 Free Minutes Bonus Incentive. Customers who qualify as either a "winback" or "save" shall be awarded 500 free minutes of either domestic United States interstate calling or intrastate calling, based on the lower of the two rates.
  - 12.4.25.3 Reserved For Future Use.

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ISSUED: March 13, 2001 EFFECTIVE: March 23, 2001

## SECTION 12 - INETBA "E-Service" (Cont'd)

## 12.4 INETBA E-Service Customer Advantage Plans (Cont'd)

# 12.4.26 Customer Advantage Plan X - "Thanks for Taking the Time" (T) Promotion - 1

On and after March 16, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-1") service promotion.

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

<u>Denomination</u>	Monthly Usage Volume
\$25.00	0 - \$49.99
\$50.00	\$50.00 - \$149.99
\$150.00	\$150.00 - \$249.99

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

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

\$0.224 \$0.224

12.4.26.3 Availability. Company's TTT-1 service promotion is available on and after March 16, 2000 until September 16, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.



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## SECTION 12 - INETBA "E-Service" (Cont'd)

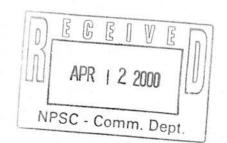
## 12.4 INETBA E-Service Customer Advantage Plans (Cont'd)

12.4.26 Customer Advantage Plan X - "Thanks for Taking the Time"
Promotion - 1 (Cont'd)

12.4.26.4 Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT-1 Card prior to the sunset date or Company's discretionary withdrawal of the TTT-1 Card promotion shall receive service until its TTT-1 Card calling capacity is

exhausted by use or specified usage deadline. Each TTT-1

Card expires one (1) year from date of activation.



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## SECTION 12 - INETBA "E-Service" (Cont'd)

## 12.4 INETBA E-Service Customer Advantage Plans (Cont'd)

12.4.27 Customer Advantage Plan XI - "Thanks for Taking the Time" (T)
Promotion - 2 ("TTT-2")

On and after March 16, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-2") service promotion.

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

Denomination Monthly Usage Volume

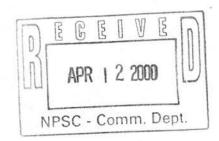
\$250.00 \$250.00+

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

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

\$0.224 \$0.224

12.4.27.3 Availability. Company's TTT-2 service promotion is available on and after March 16, 2000 until September 16, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.



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#### SECTION 12 - INETBA "E-Service" (Cont'd)

## 12.4 INETBA E-Service Customer Advantage Plans (Cont'd)

- 12.4.27 Customer Advantage Plan XI "Thanks for Taking the Time"
  Promotion 2 ("TTT-2") (Cont'd)
  - 12.4.27.4 Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT-2 Card prior to the sunset date or Company's discretionary withdrawal of the TTT-2 Card promotion shall receive service until its TTT Card calling capacity is exhausted by use or specified usage deadline. Each TTT-2 Card expires one (1) year from date of activation.
  - 12.4.27.5 Second Card Availability. During the term of this promotional offering, a second TTT-2 Card in the same denomination listed in section 12.4.13.1 preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 12.4 preceding.
- 12.4.28 Save/Winback Off-Peak/Non-Business Day Adjustments

Customers whose rates are adjusted pursuant to 12.2.15 preceding and who then qualify as a "save" or "winback" customer are eligible to be rerated to the off peak rate prior to any applicable adjustment made pursuant to 12.2.15.

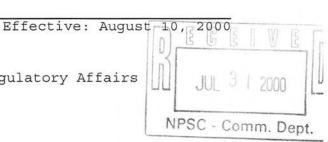
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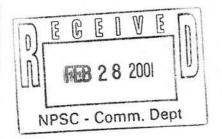
Chief Counsel, Tariff and Regulatory Affairs



#### SECTION 12 - INETBA "E-Service" (Cont'd)

#### 12.4 INETBA E-Service Customer Advantage Plans (Cont'd)

- 12.4.29 Service Term Invoice Free Credit. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 12.4.29 shall receive the Service Term Invoice Free Credit.
  - 12.4.29.1 Credit. For the entire service term of each new customer or customer that qualifies as either a "save" or "winback" customer, a continuing periodic credit shall be given in the invoice following each consecutive five months of uninterrupted service ("credit invoice") equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for five months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
  - 12.4.29.2 Eligibility. To be eligible for the Service Term Invoice Free Credit, each customer must:
    - A. Have initiated service under an INETBA E-Service Plan;
    - B. Have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service Service Plan;
    - C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
    - D. Have received five months of consecutive and uninterrupted service preceding each credit invoice;
    - E. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the fifth month; and,
    - F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 12.4.29.1, preceding.



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Issued By:

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

#### SECTION 12 - INETBA "E-Service" (Cont'd)

## 12.5 INETBA E-Service - Miscellaneous Charges

12.5.1 Directory Assistance Charge

\$0.95/per call

## 12.5.2 Toll Free Access Service (TFAS) Miscellaneous Charges

## 12.5.2.1 Account Charge

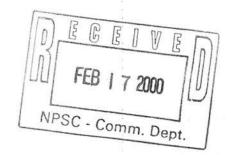
Each Toll Free Access Service Customer shall pay the monthly account charge, following:

Account Charge: \$15.00 Per Account, Per Month

## 12.5.2.2 Directory Listing Charge

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

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



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SECTION 12 - INETBA "E-Service" (Cont'd)

## 12.5 INETBA E-Service - Miscellaneous Charges (Cont'd)

#### 12.5.3 Remote Access Surcharge

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

Per Call \$0.35

## 12.5.4 Waiver of Charges

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



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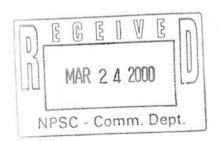
## SECTION 12 - INETBA "E-Service" (Cont'd)

## 12.5 INETBA E-Service - Miscellaneous Charges (Cont'd)

#### 12.5.5 Universal Service Fund Assessment

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

- \* Total Monthly Intrastate Charges per Invoice multiplied by 6.95%
- \* This percentage applies for the period from July 1, 1999 through June 30, 2000 and is subject to change pursuant to Commission order.



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EFFECTIVE: April 4, 2000

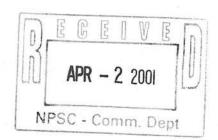
Issued By:

## **SECTION 13**

## RESERVED FOR FUTURE USE

All Material Formerly Appearing on Pages 94 Through 121 Now Appear in

## iVANTAGE NETWORK SOLUTIONS Nebraska Tariff No. 1



ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

Issued By: Glenn T. Stockton, II

Chief Counsel, Tariff and Regulatory Affairs

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#### 13.1 iVANTAGE NETWORK SOLUTIONS (Cont'd)

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## 13.1.1 (Cont'd)

E. Termination charges apply to any combined tariffed and Internet Services customer canceling its tariffed telecommunications services during the first 12 months following its service commencement date.

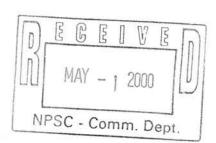
Termination Charges

Web Site Set Up

\$249.00

Domain Name Registration

\$ 70.00



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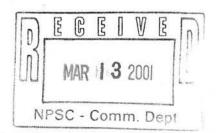
#### 13.1 iVANTAGE NETWORK SOLUTIONS (Cont'd)

- 13.1.2 All iVANTAGE NETWORK SOLUTIONS offerings (1+, toll free access and calling card) are billed in standard call duration increments featuring a Minimum Call Unit of 18 seconds and Incremental Call Units of 6 seconds which are rounded to the next highest full billing increment of 18 or 6 seconds as applicable and Equivalent Call Units (ECUs) covering nontransport costs.
- 13.1.3 To be eligible for iVANTAGE NETWORK SOLUTIONS, a customer must not have had its account with any carrier canceled for nonpayment of charges, must not have a history of late payment of charges at any time during the 12-month period preceding customer's service commencement date with Company, and must have originated and terminated usage within this state within the 30-day period preceding customer's service commencement date with Company.
- 13.1.4 iVANTAGE NETWORK SOLUTIONS Terms and Conditions

Each term and condition of this Section 13 and Company's Tariff F.C.C. No. 4, including specific eligibility provisions, apply and serve to qualify the availability and continuation of a customer's usage rate guarantee as set forth herein.

13.1.5 Companion Federal Rate Guarantee

For a customer who maintains eligibility for and receives service under the iVANTAGE NETWORK SOLUTIONS service, the rates are guaranteed for the same number of invoices, i.e., 12 invoices for customers whose peak/business day interstate usage rates are \$0.069 to \$0.149 (6 invoices for any customer whose peak/business day interstate usage rate is \$0.059), as the number of invoices guaranteed under Company's iVANTAGE NETWORK SOLUTIONS Service for interstate calls as provided in Company's Tariff F.C.C. No. 4. Calling card services are not eligible for this rate guarantee. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive offer.



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4380 Boulder Highway
Las Vegas, NV 89121

(R)

#### SECTION 13 iVANTAGE - INTRASTATE OFFERINGS (Cont'd)

#### 13.2 iVANTAGE NETWORK SOLUTIONS Rates

Subject to Section 13.2.16, the following iVANTAGE rate plans for interLATA and intraLATA 1+ and toll free access services are offered.

#### 13.2.1 Classic Q Rate Plan

The following rate is available to all customers whose minimum monthly intrastate usage is \$5.00 or less at the following rates:

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	Equivalent Call Unit or Fraction	
Peak/Business Day Off-Peak/Non-	\$0.0591	\$0.0197	\$0.0197	(R)
Business Day	\$0.0591	\$0.0197	\$0.0197	(R)

#### 13.2.2 Classic 2 Rate Plan

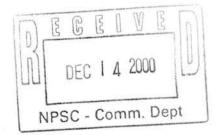
Except as provided in 13.2.15.1, following, Classic 2 rates are provided to customers whose minimum monthly intrastate usage is over \$5.00 at the following (R)

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	Equivalent Call Unit	
Peak/Business Day Off-Peak/Non-	\$0.0747	\$0.0249	\$0.0249	(I)
Business Day	\$0.0747	\$0.0249	\$0.0249	(I)

#### 13.2.3 Classic 1 Rate Plan

Except as provided in 13.2.15.2, following, Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over \$15.00 at the following (R) rates:

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	Equivalent Call Unit or Fraction	
Peak/Business Day Off-Peak/Non-	\$0.0717	\$0.0239	\$0.0239	(I)
Business Day	\$0.0717	\$0.0239	\$0.0239	(I)



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Glenn T. Stockton, II

Chief Counsel, Tariff and Regulatory Affairs

#### iVANTAGE NETWORK SOLUTIONS Rates (Cont'd) 13.2

#### 13.2.4 Universal Rate Plan

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Except as provided in 13.2.15.2, following, Universal Rate Plan rates are provided to customers whose minimum monthly intrastate usage is over \$15.00 at the following rates:

(T) (R)

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	Equivalent Call Unit or Fraction	
Peak/Business Day Off-Peak/Non-	\$0.0675	\$0.0225	\$0.0225	(I)
Business Day	\$0.0675	\$0.0225	\$0.0225	(I)

#### 13.2.5 Prime 2 Rate Plan

(N)

Except as provided in 13.2.15.2, following, Prime 2 Rate Plan rates are provided to customers whose minimum monthly intrastate usage is over \$20.00 at the following rates:

	Minimum Call Unit	Incremental Call Unit	Equivalent Call Unit
	or Fraction	or Fraction	or Fraction
Peak/Business Day Off-Peak/Non-	\$0.0507	\$0.0179	\$0.0179
Business Day	\$0.0507	\$0.0179	\$0.0179

#### 13.2.6 Prime 1 Rate Plan

Except as provided in 13.2.15.2, following, Prime 1 Rate Plan rates are provided to customers whose minimum monthly intrastate usage is over \$25.00 at the following rates:

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	Equivalent Call Unit or Fraction	
Peak/Business Day Off-Peak/Non-	\$0.0537	\$0.0169	\$0.0169	
Business Day	\$0.0537	\$0.0169	\$0.0169	(

## 13.2.7 Super 1 Rate Plan

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Except as provided in 13.2.15.2, following, Super 1 Rates are provided to customers whose minimum monthly intrastate usage is over \$30.00 at the following (R) rates.

	Minimum Call Unit	Incremental Call Unit	THE STREET STREET STREET STREET
	or Fraction	or Fraction	or Fraction
Peak/Business Day	\$0.0477	\$0.0159	\$0.0159
Off-Peak/Non-			
Business Day	\$0.0477	\$0.0159	\$0.0159

#### 13.2.8 Super 2 Rate Plan

(T)

Except as provided in 13.2.15.2, following, Super 2 Rates are provided to customers whose minimum monthly intrastate usage is over \$35.00 at the following (R) rates.

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	or Fraction	B B B D W B C
Peak/Business Day	\$0.0447	\$0.0149	\$0.0149	C G G U U E N
Off-Peak/Non-			1107	
Business Day	\$0.0447	\$0.0149	\$0.0149	DEC 1 4 2000
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Issued: December 14,	2000			cember 26, 2000

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Glenn T. Stockton, II

Chief Counsel, Tariff and Regulatory Affairs

#### 13.2 iVANTAGE NETWORK SOLUTIONS Rates (Cont'd)

13.2.9 to 13.2.14 Reserved for Future Use

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#### 13.2.15 Rate Plan Adjustments for Non-Calling Plan Customers

13.2.15.1 Subject to 13.4.26 following, the off-peak/non-business rates in 13.2.2 preceding for iVANTAGE NETWORK SOLUTIONS customers, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the three invoices preceding December 26, 2000, shall be rated at the Classic Q rates as set forth in 13.2.1 preceding.

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13.2.15.2 Subject to 13.4.26 following, the off-peak/non-business rates in 13.2.3 through 13.2.8 preceding for iVANTAGE NETWORK SOLUTIONS customers, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been

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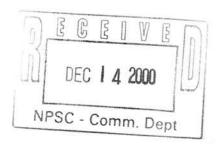
December 26, 2000, shall be uniformly rated at the Classic 2 rates as set forth in 13.2.2 preceding.

changed in any of the three invoices preceding

## 13.2.16 Rates for Calls Terminated to a Mobile Phone or Pager

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

Minimum Call Unit Incremental Call Unit Equivalent Call Unit or Fraction or Fraction or Fraction \$0.0777 \$0.0259 \$0.0259



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Chief Counsel, Tariff and Regulatory Affairs

#### 13.2 iVANTAGE NETWORK SOLUTIONS Rates (Cont'd)

## 13.2.17 iVANTAGE Rate for Calling Cards

Rates for calling card calls are time of day sensitive.

Peak/Business Day	Minimum Call Unit or Fraction \$0.0672	Incremental Call Unit or Fraction \$0.0224	Equivalent Call Unit or Fraction \$0.0224	   (N)
Off-Peak/Non- Business Day	\$0.0603	\$0.0201	\$0.0201	(N)



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Chief Counsel, Tariff and Regulatory Affairs

## 13.3 iVANTAGE NETWORK SOLUTIONS Graduated Rate Category

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

Table 1

Rate Plan	Rate Category
Classic Q	VIII
Classic 2	VII
Classic 1	VI
Universal	v
Prime 2	IV
Prime 1	III
Super 1	II
Super 2	Ī

Any Rate Category I-VII customer in service before December 31, 2000, whose service is not part of an unexpired term plan or rate guarantee and which is not subject to treatment procedures, and whose rates have not changed during the three invoice periods prior to April 1, 2001, shall have its rates adjusted one level higher.

13.3.2 Reserved For Future Use

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Issued By: Glenn T. Stockton, II

Chief Counsel, Tariff and Regulatory Affairs

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#### 13.4 iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans ("CAPs")

## (T)

#### 13.4.1 General Terms and Conditions

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

- A. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
- B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.

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EFFECTIVE: May 29, 2000

NPSC - Comm. Dept.

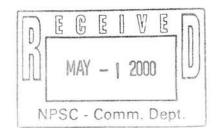
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#### 13.4 iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)

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#### 13.4.1 General Terms and Conditions (Cont'd)

- C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.
- D. CAPs are available for all published rates.
- E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 13.
- F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
- G. To receive the Invoice Free CAPs pursuant to 13.4.2 through and including 13.4.7 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility.



ISSUED: April 28, 2000

EFFECTIVE: May 29, 2000

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# SECTION 13 iVANTAGE - INTRASTATE OFFERINGS (Cont'd)

## 13.4 iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)

## 13.4.2 Customer Advantage Plan I

iVANTAGE NETWORK SOLUTIONS Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 13th invoice as provided following.

- 13.4.2.1 For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive 12-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- 13.4.2.2 Eligibility. To be eligible for the 13th invoice free bonus, each Customer must:
  - have initiated service under iVANTAGE NETWORK SOLUTIONS:
  - have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS;
  - have no record of nonpayment in any of the preceding consecutive 12-month period of service;
  - have received twelve consecutive and uninterrupted invoices over the preceding 12month period;
  - have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by Customer's 12th invoice; and
  - pay all charges rendered in Customer's 12th invoice in excess of the amount of the applicable credit as calculated under 13.4.2.1 preceding.

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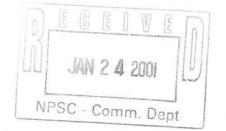
# SECTION 13 iVANTAGE - INTRASTATE OFFERINGS (Cont'd)

#### 13.4 iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)

## 13.4.3 Customer Advantage Plan II

iVANTAGE NETWORK SOLUTIONS Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th invoice as provided following.

- 13.4.3.1 For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- 13.4.3.2 Eligibility. To be eligible for the 9th invoice free bonus, each Customer must:
  - have initiated service under iVANTAGE NETWORK SOLUTIONS;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS;
  - have no record of nonpayment in any of the preceding consecutive eight-month period of service;
  - have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
  - have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by Customer's eighth invoice; and
  - pay all charges rendered in Customer's eighth invoice in excess of the amount of the applicable credit as calculated under 13.4.3.1 preceding.



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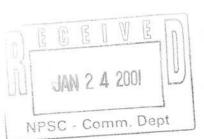
## SECTION 13 iVANTAGE - INTRASTATE OFFERINGS (Cont'd)

#### 13.4 iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)

#### 13.4.4 Customer Advantage Plan III

iVANTAGE NETWORK SOLUTIONS Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th and 13th invoices as provided following.

- 13.4.4.1 For each eight and immediately succeeding four additional invoices of consecutive uninterrupted service (total of 12 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive eight month period preceding Customer's 9th invoice and second, for the consecutive twelvemonth period preceding Customer's 13th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- 13.4.4.2 Eligibility. To be eligible for the 9th and 13th invoice free bonuses, each Customer must:
- have initiated service under iVANTAGE NETWORK SOLUTIONS:
- have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (8 and 12 months) of service;
- have received first eight, then four additional consecutive and uninterrupted invoices over the preceding twelve-month period;
- have selected the 9th and 13th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eighth invoice; and
- pay all charges rendered in Customer's eighth and related twelfth invoice in excess of the amount of the applicable credits as calculated under 13.4.4.1, preceding.



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# SECTION 13 iVANTAGE - INTRASTATE OFFERINGS (Cont'd)

## 13.4 iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)

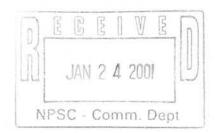
#### 13.4.5 Customer Advantage Plan IV

iVANTAGE NETWORK SOLUTIONS Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th and 18th invoices as provided following.

- 13.4.5.1 For each eight and immediately succeeding nine additional invoices of consecutive uninterrupted service (total of 17 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive eight month period preceding Customer's 9th invoice and second, for the consecutive seventeen-month period preceding Customer's 18th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- 13.4.5.2 Eligibility. To be eligible for the 9th and 18th invoice free bonuses, each Customer must:
  - have initiated service under iVANTAGE NETWORK SOLUTIONS;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS;
  - have no record of nonpayment in any of the preceding consecutive month qualifying periods (8 and 17 months) of service;

have selected the 9th and 18th invoice free bonus

- have received first eight, then nine additional consecutive and uninterrupted invoices over the preceding seventeen-month period;
- incentives prior to the first day in the period of service covered by Customer's eighth invoice; and pay all charges rendered in Customer's eighth and related seventeenth invoice in excess of the amount of the applicable credits as calculated under 13.4.5.1, preceding.



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# SECTION 13 iVANTAGE - INTRASTATE OFFERINGS (Cont'd)

## 13.4 iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)

#### 13.4.6 Customer Advantage Plan V

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

- additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either(i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice and second, for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- 13.4.6.2 Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:
  - have initiated service under iVANTAGE NETWORK SOLUTIONS;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS;
  - have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
  - have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
  - have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
  - pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under 13.4.6.1, preceding.



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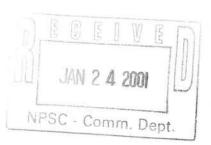
# SECTION 13 iVANTAGE - INTRASTATE OFFERINGS (Cont'd)

## 13.4 iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)

#### 13.4.7 Customer Advantage Plan VI

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

- 13.4.7.1 For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges (excluding calling card charges, fees, taxes, surcharges, assessments, and ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice, for the consecutive nine-month period preceding Customer's 10th invoice, for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- 13.4.7.2 Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:
  - have initiated service under iVANTAGE NETWORK SOLUTIONS;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS;
  - have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9 and 13 months) of service;
  - have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
  - have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
  - pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under 13.4.7.1, preceding.



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13.4 iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)

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13.4.8 iVANTAGE NETWORK SOLUTIONS Customer Advantage Plan VII - Advantage Card Service (ACS)

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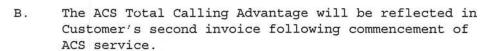
Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 13.4.8.1 following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS Customer's non-calling card calling beginning with Customer's 2nd invoice following Customer commencement of service as an ACS Customer ("Total Calling Advantage").

#### 13.4.8.1 Eligibility

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

## 13.4.8.2 Limitations and Disclaimers

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



- C. ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in E following.
- D. Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).



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13.4 iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)

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13.4.8 iVANTAGE NETWORK SOLUTIONS Customer Advantage Plan VII - Advantage Card Service (ACS) (Cont'd)

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- 13.4.8.2 Limitations and Disclaimers (Cont'd)
  - E. Subject to and in accordance with the eligibility requirements of 13.4.8.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by 13.4.8.1 preceding.
  - F. An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

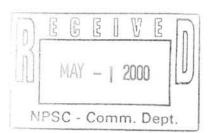
#### 13.4.8.3 Reinstatement

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

## 13.4.8.4 Rates

The rates in Section 13.2.17 preceding apply to the iVANTAGE ACS service.

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13.4 iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)

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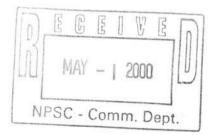
13.4.9 Customer Advantage Plan VIII - Free Minutes

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

13.4.10 Customer Advantage Plan IX - Customer Referral Credit Program ("CRCP")

Company offers each existing Customer a single credit for each validated new customer referred to the Company by the existing Customer. The credit is applied to the existing Customer's charges incurred for services rendered under this tariff.

13.4.10.1 Eligibility. To qualify for this credit, an existing customer must supply Carrier with a new customer's proprietary network information ("CPNI") and either an (1) order for service sufficient to qualify as a valid written Letter of Agency ("LOA"); or (2) the name of the new customer's authorized representative to be contacted by Company's sales and marketing personnel within 90 days of Company's receipt of the designation of the authorized representative by the existing Customer. A new customer or its designated authorized representative must request service commencement within 30 days of the date of the written LOA or 30 days of the date Company's sales and marketing personnel contact with the new customer or its authorized representative.

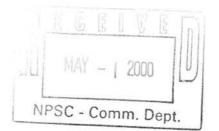


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- 13.4 iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)
- (T)
- 13.4.10 Customer Advantage Plan IX Customer Referral Credit Program ("CRCP") (Cont'd)
  - 13.4.10.2 Conditions. The CRCP shall vest only after the new customer referred by the existing Customer completes four consecutive months of service following the new customer's service commencement date without any late payment or other delinquency. Subject to Company's validation of the referred customer's compliance with the requirements of this Section 13.4.10, the CRCP shall appear on the existing Customer's 4th invoice following the service commencement date for the new customer.
  - 13.4.10.3 Credit. Subject to Sections 13.4.10.1 and 13.4.10.2, preceding, the referring existing Customer shall receive a credit equal to ten percent (10%) of the new referred customer's service charges appearing on the final invoice rendered by the new referred customer's previous primary interexchange carrier, once validated by Company, and exclusive of any of the previous carrier's monthly fees, taxes, surcharges, assessments, or other such charges. The CRCP may not exceed \$500.00 per new referred customer.



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## 13.4 iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)

## 13.4.11 Customer Advantage Plan X - "Thanks for Taking the Time" Offering - 1

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

(T) (T)

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

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

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

Incremental Call Unit Value @ 60 seconds or Fraction @ 60 seconds or Fraction

\$0.224 \$0.224

Minimum Call Unit Value

13.4.11.3 Availability. Company's TTT-1 service offering may (C) be terminated in the sole and exclusive discretion of Company. (C)



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Glenn T. Stockton, II Issued By:

Chief Counsel, Tariff and Regulatory Affairs

# SECTION 13 iVANTAGE - INTRASTATE OFFERINGS (Cont'd)

13.4.11 Customer Advantage Plan X - "Thanks for Taking the Time"

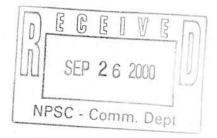
expires one (1) year from date of activation.

## 13.4 iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)

Offering - 1 (Cont'd)	(T)
13.4.11.4 Limitations. Should Company withdraw and/or	(C)
terminate this offering at any time, any Customer which has	1
received a TTT-1 Card prior to the termination date or	(C)
Company's discretionary withdrawal of the TTT-1 Card offering	

shall receive service until its TTT-1 Card calling capacity is

exhausted by use or specified usage deadline. Each TTT-1 Card



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# SECTION 13 iVANTAGE - INTRASTATE OFFERINGS (Cont'd)

## 13.4 iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)

# 13.4.12 Customer Advantage Plan XI - "Thanks for Taking the Time" Offering - 2 ("TTT-2")

Any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-2") service offering.

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

# Denomination Monthly Usage Volume \$250.00 \$250.00+

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

Minimum Call Unit Value

@ 60 seconds or Fraction

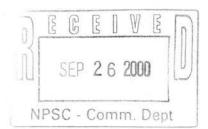
\$0.224

Incremental Call Unit Value

@ 60 seconds or Fraction

\$0.224

13.4.12.3 Availability. Company's TTT-2 service offering may (C) be terminated in the sole and exclusive discretion of Company. (C)



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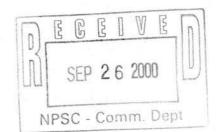
Chief Counsel, Tariff and Regulatory Affairs

# SECTION 13 iVANTAGE - INTRASTATE OFFERINGS (Cont'd)

## 13.4 iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)

13.4.12	Customer	Advantage	Plan	XI ·	-	"Thanks	for	Taking	the	Time"	
	Offering	- 2 ("TTT	-2")	(Cont	t'	d)					

- 13.4.12.4 Limitations. Should Company withdraw and/or terminate this offering at any any Customer which has received a TTT-2 Card prior to the termination date or Company's discretionary withdrawal of the TTT-2 Card offering shall (C) receive service until its TTT Card calling capacity is exhausted by use or specified usage deadline. Each TTT-2 Card expires one (1) year from date of activation.
- 13.4.12.5 Second Card Availability. A second TTT-2 Card in (C) the same denomination listed in section 13.4.12.1 preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 13.1 preceding.



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#### 13.4 iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)

#### 13.4.13 Customer Advantage Plan XII - S&W Prepaid Plan

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

#### Table

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

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

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

Minimum Call Unit

@ 60 seconds or Fraction

\$0.224

Incremental Call Unit

@ 60 seconds or Fraction

\$0.224

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



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# SECTION 13 iVANTAGE - INTRASTATE OFFERINGS (Cont'd)

## 13.4 iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)

## 13.4.13 Customer Advantage Plan XII - S&W Prepaid Plan (Cont'd)

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

13.4.13.4 Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section 13.4.13.1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 13.1 preceding.



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#### 13.4 iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)

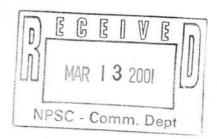
- 13.4.14 13.4.24 Reserved For Future Use.
- 13.4.25 Loyalty Awards. Customers who qualify as either a "winback" or a "save" qualify to receive additional Loyalty Awards.
  - 13.4.25.1 "Welcome Back Invoice" Award. Each Customer who qualifies as either a "winback" or "save" shall receive its first invoice free, a "Welcome Back Invoice," that is, a credit equal to the charges for the first period of service (may be less than 30 days). The credit equal to the charges in the Welcome Back Invoice will appear in the invoice for the fourth billing cycle following the service period to which the Welcome Back Invoice applies.

#### 13.4.25.2 Reserved For Future Use.



#### 13.4.26 Save/Winback Off-Peak/Non-Business Day Adjustments

Customers whose rates are adjusted pursuant to 13.2.15 preceding and who then qualify as a "save" or "winback" customer are eligible to be rerated to the off-peak rate prior to any applicable adjustment made pursuant to 13.2.15.



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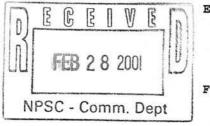
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Las Vegas, NV 89121

# SECTION 13 iVANTAGE - INTRASTATE OFFERINGS (Cont'd)

#### 13.4 iVANTAGE NETWORK SOLUTIONS Customer Advantage Plans (Cont'd)

- 13.4.27 Service Term Invoice Free Credit. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 13.4.27 shall receive the Service Term Invoice Free Credit.
  - 13.4.27.1 Credit. For the entire service term of each new customer or customer that qualifies as either a "save" or "winback" customer, a continuing periodic credit shall be given in the invoice following each consecutive five months of uninterrupted service ("credit invoice") equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for five months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
  - 13.4.27.2 Eligibility. To be eligible for the Service Term Invoice Free Credit, each customer must:
    - A. Have initiated service under an iVANTAGE NETWORK SOLUTIONS Service Plan;
    - B. Have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS Service Plan;
    - C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
    - D. Have received five months of consecutive and uninterrupted service preceding each credit invoice;



- E. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the fifth month; and,
- F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 13.4.27.1, preceding.

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Chief Counsel, Tariff and Regulatory Affairs

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## 13.5 Miscellaneous Charges

13.5.1 Directory Assistance Charge

\$0.95/per call

## 13.5.2 Toll Free Access Service (TFAS) Miscellaneous Charges

#### 13.5.2.1 Account Charge

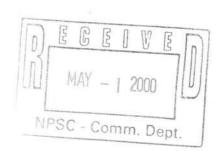
Each Toll Free Access Service Customer shall pay the monthly account charge, following:

Account Charge: \$15.00 Per Account, Per Month

## 13.5.2.2 Directory Listing Charge

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

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



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#### 13.5 Miscellaneous Charges (Cont'd)

#### 13.5.3 Remote Access Surcharge

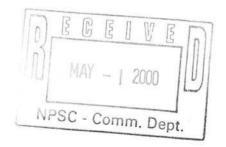
A surcharge applies to all calls originated at payphones using a service access code.

Per Call

\$0.35

## 13.5.4 Waiver of Charges

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



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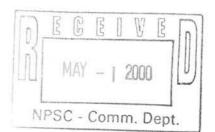
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## 13.5 Miscellaneous Charges (Cont'd)

#### 13.5.5 Universal Service Fund Assessment

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

- \* Total Monthly Intrastate Charges per Invoice multiplied by 6.95%
- \* This percentage applies for the period from July 1, 1999 through June 30, 2000 and is subject to change pursuant to Commission order.



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